

1. July 20, 2021 Meeting Agenda

Documents:

[0-07202021 AGENDA.PDF](#)

2. July 20, 2021 Agenda Material

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# EFFINGHAM COUNTY BOARD OF COMMISSIONERS (TENTATIVE) MEETING AGENDA



Effingham County Administrative Complex  
601 North Laurel Street, Springfield GA 31329

**July 20, 2021– 5:00 PM**

**Also aired via Zoom Meeting**

<https://zoom.us/j/98715219287?pwd=ZHBJOFRmVXJZak0vakJVbXN6L3lTZz09>

Meeting ID: 987 1521 9287

**Dial 1-929-436-2866 Access Code – 901128**

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

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| Items of Business                      | Action Requested of Commissioners  | Previous Action of Commissioners | Action Taken |
|--|--|----------------------------------|--------------|
| <b>I Call to Order</b>                 | <b>5:00 p.m.</b>   |                                  |              |
| <b>II Invocation</b>                   |  |                                  |              |
| <b>III Pledge to the American Flag</b> |  |                                  |              |
| <b>IV Agenda Approval</b>              | Consideration of a Resolution to approve the agenda  |                                  |              |
| <b>V Minutes</b>                       | Consideration to approve the June 15, 2021 regular Commission meeting minutes and the June 28, 2021 Special Called meeting minutes                         |                                  |              |
| <b>VI Public Comments</b>              | Comments shall pertain to agenda items only, when speaking you must clearly state your full name into the microphone for the record                        |                                  |              |
| <b>VII Correspondence</b>              | Documents from this meeting are located in the Clerk's office and on the Board of Commissioner's website   |                                  |              |
| <b>VIII Consent Agenda</b>             |  |                                  |              |
| <b>01 Calendar 2021-345</b>            | Consideration to approve to accept 1st payment from the U.S. Department approve the Audit Calendar for fiscal year 2021-2022                               |                                  |              |
| <b>02 Agreement 2021-346</b>           | Consideration to approve a Location Agreement for Historic Effingham Society to host a Fall Festival October 16, 2021 at 204 Early Street                  |                                  |              |
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| 04 <b>Grant</b><br>2021-348                              | Consideration to approve to ratify and affirm an acceptance of a Grant Award for the Georgia Secretary of State Secure The Vote Help America Vote Act (HAVA) grant  |  |  |
| <b>IX Old Business</b>                                   |   |  |  |
| 01 <b>Public Hearing</b><br>2021-330                     | The Planning Board recommends approving an application by <b>Joseph Dyches</b> as agent for <b>PEFKOS Land &amp; Timber, LLC</b> to rezone 0.90 acres located at 1445 Old Dixie Hwy from R-1 to AR-1 to be combined with an adjacent parcel Map# 364A Parcel# 36 in the Third District                                  |  |  |
| 02 <b>Second Reading</b><br>2021-331                     | Consideration to approve the Second Reading of an application by <b>Joseph Dyches</b> as agent for <b>PEFKOS Land &amp; Timber, LLC</b> to rezone 0.90 acres located at 1445 Old Dixie Hwy from R-1 to AR-1 to be combined with an adjacent parcel Map# 364A Parcel# 36 in the Third District                           |  |  |
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| <b>X New Business</b>                                    |   |  |  |
| 01 <b>Plan</b><br><i>Christy Carpenter</i><br>2021-349   | Consideration to approve an American Rescue Plan Act (ARPA) grant funds disbursement plan   |  |  |
| 02 <b>Letter</b><br><i>Christy Carpenter</i><br>2021-350 | Consideration to approve a Letter of Engagement between the Effingham County Board of Commissioners and Lanier, Deal & Proctor for audit services   |  |  |
| 03 <b>Contract</b><br><i>Alison Bruton</i><br>2021-351   | Consideration to approve renewal of the Solid Waste Collection and Recycling Services Contract with Atlantic Waste Services, Inc.   |  |  |

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| 04 <b>Surplus</b><br><i>Alison Bruton</i><br><b>2021-352</b>        | Consideration to approve a Resolution of Surplus (# 021-036) which consists of a county vehicle   |  |  |
| 05 <b>Change Order</b><br><i>Alison Bruton</i><br><b>2021-353</b>   | Consideration to approve Change Order# 2 for Contract 19-25-001 with Parker Engineering, LLC for engineering services for the McCall and Blue Jay Intersection Improvements                                     |  |  |
| 06 <b>List</b><br><i>Eric Larson</i><br><b>2021-354</b>             | Consideration to approve and verify a Speed Limit List provided by the Georgia Department of Transportation for all Off-System roadways   |  |  |
| 07 <b>Purchase</b><br><i>Eric Larson</i><br><b>2021-355</b>         | Consideration to approve the Purchase of furnishings from Office Services Furniture & Supplies for the new Administrative Building  |  |  |
| 08 <b>Deed</b><br><i>Eric Larson</i><br><b>2021-356</b>             | Consideration to approve a Warranty Deed to accept dedication of 1.04 acres from Roger Coursey as a portion of the right-of-way for Josiah Morgan Road  |  |  |
| 09 <b>Agreement</b><br><i>Tim Callanan</i><br><b>2021-357</b>       | Consideration to approve an Intergovernmental Agreement between the City of Guyton and Effingham County Board of Commissioners to allow the Elections/Board of Registrars to run the 2021 municipal elections   |  |  |
| 10 <b>Annexation</b><br><i>Stephanie Johnson</i><br><b>2021-358</b> | Consideration to approve Annexation Agreements as submitted by the City of Springfield for properties located at Highway 21 South and Rahn Station Road, Map# 429-6 & 6A  |  |  |
| 11 <b>Contract</b><br><i>Eric Larson</i><br><b>2021-359</b>         | Consideration to approve a Contract with Greenrock Sustainable Waste Solutions for soil remediation at the Atlas site   |  |  |
| 12 <b>Final Plat</b><br><i>Teresa Concannon</i><br><b>2021-360</b>  | Consideration to approve a Final Plat for Fair Street Subdivision located off of Fair Street Map# 422 Parcel# 42 in the Third District  |  |  |
| 13 <b>Resolution</b><br><i>Tim Callanan</i><br><b>2021-361</b>      | Consideration to approve a Resolution (#021-037) calling for a referendum to allow an “e-commerce” Freeport exemption   |  |  |
| 14 <b>Letter</b><br><i>Tim Callanan</i><br><b>2021-362</b>          | Consideration to approve a Letter of Support to the Children’s Advocacy Center of Georgia related to the expansion of The Teal House to operate at the county-owned building at 204 Early Street in Springfield |  |  |

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| 15 <b>Quote</b><br><i>Eric Larson</i><br><b>2021-363</b>        | Consideration to approve a Quote from ESRI Inc. to renew GIS software support in the amount of \$50,000  |  |  |
| 16 <b>Contract</b><br><i>Eric Larson</i><br><b>2021-364</b>     | Consideration to approve a Contract with Thomas and Hutton Engineering for design and construction services for water and sewer line extension along Old Augusta Road  |  |  |
| 17 <b>Contract</b><br><i>Eric Larson</i><br><b>2021-365</b>     | Consideration to approve a Contract 21-25-005 with McClendon Enterprises for 2020 Transportation Special Purpose Local Option Sales Tax (TSPLOST) and the 2021 Local Maintenance Improvement Grant (LMIG) road resurfacing project                                     |  |  |
| 18 <b>List</b><br><i>Tim Callanan</i><br><b>2021-366</b>        | Consideration to approve the Level 2 Countywide Project List and unincorporated project list associated with the re-imposition of the Countywide Special Purpose Local Option Sales Tax (SPLOST)   |  |  |
| <b>XI Reports from Commissioners &amp; Administrative Staff</b> |  |  |  |
| <b>XII Executive Session</b>                                    | Discussion of Personnel, Property and Pending Litigation   |  |  |
| <b>XIII Executive Session Minutes</b>                           | No minutes to be approved.   |  |  |
| <b>XIV Planning Board</b>                                       | 6:00 pm  |  |  |
| 01 Sketch Plan<br><b>2021-367</b>                               | The Planning Board recommends approving an application by <b>Daniel Ben-Yisrael, as agent or Robert Fletcher &amp; Lynette D. Waldhour</b> for a Sketch Plan for “Parker’s Kitchen” located at 2366 Hwy 17 South, zoned B-3 Map# 326 Parcel# 17C in the First District |  |  |
| 02 Public Hearing<br><b>2021-368</b>                            | The Planning Board recommends approving an application by <b>Countryside Baptist Church</b> for a Variance located at 1201 Noel C. Conaway Road to exceed the maximum sign size in an AR-2 zoning district Map# 375 Parcel# 4 in the First District                    |  |  |
| 03 Second Reading<br><b>2021-369</b>                            | Consideration to approve the Second Reading of an application by <b>Countryside Baptist Church</b> for a Variance located at 1201 Noel C. Conaway  |  |  |

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|-------------------------------|--|--|--|
|                               | Road to exceed the maximum sign size in an AR-2 zoning district Map# 375 Parcel# 4 in the First District   |  |  |
| 04 Public Hearing<br>2021-370 | The Planning Board recommends approving an application by <b>Pinehill Group, LLC/Matthew Byrd</b> as agent for <b>Suzanne B. Spivey</b> to rezone 16.95 acres located on Noel C. Conaway Road from AR-1 to R-3 for future development of a multi-family residential community Map# 376 Parcel# 16 in the First District        |  |  |
| 05 Second Reading<br>2021-371 | Consideration to approve the Second Reading of an application by <b>Pinehill Group, LLC/Matthew Byrd</b> as agent for <b>Suzanne B. Spivey</b> to rezone 16.95 acres located on Noel C. Conaway Road from AR-1 to R-3 for future development of a multi-family residential community Map# 376 Parcel# 16 in the First District |  |  |
| 06 Public Hearing<br>2021-372 | The Planning Board recommends approving an application by <b>SFG CH/Chesterfield</b> for a PD Text Amendment located at Hwy 21 and Old Augusta Road South to eliminate the right of way reservation at the GA International Trade Center Map# 466 Parcel# 8, 8A, 8B, 10, 11 in the Second District                             |  |  |
| 07 Second Reading<br>2021-373 | Consideration to approve the Second Reading of an application by <b>SFG CH/Chesterfield</b> for a PD Text Amendment located at Hwy 21 and Old Augusta Road South to eliminate the right of way reservation at the GA International Trade Center Map# 466 Parcel# 8, 8A, 8B, 10, 11 in the Second District                      |  |  |
| 08 Public Hearing<br>2021-374 | The Planning Board recommends approving an application by <b>Drew Ira Boyd</b> as agent for <b>Bethany Chernick</b> to rezone 3.04 acres located at 744 & 796 Old Dixie Highway from AR-1 to AR-2 to allow for the division and recombination of parcels Map# 387 Parcel# 21 and Map# 365 Parcel# 34 in the Third District     |  |  |
| 09 Second Reading<br>2021-375 | Consideration to approve the Second Reading of an application by <b>Drew Ira Boyd</b> as agent for <b>Bethany Chernick</b> to rezone 3.04 acres located at 744 & 796 Old Dixie Highway from AR-1 to AR-  |  |  |

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|                               | 2 to allow for the division and recombination of parcels Map# 387 Parcel# 21 and Map# 365 Parcel# 34 in the Third District   |  |  |
| 10 Public Hearing<br>2021-376 | The Planning Board recommends approving an application by <b>Scott Andrews Hendrix</b> as agent for the <b>Robert &amp; Wendy Fears</b> to rezone 2.86 acres located on Country Way & Country Court East from AR-1 to AR-2 to allow for the division and recombination of parcels Map# 344A Parcel# 23 & 25 in the Third District        |  |  |
| 11 Second Reading<br>2021-377 | Consideration to approve the Second Reading of an application by <b>Scott Andrews Hendrix</b> as agent for the <b>Robert &amp; Wendy Fears</b> to rezone 2.86 acres located on Country Way & Country Court East from AR-1 to AR-2 to allow for the division and recombination of parcels Map# 344A Parcel# 23 & 25 in the Third District |  |  |
| 12 Public Hearing<br>2021-378 | The Planning Board recommends approving an application by <b>Lynnette H. Tuck</b> to rezone 2 acres out of 10 acres located at 5296 Highway 119 North from AR-1 to AR-2 to allow for the creation of a home site Map# 422 Parcel# 41 in the Third District   |  |  |
| 13 Second Reading<br>2021-379 | Consideration to approve the Second Reading of an application by <b>Lynnette H. Tuck</b> to rezone 2 acres out of 10 acres located at 5296 Highway 119 North from AR-1 to AR-2 to allow for the creation of a home site Map# 422 Parcel# 41 in the Third District  |  |  |
| 14 Public Hearing<br>2021-380 | The Planning Board recommends approving an application by <b>Angie D. Wallace</b> for a Variance located at 2855 McCall Road to allow for the placement of an accessory structure in a front yard on a front yard on R-1 zoned parcel Map# 413 Parcel# 6A in the Fourth District   |  |  |
| 15 Second Reading<br>2021-381 | Consideration to approve the Second Reading of an application by <b>Angie D. Wallace</b> for a Variance located at 2855 McCall Road to allow for the placement of an accessory structure in a front yard on a front yard on R-1 zoned parcel Map# 413 Parcel# 6A in the Fourth District  |  |  |

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| 16 Public Hearing<br><b>2021-382</b> | The Planning Board recommends approving an application by <b>Chris Shea &amp; Alice Hurst</b> as agent for <b>John P. Shea &amp; Rebecca Shea</b> for a Sketch Plan located on Hwy 119 South for the Variance located at 315 Orville Road to allow for the sale of parcels from a minor subdivision Map# 344 Parcel# 26 in the Third District        |  |  |
| 17 Second Reading<br><b>2021-383</b> | Consideration to approve the Second Reading of an application by <b>Chris Shea &amp; Alice Hurst</b> as agent for <b>John P. Shea &amp; Rebecca Shea</b> for a Sketch Plan located on Hwy 119 South for the Variance located at 315 Orville Road to allow for the sale of parcels from a minor subdivision Map# 344 Parcel# 26 in the Third District |  |  |
| 18 Public Hearing<br><b>2021-384</b> | The Planning Board recommends approving an application by <b>Travis Bazemore</b> to rezone 4 out of 11.70 acres located off of Nellie Road from AR-1 to AR-2 to allow for division of the parcel Map# 461 Parcel# 12 in the Fifth District   |  |  |
| 19 Second Reading<br><b>2021-385</b> | Consideration to approve the Second Reading of an application by <b>Travis Bazemore</b> to rezone 4 out of 11.70 acres located off of Nellie Road from AR-1 to AR-2 to allow for division of the parcel Map# 461 Parcel# 12 in the Fifth District  |  |  |
| 20 Public Hearing<br><b>2021-386</b> | The Planning Board recommends approving an application by <b>Douglas Edwards</b> as agent for <b>Deland Properties, LLC</b> for a Variance located at 169 & 183 Commercial Court to waive the 50 foot buffer requirement between commercial and industrial zoned parcels Map#465D Parcel# 12 & 13 in the Fifth District                              |  |  |
| 21 Second Reading<br><b>2021-387</b> | Consideration to approve the Second Reading of an application by <b>Douglas Edwards</b> as agent for <b>Deland Properties, LLC</b> for a Variance located at 169 & 183 Commercial Court to waive the 50 foot buffer requirement between commercial and industrial zoned parcels Map#465D Parcel# 12 & 13 in the Fifth District                       |  |  |
| 22 Public Hearing<br><b>2021-388</b> | The Planning Board recommends approving an application by <b>Tonya Gunn</b> , as agent for <b>Patricia B. Anderson</b> to rezone 2.75 acres located at Holly Lane from AR-1 to AR-2 to allow for the   |  |  |



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|                               | division of the parcel Map# 476 Parcel# 13 in the Fifth District   |  |  |
| 23 Second Reading<br>2021-389 | Consideration to approve the Second Reading of an application by <b>Tonya Gunn</b> , as agent for <b>Patricia B. Anderson</b> to rezone 2.75 acres located at Holly Lane from AR-1 to AR-2 to allow for the division of the parcel Map# 476 Parcel# 13 in the Fifth District |  |  |
| <b>XV Adjournment</b>         |  |  |  |

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| 01 <b>Plan</b><br><i>Christy Carpenter</i><br>2021-349   | Consideration to approve an American Rescue Plan Act (ARPA) grant funds disbursement plan   |  |  |
| 02 <b>Letter</b><br><i>Christy Carpenter</i><br>2021-350 | Consideration to approve a Letter of Engagement between the Effingham County Board of Commissioners and Lanier, Deal & Proctor for audit services   |  |  |
| 03 <b>Contract</b><br><i>Alison Bruton</i><br>2021-351   | Consideration to approve renewal of the Solid Waste Collection and Recycling Services Contract with Atlantic Waste Services, Inc.   |  |  |

# EFFINGHAM COUNTY BOARD OF COMMISSIONERS (TENTATIVE) MEETING AGENDA

*Effingham County Administrative Complex  
601 North Laurel Street, Springfield GA 31329*

**July 20, 2021– 5:00 PM**

**Also aired via Zoom Meeting**

<https://zoom.us/j/98715219287?pwd=ZHBJOFRmVXJZak0vakJVbXN6L3lTZz09>

Meeting ID: 987 1521 9287

**Dial 1-929-436-2866    Access Code – 901128**

|   |   |  |  |
|---|---|--|--|
| 04 <b>Surplus</b><br><i>Alison Bruton</i><br><b>2021-352</b>        | Consideration to approve a Resolution of Surplus (# 021-036) which consists of a county vehicle   |  |  |
| 05 <b>Change Order</b><br><i>Alison Bruton</i><br><b>2021-353</b>   | Consideration to approve Change Order# 2 for Contract 19-25-001 with Parker Engineering, LLC for engineering services for the McCall and Blue Jay Intersection Improvements                                     |  |  |
| 06 <b>List</b><br><i>Eric Larson</i><br><b>2021-354</b>             | Consideration to approve and verify a Speed Limit List provided by the Georgia Department of Transportation for all Off-System roadways   |  |  |
| 07 <b>Purchase</b><br><i>Eric Larson</i><br><b>2021-355</b>         | Consideration to approve the Purchase of furnishings from Office Services Furniture & Supplies for the new Administrative Building  |  |  |
| 08 <b>Deed</b><br><i>Eric Larson</i><br><b>2021-356</b>             | Consideration to approve a Warranty Deed to accept dedication of 1.04 acres from Roger Coursey as a portion of the right-of-way for Josiah Morgan Road  |  |  |
| 09 <b>Agreement</b><br><i>Tim Callanan</i><br><b>2021-357</b>       | Consideration to approve an Intergovernmental Agreement between the City of Guyton and Effingham County Board of Commissioners to allow the Elections/Board of Registrars to run the 2021 municipal elections   |  |  |
| 10 <b>Annexation</b><br><i>Stephanie Johnson</i><br><b>2021-358</b> | Consideration to approve Annexation Agreements as submitted by the City of Springfield for properties located at Highway 21 South and Rahn Station Road, Map# 429-6 & 6A  |  |  |
| 11 <b>Contract</b><br><i>Eric Larson</i><br><b>2021-359</b>         | Consideration to approve a Contract with Greenrock Sustainable Waste Solutions for soil remediation at the Atlas site   |  |  |
| 12 <b>Final Plat</b><br><i>Teresa Concannon</i><br><b>2021-360</b>  | Consideration to approve a Final Plat for Fair Street Subdivision located off of Fair Street Map# 422 Parcel# 42 in the Third District  |  |  |
| 13 <b>Resolution</b><br><i>Tim Callanan</i><br><b>2021-361</b>      | Consideration to approve a Resolution (#021-037) calling for a referendum to allow an “e-commerce” Freeport exemption   |  |  |
| 14 <b>Letter</b><br><i>Tim Callanan</i><br><b>2021-362</b>          | Consideration to approve a Letter of Support to the Children’s Advocacy Center of Georgia related to the expansion of The Teal House to operate at the county-owned building at 204 Early Street in Springfield |  |  |

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|   |  |  |  |
|---|--|--|--|
| 15 <b>Quote</b><br><i>Eric Larson</i><br><b>2021-363</b>        | Consideration to approve a Quote from ESRI Inc. to renew GIS software support in the amount of \$50,000  |  |  |
| 16 <b>Contract</b><br><i>Eric Larson</i><br><b>2021-364</b>     | Consideration to approve a Contract with Thomas and Hutton Engineering for design and construction services for water and sewer line extension along Old Augusta Road  |  |  |
| 17 <b>Contract</b><br><i>Eric Larson</i><br><b>2021-365</b>     | Consideration to approve a Contract 21-25-005 with McClendon Enterprises for 2020 Transportation Special Purpose Local Option Sales Tax (TSPLOST) and the 2021 Local Maintenance Improvement Grant (LMIG) road resurfacing project                                     |  |  |
| 18 <b>List</b><br><i>Tim Callanan</i><br><b>2021-366</b>        | Consideration to approve the Level 2 Countywide Project List and unincorporated project list associated with the re-imposition of the Countywide Special Purpose Local Option Sales Tax (SPLOST)   |  |  |
| <b>XI Reports from Commissioners &amp; Administrative Staff</b> |  |  |  |
| <b>XII Executive Session</b>                                    | Discussion of Personnel, Property and Pending Litigation   |  |  |
| <b>XIII Executive Session Minutes</b>                           | No minutes to be approved.   |  |  |
| <b>XIV Planning Board</b>                                       | 6:00 pm  |  |  |
| 01 Sketch Plan<br><b>2021-367</b>                               | The Planning Board recommends approving an application by <b>Daniel Ben-Yisrael, as agent or Robert Fletcher &amp; Lynette D. Waldhour</b> for a Sketch Plan for “Parker’s Kitchen” located at 2366 Hwy 17 South, zoned B-3 Map# 326 Parcel# 17C in the First District |  |  |
| 02 Public Hearing<br><b>2021-368</b>                            | The Planning Board recommends approving an application by <b>Countryside Baptist Church</b> for a Variance located at 1201 Noel C. Conaway Road to exceed the maximum sign size in an AR-2 zoning district Map# 375 Parcel# 4 in the First District                    |  |  |
| 03 Second Reading<br><b>2021-369</b>                            | Consideration to approve the Second Reading of an application by <b>Countryside Baptist Church</b> for a Variance located at 1201 Noel C. Conaway  |  |  |

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|                               |  |  |  |
|-------------------------------|--|--|--|
|                               | Road to exceed the maximum sign size in an AR-2 zoning district Map# 375 Parcel# 4 in the First District   |  |  |
| 04 Public Hearing<br>2021-370 | The Planning Board recommends approving an application by <b>Pinehill Group, LLC/Matthew Byrd</b> as agent for <b>Suzanne B. Spivey</b> to rezone 16.95 acres located on Noel C. Conaway Road from AR-1 to R-3 for future development of a multi-family residential community Map# 376 Parcel# 16 in the First District        |  |  |
| 05 Second Reading<br>2021-371 | Consideration to approve the Second Reading of an application by <b>Pinehill Group, LLC/Matthew Byrd</b> as agent for <b>Suzanne B. Spivey</b> to rezone 16.95 acres located on Noel C. Conaway Road from AR-1 to R-3 for future development of a multi-family residential community Map# 376 Parcel# 16 in the First District |  |  |
| 06 Public Hearing<br>2021-372 | The Planning Board recommends approving an application by <b>SFG CH/Chesterfield</b> for a PD Text Amendment located at Hwy 21 and Old Augusta Road South to eliminate the right of way reservation at the GA International Trade Center Map# 466 Parcel# 8, 8A, 8B, 10, 11 in the Second District                             |  |  |
| 07 Second Reading<br>2021-373 | Consideration to approve the Second Reading of an application by <b>SFG CH/Chesterfield</b> for a PD Text Amendment located at Hwy 21 and Old Augusta Road South to eliminate the right of way reservation at the GA International Trade Center Map# 466 Parcel# 8, 8A, 8B, 10, 11 in the Second District                      |  |  |
| 08 Public Hearing<br>2021-374 | The Planning Board recommends approving an application by <b>Drew Ira Boyd</b> as agent for <b>Bethany Chernick</b> to rezone 3.04 acres located at 744 & 796 Old Dixie Highway from AR-1 to AR-2 to allow for the division and recombination of parcels Map# 387 Parcel# 21 and Map# 365 Parcel# 34 in the Third District     |  |  |
| 09 Second Reading<br>2021-375 | Consideration to approve the Second Reading of an application by <b>Drew Ira Boyd</b> as agent for <b>Bethany Chernick</b> to rezone 3.04 acres located at 744 & 796 Old Dixie Highway from AR-1 to AR-  |  |  |

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|                               |  |  |  |
|-------------------------------|--|--|--|
|                               | 2 to allow for the division and recombination of parcels Map# 387 Parcel# 21 and Map# 365 Parcel# 34 in the Third District   |  |  |
| 10 Public Hearing<br>2021-376 | The Planning Board recommends approving an application by <b>Scott Andrews Hendrix</b> as agent for the <b>Robert &amp; Wendy Fears</b> to rezone 2.86 acres located on Country Way & Country Court East from AR-1 to AR-2 to allow for the division and recombination of parcels Map# 344A Parcel# 23 & 25 in the Third District        |  |  |
| 11 Second Reading<br>2021-377 | Consideration to approve the Second Reading of an application by <b>Scott Andrews Hendrix</b> as agent for the <b>Robert &amp; Wendy Fears</b> to rezone 2.86 acres located on Country Way & Country Court East from AR-1 to AR-2 to allow for the division and recombination of parcels Map# 344A Parcel# 23 & 25 in the Third District |  |  |
| 12 Public Hearing<br>2021-378 | The Planning Board recommends approving an application by <b>Lynnette H. Tuck</b> to rezone 2 acres out of 10 acres located at 5296 Highway 119 North from AR-1 to AR-2 to allow for the creation of a home site Map# 422 Parcel# 41 in the Third District   |  |  |
| 13 Second Reading<br>2021-379 | Consideration to approve the Second Reading of an application by <b>Lynnette H. Tuck</b> to rezone 2 acres out of 10 acres located at 5296 Highway 119 North from AR-1 to AR-2 to allow for the creation of a home site Map# 422 Parcel# 41 in the Third District  |  |  |
| 14 Public Hearing<br>2021-380 | The Planning Board recommends approving an application by <b>Angie D. Wallace</b> for a Variance located at 2855 McCall Road to allow for the placement of an accessory structure in a front yard on a front yard on R-1 zoned parcel Map# 413 Parcel# 6A in the Fourth District   |  |  |
| 15 Second Reading<br>2021-381 | Consideration to approve the Second Reading of an application by <b>Angie D. Wallace</b> for a Variance located at 2855 McCall Road to allow for the placement of an accessory structure in a front yard on a front yard on R-1 zoned parcel Map# 413 Parcel# 6A in the Fourth District  |  |  |

# EFFINGHAM COUNTY BOARD OF COMMISSIONERS (TENTATIVE) MEETING AGENDA

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Meeting ID: 987 1521 9287

**Dial 1-929-436-2866 Access Code – 901128**

|                                      |  |  |  |
|--------------------------------------|--|--|--|
| 16 Public Hearing<br><b>2021-382</b> | The Planning Board recommends approving an application by <b>Chris Shea &amp; Alice Hurst</b> as agent for <b>John P. Shea &amp; Rebecca Shea</b> for a Sketch Plan located on Hwy 119 South for the Variance located at 315 Orville Road to allow for the sale of parcels from a minor subdivision Map# 344 Parcel# 26 in the Third District        |  |  |
| 17 Second Reading<br><b>2021-383</b> | Consideration to approve the Second Reading of an application by <b>Chris Shea &amp; Alice Hurst</b> as agent for <b>John P. Shea &amp; Rebecca Shea</b> for a Sketch Plan located on Hwy 119 South for the Variance located at 315 Orville Road to allow for the sale of parcels from a minor subdivision Map# 344 Parcel# 26 in the Third District |  |  |
| 18 Public Hearing<br><b>2021-384</b> | The Planning Board recommends approving an application by <b>Travis Bazemore</b> to rezone 4 out of 11.70 acres located off of Nellie Road from AR-1 to AR-2 to allow for division of the parcel Map# 461 Parcel# 12 in the Fifth District   |  |  |
| 19 Second Reading<br><b>2021-385</b> | Consideration to approve the Second Reading of an application by <b>Travis Bazemore</b> to rezone 4 out of 11.70 acres located off of Nellie Road from AR-1 to AR-2 to allow for division of the parcel Map# 461 Parcel# 12 in the Fifth District  |  |  |
| 20 Public Hearing<br><b>2021-386</b> | The Planning Board recommends approving an application by <b>Douglas Edwards</b> as agent for <b>Deland Properties, LLC</b> for a Variance located at 169 & 183 Commercial Court to waive the 50 foot buffer requirement between commercial and industrial zoned parcels Map#465D Parcel# 12 & 13 in the Fifth District                              |  |  |
| 21 Second Reading<br><b>2021-387</b> | Consideration to approve the Second Reading of an application by <b>Douglas Edwards</b> as agent for <b>Deland Properties, LLC</b> for a Variance located at 169 & 183 Commercial Court to waive the 50 foot buffer requirement between commercial and industrial zoned parcels Map#465D Parcel# 12 & 13 in the Fifth District                       |  |  |
| 22 Public Hearing<br><b>2021-388</b> | The Planning Board recommends approving an application by <b>Tonya Gunn</b> , as agent for <b>Patricia B. Anderson</b> to rezone 2.75 acres located at Holly Lane from AR-1 to AR-2 to allow for the   |  |  |

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS  
(TENTATIVE) MEETING AGENDA**

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Meeting ID: 987 1521 9287

**Dial 1-929-436-2866    Access Code – 901128**

|                               |  |  |  |
|-------------------------------|--|--|--|
|                               | division of the parcel Map# 476 Parcel# 13 in the Fifth District   |  |  |
| 23 Second Reading<br>2021-389 | Consideration to approve the Second Reading of an application by <b>Tonya Gunn</b> , as agent for <b>Patricia B. Anderson</b> to rezone 2.75 acres located at Holly Lane from AR-1 to AR-2 to allow for the division of the parcel Map# 476 Parcel# 13 in the Fifth District |  |  |
| <b>XV Adjournment</b>         |  |  |  |



## Staff Report

**Subject:** Audit Calendar  
**Author:** Christy Carpenter, Finance Director  
**Department:** Finance  
**Meeting Date:** 07/20/2021  
**Item Description:** Consideration to approve the audit calendar for fiscal year 2021-2022.

**Summary Recommendation:**  
Informational Only

**Executive Summary/Background:**

Since 2015 Lanier, Deal & Proctor (formerly Thigpen, Lanier, Westerfield & Deal) has provided audit services of the County's Financial Statements.

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

**Alternatives for Commission to Consider:**

1. To approve the audit calendar for fiscal year 2021-2022 as presented.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** n/a

**Department Review:** Finance

**Funding Source:** N/A

**Attachments:**

1. Audit Calendar



**EFFINGHAM COUNTY**  
**Proposed Audit Calendar**  
**Fiscal Year Ending 6/30/2021**

| <u>Dates</u>                         | <u>Processes</u>  |
|--------------------------------------|---|
| 9/20/2021                            | Preliminary Trial Balance to Auditor  |
| 9/20/2021                            | Pre field work conference & County related work papers provided   |
| 09/22/2021 - 09/30/2021              | Pre field work conference with Elected Officials & Related Agencies<br>Initial Site visits and field work to begin for Officials & Related Agencies<br>Sheriff's Office, Probate, Probation, Tax Commissioner, State Court<br>Magistrate & Superior Court |
| 10/5/2021                            | Status report due to the Board of Commissioners   |
| 10/05/2021 - 10/30/2021              | Field work for direct County related financial work papers  |
| 11/2/2021                            | Status report due to the Board of Commissioners   |
| 11/08/2021 - 11/12/2021              | Preliminary proposed auditors entries and trial balance   |
| 11/16/2021                           | Status report due to the Board of Commissioners   |
| 11/17/2021                           | Draft legal disclosure letter to the auditor from the attorney  |
| 11/18/2021 - 11/29/2021              | Preliminary Financial Statement Draft   |
| Closed Thanksgiving - November 25-26 |   |
| 11/29/2021 - 12/03/2021              | Staff draft of Management , Discussion and Analysis   |
| 12/06/2021 - 12/10/2021              | Audited Financial Statements Finalized & Mangement Representation Letter  |
| 12/21/2021                           | Audit Financial Statements Finalized - Submitted to the Board of Commissioners  |
| 12/21/2021                           | Annual Financial Statement Presentation to the Board of Commissioners   |
| 12/21/2021                           | Auditors Presentation   |
| 12/20/2021                           | Landfill Assurance Report   |

## Staff Report

**Subject:** Location Agreement (Fourth District)  
**Author:** Teresa Concannon, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Consideration to approve a location agreement for Historic Effingham Society to hold their October 16 Fall Festival at 204 Early St.

### Map #S100 Parcel #15

#### Summary Recommendation:

Staff recommends approval for a Location Agreement for the county-owned building at 204 Early Street, Springfield, for the purpose of a Fall Festival and Art Show on October 16, 2021, from 10 am to 5pm.

#### Executive Summary/Background:

- The key will be needed two days in advance, for clean-up, any necessary repairs, and set-up.
- The HES will retain the key until the festival display is dismantled, and the facility has been cleaned.

#### Alternatives for Commission to Consider

1 - Approve request for a Location Agreement for the Historical Effingham Society Fall Festival on October 16, 2021, with the following stipulations:

1. Off-street parking provided on the property.
2. All Covid-19/CDC guidelines should be followed (if applicable at the time).

2 - Deny request for a Location Agreement for the Historical Effingham Society Fall Festival on October 16, 2021.

#### Recommended Alternative: 1

#### Other Alternatives: 2

**Department Review:** Development Services

**Funding Source:** N/A

**Attachments:** 1. Location Agreement

## LOCATION AGREEMENT

This Location Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Historic Effingham Society (HES) and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, County owns the building located at 204 Early Street, Springfield, Georgia 31329, (hereinafter referred to as the "Site"); and

WHEREAS, HES wishes to utilize the Site for the purpose of a doll show and art exhibit (hereinafter referred to as "Show"); and

WHEREAS, the Parties wish to set forth the terms and conditions upon which HES shall be permitted to utilize the Site for its Show; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. **Grant and Release.** The County owns the Site and hereby grants HES permission to conduct its Show at the Site in the manner and during the term hereinafter specified. HES accepts the Site "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. HES releases County from any and all claims, demands, or causes of action which HES, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in the Site. HES further agree to indemnify and hold County harmless for any injury to HES's employees and agents while on the Site.
2. **Term.** HES shall have use of the Site on October 16, 2021 from the hours of 10:00 a.m. to 5:00 p.m. (hereinafter called the term of this agreement). The use of the Site shall not be longer than five (5) days. HES shall have no right at any other time to use the Site for its Show or any other purpose. However, the parties may alter the date and/or time by agreement in writing.
3. **Payment.** HES shall pay \$ 25 for the use of the Site. This fee shall only provide for the use of the Site and for no other purposes, acts, or duties.
4. **Restrictions on Use.** HES's permission to conduct its Show at the Site shall extend only to those activities described herein and HES agrees to the following conditions and limitations:
  - (a) Preparation for its Show and cleanup of the Site following its Show shall be the sole responsibility of HES. HES agrees that it will, following its use of the site, and before leaving the Site, restore same to as good a condition as existed prior to such use by HES.
  - (b) HES shall not cause or permit any illegal activity to be conducted upon the Site.
  - (c) HES shall make no changes or alterations to the Site without prior written consent of the County. HES shall be responsible for any damages to the Site resulting from use or occupancy thereof by itself, its agents, servants, or invitees and shall repair any damage to the Site prior to vacating the Site.

- (d) HES may put up appropriate props and scenery at the Site, however, all props and scenery must be put up in such a manner that no damage will be caused to the Site.
5. **Protection Against Accident to Employees and the Public.** HES shall at all times exercise reasonable precautions for the safety of County employees and others on or near the Site and shall comply with all applicable provisions of Federal, State, County, and Municipal safety laws.
  6. **Laws and Ordinances.** HES shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect HES or the work, and shall indemnify and hold harmless the County against any claim arising from the violation of any such laws, ordinances and regulations whether by HES or its employees or agents.
  7. **Indemnification.** HES shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the Site by HES arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of HES, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of HES on the Site.
  8. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, HES shall be responsible for any and all damage related in any manner to its use of the Site.
  9. **Assignment and Subletting.** HES shall not assign or sublet this Agreement.
  10. **Termination.** After notification by County to HES that HES is in violation of or has violated any of the provisions set forth in this Agreement, HES shall remedy the violation and/or prevent its reoccurrence. HES agree that in the event it fails, without delay, to remedy a violation or if they allow a violation to reoccur, the County may immediately terminate this agreement. In the event of such termination, HES shall immediately proceed to vacate the Site and return it to its condition prior to HES's use. HES agree that its failure to do so shall be deemed a criminal trespass.
  11. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.
  12. **Misc.** In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. 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. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

**Effingham County Board of Commissioners:**

ATTEST:

\_\_\_\_\_

Wesley M. Corbitt, Chairman

\_\_\_\_\_

Stephanie D. Johnson, County Clerk

Date: \_\_\_\_\_

**Historic Effingham Society**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Staff Report

**Subject:** MOU between Savannah Technical College and ECEMS

**Author:** Wanda McDuffie

**Department:** EMS

**Meeting Date:** June 15, 2021

**Item Description:** Agreement between Savannah Technical College and Effingham County EMS is to provide instruction and practice to the students to meet their educational goals and to create a highly trained work force.

**Summary Recommendation:** Recommend approval of the agreement.

**Executive Summary/Background:** All new EMT and Paramedic students are required to ride clinical hours on an ALS ambulance. Effingham County EMS has well trained staff with many years of experience that can offer guidance and knowledge to the newer medics. All students are required to have \$1,000,000 liability insurance. The scheduling of the students, maximum of 15, will be coordinated between the EMS Office and Savannah Technical College. This is a standard MOU that is used with other agencies.

**Alternatives for Commission to Consider:**

1. To approve the Memorandum of Understanding between Savannah Technical College and Effingham County EMS.
2. To not approve the MOU.
- 3.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** EMS

**Funding Source:** No funds needed.

**Attachments:**

1. MOU Documents

**Memorandum of Agreement  
between  
Savannah Technical College  
and  
Effingham County Emergency Medical Services**

**I. Purpose**

The purpose of this Memorandum of Agreement (“Agreement”) is to provide instruction and practice for Savannah Technical College Students (“Students”) at Effingham County Emergency Medical Services. The instruction and practice is intended to benefit the College’s Students in accomplishing their educational goals and create a highly trained work force.

**II. Parties**

Savannah Technical College (hereinafter the “College”) and the Effingham County Emergency Medical Services (hereinafter the “Facility”).

**III. Affiliating Agreement**

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept Students in the Health Sciences programs for College faculty coordinated clinical experience in the Students’ field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information, or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude participant’s participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College’s Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

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Effingham County Emergency  
Medical Services

- D. The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E. The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G. Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.
- H. No College faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the clinical rotation. Nor shall any College faculty or Student hold him or herself out as an employee or agency of the Facility during the clinical rotation.

**IV. The Facility Agrees To The Following:**

- A. Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. The Facility will retain responsibility for the care of the patients, clients, and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client, or customer care.
- C. Observe the following personnel policies:
  - 1. College faculty and Students will be permitted to observe the College's calendar for holidays and events;
  - 2. Students will be allowed to make up time lost due to unavoidable absences;



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3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience;
  4. Faculty employed by the Technical College System of Georgia ("TCSG") or the College will be under the full jurisdiction of the College's administration.
- D.** The Facility shall maintain insurance, as it deems advisable to protect itself as appropriate given the College's limitations on liability for damages as described below in Paragraph V, subsections (I), (J), and (K).
- E.** Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- F.** Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- G.** In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the College's infection control personnel.
- H.** Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
- I.** Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
  2. The training is for the benefit of the Students;

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Effingham County Emergency  
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- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H. Require the observance of Faculty policies and procedures by the Students and Faculty.
- I. Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K. The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et seq.).
- L. The College shall to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.
- M. Maintain the following information on each Student and College faculty member who will be participating in clinicals: name, address, and insurance information.

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Effingham County Emergency  
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## **VI. Withdrawal of Student from Program**

- A.** The Facility may request the College to withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institution for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures, and rules of the College or Facility.
- B.** The College may request the withdrawal of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

## **VII. Representatives**

Any communication regarding this contract should be directed to the following representatives:

For the College:

Kathy S. Love, Ed.D.  
President  
Savannah Technical College  
5717 White Bluff Road  
Savannah, Georgia 31405

For the Facility:

Effingham County Emergency  
Medical Services  
Wanda McDuffie, EMS Director  
601 N. Laurel Street  
Springfield, GA 31329

## **VIII. Prohibition of Gratuities**

All of the parties hereby certify that the provisions of O.C.G.A. §45-10-20 through §45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities,

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Medical Services

have not been violated and will not be violated in any respect throughout the term of this Contract.

**IX. Additional Mutual Agreements**

- A. Background Check and Drug Screen.** Before the Student begins his or her educational experience at the Facility, each Student will be required by the Facility to submit to drug testing and background check. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility's standards on these tests may be withdrawn from participation in the clinical experience at the Facility at the Facility's request. No information regarding the specific deficiencies of the Student's test results shall be shared with the College.
- B. Confidentiality.** Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record, or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. College, Students and College faculty shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), College agrees that the College will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information, which the Facility wishes considered confidential, shall be clearly marked and identified as "confidential". No copies of confidential information shall be provided to College, College faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the College would be required to produce under the Georgia Open Records Act.

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- C. Licensing.** The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

**X. Miscellaneous**

**A. Term**

1. The terms and conditions of this agreement shall be periodically reviewed by the Parties.
2. This agreement will remain in effect until December 21, 2023.
3. Either party may terminate this agreement upon a 90-day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the Facility shall be given the opportunity to complete the educational experience.

**B. Entire Agreement**

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

**C. Assignment**

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

**D. Applicable law**

This Agreement shall be governed in all respects by the laws of the State of Georgia.

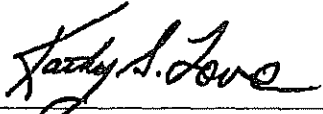
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**E. Amendments in Writing**

No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Savannah Technical College

Effingham County Board of Commissioner's

  
\_\_\_\_\_  
Kathy S. Love, Ed.D.  
President

\_\_\_\_\_  
Effingham County Board of Commissioner's

10/21/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Savannah Technical College does not discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to Regina Thomas-Williams, Title IX Coordinator, Savannah Technical College, 5717 White Bluff Road, Savannah, Georgia, 31405, and Melanie Collins Wilder, Section 504 Coordinator, Savannah Technical College, 5717 White Bluff Road, Savannah, Georgia 31405.

## Staff Report

**Subject:** Secure The Vote Help America Vote Act (HAVA) Grant Award  
**Author:** Christy Carpenter, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 07-20-2021  
**Item Description:** Consideration for ECBOC to ratify and affirm an acceptance of award for a Georgia Secretary of State Secure The Vote Help America Vote Act (HAVA) grant.

### Summary Recommendation:

Staff is requesting approval for ECBOC to ratify and affirm an acceptance of award for a Georgia Secretary of State Secure The Vote Help America Vote Act (HAVA) grant.

### Executive Summary:

In the 2019 regular session, the Georgia legislature passed HB316 and approved bond funding of up to \$150 million to provide for a new verifiable paper ballot Statewide Voting System (SVS) for all counties in the state. In 2018, Georgia received funds from the Help American Vote Act (HAVA), some of which Secretary Raffensperger had authorized for direct grants to counties. These grants were for the purpose of bolstering cyber and physical election systems security, making polling places and voting more accessible and providing for general purposes of implementing the new SVS. Effingham County Board of Elections & Registration purchased items that helped with the implementation of the new voting system.

### Background:

1. The awarded funding amount is \$9,555.80.
2. Security and Accessibility grants will be reimbursed at 3 to 1 up to \$15,000; General Implementation will be reimbursed at a rate of 1 to 1 up to \$10,000.

### Alternatives for Commission to Consider:

1. Ratify and affirm an acceptance of award for a Secure The Vote HAVA grant.
2. Do not approve to ratify and affirm an acceptance of award for a Secure The Vote HAVA grant.
3. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** Effingham County Board of Elections & Registration

**Funding Source:** General Fund

### Attachments:

1. Copy of Award

# Effingham County

V142697

| Date Requested | Security    | Accessibility | General     | Covid | Docs/Receipt Narrative | State Grant Amount |
|----------------|-------------|---------------|-------------|-------|------------------------|--------------------|
| 4/1/2020       | \$ 5,149.57 | \$ 98.00      | \$11,240.24 | 0 Y   | Y                      | \$9,555.80         |

Total HAVA Grant to County

**\$9,555.80**

County Match Total

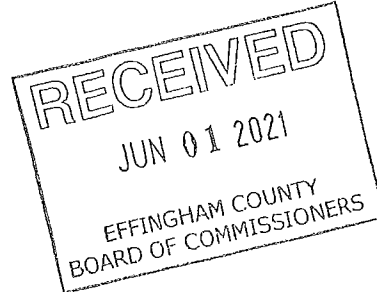
Percent Match Total

\$ 6,932.01  
42.04%

Effingham County Elections

601 North Laurel Street

Springfield, GA 31329



JUN 10 AM 9:58

Page: 1 of 1  
Vendor Number: [REDACTED]  
Vendor Name: EFFINGHAM COUNTY

## STATE OF GEORGIA

Secretary of State  
Atlanta GA 30334  
Bank: 1200 - 2570

Check No: [REDACTED]  
Check Date: 05/26/2021  
Check Total: \$9,555.50

| Invoice Number   | Invoice Date | Voucher ID | Gross Amount | Discount Taken | Paid Amount |
|--|--------------|------------|--------------|----------------|-------------|
| EFFINGHAM CO 4.1.20 HAVA<br>Total HAVA Grant to County | 07/01/2020   | 00142697   | 9,555.50     | 0.00           | 9,555.50    |



STATE OF GEORGIA  
Secretary of State  
Seq No: 3 2 Martin Luther King Jr. Drive S.E. Room 820 West Tower  
Atlanta GA 30334

Vendor No: [REDACTED]  
Check Date: 05/26/2021

64-10/610

Pay \*\*\*\*Nine thousand five hundred fifty-five and 50/100 Dollar \*\*\*\*

Pay To The Order Of  
EFFINGHAM COUNTY  
BOARD OF COMMISSIONERS  
601 NORTH LAUREL ST  
SPRINGFIELD GA 31329

\$9,555.50

Void After 60 Days

SunTrust Bank



*Brad Raffensperger*  
Authorized Signature



## Staff Report

**Subject:** Rezoning (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Joseph Dyches** as Agent for **PEFKOS LAND & TIMBER, LLC** requests to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent parcel. Located at 1445 Old Dixie Highway.

### Map# 364A Parcel# 36

#### Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent AR-1 parcel, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to combine the .9-acre parcel with the adjacent 139.7-acre parcel, to provide access to Old Dixie Hwy.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 0.9 acres from **R-1** to **AR-1**, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
  2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

#### Alternatives

1. **Approve** request to rezone 0.9 acres from **R-1** to **AR-1**, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
  2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 0.9 acres from **R-1** 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. Deed

4. Plat
5. Aerial photograph

## ATTACHMENT A

### EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Joseph Dyches (Agent - see attached) Date 4-29-2021

Applicant email address joseph@canebrakecivil.com Phone # 843-441-2630

Property owner(s) PEFKOS Land & Timber, LLC email THolley103@aol.com

Telephone Number (940 ) 781-6047

Mailing Address PO Box 3602, Wichita Falls, TX 76301

Property location 1445 Old Dixie Highway

Present zoning R-1

Proposed zoning AR-1

Present land-use Vacant

Proposed land-use Single-family residential. Access for adjoining ~140 acres of the same owner.

Tax Map # 364A-36 Parcel # 0036 Lot # 36

Total Acres 0.9 Acres to be rezoned 0.9

Lot characteristics Vacant, ~340' deep x ~100' wide

Water Public Private Sewer Public Private

Proposed access Old Dixie Highway / shared driveway

Justification Rezoning to match the adjoining, larger parcel of the same owner is required to allow for combination of properties.

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

North R-1 South R-1

East AR-1 West AR-1

1

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, as it remains the only access to the ~140 adjoining acres of the same property owner. Construction on the site would limit future use of the adjoining property.

---

3. Describe the use that you propose to make of the land after rezoning.

Access / single-family residential

---

---

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

Single-family 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 will allow for combination of property with adjoining ~140 acres for single-family consistent with the surrounding areas.

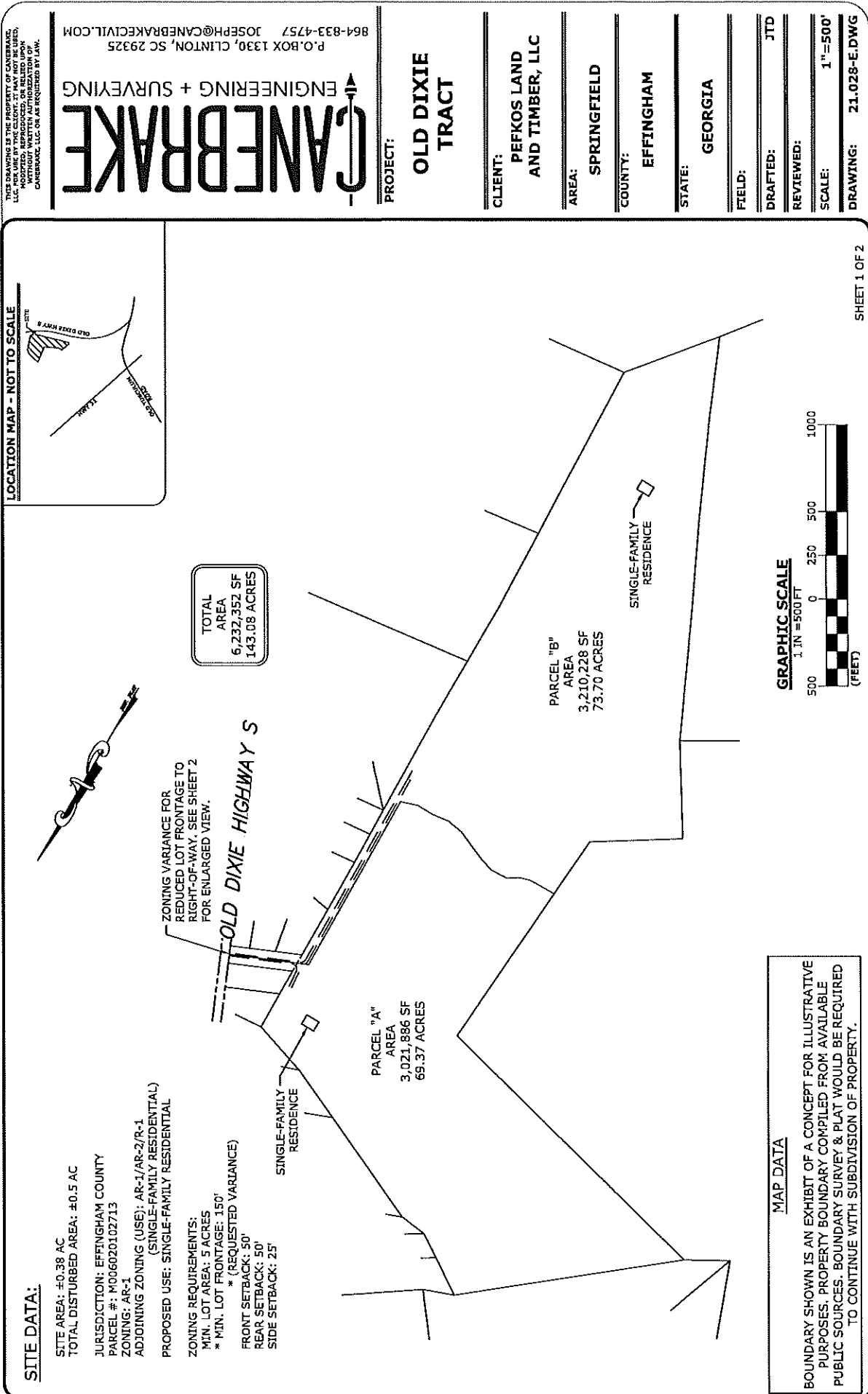
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6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

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**ATTACHMENT B**

**EFFINGHAM COUNTY OWNERSHIP CERTIFICATION**

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

12/16/2013 & 12/18/2013, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 2225 page 945 & 405.

Owner's signature Thomas T. Holley Jr. Sole Member PeFkos  
Owner's signature \_\_\_\_\_ (if applicable) LAND 1/2 Timber  
Owner's signature \_\_\_\_\_ (if applicable) LLC

\*\*\*\*\*

**AUTHORIZATION OF PROPERTY OWNER**

(Please complete this section if the owner is giving another person authority  
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,  
conditional use, or rezoning of my property.

Name of Applicant/Agent: JOSEPH DYCHES

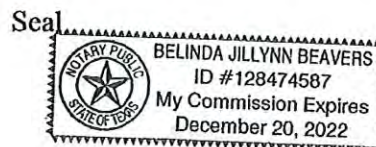
Address: 202 W MAIN STREET, CLINTON SC 29325

Telephone #: 864-833-4757 email: Joseph@CanebrakeCivil.com

Personally appeared before me Thomas T. Holley Jr.  
who swears that the information contained in this authorization is true and correct to the best  
of his/her knowledge and belief.

Notary: Belinda Jillynn Beavers

Date: 4-22-2021

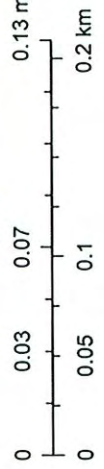











1:4,514



Minor Arterial Image

Red: Red  
Green: Green

| Road Centerlines_4K   | Highway | Local | Major Arterial |
|---|---------|-------|----------------|
|  |         |       |                |
|  |         |       |                |
|  |         |       |                |

R-1  
County  
CountyE

4/29/2021, 5:22:01 PM

EffinghamCountyZoneClass

EffinghamCo  
AR-1  
AR-2

ArcGIS Web AppBuilder  
Maxar | Esri, Inc., City of Naperville, Illinois |



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.

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 Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36) from R-1 to AR-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36)** from **R-1** 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?
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- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
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- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant (**Joseph Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36)** from **R-1** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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.

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 (**Joseph Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36)** from R-1 to AR-1 zoning.

- Yes No 1. Is this proposal inconsistent with the county's master plan?
- Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No 7. Are nearby residents opposed to the proposed zoning change?
- Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS. 5/24/21.

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Joseph Dyches as Agent for **PEFKOS LAND & TIMBER, LLC** requests to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent parcel. Located at 1445 Old Dixie Highway.

### Map# 364A Parcel# 36

#### Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent AR-1 parcel, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to combine the .9-acre parcel with the adjacent 139.7-acre parcel, to provide access to Old Dixie Hwy.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 0.9 acres from **R-1** to **AR-1**, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
  2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

#### Alternatives

1. **Approve** request to rezone 0.9 acres from **R-1** to **AR-1**, with the following conditions:
  1. The lot shall meet the requirements of the AR-1 zoning district.
  2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 0.9 acres from **R-1** 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. Deed

4. Plat
5. Aerial photograph

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
364A-36

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
364A-36

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 DYCHES as agent for PEFKOS LAND & TIMBER, LLC, has filed an application to rezone ninety hundredths (0.9) +/- acres; from R-1 to AR-1, to allow for recombination with an adjacent parcel; map and parcel number 364A-36, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT ninety hundredths (0.9) +/- acres; map and parcel number 364A-36, located in the 3<sup>rd</sup> commissioner district is rezoned from R-1 to AR-1, with the following conditions:

1. The lot shall meet the requirements of the AR-1 zoning district.
2. Recombination plat must be approved by the Zoning Administrator, 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:** Variance (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Joseph Dyches** as Agent for **PEFKOS LAND & TIMBER, LLC** requests a **variance** to waive the 150' lot frontage required for an AR-1 zoned parcel. Located at 1445 Old Dixie Highway, zoned AR-1 & R-1/proposed zoning AR-1.

**Map# 364A Parcel# 36**  
**Map# 364 Parcel# 31**

### Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with conditions.

### Executive Summary/Background

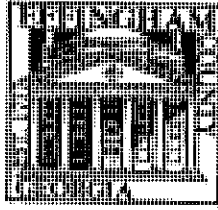
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:  
*That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*  
*That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The timber tract is landlocked without the parcel that fronts on Old Dixie Hwy.
- The owner plans to combine the parcels and then split the tract into two parcels for sale as estate lots. Both parcels will have driveway access to Old Dixie Hwy.
- The parcels will be limited to a single, shared, culvert for access control to Old Dixie Hwy, which is a county maintained road.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
  - A single culvert will access Old Dixie Hwy.
  - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives

- Approve** request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
  - A single culvert will access Old Dixie Hwy.
  - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Deny** request to waive the 150' lot frontage required for an **AR-1** zoned parcel

**Recommended Alternative:** 1  
**Department Review:** Development Services  
**Attachments:** 1. Variance application  
2. Ownership certificate

**Other Alternative:** 2  
**FUNDING:** N/A  
3. Site plan  
4. Aerial photograph



**EFFINGHAM COUNTY**  
**APPLICATION FOR A VARIANCE OR CONDITIONAL USE**

**DATE** 4/22/2021

**APPLICANT/AGENT NAME** Joseph Dyches

**APPLICANT/AGENT EMAIL:** Joseph@CanebrakeCivil.com

**APPLICANT/AGENT PHONE #:** 843-441-2630 (m) / 864-833-4757 (o)

**PROPERTY OWNER(s):** PEFKOS LAND & TIMBER LLC

**PROPERTY OWNER PHONE #:** 940-781-6047 **EMAIL** THOLLEY103@AOL.COM

**MAILING ADDRESS** P.O. Box 3602, Wichita Falls, TX 76301

**PROPERTY LOCATION** 1445 Old Dixie Highway

**PHONE #** \_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_

**MAP #** 0364A / 364

**PARCEL #** 0364A036 / 03640031

**ZONING** AR-1

**ACREAGE** +/-143.1

**NAME OF DEVELOPMENT (IF APPLICABLE)** N/A

**SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE /  
CONDITIONAL USE IS REQUESTED** ARTICLE V - 5.1.4 "MINIMUM LOT FRONTAGE"

**DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE**

Request variance from "Minimum Lot Frontage" identified in Zoning Ordinance Article V - 5.1.4, pertaining to the AR-1 zoning district.



**EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED**

Request is to facilitate the recombination of two parcels (0.9 ac / +/-142 ac) such that two parcels of similar acreage can be created and marketed as estate properties. Currently the 0.9 acre parcel is the only means of access to the larger area.

**THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:**

☒ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCIBLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.

☒ OWNERSHIP CERTIFICATE

☒ FILING FEE - \$200.00

☒ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN Joseph T. Dyche, Jr. DATE 4/22/2021

***\*\*Please include a copy of the plat identifying existing structures and imply future structures\*\****

\*\*\*\*\*

**OFFICIAL USE ONLY**

DATE RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_

DATE APPROVED BY COUNTY COMMISSIONERS \_\_\_\_\_

**ATTACHMENT B**

**EFFINGHAM COUNTY OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed  
Amendment to the Effingham County Zoning Ordinance by virtue of a deed date  
12/16/2013 & 12/18/2013, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 2225 page 945 & 405.

Owner's signature Thomas T. Helley Jr. Sole Member Pe Fikos  
Owner's signature \_\_\_\_\_ (if applicable) Land & Timber  
Owner's signature \_\_\_\_\_ (if applicable) LLC

\*\*\*\*\*

**AUTHORIZATION OF PROPERTY OWNER**

(Please complete this section if the owner is giving another person authority  
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,  
conditional use, or rezoning of my property.

Name of Applicant/Agent: JOSEPH DYCHES

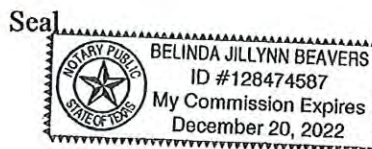
Address: 202 W MAIN STREET, CLINTON SC 29325

Telephone #: 864-833-4757 email: Joseph@CanebrakeCivil.com

Personally appeared before me Thomas T. Helley Jr.  
who swears that the information contained in this authorization is true and correct to the best  
of his/her knowledge and belief.

Notary: Belinda Jillynn Beavers

Date: 4-22-2021



# SITE DATA:

SITE AREA: #0.38 AC  
TOTAL DISTURBED AREA: #0.5 AC

JURISDICTION: EFFINGHAM COUNTY  
ZONING: AR-1

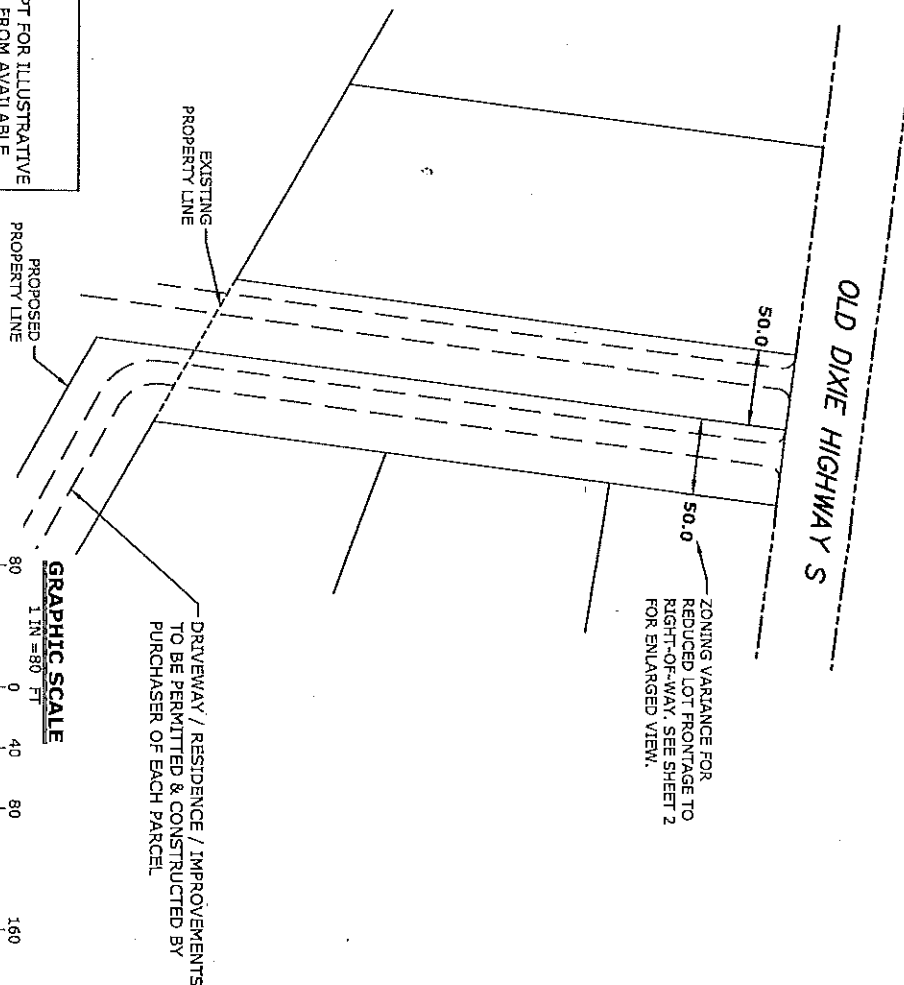
ADJOINING ZONING (USE): AR-1/AR-2/R-1  
(SINGLE-FAMILY RESIDENTIAL)  
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

## ZONING REQUIREMENTS:

MIN. LOT AREA: 5 ACRES  
\* MIN. LOT FRONTAGE: 150'  
\* (REQUESTED VARIANCE)  
FRONT SETBACK: 50'  
REAR SETBACK: 50'  
SIDE SETBACK: 25'

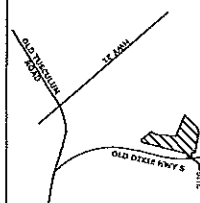
BOUNDARY SHOWN IS AN EXHIBIT OF A CONCEPT FOR ILLUSTRATIVE PURPOSES. PROPERTY BOUNDARY COMPILED FROM AVAILABLE PUBLIC SOURCES. BOUNDARY SURVEY & PLAT WOULD BE REQUIRED TO CONTINUE WITH SUBDIVISION OF PROPERTY.

## MAP DATA



SHEET 2 OF 2

## LOCATION MAP - NOT TO SCALE



**CANE BRAKE**  
ENGINEERING + SURVEYING

P.O. BOX 1330, CLINTON, SC 29325  
864-833-4757 JOSEPH@CANE BRAKE CIVIL.COM

## PROJECT:

OLD DIXIE  
TRACT

## CLIENT:

PEFKOS LAND  
AND TIMBER, LLC

## AREA:

SPRINGFIELD

## COUNTY:

EFFINGHAM

## STATE:

GEORGIA

## FIELD:

JTD

## REVIEWED:

1"=80'

## DRAWING:

21.028-EDWG

THIS DRAWING IS THE PROPERTY OF CANE BRAKE ENGINEERING + SURVEYING. IT IS NOT TO BE REPRODUCED, COPIED, OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF CANE BRAKE ENGINEERING + SURVEYING, LLC. © 2021

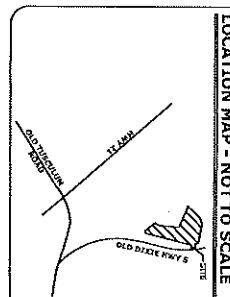
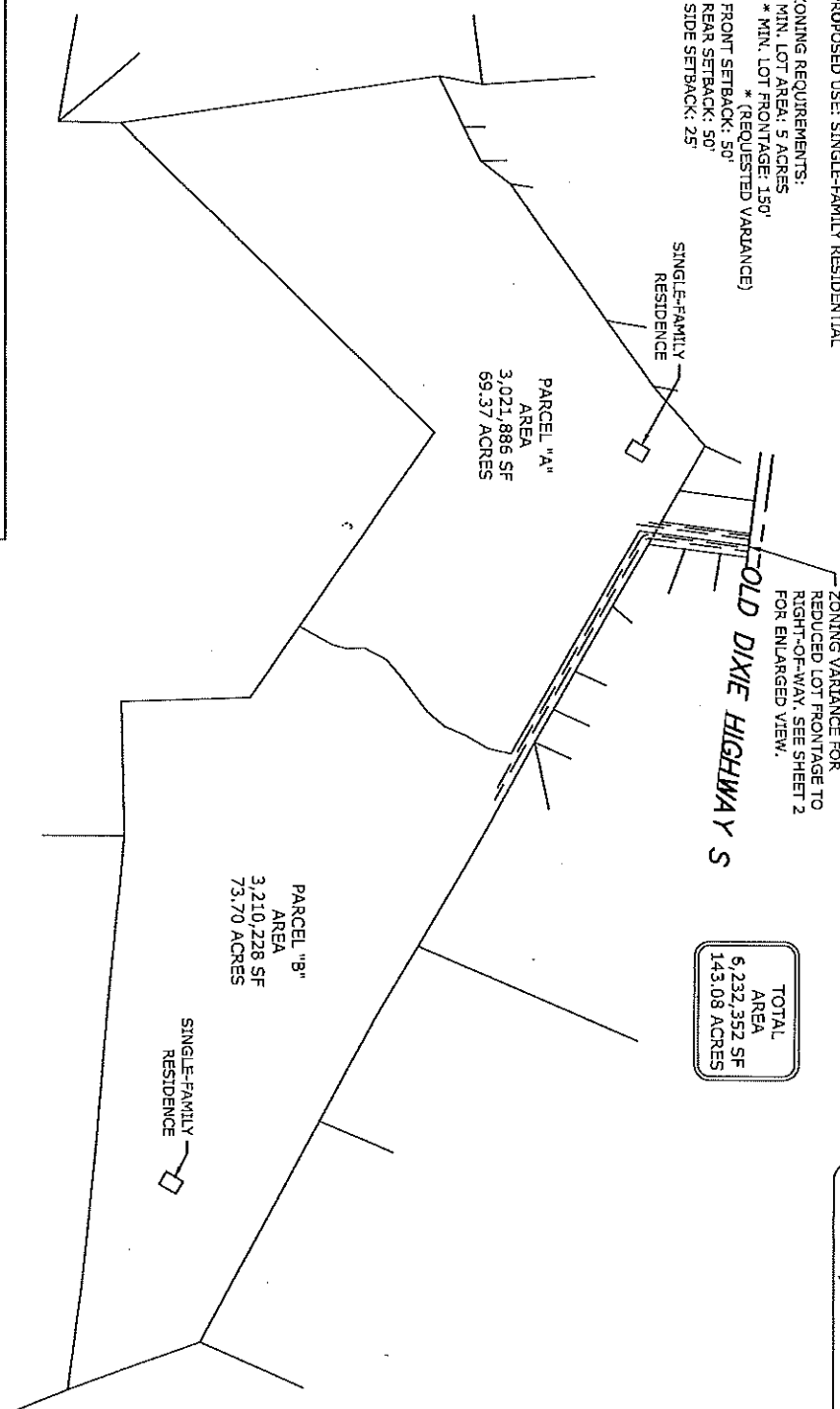
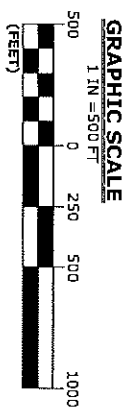
**SITE DATA:**

SITE AREA: ±0.38 AC  
TOTAL DISTURBED AREA: ±0.5 AC  
JURISDICTION: EFFINGHAM COUNTY  
ZONING: AR-1  
ADJOINING ZONING (USE): AR-1/AR-2/R-1  
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

ZONING REQUIREMENTS:  
MIN. LOT AREA: 5 ACRES  
\* MIN. LOT FRONTAGE: 150'  
\* (REQUESTED VARIANCE)  
FRONT SETBACK: 50'  
REAR SETBACK: 50'  
SIDE SETBACK: 25'

BOUNDARY SHOWN IS AN EXHIBIT OF A CONCEPT FOR ILLUSTRATIVE PURPOSES. PROPERTY BOUNDARY COMPILED FROM AVAILABLE PUBLIC SOURCES. BOUNDARY SURVEY & PLAT WOULD BE REQUIRED TO CONTINUE WITH SUBDIVISION OF PROPERTY.

**MAP DATA**



SHEET 1 OF 2

CLIENT:  
PEFKOS LAND  
AND TIMBER, LLC

AREA:  
SPRINGFIELD

COUNTY:  
EFFINGHAM

STATE:  
GEORGIA

FIELD:  
JTD

DRAFTED:  
JTD

REVIEWED:  
JTD

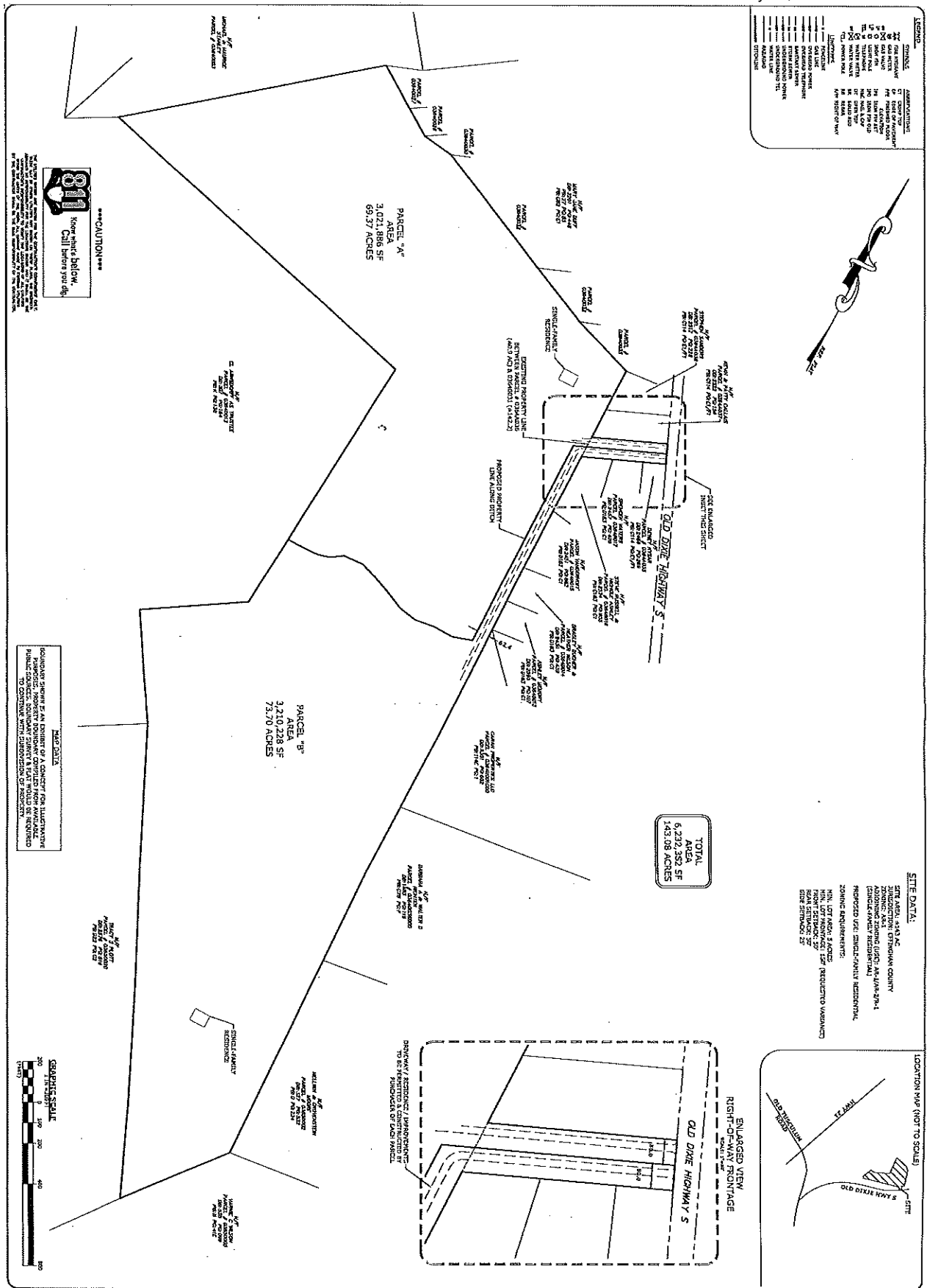
SCALE:  
1" = 500'

DRAWING:  
21.028-ELDVG

**CANE BRAKE**  
ENGINEERING + SURVEYING

P.O. BOX 1330, CLINTON, SC 29325  
864-833-4757 JOSEPH@CANE BRAKE CIVIL.COM

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**PROJECT**  
OLD DIXIE TRACT

**OWNER/CLIENT**  
PERKINS LAND AND TIMBER LLC

**LOCATION**  
EFFINGHAM

**STATE**  
GEORGIA

**DATE**  
JULY 20, 2021

**SCALE**  
AS SHOWN

**REVISIONS**  
REVISED / ISSUED

**EX**

**PROJECT**  
OLD DIXIE TRACT

**OWNER/CLIENT**  
PERKINS LAND AND TIMBER LLC

**LOCATION**  
EFFINGHAM

**STATE**  
GEORGIA

**DATE**  
JULY 20, 2021

**SCALE**  
AS SHOWN

**REVISIONS**  
REVISED / ISSUED

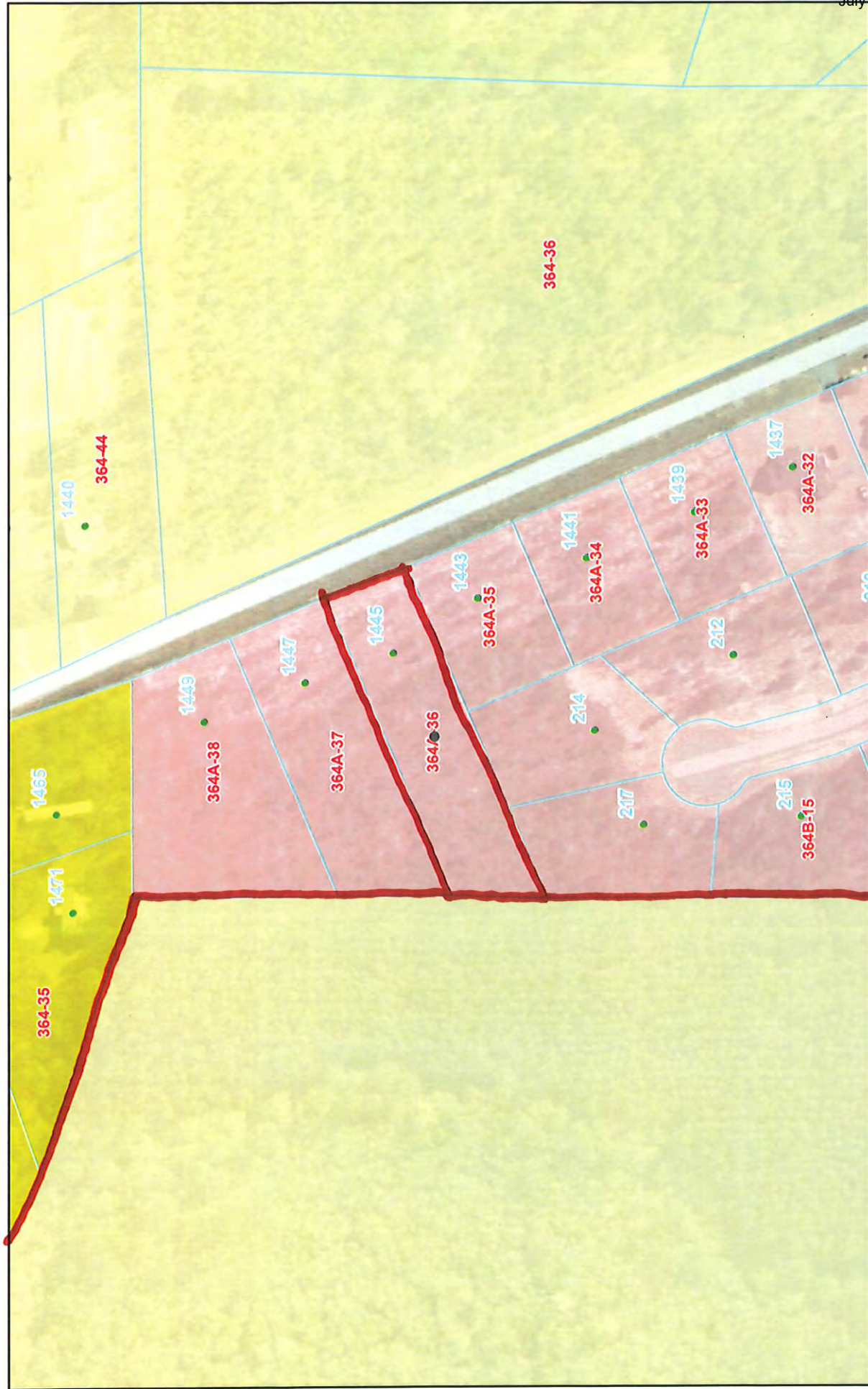
**CANE BRAKE**  
ENGINEERING + SURVEYING

PLA BOX 1336, CLINTON, SC 29325  
864-833-4757 JOSEPH@CANE BRAKE CIVIL.COM

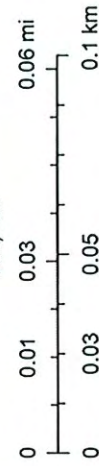


# 1445 Old Dixie Hwy

Old Business 03  
July 20, 2021



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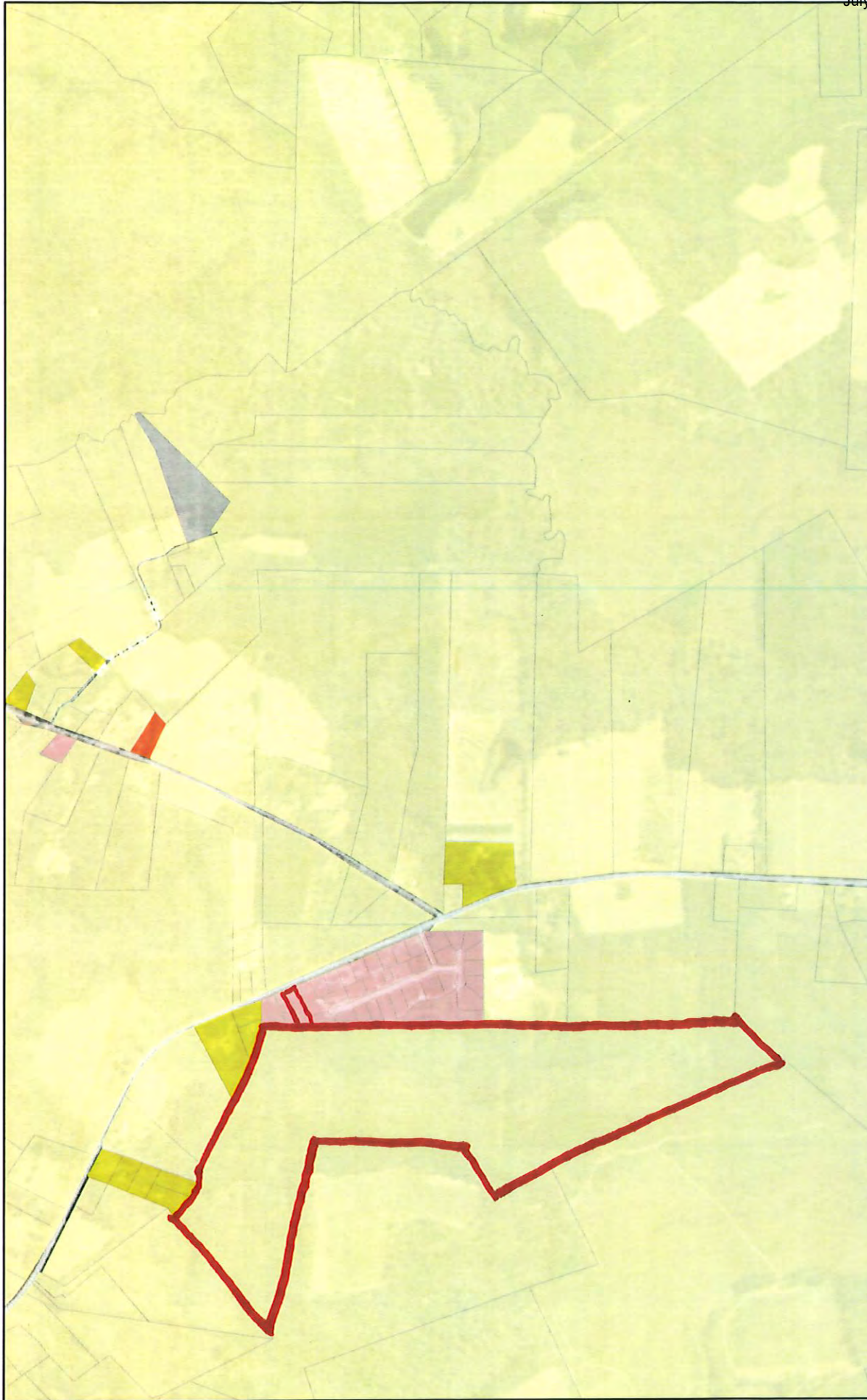


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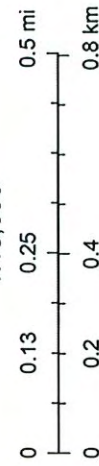
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  - AR-1
  - AR-2
- R-1
- County
  - CountyBoundary\_2K
- Road Centerlines\_2K
  - Collector
  - Freeway
- Highway
  - Local
  - Major Arterial
- Minor Arterial
- Railroad\_2K
- Red: Green



# 1445 Old Dixie Hwy



1:18,056



4/28/2021, 4:35:13 PM

- EffinghamCountyZoneClass
- AR-1
  - AR-2
  - R-1
  - B-2
  - Other
- Road Centerlines\_18K
- Highway
  - Collector
  - Freeway
  - Local
  - Major Arterial
  - Minor Arterial
  - Railroad\_18K
- CountyBoundary\_18K
- County

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Joseph Dyches as Agent for **PEFKOS LAND & TIMBER, LLC** requests a **variance** to waive the 150' lot frontage required for an AR-1 zoned parcel. Located at 1445 Old Dixie Highway, zoned AR-1 & R-1/proposed zoning AR-1.

**Map# 364A Parcel# 36**  
**Map# 364 Parcel# 31**

### Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:  
*That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*  
*That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- The timber tract is landlocked without the parcel that fronts on Old Dixie Hwy.
- The owner plans to combine the parcels and then split the tract into two parcels for sale as estate lots. Both parcels will have driveway access to Old Dixie Hwy.
- The parcels will be limited to a single, shared, culvert for access control to Old Dixie Hwy, which is a county maintained road.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
  - A single culvert will access Old Dixie Hwy.
  - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives

- Approve** request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
  - A single culvert will access Old Dixie Hwy.
  - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Deny** request to waive the 150' lot frontage required for an **AR-1** zoned parcel

### Recommended Alternative: 1

**Department Review:** Development Services

**Attachments:**

- Variance application
- Ownership certificate

### Other Alternative: 2

**FUNDING:** N/A

**Attachments:**

- Site plan
- Aerial photograph



**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
364A-36 & 364-31

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
364A-36 & 364-31

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 DYCHES as agent for PEFKOS LAND & TIMBER, LLC, has filed an application for a variance from the AR-1 requirement for 150' road frontage; map and parcel number 364A-36 & 364-31, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a variance from the AR-1 requirement for 150' road frontage; map and parcel number 364A-36 & 364-31, located in the 3<sup>rd</sup> commissioner district is approved, with the following conditions:

1. A single culvert will access Old Dixie Hwy.
2. Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.

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:** American Rescue Plan Act (ARPA) Grant Funds Disbursement Plan  
**Author:** Christy Carpenter, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 07-20-2021  
**Item Description:** Consideration to approve an American Rescue Plan Act (ARPA) grant funds Disbursement Plan.

### Summary Recommendation:

Staff is requesting approval of an American Rescue Plan Act (ARPA) grant funds Disbursement Plan.

### Executive Summary:

On May 10, 2021, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Reporting guidance requires that counties with a population below 250,000 residents which received more than \$5 million in funds to develop a Project and Expenditure Report. The Effingham County ARPA funds Disbursement Plan details project information the County is undertaking utilizing ARPA funds.

### Background:

1. The Effingham County ARPA funds Disbursement Plan shows project information for the total allocation.
2. Effingham County allocation as follows:

| ARP Funds        | Total Allocation | 1 <sup>st</sup> Payment | 2 <sup>nd</sup> Payment |
|------------------|------------------|-------------------------|-------------------------|
| Effingham County | \$12,469,813.00  | \$6,244,372.00          | \$6,225,441.00          |

3. There is no cost share requirement.

### Alternatives for Commission to Consider:

1. Approve the American Rescue Plan Act (ARPA) grant funds Disbursement Plan.
2. Do not approve the American Rescue Plan Act (ARPA) grant funds Disbursement Plan.
3. Provide Staff with Direction

**Recommended Alternative:** Staff recommends Alternative number 1

**Other Alternatives:** N/A    **Department Review:** Effingham County Board of Commissioners

**Funding Source:** No cost share requirement

**Attachments:** The Effingham County ARPA funds Disbursement Plan

# **DISBURSEMENT PLAN**

## **AMERICAN RESCUE PLAN ACT 2021**

### **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**



## **EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

**Mr. Wesley Corbitt, Chairman At Large,  
Mr. Forrest Floyd, District 1,  
Mr. Roger Burdette, District 2, Vice Chairman  
Mr. Jamie DeLoach, District 3  
Mr. Reggie Loper, District 4  
Mr. Phil Kieffer, District 5**

**OFFICE OF THE COUNTY MANAGER**

**JUNE 2021**

## **INTRODUCTION**

Effingham County, GA, like the vast majority of jurisdictions in the United States and other Countries in the world, is experiencing an unprecedented emergency as a consequence of the COVID-19 pandemic. Since the beginning of the emergency, Effingham County Board of Commissioners has implemented measures to address the pandemic. On March 14, 2020, Governor Kemp issued an executive order, no. 03.14.20.01, declaring a Public Health State of Emergency in the State of Georgia due to the imminent impact of the coronavirus.

## **BACKGROUND**

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA) (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's *American Rescue Plan*, is intended to combat the COVID-19 pandemic, including the public health and economic impacts. ARPA established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. As part of these funds, \$65.1 billion is provided in direct aid to counties and an additional \$1.5 billion for public land counties.

On May 10, 2021, the U.S. Department of the Treasury (Treasury) announced the launch of the CSFRF, established by ARPA, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Eligible state, territorial, metropolitan city, county, and Tribal governments were allowed to begin requesting CLFRF through the Treasury Submission Portal. Treasury also published an Interim Final Rule that details how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery. With the launch of CSFRF, eligible jurisdictions will be able to access this funding to address these needs.

## **EFFINGHAM COUNTY ALLOCATION AMOUNT**

### **Allocation methodology**

The CLFRF provides \$65.1 billion to counties. ARPA requires that these funds are allocated based on each county's population share of the total population of all counties, using the latest available population data from the U.S. Census Bureau. Treasury utilized the 2019 Census for the purposes of this allocation and Effingham County's estimate is as follows:

| <b>ARPA Funds</b> | <b>Total Allocation</b> | <b>1<sup>st</sup> Payment</b> | <b>2<sup>nd</sup> Payment</b> |
|-------------------|-------------------------|-------------------------------|-------------------------------|
| Effingham County  | \$12,469,813.00         | \$6,244,372.00                | \$6,225,441.00                |

Treasury will oversee and administer these payments to state and local governments, and every county will be eligible to receive a direct allocation from Treasury. Municipalities and counties will receive funds in two tranches – with 50 percent this year and the remaining 50 percent no earlier than 12 months from the first payment. Treasury is required to pay first tranche to counties no later than 60-days after enactment, and second payment no earlier than 12 months after the first payment.

In order to receive these funds in a timely manner, Effingham County requested their allocation of CSFRF through the Treasury Submission Portal.

On May 19, 2021, Effingham County received 50% of its total allocation, or \$6,244,372. These funds have been deposited into our account and will be expended as per this disbursement plan.

The monies will be assigned a new general ledger code so that the funds are segregated. The ARPA funds will be managed by the Effingham County Finance Department under directive from the Effingham County Manager.

## **ELIGIBLE AND INELIGIBLE USES OF THE FUNDS**

### **Eligible**

The funds must be used in accordance with the requirements of the U.S. Department of Treasury Interim Final Rule and Guidance for State and Local Fiscal Recovery Funds. Per Treasury Guidance, there are five primary ways, outside of the “lost revenue allowance”, where counties may invest funds and they are as follows:

- **Support public health response:** Fund COVID-19 mitigation efforts, medical expenses, behavioral health care and certain county public health, public safety, human services and other related staff
- **Address negative economic impacts:** Respond to economic harms to workers, families, small businesses, impacted industries and rehiring of public sector workers (including county staff)
- **Replace public sector revenue loss:** Use funds to provide government services to the extent of the reduction in revenue experienced during the pandemic – ***this provision allows a much broader use of Funds***
- **Premium pay for essential workers:** Offer additional compensation, up to \$13 per hour in additional wages, to those – both county employees and other essential workers in the community – who have faced and continue to face the greatest health risks due to their service. Counties should prioritize low- and moderate-income persons, with additional written justification needed for workers above 150 percent of the residing state’s average annual wage for all occupations or their residing county’s average annual wage, whichever is higher. **Funds can be used retroactively back to January 27, 2020**
- **Water, sewer and broadband infrastructure:** Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide unserved or underserved locations with new or expanded broadband access.

### **Ineligible**

Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. **Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use.**

The Interim Final Rule outlines identifies **several ineligible uses of Recovery Funds**, including:

- **Pension Funds** shall not be used for “extraordinary” deposits into a defined pension fund; **however,**

Treasury defines a “deposit” as an *extraordinary contribution* to a pension fund for the purpose of reducing an accrued, unfunded liability. **Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use**

- **Net reduction in tax revenue (limited to States and Territories)** if a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from a source(s) other than the Recovery Fund (***Note: This provision does not apply to counties***)
- **Other Restrictions include:**
  - **Using funds for non-federal match** when barred by another federal regulation or statute, including EPA’s Clean Water SRF, Drinking Water SRF, Economic Development Administration or Medicaid – ***See note on page 4 related to presidential order on FEMA’s state and local cost-share waiver***
  - **Funding debt service**, including costs associated with tax anticipation notes (TANs) or issuing short-term revenue (***Note: This is different than the CARES Act CRF, which allowed use of funds for TANs***)
  - **Legal settlement** or judgements
  - **Deposits to rainy day funds** or financial reserves
  - **General infrastructure** spending outside of water, sewer and broadband investments or above the amount allocated under “revenue loss” recoupment provision
  - **General economic development or workforce development activities**, unless they directly address negative economic impacts of the public health emergency or related to the “revenue loss” provision

Outside of water, sewer, broadband and facility upgrades related to Covid-19 response and mitigation, general infrastructure and economic development projects, such as new jails, roads and bridges and business parks, are prohibited. However, counties may use the portion of their “revenue loss” recoupment for these types of investments.

## **PROJECTS DESCRIPTIONS FOR THE TOTAL ALLOCATION, \$12,469,813**

As stated previously, Treasury has allocated Effingham County 50% of its total allocation, or \$6,244,372 and, it has been deposited into our account.

The projects designated for the total allocation are necessary, and are appropriate and allowable per Treasury Interim Final Rule and related guidance. The projects will be achieved in an effective, efficient, and equitable manner. Descriptions and associated costs are:

### **General Fund**

| <b>Projects</b>   | <b>Cost</b>         |
|---|---------------------|
| <b>7.1 Administrative Expense</b>   |                     |
| <p>1. <b>Court Services – AV System Upgrades</b> - Effingham County Court System is in need of major upgrades and improvements to the capabilities our courtrooms have to make proceedings more efficient. Due to the COVID-19 pandemic guidelines, it is recommended that no more than 10 people gather in the same place. This makes it difficult to conduct routine business within the court system. In order to move cases forward, we are adding audiovisual equipment to the courtrooms, which will allow judges the option to conduct court proceedings virtually.</p> <p>Whether participating remotely or in person, these upgrades will offer a better</p> | <b>\$250,000.00</b> |

|   |                     |
|---|---------------------|
| <p>experience for all parties involved at a hearing. This will benefit staff, visitors, their families and the entire community.</p> <p><b>Project Status:</b> Not started</p> <p><b># of Employees:</b></p>  |                     |
| <b>4.1 Public Sector Employees</b>  |                     |
| <p>2. <b>Public Safety Essential Employee One-time payment - Effingham County</b> has allocated a portion of its ARPA funds for identified county essential personnel to receive a one-time lump sum payment. These identified persons are employees whose duty involves unusual physical hardship or hazard in the performance of their duties outside of the norm.</p> <p>This is a benefit to staff, their families and to the community due to the heightened risk of exposure to COVID-19.</p> <p><b>Project Status:</b> Not started</p> | <b>\$117,300.00</b> |

## Wastewater Treatment Plant

| Projects   | Cost            |
|--|-----------------|
| <b>5.1 Clean Water: Centralized Wastewater Treatment</b>   |                 |
| <p>3. <b>RAS Pump &amp; Motor -</b> A Secondary sludge pumping (RAS/WAS) is needed as part of the treatment plant process. The return activated sludge (RAS) is continuously pumped back into the secondary biological treatment tank as part of the treatment process as well and is in need of repair. Excess from the settled sludge, which is waste activated sludge (WAS), is not pumping properly to the sludge handling process.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> Not started</p> <p><b># of Employees:</b> One County employee will oversee the project and three contract employees will be involved.</p> | <b>\$25,000</b> |
| <b>5.1 Clean Water: Centralized Wastewater Treatment</b>   |                 |
| <p>4. <b>Headworks Upgrades -</b> Headworks upgrades are needed. There is a backup of waste that restricts water and waste from flowing quickly into the Plant. The upgrade will enable pumps to work all the time to keep moving waste coming into the plant.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> Not started</p> <p><b># of Employees:</b> One County employee will oversee the project and five contract employees will be involved.</p>   | <b>\$50,000</b> |

| <b>5.1 Clean Water: Centralized Wastewater Treatment</b>   |                 |
|--|-----------------|
| <p>5. <b>Belt Press Upgrades</b> - An upgrade is needed for dewatering material and separating liquids and solids that pumps slurry into a series of empty chambers that are formed by plates of a filter press.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p>Project Status: Not started</p> <p><b># of Employees:</b> One County employee will oversee the project and four contract employees will be involved.</p>  | <b>\$50,000</b> |
| <b>5.2 Clean Water: Centralized Wastewater Collection and Conveyance</b>   |                 |
| <p>6. <b>SCADA</b> - The Supervisory Control and Data Acquisition (SCADA) System at the Waste Water Treatment Plant is outdated and operating on computers and software that are no longer supported. A new system is needed to be installed with new computers, software and data loggers in order to be able to operate the plant at peak efficiency. This technology will help to revolutionize what's possible for water and wastewater.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> 60% completed</p> <p><b># of Employees:</b> One County employee will oversee the project, two contract employees are involved and 4 new jobs were created.</p> | <b>\$30,000</b> |

## Water & Sewer

| <b>Projects</b>   | <b>Cost</b>         |
|---|---------------------|
| <b>5.8 Clean Water: Water Conservation</b>  |                     |
| <p>7. <b>Meter Replacement Project</b> - In order to maintain meters throughout Effingham County in support of the cyclical replacement of water meters, we want to continue the ongoing replacement project that helps keep meters in the distribution system up to current standards and specifications.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> Awaiting meter delivery</p> <p><b># of Employees:</b> One County employee will oversee the project, four contract employees will be involved.</p> | <b>\$262,500.00</b> |
| <b>5.1 Clean Water: Centralized Wastewater Treatment</b>  |                     |



|  |                              |
|--|------------------------------|
| <p>8. <b>I &amp; I Repairs</b> - Due to ground water infiltration into the sewer system, we are experiencing a decrease in capacity at the waste water treatment plant. These repairs will reduce the amount of I&amp;I going into the system so that we can recapture the capacity that is needed for continuing growth in our area. The water project will improve the water service areas of the county - to maintain water flow which will increase water pressure and quality throughout the county.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> Not started</p> <p><b># of Employees:</b> One County employee will oversee the project, three contract employees will be involved and 5 contract jobs will be created.</p>  | <p><b>\$200,000.00</b></p>   |
| <p><b>5.2 Clean Water: Centralized Wastewater Collection and Conveyance</b></p>  |                              |
| <p>9. <b>New Sanitary Force Main Engineering</b> - Professional engineering services are needed to include surveying, conceptual and final design, development of construction plans and specifications, permitting, and construction administration services for a new 18-inch PVC force main from the Hodgeville Road Lift Station #4 to the Effingham County Wastewater Treatment Plant. The objective of the project is to increase the pumping capacity of the Hodgeville Road Lift State #4 to accommodate additional development contributing wastewater to the lift station. The existing 12-inch force main is manifolded with the Greystone and Staffordshire lift stations. The existing force main does not have the capacity to serve projected future wastewater flows.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> 80% completed</p> <p><b># of Employees:</b> One County employee will oversee the project until new county project manager is hired, one contract employees will be involved and 3 contract jobs were created.</p> | <p><b>\$140,000.00</b></p>   |
| <p><b>5.2 Clean Water: Centralized Wastewater Collection and Conveyance</b></p>  |                              |
| <p>10. <b>New Sanitary Force Main Construction</b> - This water project will improve the water service areas of the county - to maintain water flow which will increase water pressure and quality throughout the county. Construction for a new 18-inch PVC force main from the Hodgeville Road Lift Station #4 to the Effingham County Wastewater Treatment Plant is needed. The objective of the project is to increase the pumping capacity of the Hodgeville Road Lift State #4 to accommodate additional development contributing wastewater to the lift station. The existing 12-inch force main is manifolded with the Greystone and Staffordshire lift stations. The existing force main does not have the capacity to serve projected future wastewater flows.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and</p>   | <p><b>\$6,834,000.00</b></p> |

|  |                              |
|--|------------------------------|
| <p>Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> Not started</p> <p><b># of Employees:</b> Two County employees will oversee the project and six contract jobs will be created.</p>   |                              |
| <b>5.2 Clean Water: Centralized Wastewater Collection and Conveyance</b>   |                              |
| <p><b>11. Looping A &amp; B Ext Construction</b> – Improvements are needed for a deteriorating water infrastructure in Effingham County. This project will improve water infrastructure problems where water mains will be connected to create a continuous flow and eliminate stagnant water in the system. This construction project is for all tools, materials, labor, supervision, and equipment for the Installation of 12,020 lf of 16" diameter C900 DR 18 PVC water main, connection to existing 16" diameter water main, fire hydrants, sampling station, HDD directional bores with 16" diameter FPVC water main, 2 inch diameter air release valves, erosion and sedimentation control and miscellaneous road construction to repair Blue Jay Road from water main installation.</p> <p>This eligible project aligns with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund and will increase operating efficiency, help the local environment, provide economic benefits, improve the reliability of compliance, and enhance the community's quality of life.</p> <p><b>Project Status:</b> Loop A-15% Complete; Loop B-Not started</p> <p><b># of Employees:</b> Two County employees will oversee the project and six contract jobs will be created.</p> | <p><b>\$5,500,000.00</b></p> |
|  |                              |
| <b>GRAND TOTAL ALL PROJECTS</b>  | <b>\$13,458,800.00</b>       |

## **IMPLEMENTATION**

Per Treasury Interim Final Rule and related guidance funds may cover cost from March 3, 2021 through December 24, 2024. Funds must be incurred by December 31, 2024 and expended with all work performed and completed by December 31, 2026.

For this reason, it is extremely important to establish a determined implementation plan, which takes into consideration this limitation in time, while establishing the necessary controls to comply with federal law and regulations. As part of this implementation plan, the County will periodically reevaluate the proposed distribution established in this plan and will make the necessary readjustments and reprogramming.

## **REPORTING**

As part of the County's commitment to transparency and fiscal responsibility, reports will be published of the use and disbursement of the ARPA funds. This report will include as much detail and information as possible per Treasury guidance.

## **AUDITS**

An audit process will be established per ARPA guidance and Effingham County agrees to cooperate with reporting and audit requirements required in order to ensure that said funds were used in accordance with applicable laws and regulations.

## Staff Report

**Subject:** Auditor Engagement Letter  
**Author:** Christy Carpenter, Finance Director  
**Department:** Finance  
**Meeting Date:** July 20, 2021  
**Item Description:** Consideration to approve a Letter of Engagement between the Effingham County Board of Commissioners and Lanier, Deal & Proctor for audit services

### Summary Recommendation:

Staff recommends approving a Letter of Engagement with Lanier, Deal & Proctor for audit services for fiscal year ending June 30, 2020

### Executive Summary/Background:

Since 2015 Lanier, Deal & Proctor (formerly Thigpen, Lanier, Westerfield & Deal) has provided audit services of the County's Financial Statements

Each fiscal year an audit is conducted. This audit is conducted in order to meet state and federal requirements of the county, to insure the financial statements of the county are presented fairly in all material aspects and are in conformity with generally accepted accounting principles known as GAAP. There are three major portions of the audit statements: The Independent auditors report, The Management Discussion and Analysis –County staff, and the Financial Statements. The Independent Auditors report is the auditor's opinion. Management Discussion and Analysis is staff's narrative of the audited statements. The financial statements contain both countywide and individual fund statements. The audit is conducted in accordance with GASB (Governmental Auditing Standards). The auditors work includes items such as, review of internal controls, review of recorded financial transactions, review of compliance related issues and examination and testing in order to express an opinion of these. Effingham County will have a single audit for FY21 due to the amount of federal funding received.

The cost of this service will not exceed \$47,900 without a single audit. With the single audit, it will add no more than \$5,000 for a total to not exceed \$52,900.

### Alternatives for Commission to Consider

1. Approve the request for the audit firm of Lanier, Deal and Proctor for audit services.
2. Provide staff with other direction

**Recommended Alternative:** Staff recommends alternative #1

**Other Alternatives:** Put out an RFP for auditing services

**Department Review:** Finance

**Funding Source:** Funding is in the FY22 budget in Department 15

### Attachments:

1. Engagement letter

## LANIER, DEAL & PROCTOR

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TIFFANY D. JENKINS, CPA, CGMA  
RICHARD N. DEAL II, CPA

June 17, 2021

To Effingham County Board of Commissioners and  
County Administrator  
601 N. Laurel Street  
Springfield, Georgia 31329

We are pleased to confirm our understanding of the services we are to provide the Effingham County Board of Commissioners for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Effingham County Board of Commissioners as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Effingham County Board of Commissioners' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Effingham County Board of Commissioners' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Effingham County Board of Commissioners' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual fund statements and schedules

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Effingham County Board of Commissioners. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws

or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Effingham County Board of Commissioners' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Effingham County Board of Commissioners' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Effingham County Board of Commissioners' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Effingham County Board of Commissioners in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.



Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR

make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Effingham County Board of Commissioners; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lanier, Deal & Proctor, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit

documentation will be provided under the supervision of Lanier, Deal & Proctor, CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

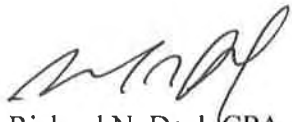
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or grantor agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 15, 2021 and to issue our reports no later than December 31, 2021. Richard N. Deal, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). We estimate that our gross fee, including expenses, will not exceed \$47,900 if a Single Audit is not required. If a Single Audit is required, we estimate our additional fees for Single Audit procedures will not exceed \$5,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Effingham County Board of Commissioners and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Richard N. Deal, CPA, CGMA  
Lanier, Deal & Proctor, CPAs

RESPONSE:

This letter correctly sets forth the understanding of the Effingham County Board of Commissioners.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Staff Report

**Subject:** Renewal of the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

**Author:** Alison Bruton, Purchasing Agent

**Department:** Solid Waste

**Meeting Date:** July 20, 2021

**Item Description:** Atlantic Waste Services, Inc. Contract Renewal

**Summary Recommendation:** Staff recommends renewal of the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc. through June 30, 2022

### Executive Summary/Background:

- Effingham County currently has an agreement in place with Atlantic Waste Services, Inc. for Solid Waste Collection and Recycling Services. The initial term of this agreement was February 20, 2018 through June 30, 2021.
- The contract states there will be (4) single-year renewals unless either party provides at least sixty (60) days prior written notice to the other party.

### Alternatives for Commission to Consider

1. Renewal of the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc. through June 30, 2022
2. Do not renew Agreement with Atlantic Waste Services, Inc. and submit termination letter.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, County Manager

**Funding Source:** Sanitation Fund

### Attachments:

1. Atlantic Waste Services, Inc. Agreement and Amendment 1

Contract: 17-001 – Solid Waste Collection and Recycling Services

**SOLID WASTE COLLECTION  
AND RECYCLING SERVICE AGREEMENT**

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

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

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

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

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

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

**TERM OF CONTRACT**

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

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

Contract: 17-001 – Solid Waste Collection and Recycling Services

**DEFINITIONS.**

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

*Board* means the Effingham County Board of Commissioners.

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

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

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

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

*County* means Effingham County, Georgia.

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

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

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

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

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

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

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

Contract: 17-001 – Solid Waste Collection and Recycling Services

*Mobile home* means a mobile or manufactured home, receiving residential-type waste collection.

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

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

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

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

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

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

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

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

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

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

*Refuse* means all residential solid waste.

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

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

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

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

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

*Residential recovered materials storage container* means a container that will allow collection of residential recovered materials meeting specifications established by the county.



Contract: 17-001 – Solid Waste Collection and Recycling Services

*Residential service fee* means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste and residential recovered materials for the administration of the county's solid waste program.

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

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

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

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

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

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

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

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

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

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

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

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

*White goods and furniture* means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators

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and freezers, which have had the doors removed and furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, which weight exceeds fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center

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

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

### **COLLECTION OF RESIDENTIAL SOLID WASTE**

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

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

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

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

### **YARD WASTE**

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

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

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

Contract: 17-001 – Solid Waste Collection and Recycling Services

**COLLECTION OF RECYCLABLES**

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

The Contractor shall collect, but not limit collection to, the following recyclable materials:

- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

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

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

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

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

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

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

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

**NEIGHBORHOOD CLEANUP PROJECTS**

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

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the

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following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed, with a maximum being 3 swap outs per container per event or 6 total per event.

**COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION**

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

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

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

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

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

**CONVENIENCE CENTER**

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8:00 a.m. until 5:30 p.m.

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

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

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

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

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

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

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

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

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

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

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

**SERVICE DAYS AND HOURS**

**Regular Schedule.**

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

**Holiday Schedule.**

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times,

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on a social media platform, the county website, the company website and local newspaper, schedule changes for holidays at least 10 (ten) days before any observed holidays. The following is a list of holidays:

*New Year's Day*  
*Thanksgiving Day*  
*Christmas Day*

**Changed Schedule.**

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

**Emergency Schedule.**

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

**COLLECTION SERVICE EXCEPTIONS**

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

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

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

**ROUTING**

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

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

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

**Route changes with County Consent**

- Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor's proposed date of the change.

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- Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

**Route Audits**

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

**ACCESS**

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

**INACCESSIBLE PREMISES**

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

**COLLECTION EQUIPMENT**

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

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

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

Vehicles are to have litter control devices.

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

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

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

Vehicles are not to be left standing on streets, and alleys unattended, except as made necessary by loading operations.



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

No advertising will be permitted on vehicles.

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

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

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

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

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

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

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

#### **RECEPTACLE SPECIFICATIONS**

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

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

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

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

#### **Repair or Replacement of lost or damaged Receptacle(s).**

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

#### **New Residential Units**

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of \$100.00 per occurrence. Timely shall mean that the

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carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

**Contractor Removal of Refuse Receptacles**

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

**SPECIAL RECEPTABLE ROLL OUT SERVICE**

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

a. *Without surcharge.* Contractor shall provide roll-out service without surcharge to the following individuals:

- Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
- Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

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

**MISSED COLLECTIONS AND COMPLAINT HANDLING**

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

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

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

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

- 17.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 17.3.2 Action taken to satisfy request or resolve complaint
- 17.3.3 Date of communication with Service Unit
- 17.3.4 Date and time of action taken

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17.4 Contractor shall configure the computerized customer database that stores the service request and complaint records so that those records can be provided to the County on short notice upon request.

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

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

**QUALITY OF PERFORMANCE OF CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

18.2.9 Failure for Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract - per occurrence: \$100.

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18.2.10 Failure of Contractor to comply with any State or local littering laws - per occurrence: \$100 in addition to any applicable fines levied.

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

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

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

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

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

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

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

**INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE**

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

**COLLECTION PERSONNEL**

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

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

Collection personnel will:

Perform in a safe, proper and effective manner, abiding by all applicable regulations.

Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.

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WILL NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

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

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

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

#### **MEETINGS AND AUDITS**

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

#### **RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT**

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

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

#### **HOUSE COUNT**

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

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**USE OF SUBCONTRACTORS**

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

**PAYMENT TO COMPANY**

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

**COMPLIANCE WITH LAWS**

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

**ANTI-DISCRIMINATION**

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

**AGREEMENT NOT AN EXCLUSIVE FRANCHISE**

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

**LICENSES AND TAXES**

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

**INDEMNIFICATION AND HOLD HARMLESS**

The residential service provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the residential service provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the county of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for

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which indemnification may be sought hereunder, the county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

**IMMUNITY**

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

**INSURANCE**

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

- a. Statutory workers' compensation insurance.
  1. Employer's liability for bodily injury by accident: \$500,000.00 each accident;
  2. Employer's liability for bodily injury by disease: \$500,000.00 policy limit \$500,000.00 each employee.
- b. Commercial general liability insurance.
  1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
  2. \$1,000,000.00 limit of liability per occurrence for personal injury;
  3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
  4. Additional insured endorsement which includes ongoing operations and completed operations.
- c. Auto liability insurance.
  1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
  2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and



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3. Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

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

- d. Excess liability insurance—Minimum \$5,000,000.00 limit of liability.
  1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
  2. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
  3. The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e. The cancellation provision must provide 90 days' notice of cancellation.
- f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.
- h. Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal service and must be provided to the County.
- i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
- j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider's expense.
- k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- l. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.
- m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
- n. The service provider shall at a minimum apply risk management practices accepted by the service provider's industry.

Contract: 17-001 – Solid Waste Collection and Recycling Services

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

**PERFORMANCE BOND**

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

**SERVICE CHARGE TO CONTRACTOR.**

The County shall pay to the Contractor the sum of :

**RESIDENTIAL**

|                |  |
|----------------|--|
| <u>\$11.00</u> | per month per residential unit for once weekly garbage & in cart yard waste collection |
| <u>\$ 4.00</u> | per month for bi-weekly recycling collection   |
| <u>\$ 8.50</u> | per month for each additional garbage cart per residence                               |
| <u>\$4.00</u>  | per month for each additional recycling cart per residence                             |

**COUNTY BUILDINGS**

|                 |  |
|-----------------|--|
| <u>\$125.00</u> | per month fee per 10yd front load receptacle - once a week pick up |
| <u>\$100.00</u> | per month fee per 8yd front load receptacle - once a week pick up  |
| <u>\$60.00</u>  | per month fee per 2yd front load receptacle - once a week pick up  |
| <u>\$165.00</u> | per on call collection pull fee per 20yd rolloff                   |
| <u>\$165.00</u> | per on call collection pull fee per 30yd rolloff                   |
| <u>\$41.44</u>  | per ton disposal fee   |

Contract: 17-001 – Solid Waste Collection and Recycling Services

**CONVENIENCE CENTER**

\$40,000.00 Annual operating fee

**ADDITIONAL FEES**

No Charge Special projects

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

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

**MODIFICATION OF RATES**

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

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

**TERMINATION**

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

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

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

Contract: 17-001 – Solid Waste Collection and Recycling Services

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

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

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

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

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

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

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

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

**RIGHT TO REQUIRE PERFORMANCE**

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any

Contract: 17-001 – Solid Waste Collection and Recycling Services

breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

**TRANSFER AND ASSIGNMENT**

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

**ADMINISTRATION**

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

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

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

**NO AGENCY CREATED**

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

**CONTRACT DOCUMENTS**

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

**CONTRACT AMENDMENTS**

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

Contract: 17-001 – Solid Waste Collection and Recycling Services

**SEVERABILITY**

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

**GOVERNNING LAW**

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

**INDEPENDENCE OF PARTIES TO AGREEMENT**

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

**CHANGE OF LAW**

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

**BINDING EFFECT**

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

**TIME IS OF THE ESSENCE**

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

**COMPLIANCE WITH LAWS**

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

**COUNTERPARTS**

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

**RECITALS**

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

Contract: 17-001 – Solid Waste Collection and Recycling Services

### **HEADINGS**

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

### **CONSTRUCTION AND MODIFICATION**

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

**INTENTIONALLY LEFT BLANK**



Contract: 17-001 – Solid Waste Collection and Recycling Services

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

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

BY:   
Wesley Corbitt  
Chairman



ATTEST:   
Stephanie Johnson  
Effingham County Clerk

Date: 11/07/2017

FOR THE CONTRACTOR

BY: 

Title: Vice President

Attest: 

Date: 11-10-17



Contract: 17-001 – Solid Waste Collection and Recycling Services

### DRUG FREE WORKPLACE CERTIFICATION

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

1. A drug-free workplace will be provided for the employees during the performance of the contract;  
and;
2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

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

B. B. Welch  
CONTRACTOR

11-10-17  
DATE



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November, 2017

Ashley L Bashlor  
Notary Public

My Commission Expires: 08/17, 2021



Contract: 17-001 – Solid Waste Collection and Recycling Services

**ATTACHMENT C**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by these presence, that I (We), Ben B Wall, Jr. VP, Atlantic Waste Services, Inc.  
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to perform on the Effingham County Contract

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

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Ben B Wall, Jr.  
SIGNATURE

11-10-17  
DATE:



Contract: 17-001 – Solid Waste Collection and Recycling Services

### DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

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

I, Ben B. Wall, Jr., as V.P.  
Name of individual Title & Authority  
of Atlantic Waste Services, Inc., declare under oath that the above statements, including  
Company Name  
any supplemental responses attached hereto, are true.

[Signature]  
Signature

State of: Georgia County of: Chatham

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

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

[Signature]  
Notary Public

My Commission Expires: 08/17, 20 21



Contract: 17-001 – Solid Waste Collection and Recycling Services

### CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

B. B. Wall, Jr.  
BY: Authorized Officer or Agent  
(Contractor Name)

11-10-17  
Date

Vice President  
Title of Authorized Officer or Agent of Contractor

Ben B. Wall, Jr.  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 20 17

Ashley L Bashlor  
Notary Public

My Commission Expires: - 08/17, 20 21

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





Contract: 17-001 – Solid Waste Collection and Recycling Services

**SUBCONTRACTOR AFFIDAVIT**

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

E-verify 358555  
EEV / Basic Pilot Program\* User Identification Number

9-10-10  
Date of E-Verify Authorization

125 B Pine Meadow Dr  
Pooker, GA 31322  
Address

*Ben B Wall, Jr*  
BY: Authorized Officer or Agent  
(Subcontractor Name)

11-10-17  
Date

Vice President  
Title of Authorized Officer or Agent of Subcontractor  
Ben B Wall, Jr  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 2017  
*Ashley L Bashlor*  
Notary Public

My Commission Expires: 08/17, 2021



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





ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

July 20, 2017  
DATE (MM/DD/YYYY)

10/05/2017

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

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

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>USI Insurance Svc CL Savannah<br>7 E Congress Street, Suite 1002<br>Savannah, GA 31401 |  | <b>CONTACT NAME:</b> Jacquelyn Tucker<br><b>PHONE (A/C, No, Ext):</b> 912 436-0720<br><b>E-MAIL ADDRESS:</b> jacquelyn.tucker@usi.com<br><b>FAX (A/C, No):</b> |  |
| <b>INSURED</b><br>Atlantic Waste Services, Inc.<br>125 B Pine Meadow Road<br>Pooler, GA 31322             |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|   |  | <b>INSURER A :</b> Great American Assurance Company  |  |
|   |  | <b>INSURER B :</b> Rockhill Insurance Company  |  |
|   |  | <b>INSURER C :</b> Hamilton Specialty Insurance Company  |  |
|   |  | <b>INSURER D :</b> Great American Insurance Company of NY  |  |
|   |  | <b>INSURER E :</b>   |  |
| <b>INSURER F :</b>  |  | <b>NAIC #</b><br>26344<br>28053<br>13551<br>22136  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BI/PD Ded:1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | GLP376325902  | 10/01/2017              | 10/01/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$1,000,000<br>PRODUCTS - COMP/OP AGG \$1,000,000<br>\$ |
| D        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  | X         |          | CAP376325802  | 10/01/2017              | 10/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | UMBRELLA LIAB   |           | X        | FF01561802    | 10/01/2017              | 10/01/2018              | EACH OCCURRENCE \$5,000,000   |
| C        | <input checked="" type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$   |           | X        | AHSFF11049001 | 10/01/2017              | 10/01/2018              | AGGREGATE \$5,000,000<br>\$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | WC376326002   | 10/01/2017              | 10/01/2018              | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Waiver of Subrogation applies on General Liability policy. Blanket Additional Insured applies on General Liability, Excess Liability and Auto Liability policies. General Liability coverage is primary and non-contributory.

## CERTIFICATE HOLDER

## CANCELLATION

Effingham County  
 601 North Laurel St.  
 Springfield, GA 31329

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*B. M. Cant*

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## AMENDMENT NO. 1

### TO

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

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

### RECITALS

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

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

### AGREEMENT

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

1. Additional Service and fees. Effective May 6, 2018, Contractor agrees to assume responsibility for the collection of non-hazardous wastes (specifically Waste Water Treatment Plant Sludge) from the Waste Water Treatment Plant located at 805 Lowground Way, Guyton, GA 31312 and the disposal of this waste to the Superior Landfill. Contractor will provide a monthly invoice to County directly, in arrears of the services provided. Hauls will be invoiced at a rate of **\$180 per haul** and an additional **\$44 per ton** for disposal of the waste water sludge.
2. Continuing Effect. Except as expressly amended and modified by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect between the parties during the term of the Agreement. If there is any conflict between this Amendment or the Agreement, this Amendment shall govern.
3. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
4. Amendments and Modifications. The parties agree that any future amendments or modifications to this Amendment shall be in writing and executed by both parties.
5. Execution of Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed an original.

6. Authority. Each of the parties represents that the person signing this Amendment on behalf of the party has been authorized to do so by specific action of that party in accordance with applicable law and procedures.

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

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

BY: Wesley B. Corbitt  
Wesley Corbitt  
Chairman

ATTEST: A. Johnson  
Stephanie Johnson  
Effingham County Clerk

Date: 05/01/2018

FOR THE CONTRACTOR

BY: B. B. Wolf

Title: President

Attest: [Signature]

Date: 5/1/2018

## Staff Report

**Subject:** Consideration to Approve a Resolution of Surplus

**Author:** Alison Bruton, Purchasing Agent

**Department:** Tax Assessor/Admin

**Meeting Date:** July 20, 2021

**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 a vehicle which is no longer needed. A new fleet vehicle has been obtained through the contract with Enterprise to replace this vehicle and will be a part of the Administrative Pool vehicles.

### **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:** County Manager, Tax Assessor, Purchasing

**Funding Source:** NA

**Attachments:** Resolution of Surplus

**NOTICE OF SALE**

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on July 20, 2021 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

| Description | Department   | Year | Make | Model      | Serial Number / Identifying Number | Amount | UOM |
|-------------|--------------|------|------|------------|------------------------------------|--------|-----|
| Vehicle     | Tax Assessor | 2008 | Ford | Expedition | 1FMFU15548LA21075                  | 1      | Ea. |
|             |              |      |      |            |                                    |        |     |
|             |              |      |      |            |                                    |        |     |
|             |              |      |      |            |                                    |        |     |

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 July 2021

\_\_\_\_\_  
Effingham County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Stephanie Johnson, County Clerk

## Staff Report

**Subject:** Approval of Change Order #2 for Parker Engineering, LLC., Contract 19-25-001

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works, Roads

**Meeting Date:** July 20, 2021

**Item Description:** Approval of Change Order #2 for Contract 19-25-001 with Parker Engineering, LLC for Engineering Services for McCall and Blue Jay Road Intersection Improvements

**Summary Recommendation:** Staff recommends approval of Change Order #2 for Contract 19-25-001 with Parker Engineering, LLC.

### Executive Summary/Background:

- Contract 19-25-001 was awarded to Parker Engineering, LLC in October 2018 for engineering services for the McCall and Blue Jay Intersection Improvements. Effingham County recently awarded a contract for the construction of the McCall and Blue Jay Realignment. The awarded amount was approximately \$300,000.00 less than the allocated budget amount for this project. Effingham County staff would like to utilize those funds to explore additional intersection improvements focusing on McCall Road and Blandford Road, east of the Norfolk Southern railroad tracks.
- Change Order #1 was approved in May of 2021 for \$3,500.00 to cover the site visit and field survey, utility locate, conceptual design services, conceptual design summary and opinion of probable cost.
- Change Order #2 has been requested to provide the Boundary and Topographic Survey, Final Plat Recording (if necessary), and the Specific Design costs totaling \$10,000.00. There are exceptions that are not covered by this proposal that will be sub-contracted out if needed:
  - Wetlands Delineation
  - NPDES Sampling Requirements
  - Materials Inspection
  - Testing
  - Any Permitting
  - Construction Staking
  - SUE Level A Survey
- The total requested amount in Change Order #2 is \$10,000.00. This brings the contract total to \$79,000.00.

### Alternatives for Commission to Consider

1. Approval of Change Order #2 of Contract 19-25-001 in the amount of \$10,000.00 for Parker Engineering, LLC
2. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, Asst. County Manager, Finance

**Funding Source:** TSPLOST

### Attachments:

1. Contract 19-25-001 with Parker Engineering, LLC with Change Order #1
2. Parker Engineering, LLC Proposal
3. Change Order #2

Contract 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection

Contract

Between

Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329

and

Parker Engineering, LLC  
36 Courtland Street, Suite B  
Statesboro, GA 30458

This Contract is made and entered into this 16<sup>th</sup> day of October, 2018, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" and, Parker Engineering, LLC a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR"

**WITNESSETH**

WHEREAS, the BOARD desires to engage a qualified and licensed engineering company and

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR as follows:

**ARTICLE I**

**TERMS AND CONDITIONS OF THIS CONTRACT**

**SECTION I-1 WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Engineering and other services to design the reconfiguring of the McCall Road/Blue Jay Road intersection, to prepare Construction Plans, to let for bid, to perform Contract Administration and Closeout of the Project, as further described below.

**1.01 The Project**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **RFP No. 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection**

**SECTION I-2 CONTRACTOR'S REPRESENTATIONS**

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

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



Contract 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations.
- D. Contractor is aware of the general nature of work to be performed by Owner and others that relates to the Work as indicated in the Contract Documents.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**SECTION I-3 CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 6, inclusive).
- 2. RFP 19-25-001 (pages 1 to 34, inclusive).
- 3. Addenda (number 1 ).
- 4. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 36, inclusive).
- 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Work Change Directives.
  - b. Change Orders.

There are no Contract Documents other than those listed above in this Section I-3.

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

**SECTION I-4 TERMS OF SERVICE**

The scope of services and the terms and conditions of performance shall be as specified in this document.

**SECTION I.5 CONTRACT START DATE AND DURATION**

This contract will commence on \_\_\_\_\_ 2018 and terminate when work is completed and has been approved by the County Engineer.

**SECTION I.6 REQUIREMENT FOR MANDATORY PERFORMANCE**

The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

**SECTION I-7 PERSONNEL AND EQUIPMENT**

The CONTRACTOR represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor

Contract 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection

have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**SECTION I-8 TERMINATION OF CONTRACT FOR CAUSE**

COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.

**SECTION I-9 TERMINATION OF CONTRACT FOR CONVENIENCE**

COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**SECTION I-10 TERMINATION OF CONTRACT FOR LACK OF FUNDING**

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

**SECTION I-11 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Agreement. CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**SECTION I-12 COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION I-13 PROHIBITED INTERESTS**

The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

**SECTION I-14 AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination of all of its records with respect to all matters covered by this Contract. It

Contract 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection

shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

**SECTION I-15 INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

**SECTION I-16 NOTICES**

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to Wesley Parker, 36 Courtland Street, Suite B, Statesboro, GA 30458.

**SECTION I-17 COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including but not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

**SECTION I-18 ASSIGNABILITY**

The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the COUNTY.

**SECTION I-19 GOVERNING LAW**

The Agreement shall be governed by the laws of Georgia, with venue in Effingham County.

**SECTION I-20 LIMITATION OF LIABILITY**

Neither CONTRACTOR nor COUNTY shall be liable to the other for any special, punitive, or consequential damages, or loss of profits arising out of or in connection with their respective obligations under this Agreement.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**ARTICLE II  
COMPENSATION**

**SECTION II-1 COMPENSATION FOR CONTRACTOR SERVICES**

The COUNTY shall pay the CONTRACTOR for his services as follows:

|   | <u><b>COST</b></u> |
|---|--------------------|
| Preliminary Engineering   | \$17,500.00        |
| Final Design  | \$9,500.00         |
| Bidding Services  | \$3,500.00         |
| *Construction Services (contract Administration, Resident Inspection) | \$32,000.00        |
| Close-out Services  | \$3,000.00         |
| <b>TOTAL FEE (COMPLETE)</b>   | <b>\$65,500.00</b> |

**\*Construction Services (contract Administration, Resident Inspection)**

Strike through comment on the exception report of contractors proposal which states:

"10 hours a week (2 hours a week by our firm and 8 hours a week by Whitaker Labs), equating to 2 hours per work day, for four months"

And replace with

"As is necessary for the duration of the contract"

**SECTION II-2 PAYMENT OF TAXES AND FEES**

The CONTRACTOR shall pay the cost of any permits fees (not to include the NPDES land disturbance fee if required) and licenses required.

**THIS SECTION INTENTIONALLY LEFT BLANK**

Contract 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

Parker Engineering, LLC  
Company


  
Signature

President  
Title

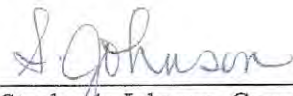
  
Witness Signature

Design Engineer  
Witness Title

EFFINGHAM COUNTY, GEORGIA

  
WESLEY CORBITT, CHAIRMAN  
EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS.

Attest:

  
Stephanie Johnson, County Clerk

COMMISSION APPROVAL DATE:

10/16/2018



# Change Order # 1

Project: Engineering Services – Blue Jay & McCall Road Intersection Improvements

Contract Date: October 16, 2018

Change Order Effective Date: \_\_\_\_\_

Change Order Issued to: Parker Engineering, LLC  
36 Courtland Street, Suite B  
Statesboro, GA 30458

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

| ITEM NO. | DESCRIPTION  | UNITS | BID QTY | Unit Price        | Total             |
|----------|--|-------|---------|-------------------|-------------------|
| 1        | Site Visit & Field Survey                            |       |         | \$500.00          | \$500.00          |
| 2        | Utility Locate                                       |       |         | \$500.00          | \$500.00          |
| 3        | Conceptual Design Services                           |       |         | \$1,700.00        | \$1,700.00        |
| 4        | Conceptual Design Summary & Opinion of Probable Cost |       |         | \$800.00          | \$800.00          |
|          |  |       |         |                   |                   |
|          |  |       |         |                   |                   |
|          |  |       |         |                   |                   |
|          |  |       |         |                   |                   |
|          |  |       |         |                   |                   |
|          | <b>TOTAL</b>   |       |         | <b>\$3,500.00</b> | <b>\$3,500.00</b> |

The original Contract Sum was.....\$ 65,500.00

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 65,500.00

The Contract Sum will be increased by this Change Order.....\$ 3,500.00

The new Contract Sum including this Change Order will be.....**\$ 69,000.00**

The Contract Time will be increased by \_\_\_\_ days

The Time allowed for completion is therefore \_\_\_\_\_

Owner  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329

By: \_\_\_\_\_



Date: \_\_\_\_\_

05/18/2021

Contractor  
Parker Engineering, LLC  
36 Courtland Street, Suite B  
Statesboro, GA 30458

By: \_\_\_\_\_



Date: \_\_\_\_\_

5/18/21



July 2, 2021

Mr. Eric Larson, Effingham County Engineer  
Effingham County  
601 N. Laurel Street  
Springfield, GA 31329

**Re: PE18190– Proposal for 19-25-001  
Proposal for Civil Engineering Services—Additional Services  
McCall and Blue Jay Road Intersection Improvements**

Dear Mr. Larson,

Parker Engineering is pleased to submit this proposal to Effingham County to provide additional engineering services related to the proposed intersection improvements at McCall Road and Blue Jay Road.

#### **GENERAL INFORMATION**

Effingham County has tasked Parker Engineering with design services to improve the intersection at McCall Road and Blue Jay Road in Effingham County, Georgia.

We understand that the lowest construction bid for this project was nearly \$300,000 less than the County allotted improvement funds for this project. We also understand that the County would like to utilize the additional available funds to construct a right turn lane on McCall Road onto Blandford Lane, having previously explored its feasibility. We additionally understand that the County currently intends to acquire the entire property at the southwest corner of the Blandford Road/McCall Road intersection. The County desires to obtain specific design plans for this project.

#### **SCOPE OF SERVICES**

The following is a summary of the scope of work to be provided to the County:

##### **Boundary and Topographic Survey (by Poythress Surveying) COST: \$3,000**

- 1. Boundary Survey:** Establish right of way along McCall Road for roughly 500' south of its intersection with Blandford Road.
- 2. Topographic Survey:** Locate all structures, above and underground utilities, and establish elevations, from the centerline of McCall Road to 10' outside of the eastern right of way, and around the residence at the southwest intersection corner.



**Final Plat Recording (by Poythress Surveying) COST: \$2,500 (\*only if necessary)**

1. **Final Plat:** Develop a final plat of the acquired property.
2. **Recording:** Turn in the final plat to be recorded by the County.

**Specific Design COST: \$4,500**

1. **Demolition Plan:** Show all structures requiring removal, and utilities requiring relocation.
2. **Staking Plan:** Utilizing the conceptual plan, establish specific dimensions of turn lane.
3. **Paving, Grading, and Drainage Plan:** Utilizing the conceptual plan, grade the turn lane as required for safety and drainage. Design swales and piping as required.
4. **Erosion Control Plan:** Show BMP's to prevent sedimentation and erosion.
5. **Underground Utilities Coordination:** Contact and provide plans as necessary to impacted underground utility companies. Provide contacts to contractor for utility coordination.

**SCHEDULE OF REIMBURSABLE EXPENSES**

No reimbursable expenses are anticipated.

**FEE SCHEDULE**

Parker Engineering has determined its lump sum bid according to the following fee schedule:

|                 |            |
|-----------------|------------|
| Engineer:       | \$105/hour |
| Administration: | \$40/hour  |

The County will be invoiced monthly based on the number of hours completed. The hourly fee schedule will be utilized to determine any additional costs should they occur.

**EXCEPTIONS** – The following items will not be covered by this proposal. Some will be sub-contracted out if selected as the project engineer.

- Wetlands Delineation
- NPDES Sampling Requirements
- Materials Inspections
- Testing
- Any Permitting besides through County
- Construction staking
- SUE Level A survey





**Total = \$10,000 (\$7,500 if entire property is acquired by the County and currently has a plat, or if property is not acquired)**

Parker Engineering appreciates the opportunity to be of service to Effingham County. If you have any questions or require additional information, please contact us at 912-764-7722.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker". The signature is written in a cursive, flowing style.

Wesley Parker, PE  
President

## Change Order # 2

Project: Engineering Services – Blue Jay & McCall Road Intersection Improvements

Contract Date: October 16, 2018

Change Order Effective Date: July 20, 2021

Change Order Issued to: Parker Engineering, LLC  
36 Courtland Street, Suite B  
Statesboro, GA 30458

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

| ITEM NO. | DESCRIPTION   | UNITS | BID QTY | Unit Price         | Total              |
|----------|---|-------|---------|--------------------|--------------------|
| 1        | Boundary and Topographic Survey (by Poythress Surveying)    |       |         | \$3,000.00         | \$3,000.00         |
| 2        | Final Plat Recording (by Poythress Surveying) *if necessary |       |         | \$2,500.00         | \$2,500.00         |
| 3        | Specific Design   |       |         | \$4,500.00         | \$4,500.00         |
| 4        |   |       |         |                    |                    |
|          |   |       |         |                    |                    |
|          |   |       |         |                    |                    |
|          |   |       |         |                    |                    |
|          |   |       |         |                    |                    |
|          |   |       |         |                    |                    |
|          |   |       |         |                    |                    |
|          | <b>TOTAL</b>  |       |         | <b>\$10,000.00</b> | <b>\$10,000.00</b> |

The original Contract Sum was.....\$ 65,500.00

Net change by previously authorized Change Orders.....\$ 3,500.00

The Contract Sum prior to this Change Order was.....\$ 69,000.00

The Contract Sum will be increased by this Change Order.....\$ 10,000.00

The new Contract Sum including this Change Order will be.....**\$ 79,000.00**

The Contract Time will be increased by \_\_\_ days

The Time allowed for completion is therefore \_\_\_\_\_

Owner  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329

Contractor  
Parker Engineering, LLC  
36 Courtland Street, Suite B  
Statesboro, GA 30458

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Staff Report

**Subject:** County Road Speed Limit Certification to Georgia DOT  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Engineering / Public Works  
**Meeting Date:** July 20, 2021  
**Item Description:** To approve a posted speed limit on all roads in the County for use by law enforcement for the approved use of speed detection devices.

### Summary Recommendation:

The Georgia Department of Transportation (GDOT) has requested that the County Board of Commissioners approve a posted speed limit on all roads within the County, including Off-System, aka. County, roads. The GDOT list includes changes to the posted speed limit based on the speed study conducted by the Sheriff's Department in 2020.

### Executive Summary/Background:

- The GDOT has submitted a list of all roads in the County noting the documented speed limit, requesting the County to verify Off-System roads.
- Staff has reviewed the list and confirmed changes that were made based on the 2020 Speed Study.
- After review of the list, Staff recommends adoption of the Speed Limit list to allow for the use of speed detection devices.

### Alternatives for Commission to Consider

- 1 - Approve the GDOT Speed Limit listing for off-system County roads.
- 2 –Take no action. GDOT will not list any off-system roads for speed detection devices.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternate 2

**Department Review:** Office of the Sheriff; Engineering; County Attorney

**Funding Source:** No new funding requested.

### Attachments:

1. GDOT road listing

The Effingham County Board of Commissioners is hereby requesting that the following roadways be approved for the use of speed detection devices:

## LIST OF ROADWAYS for EFFINGHAM COUNTY

### ON-SYSTEM ROADWAYS

**ALL ON-SYSTEM ROUTES HAVE BEEN VERIFIED BY GEORGIA DEPARTMENT OF  
TRANSPORTATION**

| STATE ROUTE                             | WITHIN THE CITY / TOWN LIMITS OF and/or School Name | FROM  | MILE POINT | TO   | MILE POINT | LENGTH IN MILES | SPEED LIMIT |
|---|---|---|------------|--|------------|-----------------|-------------|
| SR 17                                   |   | Chatham County Line                                       | 0.00       | 0.03 mi north of CR 262 Horseshoe Rd                         | 1.11       | 1.11            | 45          |
| SR 17                                   |   | 0.03 mi north of CR 262 Horseshoe Rd                      | 1.11       | 0.63 mi north of CR 207 Pound Rd (S Guyton City Limits)      | 13.55      | 12.44           | 55          |
| SR 17<br>*<br>SCHOOL ZONE<br>*<br>***** | Marlow Elementary School                            | 0.93 mi north of CR 172 Jabez Jones Road                  | 4.32       | 0.12 mi north of CR 107 Conaway Road                         | 4.75       | 0.43            | 40          |
| SR 17<br>*<br>SCHOOL ZONE<br>*          | Marlow Learning Center                              | SR 30   | 5.23       | 0.14 mi north of CR 127 Oak Ridge Rd                         | 5.53       | 0.30            | 35          |
| SR 17                                   |   | 0.09 mi north of CR 203 Victor Ave (N Guyton City Limits) | 15.29      | 0.15 mi north of CR 19                                       | 23.62      | 8.33            | 55          |
| SR 17                                   |   | 0.15 mi north of CR 19                                    | 23.62      | 0.15 mi north of CR 47 Fifth Street                          | 24.84      | 1.22            | 45          |
| SR 17                                   |   | 0.15 mi north of CR 47 Fifth Street                       | 24.84      | Screven County Line  | 29.40      | 4.56            | 55          |
| SR 21                                   |   | Chatham County Line                                       | 0.00       | 0.20 mi south of CR 138 Goshen Rd                            | 1.14       | 1.14            | 55          |
| SR 21                                   |   | 0.20 mi south of CR 138 Goshen Rd                         | 1.14       | 0.10 mi north of CR 536 (S Rincon City Limits)               | 2.52       | 1.38            | 45          |
| SR 21                                   |   | 0.56 mi south of CS 578 Long St (N Rincon City Limits)    | 6.06       | 0.20 mi south of CR 338 BeeBee Rd(S Springfield City Limits) | 10.16      | 4.10            | 55          |

| STATE ROUTE                               | WITHIN THE CITY / TOWN LIMITS OF and/or School Name           | FROM  | MILE POINT | TO  | MILE POINT | LENGTH IN MILES | SPEED LIMIT |
|---|---|---|------------|---|------------|-----------------|-------------|
| SR 21                                     |   | 0.29 mi north of SR 21 BU (N. Springfield City Limits)  | 11.14      | 0.29 mi north of CR 176 McCall Rd (S Springfield City Limits) | 11.66      | 0.52            | 45          |
| SR 21                                     |   | 0.20 mi north of SR 119 (N Springfield City Limits)   | 12.73      | 0.38 mi north of SR 21 SP                                     | 13.70      | 0.97            | 55          |
| SR 21                                     |   | 0.38 mi north of SR 21 SP   | 13.70      | Screven Co Line   | 27.95      | 14.25           | 65          |
| SR 21 SP                                  |   | SR 21 BU  | 0.00       | SR 21   | 0.52       | 0.52            | 45          |
| SR 26<br>US 80                            |   | Bryan County Line   | 0.00       | CR 299 Pine St  | 1.52       | 1.52            | 55          |
| SR 26<br>US 80                            |   | CR 299 Pine St  | 1.52       | 0.71 mi west of CR 309 Meldrim Rd                             | 3.00       | 1.48            | 45          |
| SR 26<br>US 80                            |   | 0.71 mi west of CR 309 Meldrim Road   | 3.00       | 0.26 mi west of CR 258 Arlington Road                         | 5.00       | 2.00            | 55          |
| SR 26<br>US 80                            |   | 0.26 mi west of CR 258 Arlington Road   | 5.00       | SR 17   | 5.64       | 0.64            | 45          |
| SR 26<br>US 80                            |   | <b><i>This segment of roadway runs common with State Route 17 from M.P. 5.64 to the Chatham County Line at M.P. 6.43.</i></b> |            |   |            |                 |             |
| SR 30                                     |   | <b><i>This segment of roadway runs common with State Route 26/US 80 from M.P. 0.00 to M.P. 5.64.</i></b>                      |            |   |            |                 |             |
| SR 30                                     |   | <b><i>This segment of roadway runs common with State Route 17 from M.P. 5.64 to M.P. 10.08.</i></b>                           |            |   |            |                 |             |
| SR 30                                     |   | SR 17   | 10.08      | Chatham County Line   | 17.40      | 7.32            | 55          |
| SR 30<br>*<br>SCHOOL<br>ZONE<br>*<br>**** | South Effingham High School and South Effingham Middle School | CR 171 Hester Rd  | 11.96      | 0.14 mi west of CR 437  | 12.48      | 0.52            | 35          |
| SR 119                                    |   | Bulloch County Line   | 0.00       | 0.25 mi south of (S Guyton City Limits)                       | 3.93       | 3.93            | 55          |
| SR 119                                    |   | 0.25 mi south of (S Guyton City Limits)   | 3.93       | 0.05 mi south of CR 204 Central Ave(S Guyton City Limits)     | 4.18       | 0.25            | 45          |
| SR 119                                    |   | 0.24 mi south of CR 188 Little McCall Rd(N Guyton City Limits)  | 4.73       | 0.08 mi. north of CR 188 Little McCall Road                   | 5.05       | 0.32            | 45          |

| STATE ROUTE                             | WITHIN THE CITY / TOWN LIMITS OF and/or School Name              | FROM   | MILE POINT | TO   | MILE POINT | LENGTH IN MILES | SPEED LIMIT |
|---|--|--|------------|--|------------|-----------------|-------------|
| SR 119                                  |  | 0.08 mi north of CR 188 Little McCall Road                     | 5.05       | 0.26 mi north of CR 395 Cypress Rd.(S Springfield City Limits) | 8.62       | 3.57            | 55          |
| SR 119<br>*<br>SCHOOL ZONE<br>*<br>**** | <i>Effingham County High and Effingham County Middle Schools</i> | 0.40 mi north of CR 331 Usher Rd                               | 6.78       | 0.05 mi south of CR 335 Country Way                            | 7.70       | 0.92            | 40          |
| SR 119                                  |  | 0.10 mi south of CR 249 Garden Lane(N Springfield City Limits) | 10.83      | 0.10 mi south of CR 82 Reedsville Road                         | 21.24      | 10.41           | 55          |
| SR 119                                  |  | 0.10 mi south of CR 82 Reedsville Road                         | 21.24      | South Carolina State Line                                      | 22.10      | 0.86            | 45          |
| SR 275                                  |  | SR 21  | 0.00       | 0.52 mi north of CR 124 Mill Pond Road                         | 1.40       | 1.40            | 55          |
| SR 275                                  |  | 0.52 mi north of CR 124 Mill Pond Road                         | 1.40       | 1.39 mi north of CR 380 Woodland Drive                         | 4.80       | 3.40            | 45          |
| SR 275<br>*<br>SCHOOL ZONE<br>*<br>**** | <i>Ebenezer Elementary School</i>                                | 0.75 mi south of CR 307 Rincon Stillwell Road                  | 1.62       | 0.07 mi south of CR 307 Rincon Stillwell Road                  | 2.30       | 0.68            | 35          |
| SR 275                                  |  | 1.39 mi north of CR 380 Woodland Drive                         | 4.80       | 1.69 mi north of CR 380 Woodland Drive                         | 5.10       | 0.30            | 35          |
| SR 275                                  |  | 1.69 mi north of CR 380 Woodland Drive                         | 5.10       | 2.15 mi north of CR 380 Woodland Drive                         | 5.56       | 0.46            | 25          |
| SR 404 I-16                             |  | Bryan County Line  | 147.25     | Chatham County Line  | 150.26     | 3.01            | 70          |
| SR 405 I-95                             |  | Chatham County Line  | 111.38     | South Carolina State Line                                      | 112.00     | 0.62            | 70          |

**\*SCHOOL ZONES ARE EFFECTIVE\***

**\*\*\*\*Automated Traffic Enforcement Safety Device\*\*\*\***

**A.M.** from 45 minutes prior to commencement time to 15 minutes after commencement time  
– **SCHOOL DAYS ONLY.**

**P.M.** from 30 minutes prior to dismissal time to 30 minutes after dismissal time –  
**SCHOOL DAYS ONLY.**

## OFF-SYSTEM ROADWAYS

ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF  
TRANSPORTATION

| ROAD NAME              | WITHIN THE<br>CITY / TOWN<br>LIMITS OF and/or<br>School Name | FROM                      | TO                     | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|------------------------|--|---------------------------|------------------------|-----------------------|----------------|
| Ardmore Oaky Rd        |  | Springfield Rd            | Egypt-Ardmore Rd       | 3.0                   | 55             |
| Bay Road               |  | Meldrim Road              | Old River Road         | 0.66                  | 45             |
| Berryville Rd          |  | SR 119                    | Stillwell-Clyo Road    | 2.25                  | 45             |
| Blue Jay Rd            |  | Sandhill Road             | M.L. 3.27              | 3.27                  | 55             |
| Blue Jay Rd            |  | M.L. 3.27                 | M.L. 4.02              | 0.75                  | 45             |
| Blue Jay Rd            |  | M.L. 4.02                 | M.L. 4.53              | 0.51                  | 35             |
| Blue Jay Rd            |  | M.L. 4.53                 | M.L. 5.28              | 0.75                  | 45             |
| Blue Jay Rd            |  | M.L. 5.28                 | Blandford Rd           | 4.12                  | 55             |
| Bunyan Kessler Rd      |  | Rincon-Stillwell Rd       | Fort Howard Rd         | .90                   | 45             |
| Brogdon Rd             |  | Old Tuscolum Rd           | Guyton City Limits     | 1.80                  | 50             |
| Central Ave            |  | Guyton S. City Limits     | Sandhill Road          | 3.75                  | 45             |
| Central Ave            |  | Sandhill Road             | Honey Ridge Rd         | 1.68                  | 35             |
| Church Road            |  | Egypt-Ardmore Road        | M.L. 0.20              | 0.20                  | 35             |
| Church Road            |  | M.L. 0.20                 | M.L. 0.40              | 0.20                  | 45             |
| Church Road            |  | M.L. 0.40                 | SR 21                  | 3.55                  | 55             |
| Church Rd              | Springfield  | Standard Lane             | Wallace Road           | 0.70                  | 35             |
| Chimney Rd             |  | SR 21                     | Old Augusta S          | 2.10                  | 45             |
| Clyo-Kildare Rd        |  | SR 119                    | M.L. 12.35             | 12.35                 | 55             |
| Clyo-Kildare Rd        |  | M.L. 12.35                | SR 21                  | 0.50                  | 45             |
| Clyo-Shawnee Rd        |  | Old Dixie Hwy             | Clyo-Kildare Road      | 6.10                  | 55             |
| Conaway Rd             |  | SR 30                     | SR 17                  | 0.40                  | 35             |
| Corinth Church<br>Road |  | Old Dixie Hwy             | Pavement End           | 0.30                  | 45             |
| Courthouse Rd          |  | S.R. 17                   | M.L. 1.80              | 1.80                  | 45             |
| Courthouse Rd          |  | M.L. 1.80                 | McCall Road            | 6.50                  | 55             |
| Crystal Drive          |  | McCall Road               | Goshen Road            | 0.60                  | 35             |
| Deerfield R East       |  | Zeigler Road              | Zeigler Road           | 1.60                  | 35             |
| Deerfield Rd West      |  | Zeigler Road              | Zeigler Road           | 0.60                  | 35             |
| Dogwood Way            |  | Sandhill Road             | SR 26/US 80            | 0.90                  | 35             |
| Dutton Lane            |  | SR 17                     | Pavement End           | 0.95                  | 55             |
| Early St. Ext          |  | Springfield City Limit    | SR 119                 | 0.60                  | 45             |
| Egypt-Ardmore Rd       |  | SR 21                     | Pavement Ends          | 1.35                  | 45             |
| Fair St                |  | SR 119                    | Stillwell-Clyo Rd      | 1.15                  | 35             |
| First St Ext Hospital  |  | SR 119                    | Springfield City Limit | 0.45                  | 25             |
| Floyd Ave              |  | Honey Ridge Rd            | Watts Rd               | 0.85                  | 35             |
| Floyd Ave              |  | Watts Rd                  | Half Way Road          | 0.65                  | 45             |
| Fort Howard Rd         |  | Rincon City Limits        | Stillwell Rd           | 3.40                  | 45             |
| Friendship Rd          |  | Green Morgan School<br>Rd | M.L. 0.75              | 0.75                  | 35             |
| Friendship Rd          |  | M.L. 0.75                 | Clyo-Shawnee Rd        | 0.65                  | 45             |
| Godly Rd               |  | Chatham Co. Line          | Chatham Co. Line       | 3.30                  | 35             |
| Golden Rd              |  | McCall Rd                 | Goshen Rd              | 0.75                  | 35             |
| Gold Kist Rd           |  | Reedsville Rd             | Pavement End           | 0.45                  | 45             |
| Goshen Rd              |  | SR 21                     | Hodgeville Rd          | 3.60                  | 45             |
| Gracen Rd              |  | Guyton City Limit         | Old Louisville Rd      | 1.50                  | 55             |



| ROAD NAME                              | WITHIN THE<br>CITY / TOWN<br>LIMITS OF and/or<br>School Name | FROM                              | TO                            | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|--|--|-----------------------------------|-------------------------------|-----------------------|----------------|
| Green Drive                            |  | Oglethorpe Rd                     | LD. Effingham Rd              | 0.50                  | 25             |
| Green Morgan<br>School Rd              |  | Old Dixie Rd                      | Sisters Ferry Rd              | 3.30                  | 35             |
| Griffen Lake Rd                        |  | SR 17                             | Wittkamp Rd                   | 1.1                   | 35             |
| Harry Lindsey Rd                       |  | SR 17                             | Old Louisville Rd             | 2.55                  | 55             |
| Hester Rd                              |  | Nease Rd                          | SR 30                         | 0.70                  | 35             |
| High Bluff Rd                          |  | Long Acre Rd                      | M.L. 0.70                     | 0.70                  | 45             |
| High Bluff Rd                          |  | M.L. 0.70                         | Pavement Ends                 | 0.80                  | 35             |
| Honey Ridge Rd                         |  | SR 119                            | SR 17                         | 2.25                  | 35             |
| Hodgeville Rd                          |  | Chatham Co Line                   | Forest Haven Dr               | 1.30                  | 45             |
| Hodgeville Rd                          |  | Forest Haven Dr                   | 0.32 mi north of Goshen<br>Rd | 0.82                  | 35             |
| Hodgeville Rd                          |  | 0.32 mi north of<br>Goshen Rd     | 0.57 mi north of Goshen<br>Rd | 0.25                  | 45             |
| Hodgeville Rd                          |  | 0.57 mi north of<br>Goshen Rd     | 0.50 mi. S. of Blue Jay<br>Rd | 1.80                  | 55             |
| Hodgeville Rd                          |  | 0.50 mi south of Blue<br>Jay Rd   | Blue Jay Rd                   | 0.50                  | 45             |
| Horsepen Rd                            |  | Low Ground Rd                     | Blue Jay Rd                   | 0.50                  | 45             |
| Jabez Jones                            |  | SR 17                             | SR 30                         | 0.90                  | 45             |
| John Glenn Dr                          |  | Oglethorpe Rd                     | LD Effingham                  | 0.30                  | 25             |
| Kolic Helmey Rd                        |  | SR 30                             | Hodgeville Road               | 2.20                  | 45             |
| Kolic Helmey Rd<br>School Zone<br>**** | South Effingham<br>Elem School                               | 200 ft. south of<br>Principal Way | 0.80 mi north of SR 30        | 0.30                  | 35             |
| Lexington Ave                          |  | Rincon City Limit                 | Pavement End                  | 0.30                  | 40             |
| Little McCall Rd                       |  | SR 119                            | McCall Rd                     | 6.50                  | 45             |
| Long Bridge Rd                         |  | Rincon-Stillwell Rd               | Stillwell-Clyo Rd             | 2.60                  | 55             |
| Log Landing Rd                         |  | SR 21                             | Stillwell Rd                  | 1.75                  | 45             |
| Long Acre Rd                           |  | High Bluff Rd                     | SR 275                        | 1.10                  | 55             |
| Low Ground Rd                          |  | McCall Rd                         | Blue Jay Rd                   | 6.20                  | 35             |
| Magnolia Dr                            |  | Maple Dr                          | Goshen Rd                     | 0.65                  | 35             |
| Maple Dr                               |  | Golden Rd                         | Magnolia Dr                   | 0.75                  | 35             |
| Marlow Rd                              |  | SR 17                             | Midland Rd                    | 1.10                  | 35             |
| Little McCall Rd.                      |  | CR 176                            | SR 119                        | 6.50                  | 45             |
| McCall Rd. N                           |  | SR 21                             | M.L. 0.30                     | 0.30                  | 45             |
| McCall Rd. N                           |  | M.L. 0.30                         | Blu Jay Rd                    | 5.70                  | 55             |
| McCall Rd. S                           |  | SR 21                             | Golden Rd                     | 0.90                  | 35             |
| McCall Rd. S                           |  | Golden Rd                         | Blue Jay Rd                   | 2.50                  | 45             |
| McCall Rd S<br>School Zone<br>****     | Blandford Elem<br>School                                     | M.L. 1.30                         | M.L. 1.90                     | 0.60                  | 35             |
| Meldrim Rd                             |  | SR 26                             | Hiawassee Rd                  | 0.95                  | 45             |
| Meldrim Rd                             |  | Hiawassee Rd                      | Bay Road                      | 0.60                  | 35             |
| Melrose Rd                             |  | Oglethorpe                        | LD. Effingham                 | 0.50                  | 25             |
| Midland Rd                             |  | SR 17                             | M.L. 1.40                     | 1.40                  | 55             |
| Midland Rd                             |  | M.L. 1.40                         | M.L. 1.70                     | 0.30                  | 45             |
| Midland Rd                             |  | M.L. 1.70                         | M.L. 2.50                     | 0.80                  | 35             |
| Midland Rd                             |  | M.L. 2.50                         | M.L. 2.80                     | 0.30                  | 45             |
| Midland Rd                             |  | M.L. 2.80                         | M.L. 4.06                     | 1.26                  | 55             |
| Midland Rd                             |  | M.L. 4.06                         | M.L. 4.82                     | 0.76                  | 45             |
| Midland Rd                             |  | M.L. 4.82                         | M.L. 5.31                     | 0.49                  | 35             |
| Midland Rd                             |  | M.L. 5.31                         | M.L.6.06                      | 0.75                  | 45             |



| ROAD NAME   | WITHIN THE<br>CITY / TOWN<br>LIMITS OF and/or<br>School Name | FROM                          | TO                            | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|---|--|-------------------------------|-------------------------------|-----------------------|----------------|
| Midland Rd  |  | M.L.6.06                      | SR 30                         | 2.09                  | 55             |
| Mill Pond Rd                                      |  | SR 275                        | Old Augusta Rd.               | 2.20                  | 25             |
| Mock Rd   |  | Stillwell Road                | 1.04 mi north of Stillwell Rd | 1.04                  | 50             |
| Mock Rd   |  | 1.04 mi north of Stillwell Rd | SR 119                        | 1.23                  | 40             |
| Mulberry Way                                      |  | Oglethorpe                    | LD Effingham                  | 0.25                  | 25             |
| Mustang Dr  |  | SR 30                         | Dead End                      | 0.50                  | 25             |
| Nease Rd  |  | Midland Rd                    | SR 30                         | 2.50                  | 45             |
| Nixon Chapel Rd                                   |  | Ardmore Okey Rd               | SR 21                         | 3.20                  | 35             |
| Oglethorpe Rd                                     |  | John Glenn Dr                 | Pavement End                  | 0.30                  | 25             |
| Old Augusta Rd                                    |  | SR 275                        | M.L. 2.50                     | 2.50                  | 45             |
| Old Augusta Rd                                    |  | M.L. 2.50                     | SR 21                         | 6.00                  | 55             |
| Old Dixie Hwy                                     |  | Shawnee Road                  | Clyo-Shawnee Road             | 1.70                  | 55             |
| Old Dixie Hwy                                     |  | Shawnee Rd                    | Springfield City Limits       | 9.10                  | 55             |
| Old Dixie Hwy                                     |  | Shawnee Rd                    | Clyo Kildare Rd               | 1.70                  | 35             |
| Old Louisville Rd                                 |  | SR 119                        | Gracen Rd                     | 2.30                  | 45             |
| Old Louisville Rd                                 |  | Gracen Rd                     | Pavement Ends                 | 6.40                  | 55             |
| Old River Rd                                      |  | Chatham Co Line               | S.R. 26                       | 4.85                  | 50             |
| Old Tusculum Rd                                   |  | SR 21                         | Wallace Drive                 | 0.40                  | 45             |
| Old Tusculum Rd.                                  |  | Wallace Drive                 | Brogdon Rd                    | 2.45                  | 50             |
| Oliver-Kildare Road                               |  | SR 21                         | Old Dixie Hwy                 | 0.30                  | 45             |
| Oliver-Kildare Road                               |  | Old Dixie Hwy                 | Screven Co. Line              | 3.00                  | 55             |
| Patterson Rd                                      |  | Courthouse Rd                 | Shirley Dr                    | 1.82                  | 35             |
| Rahn Station Rd                                   |  | SR 21                         | McCall Rd                     | 3.50                  | 55             |
| Ralph Rahn Road                                   |  | McCall Road                   | SR 21                         | 2.65                  | 55             |
| Rincon-Stillwell Rd                               |  | Rincon City Limit             | Old Augusta Rd                | 2.30                  | 45             |
| Reedsville Rd                                     |  | SR 119                        | Marion Ave                    | 2.80                  | 45             |
| Roebling Road                                     |  | SR 17                         | M.L. 0.50                     | 0.50                  | 45             |
| Roebling Road                                     |  | M.L. 0.50                     | Pavement Ends                 | 1.90                  | 35             |
| Sandhill Rd.                                      |  | SR 26                         | 0.25 mi south of McIntyre Rd. | 5.93                  | 50             |
| Sandhill Rd.                                      |  | 0.25 mi south of McIntyre Rd  | McIntyre Rd.                  | 0.25                  | 40             |
| Sandhill Road<br>*<br><b>SCHOOL<br/>ZONE</b><br>* | <b>Sandhill<br/>Elementary<br/>School</b>                    | 600' S Stagecoach Road.       | 500' N Stagecoach Road        | 0.20                  | 35             |
| Savannah Town Rd                                  |  | SR 21                         | Egypt Ardmore Rd              | 2.40                  | 55             |
| Seckinger-Ford Rd                                 |  | Rincon-Stillwell Road         | CR 245                        | 1.15                  | 45             |
| Scuffletown Rd                                    |  | Hodgeville Rd                 | Pecan Ln                      | 0.70                  | 25             |
| Seckinger-Ford Rd                                 |  | CR 245                        | Weisenbaker Road              | 1.05                  | 55             |
| Shawnee Rd  |  | SR 21                         | Southern Railroad             | 0.20                  | 35             |
| Shawnee Rd  |  | Southern Railroad             | Old Dixie Hwy                 | 0.85                  | 45             |
| Shawnee-Egypt Rd                                  |  | SR 21                         | M.L. 3.80                     | 3.80                  | 55             |
| Shirley Dr  |  | Courthouse Rd                 | Pavement Ends                 | 1.50                  | 35             |
| Sisters Ferry Rd                                  |  | Old Dixie Hwy                 | Green Morgan School Rd        | 3.60                  | 55             |
| Silver Hill Church Rd                             |  | Old Dixie Hwy                 | Clyo-Shawnee Road             | 1.50                  | 35             |
| Springfield Rd.                                   |  | Clyo-Kildare Road             | Screven County Line           | 8.25                  | 55             |
| Standard Lane                                     |  | SR 119                        | Wallace Dr                    | 0.70                  | 35             |

| ROAD NAME   | WITHIN THE<br>CITY / TOWN<br>LIMITS OF and/or<br>School Name | FROM                        | TO                      | LENGTH<br>IN<br>MILES | SPEED<br>LIMIT |
|---|--|-----------------------------|-------------------------|-----------------------|----------------|
| Standard Lane<br>*<br><b>SCHOOL<br/>ZONE</b><br>* | <b>Springfield<br/>Central<br/>Elementary</b>                | Church Road                 | Wallace Dr              | 0.27                  | 25             |
| Stephens Dr                                       |  | McCall Rd                   | Goshen Rd               | 0.60                  | 35             |
| Stillwell Road                                    |  | Springfield City Limits     | M.L. 0.25               | 0.25                  | 40             |
| Stillwell Road                                    |  | M.L. 0.25                   | M.L. 0.50               | 0.25                  | 45             |
| Stillwell Road                                    |  | M. L. 0.50                  | M.L. 2.25               | 1.75                  | 55             |
| Stillwell Road                                    |  | M.L. 2.25                   | M.L. 2.45               | 0.20                  | 45             |
| Stillwell Road                                    |  | M.L. 2.45                   | 500' E. Long Bridge Rd  | 0.50                  | 35             |
| Stillwell Road                                    |  | 500' E of Long Bridge<br>Rd | Cletus Gnann Road       | 0.30                  | 45             |
| Stillwell-Clyo Road                               |  | Cletus Gnann Rd             | Cuba Road               | 7.15                  | 55             |
| Stillwell-Clyo Road                               |  | Cuba Road                   | Fair Street             | 0.40                  | 45             |
| Stillwell-Clyo Road                               |  | Fair Street                 | SR 119                  | 1.05                  | 35             |
| Springfield<br>Tusculum Rd                        |  | Brogdon Rd                  | M.L. 3.40               | 3.40                  | 50             |
| Springfield<br>Tusculum Rd                        |  | M.L. 3.40                   | SR 17                   | 0.40                  | 45             |
| Tucasee King Rd                                   |  | SR 119                      | Pavement End            | 0.75                  | 45             |
| Wallace Road                                      |  | Standard Lane               | SR 21                   | 0.70                  | 35             |
| Wallace Road<br>*<br><b>SCHOOL<br/>ZONE</b><br>*  | <b>Springfield<br/>Elementary<br/>School</b>                 | Standard Lane               | M.L. 0.15               | 0.15                  | 25             |
| Wallace Road<br>*<br><b>SCHOOL<br/>ZONE</b><br>*  | <b>Springfield<br/>Elementary<br/>School</b>                 | Old Tusculum Road           | Standard Lane           | 0.15                  | 25             |
| Weisenbaker Road                                  |  | Rincon City Limits          | Seckinger Ford Road     | 1.20                  | 55             |
| W. Third Street Ext.                              |  | SR 119                      | W. Third Street         | 0.45                  | 35             |
| W. Third Street                                   |  | W. Third Street Ext.        | Springfield City Limits | 0.55                  | 35             |
| Westwood Drive                                    |  | SR 21                       | LD. Effingham           | 0.50                  | 25             |
| Whitehall Ave                                     |  | Oglethorpe                  | LD Effingham            | 0.40                  | 25             |
| Wylly Road  |  | Long Bridge Road            | High Bluff Rd           | 0.80                  | 45             |
| Wylly Road  |  | High Bluff Rd               | Pavement Ends           | 1.60                  | 40             |
| Zeigler Road                                      |  | Deerfield Road              | Roebbling Road          | 0.50                  | 35             |
| Zeigler Road                                      |  | SR 26                       | Pavement Ends           | 1.30                  | 35             |
| Zittrouer Rd                                      |  | Midland Rd                  | SR 30                   | 2.55                  | 35             |

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY  
REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Chairman, Effingham County Board of Commissioners

Sworn and Subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Clerk

## Staff Report

**Subject:** Approval for purchase of office furniture for the new Administrative building at 802 and 804 S. Laurel St.  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Approve the expenditure for furnishing from Office Services Furniture & Supplies for the newly remodeled Administrative Building.

### Summary Recommendation:

Using State contract rates, Office Services Furniture and Supplies has prepared a furniture layout for the new Administrative Building. The layout utilizes existing furniture that was included in the purchase of the building and supplements as needed. Prices include delivery and installation. Total cost is \$175,280.64.

### Executive Summary/Background:

- Furnishing was not included in the construction contract for the remodeling of the building.
- Due to configuration of the office spaces, most existing furniture in use at the current Administrative building will not effectively work in the new spaces.
- To keep costs as low as possible, all existing furniture in storage was considered for reuse and those pieces suitable for the space were added. The proposal includes State contract rates for installation only.
- Prices are State contract rate or discounted due to being floor displays or overstock.
- These furniture purchases provide optimal space utilization, file storage needs, and a clean, new professional office look with matching desks, chairs, file, etc.

### Alternatives for Commission to Consider

1 - Approve the furniture purchase from Office Services Furniture and Supplies in the amount of \$175,280.64.

2 – Take no action. This will result in reuse of substandard, inefficient spaces and lack of storage and workspace. Staff will utilize existing resources.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

**Department Review:** Development Services; County Attorney

**Funding Source:** 100-1565-021-54-1306 General Fund.

**Attachments:**

1. Office Services Furniture & Supplies proposed furniture layout
2. Office Services Furniture & Supplies cost proposal



**OFFICE SERVICES**  
1042 LYNES AVE  
SAVANNAH GA 31415

## STATE OF GEORGIA PROPOSAL

*Bill To:*

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG


*Ship To:*

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG



Date: 6/4/2021  
Quote Valid for 30 Days  
Quote No.:  
Rep: LOREN MERCER  
912.232.7500  
LOREN@OFFICESERVICESSAV.COM

|   | Item              | Qty.     | Product   | Sell Price<br>Unit | Extended      |
|---|-------------------|----------|---|--------------------|---------------|
| 1 | <b>NOTE</b>       | <b>1</b> | <b>REFERENCE# SC394236 FOR SPECIAL DISCOUNTING</b>                            | \$0.00             | \$0.00        |
| 2 | <b>NOTE</b>       | <b>1</b> | <b>KEY ALIKE PER USER UNLESS OTHERWISE NOTED<br/>(DRAWING TO BE PROVIDED)</b> | \$0.00             | \$0.00        |
| 3 | <b>MASTER KEY</b> | <b>3</b> | <b>MASTER KEY SETS</b>  | \$0.00             | \$0.00        |
|   |                   |          |   |                    | <b>\$0.00</b> |



### 101 LOBBY




|   |  |                                |   |          |                 |
|---|--|--------------------------------|---|----------|-----------------|
| 4 |  <b>41NN-ST222218</b> | <b>1</b>                       | <b>Table,Coffee 22"(550MM)D x 22"(550MM)W x<br/>18"(450MM)H</b> | \$207.76 | \$207.76        |
|   |  | Single- or Two-Tone <b>(1)</b> | Single-Tone   |          |                 |
|   |  | Finish Selection <b>CER</b>    | Wood Grain: Cherry  |          |                 |
|   |  |                                |   |          | <b>\$207.76</b> |

### 104 BREAK ROOM




|   |  |   |  |          |                 |
|---|--|---|--|----------|-----------------|
| 5 |  <b>T5NN-R42</b>  | <b>1</b>  | <b>ROUND TOP - 1 1/2 inch laminate with smooth edge,<br/>42"(1050MM)W x 42"(1050MM)D</b> | \$294.98 | \$294.98        |
|   |  | 1 Piece - Edge N, S - 1.5" Thick Tops Only <b>CER</b> | Wood Grain: Cherry   |          |                 |
| 6 |  <b>TNNS-XB33</b> | <b>1</b>  | <b>X-BASE - Silver Metal</b>   | \$337.61 | \$337.61        |
|   |  |   |  |          | <b>\$632.59</b> |

### 105 TRAINING ROOM




|   |   |   |   |          |            |
|---|---|---|---|----------|------------|
| 7 |  <b>ST1N??-MPM244</b>  | <b>1</b>  | <b>PENTAGONAL MOBILE TABLE-15<br/>DEGREES-24"D</b>                              | \$553.70 | \$553.70   |
|   |   | General Use - Edge N, S - 1.5" Thick Tops Only <b>CER</b> | Wood Grain: Cherry  |          |            |
| 8 |  <b>ST1N??-MRCF244</b> | <b>16</b>   | <b>MOB RECT TABLE T BASE FLIPTOP<br/>-THERMOFUSED LAMINATE 1" THICK<br/>TOP</b> | \$542.92 | \$8,686.72 |
|   |   | Finish Selection - General Use - Edge N, S <b>CER</b>     | Wood Grain: Cherry  |          |            |







| Item   | Qty.        | Product   | Unit               | Sell Price | Extended   |
|--|-------------|---|--------------------|------------|------------|
| 9   | <b>17</b>   | <b>POWER MODULE WITH (2) DUPLEX RECEPTACLES AND UNDER SURFACE CONVENIENCE OUTLET FOR DAISY CHAINING</b> |                    | \$204.82   | \$3,481.94 |
| 10  | <b>16</b>   | <b>Table connectors (pkg of 4 for 1 table)</b>  |                    | \$38.22    | \$611.52   |
| 11   | <b>NOTE</b> | <b>1 REFERENCE SPECIAL QUOTE SPE136360</b>  |                    | \$0.00     | \$0.00     |
| 12  | <b>1</b>    | <b>TNNN-LC241846 LECTERN - Laminate,24"(600MM)W x 18"(448MM)D x 47"(1177MM)H</b>                        |                    | \$545.86   | \$545.86   |
|  |             | Finish Selection - General Use - Edge N, S <b>CER</b>   | Wood Grain: Cherry |            |            |

**\$13,879.74****108 RECEPTION**




|  |                    |   |                    |          |          |
|--|--------------------|---|--------------------|----------|----------|
| 13    | <b>41NN-S3066F</b> | <b>1 Desk,Sngl Ped,Right,Full-Ht. Mod. Pnl,Strt Front,B/F,Lnr Pull (Int),Pencil Tray 30"(750MM)D x 66"(1650MM)W</b> |                    | \$564.48 | \$564.48 |
|  |                    | Single- or Two-Tone <b>(2)</b>  | Two-Tone           |          |          |
|  |                    | Finish Selection 1 <b>CER</b>   | Wood Grain: Cherry |          |          |
|  |                    | Finish Selection 2 <b>WGR</b>   | Solid: Willow Grey |          |          |
| 14    | <b>41NN-F2448R</b> | <b>1 Return,Executive,Left,1 Ped,B/F,Lnr Pull (Int),Pencil Tray,Lock,1 Grommet 24"(600MM)D x 48"(1200MM)W</b>       |                    | \$459.13 | \$459.13 |
|  |                    | Single- or Two-Tone <b>(2)</b>  | Two-Tone           |          |          |
|  |                    | Finish Selection 1 <b>CER</b>   | Wood Grain: Cherry |          |          |
|  |                    | Finish Selection 2 <b>WGR</b>   | Solid: Willow Grey |          |          |
| 15  | <b>41NN-2430PS</b> | <b>1 Table,Printer,1 Ht-Adj. Sliding shelf,Grommet on Mod. Pnl. 24"(600MM)D x 30"(750MM)W x 29"(735MM)H</b>         |                    | \$384.65 | \$384.65 |
|  |                    | Single- or Two-Tone <b>(2)</b>  | Two-Tone           |          |          |
|  |                    | Finish Selection 1 <b>CER</b>   | Wood Grain: Cherry |          |          |
|  |                    | Finish Selection 2 <b>WGR</b>   | Solid: Willow Grey |          |          |

**\$1,408.26****109, 110, 111, 112, 117 PRIVATE OFFICES**






|  |                      |  |                                     |          |            |
|--|----------------------|--|-------------------------------------|----------|------------|
| 16  | <b>EXISTING</b>      | <b>5 EXISTING L-SHAPE DESK SETUPS</b>  |                                     | \$0.00   | \$0.00     |
|  |                      | Single- or Two-Tone <b>(2)</b>   | Two-Tone                            |          |            |
|  |                      | Finish Selection 1 <b>BUC</b>  | Wood Grain: MAHOGANY (DISCONTINUED) |          |            |
|  |                      | Finish Selection 2 <b>WGR</b>  | Solid: MOSS (DISCONTINUED)          |          |            |
| 17  | <b>41NN-E783616P</b> | <b>5 Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx78"(1950MM)Wx36"(900MM)H</b> |                                     | \$638.96 | \$3,194.80 |
|  |                      | Single- or Two-Tone <b>(2)</b>   | Two-Tone                            |          |            |
|  |                      | Finish Selection 1 <b>CER</b>  | Wood Grain: Cherry                  |          |            |
|  |                      | Finish Selection 2 <b>WGR</b>  | Solid: Willow Grey                  |          |            |
| 18  | <b>LGC-TK7615E</b>   | <b>5 Tackboards for hutch, 76 x 1/2 x 15</b>   |                                     | \$211.19 | \$1,055.95 |
|  |                      | Upholstery for tackboards and screens <b>(GR2)</b>   | Grade 2                             |          |            |

| Item       | Qty.  | Product  | Unit     | Price   | Extended          |
|------------|---|--|----------|---|-------------------|
|            |   | Grade 2 - For tackboards <b>AM</b>                 |          |   |                   |
|            |   | Grade 2 - UC Alpha Marquesa <b>46</b>              |          |   |                   |
|            |   | UC Alpha Marquesa                                  |          |   |                   |
|            |   | Alpha Marquesa - Light Grey                        |          |   |                   |
| 19         |    | <b>LGC-T5LE49</b>                                  | <b>5</b> | <b>Electronic fluorescent task lights T5, 49"</b>   | \$149.45 \$747.25 |
|            |   |  |          |   | \$4,998.00        |
| 113 OFFICE |   |  |          |   |                   |
| 20         |    | <b>EXISTING</b>                                    | <b>2</b> | <b>EXISTING U-SHAPE DESK SETUPS</b>   | \$0.00 \$0.00     |
|            |   | Single- or Two-Tone <b>(2)</b>                     |          | Two-Tone  |                   |
|            |   | Finish Selection 1 <b>BUC</b>                      |          | Wood Grain: MAHOGANY (DISCONTINUED)   |                   |
|            |   | Finish Selection 2 <b>WGR</b>                      |          | Solid: MOSS (DISCONTINUED)  |                   |
| 21         |    | <b>4NLN-MP1523UF</b>                               | <b>2</b> | <b>Pedestal, Mobile, B/B/F, Pencil Tray, w/Lock, Blk Lnr Hndl 23"(575MM)D x 15"(390MM)W x 27 1/8"(689MM)H</b> | \$468.93 \$937.86 |
|            |   | Finish Selection <b>WGR</b>                        |          | Solid: Willow Grey  |                   |
| 22         |    | <b>LGC-GBAKD26</b>                                 | <b>1</b> | <b>Articulated retractable arm, 5 1/2" adjustable arm.</b>  | \$222.95 \$222.95 |
| 23         |    | <b>LGC-TK7015E</b>                                 | <b>2</b> | <b>Tackboards for hutch, 70 x 1/2 x 15</b>  | \$204.82 \$409.64 |
|            |   | Upholstery for tackboards and screens <b>(GR2)</b> |          | Grade 2   |                   |
|            |   | Grade 2 - For tackboards <b>AM</b>                 |          | UC Alpha Marquesa   |                   |
|            |   | Grade 2 - UC Alpha Marquesa <b>46</b>              |          | Alpha Marquesa - Light Grey   |                   |
| 24         |  | <b>LGC-T5LE49</b>                                  | <b>2</b> | <b>Electronic fluorescent task lights T5, 49"</b>   | \$149.45 \$298.90 |
| 25         |   | <b>NOTE</b>  | <b>1</b> | <b>(2) SETS OF (2) LOCK CORE KITS TO KEY OLD UNITS TO NEW</b>   | \$0.00 \$0.00     |
|            |   |  |          |   | \$1,869.35        |





115 DEVELOPMENT DIRECTOR

|    |   |                                |          |   |                   |
|----|---|--------------------------------|----------|---|-------------------|
| 26 |  | <b>41YN-S3072F</b>             | <b>1</b> | <b>Desk, Sngl Ped, Right, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30"(750MM)D x 72"(1800MM)W</b> | \$594.86 \$594.86 |
|    |   | Single- or Two-Tone <b>(1)</b> |          | Single-Tone   |                   |
|    |   | Finish Selection <b>CER</b>    |          | Wood Grain: Cherry  |                   |
| 27 |  | <b>41NN-BR2442</b>             | <b>1</b> | <b>Bridge-Return, Full-Ht. Mod. Pnl, 1 Grommet 24"(600MM)D x 42"(1050MM)W</b>                                       | \$196.00 \$196.00 |
|    |   | Single- or Two-Tone <b>(1)</b> |          | Single-Tone   |                   |
|    |   | Finish Selection <b>CER</b>    |          | Wood Grain: Cherry  |                   |
| 28 |  | <b>41YN-LF2472S</b>            | <b>1</b> | <b>Credenza, Lateral File, Left, 2 Lat Files, Lock, Grommet on Mod. Pnl, Alum Hndl 24"(600MM)D x 72"(1800MM)W</b>   | \$765.38 \$765.38 |
|    |   | Single- or Two-Tone <b>(1)</b> |          | Single-Tone   |                   |
|    |   | Finish Selection <b>CER</b>    |          | Wood Grain: Cherry  |                   |




|    | Item  | Qty.                                  | Product  | Unit                        | Sell Price<br>Extended |
|----|---|---------------------------------------|--|-----------------------------|------------------------|
| 29 |  | <b>41NN-E723616P</b>                  | <b>1 Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>           | \$607.11                    | \$607.11               |
|    |   | Single- or Two-Tone                   | <b>(1)</b>   | Single-Tone                 |                        |
|    |   | Finish Selection                      | <b>CER</b>   | Wood Grain: Cherry          |                        |
| 30 |  | <b>LGC-TK7015E</b>                    | <b>1 Tackboards for hutch, 70 x 1/2 x 15</b>   | \$204.82                    | \$204.82               |
|    |   | Upholstery for tackboards and screens | <b>(GR2)</b>   | Grade 2                     |                        |
|    |   | Grade 2 - For tackboards              | <b>AM</b>  | UC Alpha Marquesa           |                        |
|    |   | Grade 2 - UC Alpha Marquesa           | <b>46</b>  | Alpha Marquesa - Light Grey |                        |
| 31 |  | <b>LGC-T5LE49</b>                     | <b>1 Electronic fluorescent task lights T5, 49"</b>  | \$149.45                    | \$149.45               |
| 32 |  | <b>LGC-DR20M</b>                      | <b>1 Drawers for small objects-Laminate drawer Front, 20 x 17 1/2 x 2 1/2</b>                                | \$95.55                     | \$95.55                |
|    |   | Finish Selection                      | <b>CER</b>   | Wood Grain : Cherry         |                        |
| 33 |  | <b>41YN-243665LFE</b>                 | <b>1 Stg. Unit,Dbl Drs,w/2 Lateral Files w/Lk,2 Adj. Shlf,Alum Hndl 24"(600MM)Dx36"(900MM)Wx65"(1635MM)H</b> | \$981.96                    | \$981.96               |
|    |   | Single- or Two-Tone                   | <b>(1)</b>   | Single-Tone                 |                        |
|    |   | Finish Selection                      | <b>CER</b>   | Wood Grain: Cherry          |                        |



**\$3,595.13****118 CODE ENFORCEMENT**

|    |   |                                       |  |                                     |          |
|----|---|---------------------------------------|--|-------------------------------------|----------|
| 34 |  | <b>EXISTING</b>                       | <b>2 EXISTING U-SHAPE DESK SETUPS</b>  | \$0.00                              | \$0.00   |
|    |   | Single- or Two-Tone                   | <b>(2)</b>   | Two-Tone                            |          |
|    |   | Finish Selection 1                    | <b>BUC</b>   | Wood Grain: MAHOGANY (DISCONTINUED) |          |
|    |   | Finish Selection 2                    | <b>WGR</b>   | Solid: MOSS (DISCONTINUED)          |          |
| 35 |  | <b>LGC-TK7015E</b>                    | <b>2 Tackboards for hutch, 70 x 1/2 x 15</b>   | \$204.82                            | \$409.64 |
|    |   | Upholstery for tackboards and screens | <b>(GR2)</b>   | Grade 2                             |          |
|    |   | Grade 2 - For tackboards              | <b>AM</b>  | UC Alpha Marquesa                   |          |
|    |   | Grade 2 - UC Alpha Marquesa           | <b>46</b>  | Alpha Marquesa - Light Grey         |          |
| 36 |  | <b>LGC-T5LE49</b>                     | <b>2 Electronic fluorescent task lights T5, 49"</b>  | \$149.45                            | \$298.90 |
| 37 |  | <b>4NLN-MP1523UF</b>                  | <b>2 Pedestal,Mobile,B/B/F,Pencil Tray,w/Lock,Blk Lnr Hndl 23"(575MM)D x 15"(390MM)W x 27 1/8"(689MM)H</b> | \$468.93                            | \$937.86 |
|    |   | Finish Selection                      | <b>WGR</b>   | Solid: Willow Grey                  |          |
| 38 |   | <b>NOTE</b>                           | <b>1 (2) SETS OF (2) LOCK CORE KITS TO KEY OLD UNITS TO NEW</b>  | \$0.00                              | \$0.00   |

**\$1,646.40****118 CODE ENFORCEMENT STORAGE**

| Item   | Qty. | Product   | Unit       | Extended   |
|--|------|---|------------|------------|
| 39  | 1    | <b>Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H, full pull, Silver lock</b>       | \$1,020.67 | \$1,020.67 |
|  |      | Digital Lock Option ~ Regular Lock  |            |            |
|  |      | Counterweight Option <b>W</b> With Counterweight (factory installed)                  |            |            |
|  |      | Posting Shelf Option (for 4-drawer and above) <b>P</b> With a Posting Shelf, Standard |            |            |
|  |      | Metal Paint Finishes <b>(STD)</b> Standard Offer                                      |            |            |
|  |      | Standard Metal Paint Finishes <b>P29</b> Willow Grey                                  |            |            |
|  |      |   |            | \$1,020.67 |

#### 119 CONFERENCE

|  |   |  |          |            |
|--|---|--|----------|------------|
| 40  | 1 | <b>BOATSHAPE TOP - 1 1/2 inch laminate with smooth edge, 42"(1050MM)W x 96"(2400MM)D</b> | \$576.24 | \$576.24   |
|  |   | 1 Piece - Edge N, S - 1.5" Thick Tops Only <b>CER</b> Wood Grain: Cherry                 |          |            |
| 41  | 2 | <b>COMBINED BASE THERM LAM/METAL - Silver aluminium</b>                                  | \$222.95 | \$445.90   |
|  |   | Finish Selection - 1 Piece - Edge N, S <b>CER</b> Wood Grain: Cherry                     |          |            |
|  |   |  |          | \$1,022.14 |

#### 126 CLERK






|  |   |  |          |            |
|--|---|--|----------|------------|
| 42   | 1 | <b>Desk, Sngl Ped, Left, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30"(750MM)D x 66"(1650MM)W</b> | \$564.48 | \$564.48   |
|  |   | Single- or Two-Tone <b>(1)</b> Single-Tone   |          |            |
|  |   | Finish Selection <b>CER</b> Wood Grain: Cherry   |          |            |
| 43  | 1 | <b>Return, Executive, Right, 1 Ped, B/F, Alum Hndl, Pencil Tray, Lock, 1 Grommet 24"(600MM)D x 42"(1050MM)W</b>    | \$434.14 | \$434.14   |
|  |   | Single- or Two-Tone <b>(1)</b> Single-Tone   |          |            |
|  |   | Finish Selection <b>CER</b> Wood Grain: Cherry   |          |            |
| 44  | 1 | <b>Hutch, 4 Drs, Clearance 17 5/8", Grmt, Full-Wd Wire Acc. 16"(400MM)D x 72"(1800MM)W x 36"(900MM)H</b>           | \$607.11 | \$607.11   |
|  |   | Single- or Two-Tone <b>(1)</b> Single-Tone   |          |            |
|  |   | Finish Selection <b>CER</b> Wood Grain: Cherry   |          |            |
| 45  | 1 | <b>Tackboards for hutch, 70 x 1/2 x 15</b>   | \$204.82 | \$204.82   |
|  |   | Upholstery for tackboards and screens <b>(GR2)</b> Grade 2   |          |            |
|  |   | Grade 2 - For tackboards <b>AM</b> UC Alpha Marquesa   |          |            |
|  |   | Grade 2 - UC Alpha Marquesa <b>46</b> Alpha Marquesa - Light Grey  |          |            |
| 46  | 1 | <b>Electronic fluorescent task lights T5, 49"</b>  | \$149.45 | \$149.45   |
|  |   |  |          | \$1,960.00 |

#### 204 LOBBY

|  |   |  |          |          |
|--|---|--|----------|----------|
| 47  | 1 | <b>Table, Coffee 22"(550MM)D x 22"(550MM)W x 18"(450MM)H</b> | \$207.76 | \$207.76 |
|--|---|--|----------|----------|




| Item                                       | Qty. | Product            |  |          |
|--|------|--------------------|--|----------|
| le- or Two-Tone - General Use - Edge N, S  | (1)  | Single-Tone        |  |          |
| Finish Selection - General Use - Edge N, S | CER  | Wood Grain: Cherry |  |          |
|  |      |                    |  | \$207.76 |



## 213 FINANCE DESK 1

|    |  |                                       |  |          |          |
|----|--|---------------------------------------|--|----------|----------|
| 48 |   | <b>41NN-S3072F</b>                    | <b>1 Desk, Sngl Ped, Right, Full-Ht. Mod. Pnl, Strt Front, B/F, Lnr Pull (Int), Pencil Tray 30\"</b> | \$594.86 | \$594.86 |
|    |  | Single- or Two-Tone                   | (2) Two-Tone   |          |          |
|    |  | Finish Selection 1                    | CER Wood Grain: Cherry   |          |          |
|    |  | Finish Selection 2                    | WGR Solid: Willow Grey   |          |          |
| 49 |   | <b>41NN-F2442R</b>                    | <b>1 Return, Executive, Left, 1 Ped, B/F, Lnr Pull (Int), Pencil Tray, Lock, 1 Grommet 24\"</b>      | \$434.14 | \$434.14 |
|    |  | Single- or Two-Tone                   | (2) Two-Tone   |          |          |
|    |  | Finish Selection 1                    | CER Wood Grain: Cherry   |          |          |
|    |  | Finish Selection 2                    | WGR Solid: Willow Grey   |          |          |
| 50 |  | <b>41NN-E723616P</b>                  | <b>1 Hutch, 4 Drs, Clearance 17 5/8\", Grmt, Full-Wd Wire Acc. 16\"</b>                              | \$607.11 | \$607.11 |
|    |  | Single- or Two-Tone                   | (2) Two-Tone   |          |          |
|    |  | Finish Selection 1                    | CER Wood Grain: Cherry   |          |          |
|    |  | Finish Selection 2                    | WGR Solid: Willow Grey   |          |          |
| 51 |    | <b>LGC-TK7015E</b>                    | <b>1 Tackboards for hutch, 70 x 1/2 x 15\"</b>   | \$204.82 | \$204.82 |
|    |  | Upholstery for tackboards and screens | (GR2) Grade 2  |          |          |
|    |  | Grade 2 - For tackboards              | AM UC Alpha Marquesa   |          |          |
|    |  | Grade 2 - UC Alpha Marquesa           | 46 Alpha Marquesa - Light Grey   |          |          |
| 52 |   | <b>LGC-T5LE49</b>                     | <b>1 Electronic fluorescent task lights T5, 49\"</b>   | \$149.45 | \$149.45 |




\$1,990.38

## 213 FINANCE DESK 2


|    |  |                      |   |          |          |
|----|--|----------------------|---|----------|----------|
| 53 |   | <b>41NN-F3066S</b>   | <b>1 Desk, Sngl Ped, Left, Full-Ht. Mod. Pnl, Strt Front, B/F, Lnr Pull (Int), Pencil Tray 30\"</b> | \$564.48 | \$564.48 |
|    |  | Single- or Two-Tone  | (2) Two-Tone  |          |          |
|    |  | Finish Selection 1   | CER Wood Grain: Cherry  |          |          |
|    |  | Finish Selection 2   | WGR Solid: Willow Grey  |          |          |
| 54 |   | <b>41NN-R2448F</b>   | <b>1 Return, Executive, Right, 1 Ped, B/F, Lnr Pull (Int), Pencil Tray, Lock, 1 Grommet 24\"</b>    | \$459.13 | \$459.13 |
|    |  | Single- or Two-Tone  | (2) Two-Tone  |          |          |
|    |  | Finish Selection 1   | CER Wood Grain: Cherry  |          |          |
|    |  | Finish Selection 2   | WGR Solid: Willow Grey  |          |          |
| 55 |  | <b>41NN-E783616P</b> | <b>1 Hutch, 4 Drs, Clearance 17 5/8\", Grmt, Full-Wd Wire Acc. 16\"</b>                             | \$638.96 | \$638.96 |
|    |  | Single- or Two-Tone  | (2) Two-Tone  |          |          |
|    |  | Finish Selection 1   | CER Wood Grain: Cherry  |          |          |

| Item | Qty.  | Product   | Unit     | Extended          |
|------|---|---|----------|-------------------|
|      |   | Finish Selection 2 <b>WGR</b> Solid: Willow Grey                  |          |                   |
| 56   |  | <b>LGC-TK7615E 1 Tackboards for hutch, 76 x 1/2 x 15</b>          | \$211.19 | \$211.19          |
|      |   | Upholstery for tackboards and screens <b>(GR2)</b> Grade 2        |          |                   |
|      |   | Grade 2 - For tackboards <b>AM</b> UC Alpha Marquesa              |          |                   |
|      |   | Grade 2 - UC Alpha Marquesa <b>46</b> Alpha Marquesa - Light Grey |          |                   |
| 57   |  | <b>LGC-T5LE49 1 Electronic fluorescent task lights T5, 49"</b>    | \$149.45 | \$149.45          |
|      |   |   |          | <b>\$2,023.21</b> |


## 213 FINANCE OPEN AREA


|    |   |  |          |                   |
|----|---|--|----------|-------------------|
| 58 |    | <b>EXISTING 6 EXISTING U-SHAPE DESK SETUPS</b>   | \$0.00   | \$0.00            |
|    |   | Single- or Two-Tone <b>(2)</b> Two-Tone  |          |                   |
|    |   | Finish Selection 1 <b>BUC</b> Wood Grain: MAHOGANY (DISCONTINUED)  |          |                   |
|    |   | Finish Selection 2 <b>WGR</b> Solid: MOSS (DISCONTINUED)   |          |                   |
| 59 |    | <b>LGC-TK7015E 6 Tackboards for hutch, 70 x 1/2 x 15</b>   | \$204.82 | \$1,228.92        |
|    |   | Upholstery for tackboards and screens <b>(GR2)</b> Grade 2   |          |                   |
|    |   | Grade 2 - For tackboards <b>AM</b> UC Alpha Marquesa   |          |                   |
|    |   | Grade 2 - UC Alpha Marquesa <b>46</b> Alpha Marquesa - Light Grey  |          |                   |
| 60 |  | <b>LGC-T5LE49 6 Electronic fluorescent task lights T5, 49"</b>   | \$149.45 | \$896.70          |
| 61 |  | <b>4NLN-MP1523UF 6 Pedestal,Mobile,B/B/F,Pencil Tray,w/Lock,Blk Lnr Hndl 23"(575MM)D x 15"(390MM)W x 27 1/8"(689MM)H</b> | \$468.93 | \$2,813.58        |
|    |   | Finish Selection <b>WGR</b> Solid: Willow Grey   |          |                   |
| 62 |   | <b>NOTE 1 (6) SETS OF (2) LOCK CORE KITS TO KEY OLD UNITS TO NEW</b>   | \$0.00   | \$0.00            |
|    |   |  |          | <b>\$4,939.20</b> |







## 213 FINANCE STORAGE




|    |   |   |            |                    |
|----|---|---|------------|--------------------|
| 63 |  | <b>RIDFS-183654LF 10 Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H, full pull, Silver lock</b> | \$1,020.67 | \$10,206.70        |
|    |   | Digital Lock Option <b>~</b> Regular Lock   |            |                    |
|    |   | Counterweight Option <b>W</b> With Counterweight (factory installed)                              |            |                    |
|    |   | Posting Shelf Option (for 4-drawer and above) <b>P</b> With a Posting Shelf, Standard             |            |                    |
|    |   | Metal Paint Finishes <b>(STD)</b> Standard Offer  |            |                    |
|    |   | Standard Metal Paint Finishes <b>P29</b> Willow Grey  |            |                    |
|    |   |   |            | <b>\$10,206.70</b> |

## 214 ASST. FINANCE DIRECTOR






|    |   |   |          |          |
|----|---|---|----------|----------|
| 64 |  | <b>4NYN-MP1523UF 1 Pedestal,Mobile,B/B/F,Pencil Tray,w/Lock,Alum Hndl 23"(575MM)D x 15"(390MM)W x 27 1/8"(689MM)H</b> | \$468.93 | \$468.93 |
|----|---|---|----------|----------|

| Item                 |   |               | Qty. | Product   | Sell Price | Unit | Extended |
|----------------------|---|---------------|------|---|------------|------|----------|
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 65                   |    | 41NN-BTM3072  | 1    | Work Surface,D-Shaped,Black Steel Leg,1 Grommet,W/Reversible Mod. Pnl. 30\"(750MM)D x 72\"(1800MM)W       | \$468.93   |      | \$468.93 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 66                   |    | 41NN-BR2442   | 1    | Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 24\"(600MM)D x 42\"(1050MM)W                                    | \$196.00   |      | \$196.00 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 67                   |    | 41YN-S2472F   | 1    | Credenza,Single Ped,Right,B/F,Alum Hndl,Pencil Tray,Lock,Grommet on Mod. Pnl 24\"(600MM)D x 72\"(1800MM)W | \$562.03   |      | \$562.03 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 68                   |    | 41NN-E723616P | 1    | Hutch,4 Drs,Clearance 17 5/8\",Grmt,Full-Wd Wire Acc. 16\"(400MM)Dx72\"(1800MM)Wx36\"(900MM)H             | \$607.11   |      | \$607.11 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 69                   |    | LGC-TK7015E   | 1    | Tackboards for hutch, 70 x 1/2 x 15   | \$204.82   |      | \$204.82 |
|                      |   |               |      | Upholstery for tackboards and screens (GR2) Grade 2   |            |      |          |
|                      |   |               |      | Grade 2 - For tackboards AM UC Alpha Marquesa   |            |      |          |
|                      |   |               |      | Grade 2 - UC Alpha Marquesa 46 Alpha Marquesa - Light Grey  |            |      |          |
| 70                   |  | LGC-T5LE49    | 1    | Electronic fluorescent task lights T5, 49"  | \$149.45   |      | \$149.45 |
| 71                   |  | 41YN-2436LF   | 1    | Lateral File Unit,w/Lock,F/F,Alum Hndl 24\"(600MM)D x 36\"(900MM)W  | \$558.60   |      | \$558.60 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
|                      |   |               |      |   | \$3,215.87 |      |          |
| 215 FINANCE DIRECTOR |   |               |      |   |            |      |          |
| 72                   |  | 4NYN-MP1523UF | 1    | Pedestal,Mobile,B/B/F,Pencil Tray,w/Lock,Alum Hndl 23\"(575MM)D x 15\"(390MM)W x 27 1/8\"(689MM)H         | \$468.93   |      | \$468.93 |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 73                   |  | 41NN-BTM3072  | 1    | Work Surface,D-Shaped,Black Steel Leg,1 Grommet,W/Reversible Mod. Pnl. 30\"(750MM)D x 72\"(1800MM)W       | \$468.93   |      | \$468.93 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |
| 74                   |  | 41NN-BR2442   | 1    | Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 24\"(600MM)D x 42\"(1050MM)W                                    | \$196.00   |      | \$196.00 |
|                      |   |               |      | Single- or Two-Tone (1) Single-Tone   |            |      |          |
|                      |   |               |      | Finish Selection CER Wood Grain: Cherry   |            |      |          |



|                      |   | Item                  | Qty.     | Product   | Unit                        | Sell Price<br>Extended |
|----------------------|---|-----------------------|----------|---|-----------------------------|------------------------|
| 75                   |    | <b>41YN-F2472S</b>    | <b>1</b> | <b>Credenza,Single Ped,Left,B/F,Alum Hndl,Pencil Tray,Lock,Grommet on Mod. Pnl 24"(600MM)D x 72"(1800MM)W</b> |                             | \$562.03 \$562.03      |
|                      |   |                       |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |                        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |                        |
| 76                   |    | <b>41NN-E723616P</b>  | <b>1</b> | <b>Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>              |                             | \$607.11 \$607.11      |
|                      |   |                       |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |                        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |                        |
| 77                   |    | <b>LGC-TK7015E</b>    | <b>1</b> | <b>Tackboards for hutch, 70 x 1/2 x 15</b>  |                             | \$204.82 \$204.82      |
|                      |   |                       |          | Upholstery for tackboards and screens <b>(GR2)</b>  | Grade 2                     |                        |
|                      |   |                       |          | Grade 2 - For tackboards <b>AM</b>  | UC Alpha Marquesa           |                        |
|                      |   |                       |          | Grade 2 - UC Alpha Marquesa <b>46</b>   | Alpha Marquesa - Light Grey |                        |
| 78                   |    | <b>LGC-T5LE49</b>     | <b>1</b> | <b>Electronic fluorescent task lights T5, 49"</b>   |                             | \$149.45 \$149.45      |
| 79                   |    | <b>LGC-DR20M</b>      | <b>1</b> | <b>Drawers for small objects-Laminate drawer Front, 20 x 17 1/2 x 2 1/2</b>                                   |                             | \$95.55 \$95.55        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain : Cherry         |                        |
| 80                   |    | <b>41YN-243665LFE</b> | <b>1</b> | <b>Stg. Unit,Dbl Drs,w/2 Lateral Files w/Lk,2 Adj. Shlf,Alum Hndl 24"(600MM)Dx36"(900MM)Wx65"(1635MM)H</b>    |                             | \$981.96 \$981.96      |
|                      |   |                       |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |                        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |                        |
|                      |   |                       |          |   |                             | <b>\$3,734.78</b>      |
| <b>217 HR OFFICE</b> |   |                       |          |   |                             |                        |
| 81                   |  | <b>41YN-S3066F</b>    | <b>1</b> | <b>Desk,Sngl Ped,Right,Full-Ht. Mod. Pnl,Strt Front,B/F,Alum Hndl,Pencil Tray 30"(750MM)D x 66"(1650MM)W</b>  |                             | \$564.48 \$564.48      |
|                      |   |                       |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |                        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |                        |
| 82                   |  | <b>41YN-F2442R</b>    | <b>1</b> | <b>Return,Executive,Left,1 Ped,B/F,Alum Hndl,Pencil Tray,Lock,1 Grommet 24"(600MM)D x 42"(1050MM)W</b>        |                             | \$434.14 \$434.14      |
|                      |   |                       |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |                        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |                        |
| 83                   |  | <b>41NN-E723616P</b>  | <b>1</b> | <b>Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>              |                             | \$607.11 \$607.11      |
|                      |   |                       |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |                        |
|                      |   |                       |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |                        |
| 84                   |  | <b>LGC-TK7015E</b>    | <b>1</b> | <b>Tackboards for hutch, 70 x 1/2 x 15</b>  |                             | \$204.82 \$204.82      |
|                      |   |                       |          | Upholstery for tackboards and screens <b>(GR2)</b>  | Grade 2                     |                        |
|                      |   |                       |          | Grade 2 - For tackboards <b>AM</b>  | UC Alpha Marquesa           |                        |
|                      |   |                       |          | Grade 2 - UC Alpha Marquesa <b>46</b>   | Alpha Marquesa - Light Grey |                        |

|    | Item  | Qty.                | Product   | Unit       | Sell Price<br>Extended |
|----|---|---------------------|---|------------|------------------------|
| 85 |  <b>LGC-T5LE49</b>     | 1                   | <b>Electronic fluorescent task lights T5, 49"</b>                     | \$149.45   | \$149.45               |
| 86 |  <b>LGC-DR20M</b>      | 1                   | <b>Drawers for small objects-Laminate drawer Front, 20 x 17½ x 2½</b> | \$95.55    | \$95.55                |
|    |   | Finish Selection    | <b>CER</b> Wood Grain : Cherry  |            |                        |
| 87 |  <b>LNZS-203658LF4</b> | 1                   | <b>LATERAL FILE / 4 STEEL DRAWERS, SILVER ACCENT, 36x20x58</b>        | \$1,172.57 | \$1,172.57             |
|    |   | Single- or Two-Tone | <b>(1)</b> Single-Tone  |            |                        |
|    |   | Finish Selection    | <b>CER</b> Wood Grain : Cherry  |            |                        |



**\$3,228.12****218 HR WORKSTATION**

|    |  |                                       |   |          |          |
|----|--|---------------------------------------|---|----------|----------|
| 88 |  <b>41YN-F3072S</b>   | 1                                     | <b>Desk,Sngl Ped,Left,Full-Ht. Mod. Pnl,Strt Front,B/F,Alum Hndl,Pencil Tray 30"(750MM)D x 72"(1800MM)W</b> | \$594.86 | \$594.86 |
|    |  | Single- or Two-Tone                   | <b>(1)</b> Single-Tone  |          |          |
|    |  | Finish Selection                      | <b>CER</b> Wood Grain: Cherry   |          |          |
| 89 |  <b>41NN-E723616P</b> | 1                                     | <b>Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>            | \$607.11 | \$607.11 |
|    |  | Single- or Two-Tone                   | <b>(1)</b> Single-Tone  |          |          |
|    |  | Finish Selection                      | <b>CER</b> Wood Grain: Cherry   |          |          |
| 90 |  <b>LGC-TK7015E</b> | 1                                     | <b>Tackboards for hutch, 70 x ½ x 15</b>  | \$204.82 | \$204.82 |
|    |  | Upholstery for tackboards and screens | <b>(GR2)</b> Grade 2  |          |          |
|    |  | Grade 2 - For tackboards              | <b>AM</b> UC Alpha Marquesa   |          |          |
|    |  | Grade 2 - UC Alpha Marquesa           | <b>46</b> Alpha Marquesa - Light Grey   |          |          |
| 91 |  <b>LGC-T5LE49</b>  | 1                                     | <b>Electronic fluorescent task lights T5, 49"</b>   | \$149.45 | \$149.45 |
| 92 |  <b>LGC-DR20M</b>   | 1                                     | <b>Drawers for small objects-Laminate drawer Front, 20 x 17½ x 2½</b>                                       | \$95.55  | \$95.55  |
|    |  | Finish Selection                      | <b>CER</b> Wood Grain : Cherry  |          |          |





**\$1,651.79****219 HR LOBBY**

|    |   |                     |   |          |          |
|----|---|---------------------|---|----------|----------|
| 93 |  <b>41YN-GS3072F</b> | 1                   | <b>Reception Desk,Left,2 Grmts,Ped Right,B/F,w/Lk,Pencil Tray,Full-Ht Mod Pnl,Alum Hndl 30"(750MM)Dx72"(1800MM)W</b>      | \$831.53 | \$831.53 |
|    |   | Single- or Two-Tone | <b>(1)</b> Single-Tone  |          |          |
|    |   | Finish Selection    | <b>CER</b> Wood Grain: Cherry   |          |          |
| 94 |  <b>41YN-GF2448R</b> | 1                   | <b>Left Return,Recep. Desk,Ped Left,B/F,Lock,Pencil Tray,Grommet,Full-Ht Mod Pnl,Alum Hndl 24"(600MM)D x 48"(1200MM)W</b> | \$543.41 | \$543.41 |
|    |   | Single- or Two-Tone | <b>(1)</b> Single-Tone  |          |          |
|    |   | Finish Selection    | <b>CER</b> Wood Grain: Cherry   |          |          |







| Item   | Qty. | Product   | Unit       | Extended          |
|--|------|---|------------|-------------------|
| 95  | 1    | <b>Drawers for small objects-Laminate drawer Front, 20 x 17½ x 2½</b> | \$95.55    | \$95.55           |
|  |      | Finish Selection <b>CER</b> Wood Grain : Cherry                       |            |                   |
| 96  | 1    | <b>LATERAL FILE / 4 STEEL DRAWERS, SILVER ACCENT, 36x20x58</b>        | \$1,172.57 | \$1,172.57        |
|  |      | Single- or Two-Tone <b>(1)</b> Single-Tone                            |            |                   |
|  |      | Finish Selection <b>CER</b> Wood Grain : Cherry                       |            |                   |
|  |      |   |            | <b>\$2,643.06</b> |




## 220 HR OFFICE











|   |   |  |          |                   |
|---|---|--|----------|-------------------|
| 97     | 1 | <b>Desk,Sngl Ped,Left,Full-Ht. Mod. Pnl,Strt Front,B/F,Alum Hndl,Pencil Tray 30"(750MM)D x 66"(1650MM)W</b>                      | \$564.48 | \$564.48          |
|   |   | Single- or Two-Tone <b>(1)</b> Single-Tone   |          |                   |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry   |          |                   |
| 98     | 1 | <b>Return,Executive,Right,1 Ped,B/F,Alum Hndl,Pencil Tray,Lock,1 Grommet 24"(600MM)D x 48"(1200MM)W</b>                          | \$459.13 | \$459.13          |
|   |   | Single- or Two-Tone <b>(1)</b> Single-Tone   |          |                   |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry   |          |                   |
| 99     | 1 | <b>Drawers for small objects-Laminate drawer Front, 20 x 17½ x 2½</b>  | \$95.55  | \$95.55           |
|   |   | Finish Selection <b>CER</b> Wood Grain : Cherry  |          |                   |
| 100  | 1 | <b>Credenza,Lateral File/Bookcase,2 Lat Files,Bookcase Unit w/Doors and Adj Shelf,Locks,Alum Hndl 24"(600MM)D x 72"(1800MM)W</b> | \$927.08 | \$927.08          |
|   |   | Single- or Two-Tone <b>(1)</b> Single-Tone   |          |                   |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry   |          |                   |
|   |   |  |          | <b>\$2,046.24</b> |




## 222 HR DIRECTOR

|   |   |   |          |          |
|---|---|---|----------|----------|
| 101  | 1 | <b>Pedestal,Mobile,B/B/F,Pencil Tray,w/Lock,Alum Hndl 23"(575MM)D x 15"(390MM)W x 27 1/8"(689MM)H</b>       | \$468.93 | \$468.93 |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry  |          |          |
| 102  | 1 | <b>Work Surface,D-Shaped,Black Steel Leg,1 Grommet,W/Reversible Mod. Pnl. 30"(750MM)D x 72"(1800MM)W</b>    | \$468.93 | \$468.93 |
|   |   | Single- or Two-Tone <b>(1)</b> Single-Tone  |          |          |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry  |          |          |
| 103  | 1 | <b>Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 24"(600MM)D x 42"(1050MM)W</b>                                 | \$196.00 | \$196.00 |
|   |   | Single- or Two-Tone <b>(1)</b> Single-Tone  |          |          |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry  |          |          |
| 104  | 1 | <b>Credenza,Lateral File,Left,2 Lat Files,Lock,Grommet on Mod. Pnl,Alum Hndl 24"(600MM)D x 66"(1650MM)W</b> | \$735.00 | \$735.00 |
|   |   | Single- or Two-Tone <b>(1)</b> Single-Tone  |          |          |
|   |   | Finish Selection <b>CER</b> Wood Grain: Cherry  |          |          |

|                      |   | Item                 | Qty.     | Product   | Unit                        | Sell Price | Extended          |
|----------------------|---|----------------------|----------|---|-----------------------------|------------|-------------------|
| 105                  |    | <b>41NN-E663616P</b> | <b>1</b> | <b>Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx66"(1650MM)Wx36"(900MM)H</b>            |                             | \$573.30   | \$573.30          |
|                      |   |                      |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |            |                   |
|                      |   |                      |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |            |                   |
| 106                  |    | <b>LGC-TK6415E</b>   | <b>1</b> | <b>Tackboards for hutch, 64 x 1/2 x 15</b>  |                             | \$198.94   | \$198.94          |
|                      |   |                      |          | Upholstery for tackboards and screens <b>(GR2)</b>  | Grade 2                     |            |                   |
|                      |   |                      |          | Grade 2 - For tackboards <b>AM</b>  | UC Alpha Marquesa           |            |                   |
|                      |   |                      |          | Grade 2 - UC Alpha Marquesa <b>46</b>   | Alpha Marquesa - Light Grey |            |                   |
| 107                  |    | <b>LGC-T5LE49</b>    | <b>1</b> | <b>Electronic fluorescent task lights T5, 49"</b>   |                             | \$149.45   | \$149.45          |
| 108                  |    | <b>LGC-DR20M</b>     | <b>1</b> | <b>Drawers for small objects-Laminate drawer Front, 20 x 17 1/2 x 2 1/2</b>                                 |                             | \$95.55    | \$95.55           |
|                      |   |                      |          | Finish Selection <b>CER</b>   | Wood Grain : Cherry         |            |                   |
|                      |   |                      |          |   |                             |            | <b>\$2,886.10</b> |
| <b>224 HR OFFICE</b> |   |                      |          |   |                             |            |                   |
| 109                  |    | <b>41YN-F3066S</b>   | <b>1</b> | <b>Desk,Sngl Ped,Left,Full-Ht. Mod. Pnl,Strt Front,B/F,Alum Hndl,Pencil Tray 30"(750MM)D x 66"(1650MM)W</b> |                             | \$564.48   | \$564.48          |
|                      |   |                      |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |            |                   |
|                      |   |                      |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |            |                   |
| 110                  |  | <b>41YN-R2448F</b>   | <b>1</b> | <b>Return,Executive,Right,1 Ped,B/F,Alum Hndl,Pencil Tray,Lock,1 Grommet 24"(600MM)D x 48"(1200MM)W</b>     |                             | \$459.13   | \$459.13          |
|                      |   |                      |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |            |                   |
|                      |   |                      |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |            |                   |
| 111                  |  | <b>41NN-E783616P</b> | <b>1</b> | <b>Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx78"(1950MM)Wx36"(900MM)H</b>            |                             | \$638.96   | \$638.96          |
|                      |   |                      |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |            |                   |
|                      |   |                      |          | Finish Selection <b>CER</b>   | Wood Grain: Cherry          |            |                   |
| 112                  |  | <b>LGC-TK7615E</b>   | <b>1</b> | <b>Tackboards for hutch, 76 x 1/2 x 15</b>  |                             | \$211.19   | \$211.19          |
|                      |   |                      |          | Upholstery for tackboards and screens <b>(GR2)</b>  | Grade 2                     |            |                   |
|                      |   |                      |          | Grade 2 - For tackboards <b>AM</b>  | UC Alpha Marquesa           |            |                   |
|                      |   |                      |          | Grade 2 - UC Alpha Marquesa <b>46</b>   | Alpha Marquesa - Light Grey |            |                   |
| 113                  |  | <b>LGC-T5LE49</b>    | <b>1</b> | <b>Electronic fluorescent task lights T5, 49"</b>   |                             | \$149.45   | \$149.45          |
| 114                  |  | <b>LGC-DR20M</b>     | <b>1</b> | <b>Drawers for small objects-Laminate drawer Front, 20 x 17 1/2 x 2 1/2</b>                                 |                             | \$95.55    | \$95.55           |
|                      |   |                      |          | Finish Selection <b>CER</b>   | Wood Grain : Cherry         |            |                   |
| 115                  |  | <b>41YN-2430LF</b>   | <b>1</b> | <b>Lateral File Unit,w/Lock,F/F,Aluminum Hndl 24"(600MM)D x 30"(750MM)W</b>                                 |                             | \$533.12   | \$533.12          |
|                      |   |                      |          | Single- or Two-Tone <b>(1)</b>  | Single-Tone                 |            |                   |








| Item                    | Qty.   | Product   | Unit  | Extended            |
|-------------------------|--|---|---|---------------------|
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
|                         |  |   |   | \$2,651.88          |
| 225 HR OFFICE           |  |   |   |                     |
| 116                     |   | <b>41YN-S3066F</b>  | <b>1 Desk, Sngl Ped, Right, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30\"</b> | \$564.48 \$564.48   |
|                         |  | Single- or Two-Tone <b>(1)</b> Single-Tone                        |   |                     |
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
| 117                     |   | <b>41YN-F2448R</b>  | <b>1 Return, Executive, Left, 1 Ped, B/F, Alum Hndl, Pencil Tray, Lock, 1 Grommet 24\"</b>      | \$459.13 \$459.13   |
|                         |  | Single- or Two-Tone <b>(1)</b> Single-Tone                        |   |                     |
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
| 118                     |  | <b>41NN-E783616P</b>  | <b>1 Hutch, 4 Drs, Clearance 17 5/8\", Grmt, Full-Wd Wire Acc. 16\"</b>                         | \$638.96 \$638.96   |
|                         |  | Single- or Two-Tone <b>(1)</b> Single-Tone                        |   |                     |
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
| 119                     |   | <b>LGC-TK7615E</b>  | <b>1 Tackboards for hutch, 76 x 1/2 x 15\"</b>  | \$211.19 \$211.19   |
|                         |  | Upholstery for tackboards and screens <b>(GR2)</b> Grade 2        |   |                     |
|                         |  | Grade 2 - For tackboards <b>AM</b> UC Alpha Marquesa              |   |                     |
|                         |  | Grade 2 - UC Alpha Marquesa <b>46</b> Alpha Marquesa - Light Grey |   |                     |
| 120                     |   | <b>LGC-T5LE49</b>   | <b>1 Electronic fluorescent task lights T5, 49\"</b>  | \$149.45 \$149.45   |
| 121                     |   | <b>LGC-DR20M</b>  | <b>1 Drawers for small objects-Laminate drawer Front, 20 x 17 1/2 x 2 1/2\"</b>                 | \$95.55 \$95.55     |
|                         |  | Finish Selection <b>CER</b> Wood Grain : Cherry                   |   |                     |
| 122                     |   | <b>41YN-2430LF</b>  | <b>1 Lateral File Unit, w/Lock, F/F, Aluminum Hndl 24\"</b>                                     | \$533.12 \$533.12   |
|                         |  | Single- or Two-Tone <b>(1)</b> Single-Tone                        |   |                     |
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
|                         |  |   |   | \$2,651.88          |
| 305 COMMISSIONER OFFICE |  |   |   |                     |
| 123                     |   | <b>41YN-F3066S</b>  | <b>1 Desk, Sngl Ped, Left, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30\"</b>  | \$564.48 \$564.48   |
|                         |  | Single- or Two-Tone <b>(1)</b> Single-Tone                        |   |                     |
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
| 124                     |   | <b>41YN-R2442F</b>  | <b>1 Return, Executive, Right, 1 Ped, B/F, Alum Hndl, Pencil Tray, Lock, 1 Grommet 24\"</b>     | \$434.14 \$434.14   |
|                         |  | Single- or Two-Tone <b>(1)</b> Single-Tone                        |   |                     |
|                         |  | Finish Selection <b>CER</b> Wood Grain: Cherry                    |   |                     |
| 125                     |   | <b>41YN-S3066F</b>  | <b>2 Desk, Sngl Ped, Right, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30\"</b> | \$564.48 \$1,128.96 |

| Item               | Qty.  | Product  | Unit  | Extended            |
|--------------------|---|--|---|---------------------|
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 126                |    | <b>41YN-F2442R 2 Return,Executive,Left,1 Ped,B/F,Alum Hndl,Pencil Tray,Lock,1 Grommet 24"(600MM)D x 42"(1050MM)W</b>         |   | \$434.14 \$868.28   |
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 127                |    | <b>41NN-E723616P 3 Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>             |   | \$607.11 \$1,821.33 |
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 128                |    | <b>LGC-TK7015E 3 Tackboards for hutch, 70 x 1/2 x 15</b>   |   | \$204.82 \$614.46   |
|                    |   | Upholstery for tackboards and screens (GR2)<br>Grade 2 - For tackboards AM<br>Grade 2 - UC Alpha Marquesa 46                 | Grade 2<br>UC Alpha Marquesa<br>Alpha Marquesa - Light Grey |                     |
| 129                |    | <b>LGC-T5LE49 3 Electronic fluorescent task lights T5, 49"</b>   |   | \$149.45 \$448.35   |
|                    |   |  |   | \$5,880.00          |
| 306 COUNTY MANAGER |   |  |   |                     |
| 130                |  | <b>41YN-S4272FA 1 Desk,Sngl Ped,Right,Full-Ht. Mod. Pnl,Bow Front,B/F,Alum Hndl,Pencil Tray 42"(1050MM)D x 72"(1800MM) W</b> |   | \$762.93 \$762.93   |
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 131                |  | <b>41NN-BR2448 1 Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 24"(600MM)D x 48"(1200MM)W</b>                                    |   | \$207.76 \$207.76   |
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 132                |  | <b>41YN-LF2472S 1 Credenza,Lateral File,Left,2 Lat Files,Lock,Grommet on Mod. Pnl,Alum Hndl 24"(600MM)D x 72"(1800MM)W</b>   |   | \$765.38 \$765.38   |
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 133                |  | <b>41NN-E723616P 1 Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>             |   | \$607.11 \$607.11   |
|                    |   | Single- or Two-Tone (1)<br>Finish Selection CER  | Single-Tone<br>Wood Grain: Cherry                           |                     |
| 134                |  | <b>LGC-TK7015E 1 Tackboards for hutch, 70 x 1/2 x 15</b>   |   | \$204.82 \$204.82   |
|                    |   | Upholstery for tackboards and screens (GR2)<br>Grade 2 - For tackboards AM<br>Grade 2 - UC Alpha Marquesa 46                 | Grade 2<br>UC Alpha Marquesa<br>Alpha Marquesa - Light Grey |                     |
| 135                |  | <b>LGC-T5LE49 1 Electronic fluorescent task lights T5, 49"</b>   |   | \$149.45 \$149.45   |

| Item  | Qty. | Product   | Unit       | Extended   |
|---|------|---|------------|------------|
| 136  | 1    | <b>Credenza,Lateral File,4 Lat Files,Locks,Alum Hndl 24"(600MM)D x 72"(1800MM)W</b> | \$1,024.10 | \$1,024.10 |
|   |      | Single- or Two-Tone (1) Single-Tone   |            |            |
|   |      | Finish Selection CER Wood Grain: Cherry   |            |            |
| 137  | 1    | <b>Top,Round,For Conf Tbl,(Order Base Separately) 42"(1050MM)Dia</b>                | \$264.11   | \$264.11   |
|   |      | Finish Selection CER Wood Grain: Cherry   |            |            |
| 138  | 1    | <b>Base,Drum 18"(460MM)D x 18"(460MM)W x 28"(710MM)H</b>                            | \$480.69   | \$480.69   |
|   |      | Finish Selection CER Wood Grain: Cherry   |            |            |




\$4,466.35





307 COUNTY CLERK

|   |   |  |            |            |
|---|---|--|------------|------------|
| 139    | 1 | <b>Desk,Sngl Ped,Left,Full-Ht. Mod. Pnl,Bow Front,B/F,Alum Hndl,Pencil Tray 42"(1050MM)D x 72"(1800MM) W</b> | \$762.93   | \$762.93   |
|   |   | Single- or Two-Tone (1) Single-Tone  |            |            |
|   |   | Finish Selection CER Wood Grain: Cherry  |            |            |
| 140    | 1 | <b>Bridge-Return,Full-Ht. Mod. Pnl,1 Grommet 24"(600MM)D x 42"(1050MM)W</b>                                  | \$196.00   | \$196.00   |
|   |   | Single- or Two-Tone (1) Single-Tone  |            |            |
|   |   | Finish Selection CER Wood Grain: Cherry  |            |            |
| 141  | 1 | <b>Credenza,Lateral File,Right,2 Lat Files,Lock,Grommet on Mod. Pnl,Alum Hndl 24"(600MM)D x 72"(1800MM)W</b> | \$765.38   | \$765.38   |
|   |   | Single- or Two-Tone (1) Single-Tone  |            |            |
|   |   | Finish Selection CER Wood Grain: Cherry  |            |            |
| 142  | 1 | <b>Hutch,4 Drs,Clearance 17 5/8",Grmt,Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H</b>             | \$607.11   | \$607.11   |
|   |   | Single- or Two-Tone (1) Single-Tone  |            |            |
|   |   | Finish Selection CER Wood Grain: Cherry  |            |            |
| 143  | 1 | <b>Tackboards for hutch, 70 x 1/2 x 15</b>   | \$204.82   | \$204.82   |
|   |   | Upholstery for tackboards and screens (GR2) Grade 2  |            |            |
|   |   | Grade 2 - For tackboards AM UC Alpha Marquesa  |            |            |
|   |   | Grade 2 - UC Alpha Marquesa 46 Alpha Marquesa - Light Grey   |            |            |
| 144  | 1 | <b>Electronic fluorescent task lights T5, 49"</b>  | \$149.45   | \$149.45   |
| 145  | 1 | <b>Credenza,Lateral File,4 Lat Files,Locks,Alum Hndl 24"(600MM)D x 72"(1800MM)W</b>                          | \$1,024.10 | \$1,024.10 |
|   |   | Single- or Two-Tone (1) Single-Tone  |            |            |
|   |   | Finish Selection CER Wood Grain: Cherry  |            |            |

\$3,709.79

308 CLERK ASST.

| Item                |  | Qty.                                  | Product   | Unit     | Sell Price<br>Extended |
|---------------------|--|---------------------------------------|---|----------|------------------------|
| 146                 |   | 41YN-F3072S                           | 1 Desk, Sngl Ped, Left, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30"(750MM)D x 72"(1800MM)W   | \$594.86 | \$594.86               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 147                 |   | 41YN-R2442F                           | 1 Return, Executive, Right, 1 Ped, B/F, Alum Hndl, Pencil Tray, Lock, 1 Grommet 24"(600MM)D x 42"(1050MM)W      | \$434.14 | \$434.14               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 148                 |    | 41NN-E723616P                         | 1 Hutch, 4 Drs, Clearance 17 5/8", Grmt, Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H                 | \$607.11 | \$607.11               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 149                 |   | LGC-TK7015E                           | 1 Tackboards for hutch, 70 x 1/2 x 15   | \$204.82 | \$204.82               |
|                     |  | Upholstery for tackboards and screens | (GR2) Grade 2   |          |                        |
|                     |  | Grade 2 - For tackboards              | AM UC Alpha Marquesa  |          |                        |
|                     |  | Grade 2 - UC Alpha Marquesa           | 46 Alpha Marquesa - Light Grey  |          |                        |
| 150                 |   | LGC-T5LE49                            | 1 Electronic fluorescent task lights T5, 49"  | \$149.45 | \$149.45               |
|                     |  |                                       |   |          | \$1,990.38             |
| 309 EXECUTIVE ASST. |  |                                       |   |          |                        |
| 151                 |   | 41YN-F2472S                           | 1 Credenza, Single Ped, Left, B/F, Alum Hndl, Pencil Tray, Lock, Grommet on Mod. Pnl 24"(600MM)D x 72"(1800MM)W | \$562.03 | \$562.03               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 152                 |   | 41NN-BR2442                           | 1 Bridge-Return, Full-Ht. Mod. Pnl, 1 Grommet 24"(600MM)D x 42"(1050MM)W  | \$196.00 | \$196.00               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 153                 |   | 41YN-S3072F                           | 1 Desk, Sngl Ped, Right, Full-Ht. Mod. Pnl, Strt Front, B/F, Alum Hndl, Pencil Tray 30"(750MM)D x 72"(1800MM)W  | \$594.86 | \$594.86               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 154                 |  | 41NN-E723616P                         | 1 Hutch, 4 Drs, Clearance 17 5/8", Grmt, Full-Wd Wire Acc. 16"(400MM)Dx72"(1800MM)Wx36"(900MM)H                 | \$607.11 | \$607.11               |
|                     |  | Single- or Two-Tone                   | (1) Single-Tone   |          |                        |
|                     |  | Finish Selection                      | CER Wood Grain: Cherry  |          |                        |
| 155                 |   | LGC-TK7015E                           | 1 Tackboards for hutch, 70 x 1/2 x 15   | \$204.82 | \$204.82               |
|                     |  | Upholstery for tackboards and screens | (GR2) Grade 2   |          |                        |
|                     |  | Grade 2 - For tackboards              | AM UC Alpha Marquesa  |          |                        |
|                     |  | Grade 2 - UC Alpha Marquesa           | 46 Alpha Marquesa - Light Grey  |          |                        |

|               | Item  | Qty.                | Product   | Unit               | Sell Price | Extended           |
|---------------|---|---------------------|---|--------------------|------------|--------------------|
| 156           |  <b>LGC-T5LE49</b>     | 1                   | <b>Electronic fluorescent task lights T5, 49"</b>   |                    | \$149.45   | \$149.45           |
| 157           |  <b>41YN-243665LFE</b> | 1                   | <b>Stg. Unit,Dbl Drs,w/ 2 Lateral Files w/Lk,2 Adj. Shlf,Alum Hndl 24"(600MM)Dx36"(900MM)Wx65"(1635MM)H</b> |                    | \$981.96   | \$981.96           |
|               |   | Single- or Two-Tone | (1)   | Single-Tone        |            |                    |
|               |   | Finish Selection    | CER   | Wood Grain: Cherry |            |                    |
|               |   |                     |   |                    |            | \$3,296.23         |
| 311 LOBBY     |   |                     |   |                    |            |                    |
| 158           |  <b>41NN-ST222218</b>  | 2                   | <b>Table,Coffee 22"(550MM)D x 22"(550MM)W x 18"(450MM)H</b>   |                    | \$207.76   | \$415.52           |
|               |   | Single- or Two-Tone | (1)   | Single-Tone        |            |                    |
|               |   | Finish Selection    | CER   | Wood Grain: Cherry |            |                    |
| 159           |  <b>41NN-ST224818</b>  | 1                   | <b>Table,Magazine 22"(550MM)D x 48"(1200MM)W x 18"(450MM)H</b>  |                    | \$222.95   | \$222.95           |
|               |   | Single- or Two-Tone | (1)   | Single-Tone        |            |                    |
|               |   | Finish Selection    | CER   | Wood Grain: Cherry |            |                    |
|               |   |                     |   |                    |            | \$638.47           |
| <b>Total:</b> |   |                     |   |                    |            | <b>\$96,298.23</b> |

This order was priced using Groupe Lacasse's State of Georgia Office, Computer and Educational Furniture Contract. Please reference contract number **99999-001-SPD0000100-0034** when placing an order. All Purchase Orders should be made out to:

Groupe Lacasse  
c/o Office Services  
99 St-Pierre  
St-Pie (Quebec), Canada J0H 1W0  
Phone: 888-522-2773  
Email: GSA-State@groupelacasse.com

*THIS MATERIAL IS PROPRIETARY AND CONFIDENTIAL.  
NOT TO BE USED WITHOUT THE WRITTEN CONSENT OF OFFICE SERVICES.*





**OFFICE SERVICES**  
1042 LYNES AVE  
SAVANNAH GA 31415

## OPEN MARKET ITEMS





### Bill To:

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COI**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG

### Ship To:


ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COI**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG

Date: 6/4/2021  
Quote Valid for 30 Days  
Quote No.:  
Rep: LOREN MERCER  
912.232.7500  
LOREN@OFFICESERVICESSAV.COM

| Item  | Qty. | Product  | Unit | Sell Price | Extended          |
|---|------|--|------|------------|-------------------|
| <b>311 LOBBY</b>  |      |  |      |            |                   |
|    | 1    | <b>1 Flock Modular Chair</b>                         |      | \$589.00   | \$589.00          |
|   |      | <b>Flock Leg Opt</b> Tapered Rd P6N P7A orWdGrn FRM  |      |            |                   |
|   |      | <b>Select Upholstery</b> Grade IV Upholstery         |      |            |                   |
|   |      | <b>Upholstery Selection</b> Messenger                |      |            |                   |
|   |      | <b>UPH: Messenger</b> Color: Onyx                    |      |            |                   |
|   |      | <b>Flock Frame Opt</b> Textd Satin Chrome N/A caster |      |            |                   |
|    | 2    | <b>1 Flock Modular Left End</b>                      |      | \$689.00   | \$689.00          |
|   |      | <b>Flock Leg Opt</b> Tapered Rd P6N P7A orWdGrn FRM  |      |            |                   |
|   |      | <b>Select Upholstery</b> Grade IV Upholstery         |      |            |                   |
|   |      | <b>Upholstery Selection</b> Messenger                |      |            |                   |
|   |      | <b>UPH: Messenger</b> Color: Onyx                    |      |            |                   |
|   |      | <b>Flock Frame Opt</b> Textd Satin Chrome N/A caster |      |            |                   |
|  | 3    | <b>1 Flock Modular Right End</b>                     |      | \$689.00   | \$689.00          |
|   |      | <b>Flock Leg Opt</b> Tapered Rd PR8 or P7A FRM       |      |            |                   |
|   |      | <b>Select Upholstery</b> Grade IV Upholstery         |      |            |                   |
|   |      | <b>Upholstery Selection</b> Messenger                |      |            |                   |
|   |      | <b>UPH: Messenger</b> Color: Onyx                    |      |            |                   |
|   |      | <b>Flock Frame Opt</b> Silver Texture                |      |            |                   |
|  | 4    | <b>1 Flock Round Lounge Chair</b>                    |      | \$809.00   | \$809.00          |
|   |      | <b>Flock Leg Opt</b> Tapered Rd PR8 or P7A FRM       |      |            |                   |
|   |      | <b>Select Upholstery</b> Grade IV Upholstery         |      |            |                   |
|   |      | <b>Upholstery Selection</b> Messenger                |      |            |                   |
|   |      | <b>UPH: Messenger</b> Color: Onyx                    |      |            |                   |
|   |      | <b>Flock Frame Opt</b> Silver Texture                |      |            |                   |
|   |      |  |      |            | <b>\$2,776.00</b> |

### MISC FEES

|   |   |            |                   |
|---|---|------------|-------------------|
| 5 | <b>1 DESIGN SERVICES AND LABOR FEES FOR PRODUCT INVENTORY</b> | \$2,000.00 | \$2,000.00        |
|   |   |            | <b>\$2,000.00</b> |

| Item  | Qty. | Product                              |          |            |
|---|------|--------------------------------------|----------|------------|
| TASK SEATING- UPHOLSTERED BACK  |      |                                      |          |            |
|  | 6    | 5 Ign 2.0 Mid-back Uphlstrd w/Lumbar | \$389.00 | \$1,945.00 |

**Control Type** Syncho-Tilt W Seat Slider  
**Select Arm Type** Arm: Height and Width Adj. Arm  
**Select Caster/Glide Option** Hard Caster  
**Select Upholstery** Gr 1 UPH  
**Upholstery Selection** Contourett  
**UPH: Contourett** COLOR: Black  
**Select Lumbar** Adjustable Lumbar  
**Select Base** Base: Standard Base  
**Select Frame Color** Frame: Black

\$1,945.00

**Total: \$6,721.00**

*THIS MATERIAL IS PROPRIETARY AND CONFIDENTIAL.  
 NOT TO BE USED WITHOUT THE WRITTEN CONSENT OF OFFICE SERVICES.*

APPROVAL SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**OFFICE SERVICES**  
1042 LYNES AVE  
SAVANNAH GA 31415

# STATE OF GA PROPOSAL

*Bill To:*

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG

*Ship To:*

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG

Date: 6/4/2021  
Valid Until: 1/25/2018  
Quote No.:  
Rep: LOREN MERCER  
912.232.7500  
LOREN@OFFICESERVICESSAV.COM

| Item | Qty. | Product | Unit | Sell Price | Extended |
|------|------|---------|------|------------|----------|
|------|------|---------|------|------------|----------|

## 104 BREAK ROOM

|   |   |                   |          |  |          |          |
|---|---|-------------------|----------|--|----------|----------|
| 1 |  | <b>1051FT2.PS</b> | <b>4</b> | <b>Rio, Wire Rod, Plastic Seat &amp; Back, Armless</b> | \$113.19 | \$452.76 |
|---|---|-------------------|----------|--|----------|----------|

**Frame Information** Chrome Frame  
**Caster/Glide Option Selection** Clear Glides w/ Felt  
**Plastic Shell Color Selection** Black  
**3 Fire Std Option for Plastic Selection** Skipped Option  
**Package Selection** Std Packaging

\$452.76

## 105 TRAINING ROOM

|   |   |                      |           |   |          |             |
|---|---|----------------------|-----------|---|----------|-------------|
| 2 |  | <b>1141.FT4.US.M</b> | <b>40</b> | <b>Qwiz, Nesting Chair, Mesh Back, Upholstered Seat, AR1 Arms</b> | \$259.21 | \$10,368.40 |
|---|---|----------------------|-----------|---|----------|-------------|

**Quiz Mesh Back Colors** Onyx Mesh  
**Quiz Shell and Frame Color** Black  
**Caster Selecton** Carpet Casters  
**Fabric Grade Selection** Fabric Grade 2  
**Fabric Grade 2 Selection** Element Standard Color Selection  
**Element Color Selections** Element Onyx  
**Package Selection** Fully Assembled


\$10,368.40

## 120 COMMISSION MTG. ROOM

|   |   |                   |          |  |          |          |
|---|---|-------------------|----------|--|----------|----------|
| 3 |  | <b>1051FT1.PS</b> | <b>1</b> | <b>Rio, Four Leg Chair, Plastic Back &amp; Seat, Armless</b> | \$192.08 | \$192.08 |
|---|---|-------------------|----------|--|----------|----------|

**Frame Information** Silver Frame  
**Caster/Glide Option Selection** Floor Saver Glide  
**Tablet Option Selection** Folding Tablet Arm, Left  
**Plastic Shell Color Selection** Black  
**3 Fire Std Option for Plastic Selection** No Selection  
**Package Selection** Std Packaging

|   |   |                   |          |  |          |          |
|---|---|-------------------|----------|--|----------|----------|
| 4 |  | <b>1051FT1.PS</b> | <b>5</b> | <b>Rio, Four Leg Chair, Plastic Back &amp; Seat, Armless</b> | \$192.08 | \$960.40 |
|---|---|-------------------|----------|--|----------|----------|

| Item   | Qty.  | Product  | Unit     | Extended           |
|--|---|--|----------|--------------------|
| <b>Frame Information</b> Silver Frame<br><b>Caster/Glide Option Selection</b> Floor Saver Glide<br><b>Tablet Option Selection</b> Folding Tablet Arm, Right<br><b>Plastic Shell Color Selection</b> Black<br><b>3 Fire Std Option for Plastic Selection</b> No Selection<br><b>Package Selection</b> Std Packaging |   |  |          |                    |
| 5  |  | <b>1051FT2.PS 100 Rio, Wire Rod, Plastic Seat &amp; Back, Armless</b>                      | \$113.19 | \$11,319.00        |
| <b>Frame Information</b> Chrome Frame<br><b>Caster/Glide Option Selection</b> Clear Glides w/ Felt<br><b>Plastic Shell Color Selection</b> Black<br><b>3 Fire Std Option for Plastic Selection</b> Skipped Option<br><b>Package Selection</b> Std Packaging  |   |  |          |                    |
| 6  |   | <b>1051.FT2.GG3 100 Rio, Ganging Bracket for Wirerod, Armless (validate w/ price book)</b> | \$19.11  | \$1,911.00         |
|  |   |  |          | <b>\$14,382.48</b> |

**Total: \$25,203.64**

This order was priced using SitOnIt Seating's State of Georgia Office, Computer and Educational Furniture Contract. Please reference contract number **99999-001-SPD0000100-0029** when placing an order. All Purchase Orders should be made out to:

Exemplis LLC  
 c/o Office Services  
 6415 Katella Avenue  
 Cypress, CA 90630  
 Phone: 888-274-8664  
 Email: purchaseorder@exemplis.com

*THIS MATERIAL IS PROPRIETARY AND CONFIDENTIAL.  
 NOT TO BE USED WITHOUT THE WRITTEN CONSENT OF OFFICE SERVICES.*



**OFFICE SERVICES**  
1042 LYNES AVE  
SAVANNAH GA 31415

## STATE OF GEORGIA PROPOSAL

*Bill To:*

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG


*Ship To:*

ERIC LARSON  
ASSISTANT COUNTY MANAGER  
**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**  
601 N. LAUREL STREET  
SPRINGFILED GA 31329  
P: 912.754.8061 F:  
ELARSON@EFFINGHAMCOUNTY.ORG

Date: 6/4/2021  
Quote Valid for 30 Days  
Quote No.:  
Rep: LOREN MERCER  
912.232.7500  
LOREN@OFFICESERVICESSAV.COM







| Item | Qty. | Product | Unit | Sell Price<br>Extended |
|------|------|---------|------|------------------------|
|------|------|---------|------|------------------------|

### 101 LOBBY

|   |   |                      |   |          |          |
|---|---|----------------------|---|----------|----------|
| 1 |  | <b>HIGCL</b>         | <b>4 Ignition Guest Chair Four Leg Frame Arms</b> | \$208.28 | \$833.12 |
|   |   | Select Glide Option  | <b>.E</b> Glide: Glide                            |          |          |
|   |   | Select Back          | <b>.U</b> Back: Upholstered                       |          |          |
|   |   | Select Upholstery    | <b>\$(1)</b> Gr 1 UPH                             |          |          |
|   |   | Upholstery Selection | <b>.UR</b> Contourett                             |          |          |
|   |   | UPH: Contourett      | <b>10</b> COLOR: Black                            |          |          |
|   |   | Select Frame Color   | <b>.PLAT</b> Textured Platinum Metallic           |          |          |

\$833.12


### 118 CODE ENFORCEMENT STATIONS

|   |   |                       |   |          |          |
|---|---|-----------------------|---|----------|----------|
| 2 |  | <b>HWR2448PN</b>      | <b>6 Systems Rectangular Wksfc Edgeband 24D x 48W No Grom</b> | \$146.52 | \$879.12 |
|   |   | Select Laminate       | <b>\$(L1STD)</b> Grd L1 Standard Laminates                    |          |          |
|   |   | Laminate Selection    | <b>.F</b> LAM: Shaker Cherry                                  |          |          |
|   |   | Select Edgeband Color | <b>.F</b> EDGE: Shaker Cherry                                 |          |          |
| 3 |  | <b>HMPEL4828</b>      | <b>1 Double Depth U-leg (box of 2)</b>                        | \$404.64 | \$404.64 |
|   |   | Select Paint Option   | <b>\$(P1)</b> P1 Paint Opts                                   |          |          |
|   |   | Select Grade 1 Paint  | <b>.LOFT</b> Loft   |          |          |
| 4 |  | <b>HMPSL4828</b>      | <b>2 Double Depth Shared U-leg (singles)</b>                  | \$166.68 | \$333.36 |
|   |   | Select Paint Option   | <b>\$(P1)</b> P1 Paint Opts                                   |          |          |
|   |   | Select Grade 1 Paint  | <b>.LOFT</b> Loft   |          |          |
| 5 |  | <b>HMPUB248</b>       | <b>3 48"W Support Beams (box of 2)</b>                        | \$203.40 | \$610.20 |
| 6 |  | <b>HMPTROUGH48</b>    | <b>3 48"W shared Trough</b>                                   | \$141.12 | \$423.36 |
| 7 |  | <b>HH871248</b>       | <b>3 Electrical Power Harness 48W 3-1 &amp; 2-2 Systems</b>   | \$69.84  | \$209.52 |


|    | Item   | Qty.                       | Product  | Unit     | Sell Price<br>Extended |
|----|--|----------------------------|--|----------|------------------------|
| 8  |  <b>HH871501</b>        | 2                          | <b>Duplex Receptacle Circuit 1 3-1 &amp; 2-2 Systems</b> | \$14.76  | \$29.52                |
|    |  | Select Duplex Color        | .TI Titanium   |          |                        |
| 9  |  <b>HH871502</b>        | 2                          | <b>Duplex Receptacle Circuit 2 3-1 &amp; 2-2 Systems</b> | \$14.76  | \$29.52                |
|    |  | Select Duplex Color        | .TI Titanium   |          |                        |
| 10 |  <b>HH871503</b>        | 2                          | <b>Duplex Receptacle Circuit 3 3-1 System Only</b>       | \$14.76  | \$29.52                |
|    |  | Select Duplex Color        | .TI Titanium   |          |                        |
| 11 |  <b>HH871504</b>        | 6                          | <b>Duplex Receptacle Circuit 4 3-1 &amp; 2-2 Systems</b> | \$14.76  | \$88.56                |
|    |  | Select Duplex Color        | .S PAINT: Charcoal                                       |          |                        |
| 12 |  <b>HMPPP125</b>        | 1                          | <b>Power pole</b>  | \$156.24 | \$156.24               |
|    |  | Select Paint Grade         | \$(P1) P1 Paint Opts                                     |          |                        |
|    |  | Select Grade 1 Paint       | .LOFT Loft   |          |                        |
| 13 | <b>HMP144</b>  | 1                          | <b>4-Circuit Power In-Feed 144" Sealtight</b>            | \$115.56 | \$115.56               |
| 14 |  <b>HMPFG4820</b>      | 3                          | <b>48"Wx 20"H shared frosted glass screen</b>            | \$255.96 | \$767.88               |
|    |  | Select Paint Color         | \$(P1) P1 Paint Opts                                     |          |                        |
|    |  | Select Grade 1 Paint       | .LOFT Loft   |          |                        |
|    |  | Select Glass               | .R Frosted Glass   |          |                        |
| 15 |  <b>HMPDFS2420</b>    | 4                          | <b>24"Dx20"H fabric side screens</b>                     | \$160.92 | \$643.68               |
|    |  | Select Paint Color         | \$(P1) P1 Paint Opts                                     |          |                        |
|    |  | Select Grade 1 Paint       | .LOFT Loft   |          |                        |
|    |  | Select fabric              | \$(A) Grd A Fab  |          |                        |
|    |  | Gr A Fab                   | .RFG FABRIC: Refuge                                      |          |                        |
|    |  | Select Refuge Fabric Color | 93 COLOR: Frost  |          |                        |
| 16 |  <b>HMTLEXSCRN203</b> | 4                          | <b>Mtl Extended Screen 20H x 33.4D (for 24D)</b>         | \$212.76 | \$851.04               |
|    |  | Select Paint Grade         | \$(P1) P1 Paint Opts                                     |          |                        |
|    |  | Select Grade 1 Paint       | .LOFT PAINT: Loft  |          |                        |
|    |  | Select Grade 1 Paint       | .NA Match Paint 1  |          |                        |
| 17 |  <b>HAPMBS239TFN</b>  | 6                          | <b>Fuse Slim 23" D 9" Box 12" File Mobile Pedestal</b>   | \$344.35 | \$2,066.10             |
|    |  | Select Pull Type           | .S Square  |          |                        |
|    |  | Select Pull Color          | PR6 Silver   |          |                        |
|    |  | Select Case Paint Color    | \$(P1) Select Grade 1 Paint Opts                         |          |                        |
|    |  | Select Grade 1 Paint       | .LOFT Loft   |          |                        |
|    |  | Select Front Paint Color   | \$(P1) Select Grade 1 Paint Opts                         |          |                        |
|    |  | Select Grade 1 Paint       | .LOFT Loft   |          |                        |

| Item                        | Qty.       | Product        | Unit | Extended          |
|-----------------------------|------------|----------------|------|-------------------|
| Select Tray/Accessory Color | <b>.DW</b> | Designer White |      |                   |
| Select Lock Option          | <b>.L</b>  | Lock: Lock     |      |                   |
|                             |            |                |      | <b>\$7,637.82</b> |


## 119 CONFERENCE

|    |   |                      |  |                              |                   |
|----|---|----------------------|--|------------------------------|-------------------|
| 18 |  | <b>HIWM2</b>         | <b>8 Ignition Wk Mid-bck Pneu Tilt Ten Synch tilt Bck Ht Adj</b> | \$427.23                     | \$3,417.84        |
|    |   | Select Arm Type      | <b>.P</b>  | Arm: Fixed Polished Aluminum |                   |
|    |   | Select Caster Option | <b>.H</b>  | CASTER: Hard (Standard)      |                   |
|    |   | Select Back          | <b>.U</b>  | Back: Upholstered            |                   |
|    |   | Select Upholstery    | <b>\$(1)</b>   | Gr 1 UPH                     |                   |
|    |   | Upholstery Selection | <b>.UR</b>   | Contourett                   |                   |
|    |   | UPH: Contourett      | <b>10</b>  | COLOR: Black                 |                   |
|    |   | Select Frame Color   | <b>.T</b>  | FRAME: Black                 |                   |
|    |   | Select Base          | <b>.PA</b>   | Base: Polished Aluminum      |                   |
|    |   |                      |  |                              | <b>\$3,417.84</b> |

## 120 COMMISSION MTG. ROOM

|    |   |                      |   |                              |                   |
|----|---|----------------------|---|------------------------------|-------------------|
| 19 |  | <b>HIEH2</b>         | <b>10 Ignition Exe HB Pneu Tilt Syn Tilt Seat Glde Bck Ht Adj</b> | \$439.42                     | \$4,394.20        |
|    |   | Select Arm Type      | <b>.P</b>   | Arm: Fixed Polished Aluminum |                   |
|    |   | Select Caster Option | <b>.H</b>   | CASTER: Hard (Standard)      |                   |
|    |   | Select Back          | <b>.U</b>   | Back: Upholstered            |                   |
|    |   | Select Upholstery    | <b>\$(1)</b>  | Gr 1 UPH                     |                   |
|    |   | Upholstery Selection | <b>.UR</b>  | Contourett                   |                   |
|    |   | UPH: Contourett      | <b>26</b>   | COLOR: Luggage               |                   |
|    |   | Select Frame Color   | <b>.T</b>   | FRAME: Black                 |                   |
|    |   | Select Base          | <b>.PA</b>  | Base: Polished Aluminum      |                   |
|    |   |                      |   |                              | <b>\$4,394.20</b> |

## 204 LOBBY

|    |   |                      |   |                            |                 |
|----|---|----------------------|---|----------------------------|-----------------|
| 20 |  | <b>HIGCL</b>         | <b>3 Ignition Guest Chair Four Leg Frame Arms</b> | \$208.28                   | \$624.84        |
|    |   | Select Glide Option  | <b>.E</b>   | Glide: Glide               |                 |
|    |   | Select Back          | <b>.U</b>   | Back: Upholstered          |                 |
|    |   | Select Upholstery    | <b>\$(1)</b>                                      | Gr 1 UPH                   |                 |
|    |   | Upholstery Selection | <b>.UR</b>  | Contourett                 |                 |
|    |   | UPH: Contourett      | <b>10</b>   | COLOR: Black               |                 |
|    |   | Select Frame Color   | <b>.PLAT</b>                                      | Textured Platinum Metallic |                 |
|    |   |                      |   |                            | <b>\$624.84</b> |


## 219 HR LOBBY

|    |   |                     |   |                   |          |
|----|---|---------------------|---|-------------------|----------|
| 21 |  | <b>HIGCL</b>        | <b>2 Ignition Guest Chair Four Leg Frame Arms</b> | \$208.28          | \$416.56 |
|    |   | Select Glide Option | <b>.E</b>   | Glide: Glide      |          |
|    |   | Select Back         | <b>.U</b>   | Back: Upholstered |          |



| Item | Qty. | Product                         | Unit                       | Extended |
|------|------|---------------------------------|----------------------------|----------|
|      |      | Select Upholstery <b>\$(1)</b>  | Gr 1 UPH                   |          |
|      |      | Upholstery Selection <b>.UR</b> | Contourett                 |          |
|      |      | UPH: Contourett <b>10</b>       | COLOR: Black               |          |
|      |      | Select Frame Color <b>.PLAT</b> | Textured Platinum Metallic |          |
|      |      |                                 |                            | \$416.56 |


### 304 CONFERENCE

|    |   |                                 |   |          |            |
|----|---|---------------------------------|---|----------|------------|
| 22 |  | <b>HIWM2</b>                    | <b>10 Ignition Wk Mid-bck Pneu Tilt Ten Synch tilt Bck Ht Adj</b> | \$427.23 | \$4,272.30 |
|    |   | Select Arm Type <b>.P</b>       | Arm: Fixed Polished Aluminum                                      |          |            |
|    |   | Select Caster Option <b>.H</b>  | CASTER: Hard (Standard)   |          |            |
|    |   | Select Back <b>.U</b>           | Back: Upholstered   |          |            |
|    |   | Select Upholstery <b>\$(1)</b>  | Gr 1 UPH  |          |            |
|    |   | Upholstery Selection <b>.UR</b> | Contourett  |          |            |
|    |   | UPH: Contourett <b>10</b>       | COLOR: Black  |          |            |
|    |   | Select Frame Color <b>.T</b>    | FRAME: Black  |          |            |
|    |   | Select Base <b>.PA</b>          | Base: Polished Aluminum   |          |            |
|    |   |                                 |   |          | \$4,272.30 |



### 314 BREAK ROOM

|    |   |                                  |   |          |          |
|----|---|----------------------------------|---|----------|----------|
| 23 |   | <b>HMG5</b>                      | <b>2 Motivate 4-Leg Cafe Ht Stool</b>                   | \$170.69 | \$341.38 |
|    |   | Select Arm Type <b>.N</b>        | Arm: No Arm   |          |          |
|    |   | Select Caster Option <b>.E</b>   | Standard Nylon Glide                                    |          |          |
|    |   | Select Shell Color <b>.ON</b>    | COLOR: Onyx   |          |          |
|    |   | Select Frame Color <b>.PR8</b>   | Silver Texture  |          |          |
| 24 |  | <b>HCTSQR24</b>                  | <b>1 Arrange Table 24" Square Top</b>                   | \$142.75 | \$142.75 |
|    |   | Grommet Selection <b>.N</b>      | No Grommet  |          |          |
|    |   | Select Grade <b>\$(L1STD)</b>    | Grd L1 Standard Laminates                               |          |          |
|    |   | Select Laminate Finish <b>.S</b> | LAM: Charcoal   |          |          |
|    |   | Select Edgeband Color <b>.S</b>  | EDGE: Charcoal  |          |          |
| 25 |  | <b>HCT42SX</b>                   | <b>1 Arrange Cafe Height X-base for 24-30" Surfaces</b> | \$284.99 | \$284.99 |
|    |   | Select Paint Color <b>\$(P2)</b> | P2 Paint Opts   |          |          |
|    |   | Select Grade 2 Paint <b>.PR8</b> | Silver Texture  |          |          |
|    |   |                                  |   |          | \$769.12 |


### FINANCE PANELS

|    |   |                                  |                                 |         |          |
|----|---|----------------------------------|---------------------------------|---------|----------|
| 26 |   | <b>HCKTPS</b>                    | <b>5 Straight Connector Kit</b> | \$6.12  | \$30.60  |
|    |   | Select Paint Color <b>.X</b>     | No Option                       |         |          |
| 27 |  | <b>HEC65PTN</b>                  | <b>2 65H "T" Connector Post</b> | \$50.40 | \$100.80 |
|    |   | Select Paint Grade <b>\$(P1)</b> | P1 Paint Opts                   |         |          |


| Item | Qty.  | Product                    |  |                   |
|------|---|----------------------------|--|-------------------|
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 28   |    | <b>HECS1</b>               | <b>8 Single Connector Strap</b>          | \$5.76 \$46.08    |
| 29   |    | <b>HEWS65P</b>             | <b>2 Wall Starter Kit for Panels 65H</b> | \$34.20 \$68.40   |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 30   |    | <b>HEFEC65P</b>            | <b>4 Panel Finished End Covers 65H</b>   | \$19.80 \$79.20   |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 31   |    | <b>HETC24</b>              | <b>1 Panel Top Cap 24"W</b>              | \$11.52 \$11.52   |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 32   |    | <b>HETC30</b>              | <b>1 Panel Top Cap 30"W</b>              | \$13.68 \$13.68   |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 33   |   | <b>HETC72</b>              | <b>1 Panel Top Cap 72"W</b>              | \$34.20 \$34.20   |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 34   |  | <b>HETC78</b>              | <b>3 Panel Top Cap 78"W</b>              | \$35.28 \$105.84  |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 35   |  | <b>HETC20</b>              | <b>1 Panel Top Cap 20"W</b>              | \$11.52 \$11.52   |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 36   |  | <b>HETP6520FP</b>          | <b>1 Tackable Panel w/o TC 65H x 20W</b> | \$120.60 \$120.60 |
|      |   | Fabric Selection           | \$(A)                                    | Gr A Fabric       |
|      |   | Gr A Fab                   | .RFG                                     | FABRIC: Refuge    |
|      |   | Select Refuge Fabric Color | 93                                       | COLOR: Frost      |
|      |   | Select Paint Color         | \$(P1)                                   | P1 Paint Opts     |
|      |   | Select Grade 1 Paint       | .LOFT                                    | Loft              |
| 37   |  | <b>HETP6536FP</b>          | <b>4 Tackable Panel w/o TC 65H x 36W</b> | \$141.48 \$565.92 |
|      |   | Fabric Selection           | \$(A)                                    | Gr A Fabric       |
|      |   | Gr A Fab                   | .RFG                                     | FABRIC: Refuge    |
|      |   | Select Refuge Fabric Color | 93                                       | COLOR: Frost      |

| Item | Qty.  | Product                              |  |                   |
|------|---|--------------------------------------|--|-------------------|
|      |   | Select Paint Color <b>\$(P1)</b>     | P1 Paint Opts                            |                   |
|      |   | Select Grade 1 Paint <b>.LOFT</b>    | Loft                                     |                   |
| 38   |  | <b>HETP6542FP</b>                    | <b>5 Tackable Panel w/o TC 65H x 42W</b> | \$154.08 \$770.40 |
|      |   | Fabric Selection <b>\$(A)</b>        | Gr A Fabric                              |                   |
|      |   | Gr A Fab <b>.RFG</b>                 | FABRIC: Refuge                           |                   |
|      |   | Select Refuge Fabric Color <b>93</b> | COLOR: Frost                             |                   |
|      |   | Select Paint Color <b>\$(P1)</b>     | P1 Paint Opts                            |                   |
|      |   | Select Grade 1 Paint <b>.LOFT</b>    | Loft                                     |                   |
| 39   |  | <b>HETP6572FP</b>                    | <b>1 Tackable Panel w/o TC 65H x 72W</b> | \$230.40 \$230.40 |
|      |   | Fabric Selection <b>\$(A)</b>        | Gr A Fabric                              |                   |
|      |   | Gr A Fab <b>.RFG</b>                 | FABRIC: Refuge                           |                   |
|      |   | Select Refuge Fabric Color <b>93</b> | COLOR: Frost                             |                   |
|      |   | Select Paint Color <b>\$(P1)</b>     | P1 Paint Opts                            |                   |
|      |   | Select Grade 1 Paint <b>.LOFT</b>    | Loft                                     |                   |
|      |   |                                      |  | \$2,189.16        |

#### GUEST CHAIRS

|    |  |                                      |  |                     |
|----|--|--------------------------------------|--|---------------------|
| 40 |  | <b>HIGS6</b>                         | <b>33 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking</b> | \$205.74 \$6,789.42 |
|    |  | Select Arm Type <b>.F</b>            | Arm: Fixed   |                     |
|    |  | Select Caster/Glide Option <b>.E</b> | Glide  |                     |
|    |  | Select Back <b>.IM</b>               | Back: Black  |                     |
|    |  | Select Upholstery <b>\$(1)</b>       | Gr 1 UPH   |                     |
|    |  | Upholstery Selection <b>.UR</b>      | Contourett   |                     |
|    |  | UPH: Contourett <b>10</b>            | COLOR: Black   |                     |
|    |  | Select Frame Color <b>.PLAT</b>      | Frame:Textured Platinum Met                                    |                     |
|    |  |                                      |  | \$6,789.42          |

#### GUEST CHAIRS- WHEELS


|    |   |                                      |  |                     |
|----|---|--------------------------------------|--|---------------------|
| 41 |  | <b>HIGS6</b>                         | <b>12 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking</b> | \$205.74 \$2,468.88 |
|    |   | Select Arm Type <b>.F</b>            | Arm: Fixed   |                     |
|    |   | Select Caster/Glide Option <b>.H</b> | Hard   |                     |
|    |   | Select Back <b>.IM</b>               | Back: Black  |                     |
|    |   | Select Upholstery <b>\$(1)</b>       | Gr 1 UPH   |                     |
|    |   | Upholstery Selection <b>.UR</b>      | Contourett   |                     |
|    |   | UPH: Contourett <b>10</b>            | COLOR: Black   |                     |
|    |   | Select Frame Color <b>.PLAT</b>      | Textured Platinum Metallic                                     |                     |
|    |   |                                      |  | \$2,468.88          |

#### TASK SEATING- EXECUTIVE

|    |   |                           |   |                     |
|----|---|---------------------------|---|---------------------|
| 42 |  | <b>HIEH2</b>              | <b>5 Ignition Exe HB Pneu Tilt Syn Tilt Seat Glide Bck Ht Adj</b> | \$439.42 \$2,197.10 |
|    |   | Select Arm Type <b>.P</b> | Arm: Fixed Polished Aluminum                                      |                     |

| Item                 | Qty.         | Product                 | Unit | Extended          |
|----------------------|--------------|-------------------------|------|-------------------|
| Select Caster Option | <b>.H</b>    | CASTER: Hard (Standard) |      |                   |
| Select Back          | <b>.U</b>    | Back: Upholstered       |      |                   |
| Select Upholstery    | <b>\$(1)</b> | Gr 1 UPH                |      |                   |
| Upholstery Selection | <b>.UR</b>   | Contourett              |      |                   |
| UPH: Contourett      | <b>10</b>    | COLOR: Black            |      |                   |
| Select Frame Color   | <b>.T</b>    | FRAME: Black            |      |                   |
| Select Base          | <b>.PA</b>   | Base: Polished Aluminum |      |                   |
|                      |              |                         |      | <b>\$2,197.10</b> |

## TASK SEATING- MESH BACK

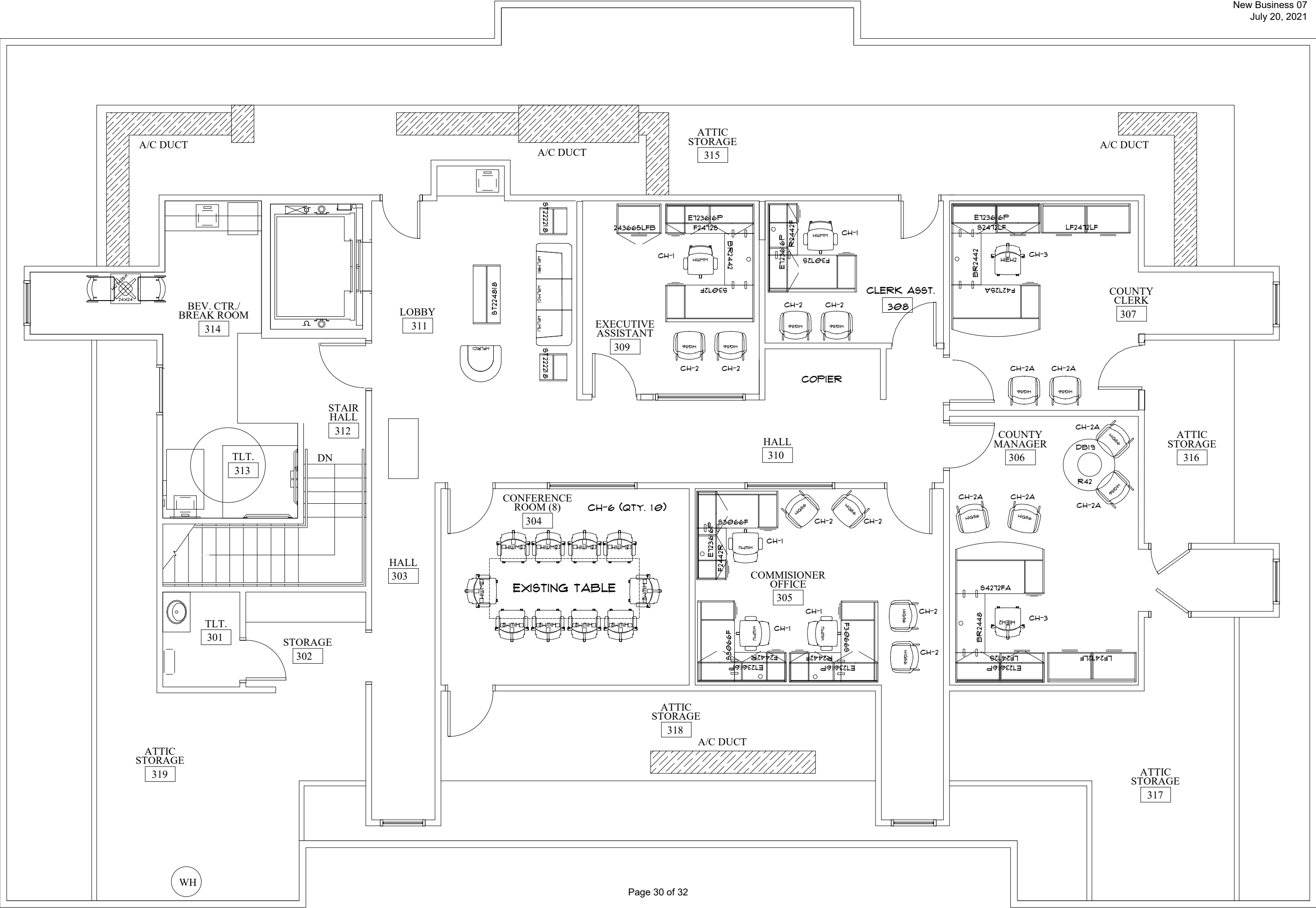
|    |   |                            |  |                                |                    |
|----|---|----------------------------|--|--------------------------------|--------------------|
| 43 |  | <b>HIWMM</b>               | <b>33 Ignition 2 Task Mid-back, ilira back</b> | \$334.77                       | \$11,047.41        |
|    |   | Control Type               | <b>.Y1</b>                                     | Syncho-Tilt W Seat Slider      |                    |
|    |   | Select Arm Type            | <b>.A</b>                                      | Arm: Height and Width Adj. Arm |                    |
|    |   | Select Caster/Glide Option | <b>.H</b>                                      | Hard Caster                    |                    |
|    |   | Select Mesh Color          | <b>.IM</b>                                     | Mesh: Black                    |                    |
|    |   | Select Upholstery          | <b>\$(1)</b>                                   | Gr 1 UPH                       |                    |
|    |   | Upholstery Selection       | <b>.UR</b>                                     | Contourett                     |                    |
|    |   | UPH: Contourett            | <b>10</b>                                      | COLOR: Black                   |                    |
|    |   | Select Lumbar              | <b>.AL</b>                                     | Adjustable Lumbar              |                    |
|    |   | Select base                | <b>.SB</b>                                     | Base: Standard Base            |                    |
|    |   | Select Frame Color         | <b>.T</b>                                      | Frame: Black                   |                    |
|    |   |                            |  |                                | <b>\$11,047.41</b> |

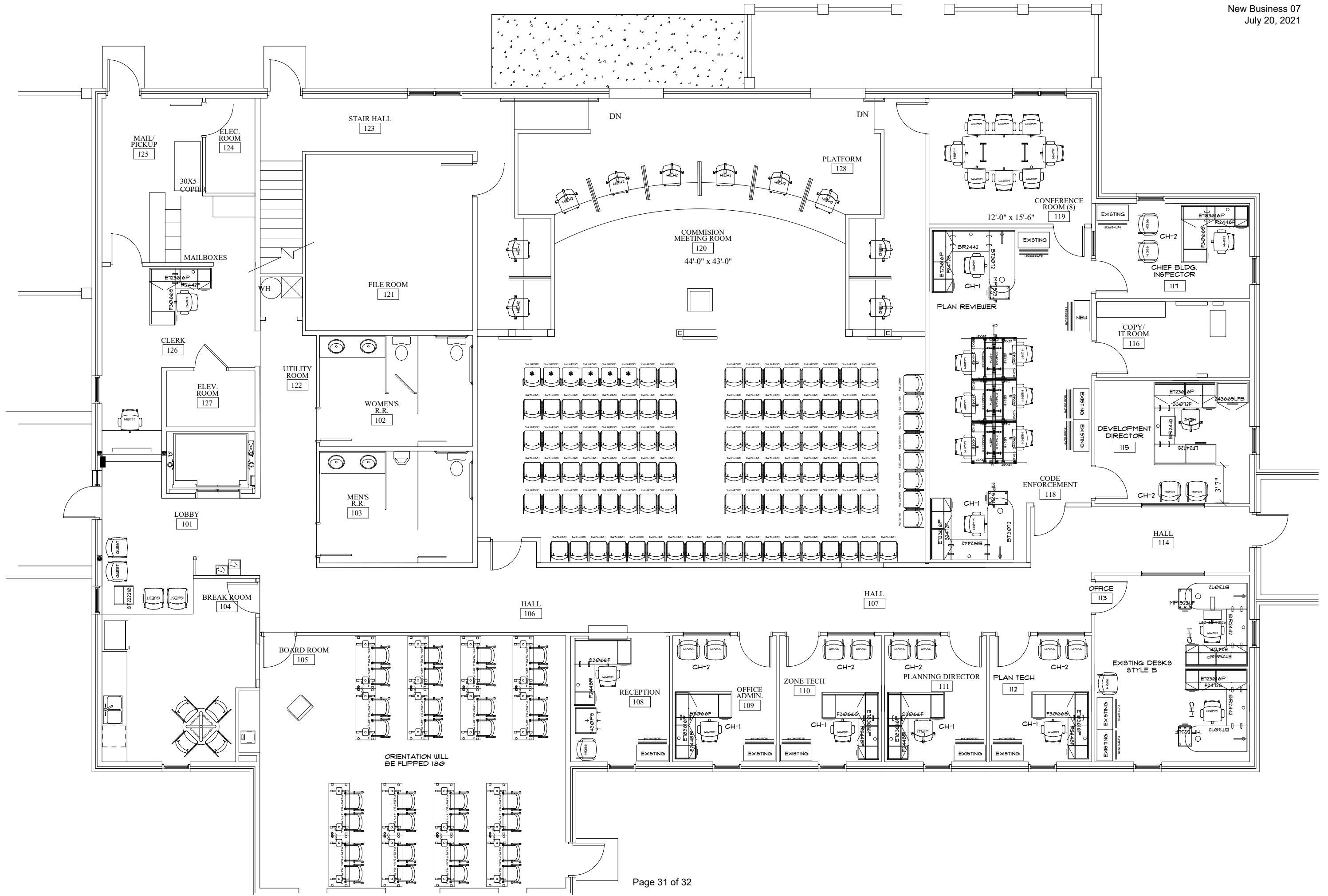
**Total: \$47,057.77**

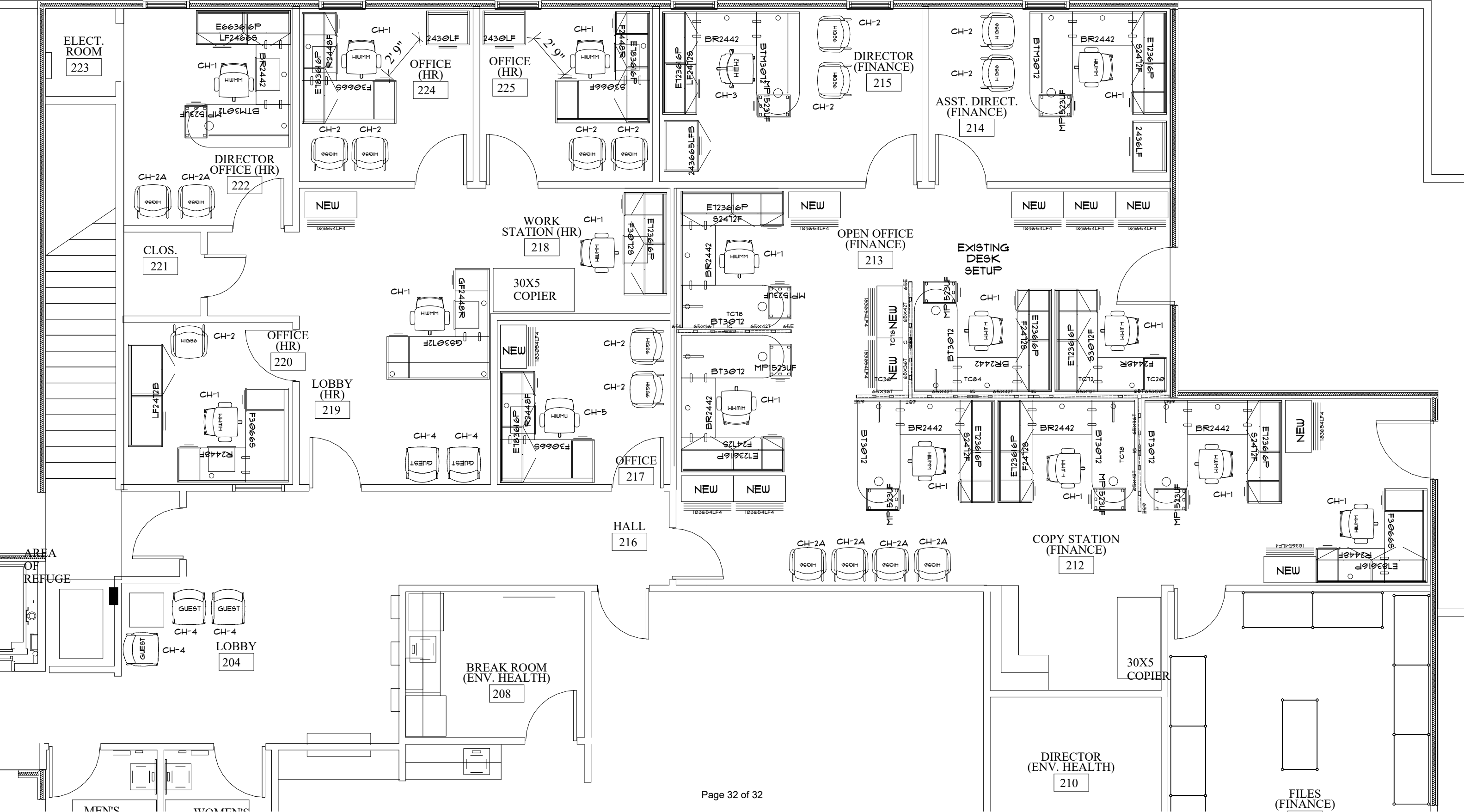
This order was priced using Hon's State of Georgia Office, Computer and Educational Furniture Contract. Please reference contract number **99999-001-SPD0000100-0091** when placing an order. All Purchase Orders should be made out to:

The HON Company  
 c/o Office Services  
 200 Oak Street  
 Muscatine, IA 52761  
 Phone: 800-466-8694  
 Email: hongstateam@honcompany.com

*THIS MATERIAL IS PROPRIETARY AND CONFIDENTIAL.  
 NOT TO BE USED WITHOUT THE WRITTEN CONSENT OF OFFICE SERVICES.*









## Staff Report

**Subject:** Josiah Morgan Road – Partial Right of Way Acceptance  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Acceptance dedication of 1.04 ac as a portion of the right-of-way for Josiah Morgan Road, a County maintained road.

### Summary Recommendation:

Mr. Roger Coursey, a property owner on Josiah Morgan Road, desires to dedicate to the County 1.04 acres of land that consists of a portion of Josiah Morgan Road. In general, the strip of land is approximately 15 ft. wide and contains a portion of the road, from the centerline to the edge of the adjacent parcels along the road.

### Executive Summary/Background:

- Mr. Roger Coursey acquired 187.4 acres of property along Josiah Morgan Road between 1971 and 1977. This included property along both sides of the road. Deeds describe the property lines as to the center of the road.
- Between 2001 to 2020, Mr. Coursey sold 186.36 acres, leaving a 1.04-acre remainder.
- As the land was sold, deeds and plats assumed a 30 ft. ROW on Josiah Morgan Road, which has led to the 1.04-acre remainder.
- Staff have reviewed deed and plat information made available by the property owner and are agreeable to the description and acceptance of the 1.04-acre parcel.
- The County has historically maintained the road.
- Staff recommends acceptance of the quit claim deed prepared by Mr. Roger Coursey.

### Alternatives for Commission to Consider

- 1 - Approve the quit claim deed and dedication of 1.04 acre of right-of-way on a portion of Josiah Morgan Road.
- 2 – Reject the dedication and leave Josiah Morgan Road ROW as private.
- 3 – Take no action.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternate 2

**Department Review:** Development Services; County Attorney

**Funding Source:** No new funding requested.

### Attachments:

1. Quit Claim Deed.

After recording return to:  
The Ratchford Firm  
P.O. Box 1039, Springfield, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

)  
)  
)

QUITCLAIM DEED

THIS INDENTURE, made this 14<sup>th</sup> day of June, 2021, between ROGER W. COURSEY, as Party of the first part, hereinafter called Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) 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, release, convey and forever QUITCLAIM unto the said Grantee, its successors and/or assigns, all of his/her right, title, and interest in and to the following described property, to wit:

**All those certain tract or parcel of land lying and being in the 11<sup>th</sup> G.M. District, Effingham County, Georgia, being 1.04 acres, more or less, being a portion of the southern 15 foot portion of the right of way of "Josiah Morgan Road" and further known as remainder of Tax Parcel Number 03610001.**

**This property represents the southern 15 foot of the right of way of County Road # 112 known as Josiah Morgan Road, presently maintained and existing as a county road on the maps of Effingham County, Georgia, remaining after the sale of the abutting property of Roger W Coursey. All abutting property of Roger W. Coursey bordered by Josiah Morgan Road having now been transferred and being the southernmost 15 foot of the right of way of Josiah Morgan Road.**

TO HAVE AND TO HOLD the said road and easements, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered this 14<sup>th</sup>  
day of June, 2021 in the presence of:

Angelica E. Pittman

Witness

Ronda L. Wells

Notary Public

My commission expires 11-23-24

Roger W. Coursey (Seal)  
ROGER W. COURSEY

(Notary Public Seal Affixed)



## Staff Report

**Subject:** Intergovernmental Agreement between City of Guyton and Effingham County Board of Commissioners to have County Elections and Registrations run 2021 Municipal Elections.

**Author:** Tim Callanan – County Manager

**Department:** Administration, County Manager

**Meeting Date:** July 20th, 2021

**Item Description:** Approval of IGA to Run Guyton Municipal Election

**Summary Recommendation:** Staff recommends approval of IGA with City of Guyton

**Executive Summary/Background:**

- Guyton has requested to have the County Elections and Registration Department conduct its Municipal Elections in 2021.
- Guyton is currently hiring both a new City Clerk and City Manager and thus does not currently have anyone certified on staff to conduct the election.
- Guyton will get their interim Clerk certified to handle Qualification and Ethics.
- Effingham County intends to conduct a countywide election for the re-imposition of SPLOST on the same day.
- Guyton will reimburse Effingham County based on a formula of 25% of the cost to run the election per registered voter. 1,827 registered voters, multiplied by \$6.15 cost to run countywide election per voter multiplied by 25% = \$2,809.13
- If there is a runoff then Guyton will reimburse the county for actual costs since there will not be a countywide election on runoff election date.

**Alternatives for Commission to Consider**

1. Approve IGA between City of Guyton and Effingham County Board of Commissioners to have County Elections and Registrations run 2021 Municipal Elections.
2. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** *County Manager, Finance, Purchasing*

**Funding Source:** Municipal Reimbursement

**Attachments:** IGA

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT  
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of July, 2021, between the Board of Commissioners of Effingham County, Georgia (the “County”), a political subdivision of the State of Georgia with Consent of the Effingham County Board of Elections and Registration (the “Elections Board”) and the City of Guyton, Georgia (the “City”), a municipal corporation lying wholly within the County.

**WHEREAS**, the parties to this Agreement are both governmental units; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**WHEREAS**, the City desires to contract with the County to conduct its municipal elections to occur in 2021, as well as any run-off elections occurring in 2022 to determine the victor of a race originally on the November 2021 ballot; and

**WHEREAS**, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

**WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-45(c) and Section 5.15 of the Charter of the City of Guyton, the City may by ordinance authorize a county to conduct such election(s), and the effectiveness of this Agreement is contingent on the City adopting such an ordinance; and

**WHEREAS**, H.B. 705 in the 2007 session of the Georgia General Assembly created the Effingham County Board of Elections and Registration; and

**WHEREAS**, the Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

**WHEREAS**, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the City of Guyton for providing the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the

State of Georgia; and

**NOW THEREFORE**, in consideration of the following mutual obligations, the County, Elections Board, and City agree as follows:

1.

City hereby stipulates, covenants, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City of Guyton, Georgia to occur in 2021, including but not limited to general, special, and runoff elections, as well as any run-off elections occurring in 2022 to determine the victor of a race originally on the November 2021 ballot, and Elections Board agrees to the same.

2.

City hereby stipulates, covenants, and agrees that the Election Board shall have complete control over the municipal elections contemplated in Section 1, except as otherwise stated in this Agreement.

3.

City stipulates, covenants, and agrees to furnish to Elections Board, in a timely manner, any and all documents necessary for Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

4.

Elections Board shall review and update, with the assistance of City, if requested, the voter lists in order to have a current and certified list prior to any election.

5.

City shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested by Elections Board.

6.

The City shall be responsible for all fees, costs, and expenses incurred in conducting its municipal elections on the terms and conditions set forth in this Agreement.

7.

For any municipal election covered under this Agreement that takes place concurrently with an election occurring in the County (i.e., County, state, or federal elections), the city shall reimburse the County a sum of \$2,809.13. Said sum was determined by taking the cost per voter to run the most recent municipal election (\$6.15), multiplied by the number of registered voters

in the City (1,827), and then multiplied by 0.25 (25% of the Cost to the City, and 75% to the County).

8.

For any municipal election covered under this Agreement that does not take place concurrently with an election occurring in the County, the City shall reimburse the County for any regular time and overtime worked by the election staff and any time worked by any other personnel that is related to that election(s). The County shall have sole discretion to determine if work is related to such election(s), and the County's determination in that regard shall be conclusive and binding on all parties to this Agreement. Where the County conducts a municipal election covered under this Agreement that does not take place concurrently with a County election, the City shall also reimburse the County for the following election expenses to include but not be limited to:

- (i) Salaries/Overtime of Elections Department Staff;
- (ii) Newspaper advertisements and notices;
- (iii) Early/Advanced voting Poll worker salaries, training, lunches and Manager Pickup;
- (iv) Election Day Poll worker salaries, training, and lunches;
- (v) Postage;
- (vi) Equipment Delivery/Pickup;
- (vii) Ballots;
- (viii) Logic and Accuracy Testing;
- (ix) Equipment Repair;
- (x) Polling Location Rentals.

9.

The County shall provide the City with an invoice for the fees, costs, and expenses at the conclusion of each election the County conducts under this Agreement and the City shall pay said invoice in full within thirty (30) days.

10.

In the event that there is no general municipal election for any reason in 2021 (for example, if there is only one candidate qualified for each seat), then none of the costs, expenses, or fees in Sections 7 or 8 of this Agreement shall be incurred or payable.

11.

The County Director of Elections & Registration shall be responsible for providing services in certifying results to the Secretary of State's office.



12.

The Election Board's election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. All elections will be conducted using whichever method the Board deems appropriate based on each election. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia. Further, the City shall not accept any absentee ballots or absentee ballot applications from any voters. The City shall direct any voter with an absentee ballot or who desires to obtain an absentee ballot to the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.

13.

13.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director Elections and Registration in connection with any municipal election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

13.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested municipal election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director of Elections and Registration in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a municipal election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

13.3 To the extent allowed by law, the City agrees to defend and hold harmless the County and Elections Board with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort,

intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

13.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

13.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

13.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

13.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. Title 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. Title 21.

#### 14.

14.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

14.2 All Elections Board personnel assigned under this Agreement are and will continue to be part of the Effingham County Department of Elections and Registration and under the supervision of the Director.

14.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

#### 15.

This Agreement shall be effective upon the City's adoption of an ordinance authorizing the Elections Board to conduct the City's municipal elections to occur during the 2021 elections cycle. If the City fails to adopt such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's general election to occur in November 2021, this Agreement shall be null and void and have no force and effect. If the City successfully adopts such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's general election to occur in November 2021, this Agreement shall expire upon the final certification of all elections to be conducted under this Agreement.

16.

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Notices to the Elections Board shall be sent to the following address:

Effingham County Board of Elections and Registration  
Attn: Director of Elections and Registration  
284 GA Highway 119 S  
Springfield, GA 31329

Notices to the County shall be sent to the following address:

Board of Commissioners of Effingham County  
Attn: County Manager  
601 N. Laurel St.  
Springfield, GA 31329

Notices to the City shall be sent to the following address:

City of Guyton  
Attn: City Manager  
310 Central Boulevard  
Guyton, GA 31312

17.

City hereby stipulates, covenants, and agrees to be responsible for obtaining any clearance for the Justice Department which may be needed prior to any elections being conducted by Elections Board, and City further hereby stipulates, covenants, and agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as a result of this Agreement.

18.

Neither party shall assign any of the obligations or benefits of this Agreement.

19.

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, the County, or the Elections Board. All parties must sign any subsequent changes in the Agreement.

20.

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Effingham County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

21.

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

22.

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

23.

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

24.

Further, the Effingham County Board of Elections and Registration has reviewed and approved this Agreement and has authorized its Chairman and its Director of Elections and Registration to execute any ancillary documents required to conduct the municipal election.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year first above written.

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

By: \_\_\_\_\_  
Wesley M. Corbitt, Chairman

Attest: \_\_\_\_\_  
Stephanie Johnson, County Clerk

Date: \_\_\_\_\_

**EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION**

By: \_\_\_\_\_  
Thomas G. Allen, Chairman

By: \_\_\_\_\_  
Olivia R. Morgan, Director of Elections & Registration

Attest: \_\_\_\_\_  
Laura Bassett, Assistant Director of Elections & Registration

Date: \_\_\_\_\_

**CITY OF GUYTON**

By: \_\_\_\_\_  
Hon. Russ Deen, Mayor

Attest: \_\_\_\_\_  
Jenna Tidwell, Interim City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Benjamin M. Perkins, Esq., City Attorney

## Staff Report

**Subject:** City of Springfield Annexation - Map# 429Parcel# 6 & 6A  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** July 20, 2021  
**Item Description:** Consideration to approve Annexation Agreements as submitted by the City of Springfield for properties located at Highway 21 South and Rahn Station Rd, Map# 429-6 & 6A

### Summary Recommendation:

It has been practice by the Board of Commissioners to deny annexation of properties which are not contiguous to other lands within an incorporated boundary. An aerial photo depicting the parcels in question and the municipal boundary lines is included as a visual aid.

### 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 from the City of Springfield. Parcel# 429-6 (*owned by Barton Alderman*), identified as 288 Rahn Station Road consists of 180 acres. Parcel# 429-6A (*owned by Love's Travel Stops & Country Stores, Inc.*) located at Rahn Station Road and Highway 21 South, consists of 11.31 acres. **Both parcels are not contiguous to the City of Springfield's municipal boundary.** An agreement requesting annexation for both properties is included in the materials.

1. The 180-acre parcel is currently void of any structures. The land consisting of 11.31 acres is intended for development of a convenience store "Loves Travel Stop". These properties lie within the City of Springfield's water and sewer service area.
2. The City of Springfield will hold a public hearing on these items Monday, September 13, 2021 before the Planning and Zoning Board and Tuesday, September 14, 2021 for consideration of approval by the City Council.
3. The 180- acre parcel is currently zoned AR-1. The proposed zoning is AR-1 Springfield zoning classification. The 11.31-acre tract's present zoning is AR-1. The proposed zoning is B-1 Springfield zoning classification.

### Alternatives for Commission to Consider:

1. Authorize the Chairman to sign the Petition Requesting Annexation.
2. Do not authorize the Chairman to sign the Petition Requesting Annexation.

**Recommended Alternative:** Staff recommends Alternative 1

**Other Alternatives:** N/A     **Department Review:** Administration and County Attorney

**Funding Source:** No funding is required related to this request.

### Attachments:

1. Agreements
2. Aerial Map (*related parcels and depicting city boundary*)
3. Request Letters



STATE OF GEORGIA                    )  
  )  
COUNTY OF EFFINGHAM            )

**ANNEXATION AGREEMENT**

This Annexation Agreement (the “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Effingham County Board of Commissioners (the “County”), the City of Springfield (the “City”), and Barton A. Alderman (in his personal capacity) (the “Landowner”).

**WITNESSETH:**

**WHEREAS**, pursuant to ART. IX, SEC. III, PARA. 1 of the Constitution of the State of Georgia, the County and the City are authorized to enter into intergovernmental agreements; and

**WHEREAS**, the Landowner has requested that the City annex his land pursuant to the 100% annexation method (O.C.G.A. § 36-36-20 *et seq.*); and

**WHEREAS**, the Landowner’s land is not contiguous to the City’s existing corporate boundaries within the meaning of O.C.G.A. § 36-36-20(a); and

**WHEREAS**, O.C.G.A. § 36-36-20(b) provides that “[n]otwithstanding the [contiguity] limitations of subsection (a) of [§ 36-36-20], an area may be annexed by agreement between the municipal corporation and the governing body of the county in which the territory proposed to be annexed is located”; and

**WHEREAS**, the City desires to annex the Landowner’s land; and

**WHEREAS**, by annexing the Landowner’s land, the City shall undertake service obligations with regard to such land; and

**WHEREAS**, the County hereby consents and agrees to the City’s annexation of the Landowner’s land;

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the County, the City, and the Landowner hereby agree as follows:

1. Recitals. The foregoing recitals are material to this Agreement and are incorporated herein by reference.

2. Agreement. In consideration of the service obligations that the City shall undertake by annexing Landowner's land, the County, the City, and the Landowner hereby consent and agree to the annexation of Landowner's land, a more detailed description of which is attached hereto as Exhibit A, and incorporated herein by reference.

3. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.

4. Governing Law. This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia.

5. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document.

**IN WITNESS WHEREOF**, the City of Springfield, Georgia and the Board of Commissioners of Effingham County, Georgia have caused their duly authorized officers to hereunto set their hands and affixed their respective corporate seals, and so too has Barton A. Alderman, Landowner, executed this Agreement, the date and year first above written.

**CITY OF SPRINGFIELD**

By: \_\_\_\_\_(SEAL)  
Justin Cribbs, Mayor *Pro Tempore*  
City of Springfield, Georgia

ATTEST: \_\_\_\_\_  
Jennifer Smith, City of Springfield Clerk

**EFFINGHAM COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_(SEAL)  
Wesley Corbitt, Chairman, Effingham, County Board of Commissioners

ATTEST: \_\_\_\_\_  
Stephanie D. Johnson, Effingham County Clerk

**LANDOWNER**

By: \_\_\_\_\_  
Barton A. Alderman

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

This Agreement is approved as to form:

By:

\_\_\_\_\_  
Lee Newberry, Effingham County Attorney

By:

\_\_\_\_\_  
Benjamin M. Perkins, City Attorney, City of Springfield

**EXHIBIT A - Legal Description and Map Showing Landowner's Land**

**Page 1 of 2**

**Legal Description**

All that tract of land, containing 186.828 acres, more or less, in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, bounded now or formerly as follows: Northwardly in part by Little Ebenezer Creek, lands of Rahn lying Northwardly of said Creek, and in part by lands of Leroy Watts; Eastwardly in part by lands of Leroy Watts, a branch being the line, and in part by Georgia State Highway No. 21; Southwardly by lands of the Estate of Mrs. Anna Shearouse, a branch being the line a part of the way and a public road also composing a part of said line, and Westwardly by lands of S.A. Rahn, all as shown on that certain plat dated January 16, 1967, made by Paul Weitman, Surveyor, a copy of which is recorded in the Surveyor's Records of Effingham County Georgia, in Book I, page 190; said plat and the record thereof are incorporated herein by reference for description of said acres, as to metes, bounds, courses and distances, and for all other legal purposes. The property being known under the current street numbering system in the area as 288 Rahn Station Road, Springfield, Georgia.

EXHIBIT A - Legal Description and Map Showing Landowner's Land

Page 2 of 2



STATE OF GEORGIA                    )  
  )  
COUNTY OF EFFINGHAM            )

**ANNEXATION AGREEMENT**

This Annexation Agreement (the “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Effingham County Board of Commissioners (the “County”), the City of Springfield (the “City”), and Love’s Travel Stops & Country Stores, Inc., an Oklahoma corporation with its principal place of business at 10601 N. Pennsylvania Avenue, Oklahoma City, Oklahoma 73120 (the “Landowner”).

**WITNESSETH:**

**WHEREAS**, pursuant to ART. IX, SEC. III, PARA. 1 of the Constitution of the State of Georgia, the County and the City are authorized to enter into intergovernmental agreements; and

**WHEREAS**, the Landowner has requested that the City annex its land pursuant to the 100% annexation method (O.C.G.A. § 36-36-20 *et seq.*); and

**WHEREAS**, the Landowner’s land is not contiguous to the City’s existing corporate boundaries within the meaning of O.C.G.A. § 36-36-20(a); and

**WHEREAS**, O.C.G.A. § 36-36-20(b) provides that “[n]otwithstanding the [contiguity] limitations of subsection (a) of [§ 36-36-20], an area may be annexed by agreement between the municipal corporation and the governing body of the county in which the territory proposed to be annexed is located”; and

**WHEREAS**, the City desires to annex the Landowner’s land; and

**WHEREAS**, by annexing the Landowner’s land, the City shall undertake service obligations with regard to such land; and

**WHEREAS**, the County hereby consents and agrees to the City’s annexation of the Landowner’s land;

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the County, the City, and the Landowner hereby agree as follows:

1. Recitals. The foregoing recitals are material to this Agreement and are incorporated herein by reference.
2. Agreement. In consideration of the service obligations that the City shall undertake by annexing Landowner's land, the County, the City, and the Landowner hereby consent and agree to the annexation of Landowner's land, a more detailed description of which is attached hereto as Exhibit A, and incorporated herein by reference.
3. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.
4. Governing Law. This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia.
5. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document.

**IN WITNESS WHEREOF**, the City of Springfield, Georgia and the Board of Commissioners of Effingham County, Georgia have caused their duly authorized officers to hereunto set their hands and affixed their respective corporate seals, and so too has Landowner executed this Agreement, the date and year first above written.



**CITY OF SPRINGFIELD**

By: \_\_\_\_\_(SEAL)  
Barton A. Alderman, Mayor, City of Springfield, Georgia

ATTEST: \_\_\_\_\_  
Jennifer Smith, City of Springfield Clerk

**EFFINGHAM COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_(SEAL)  
Wesley Corbitt, Chairman, Effingham, County Board of Commissioners

ATTEST: \_\_\_\_\_  
Stephanie Johnson, Effingham County Clerk

**LANDOWNER: LOVE'S TRAVEL  
STOPS & COUNTRY STORE, INC.**

By: \_\_\_\_\_  
Greg Love  
Its: Co-CEO

Sworn to and subscribed before me this

\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

This Agreement is approved as to form:

By:

\_\_\_\_\_  
Lee Newberry, Effingham County Attorney

By:

\_\_\_\_\_  
Benjamin M. Perkins, City Attorney, City of Springfield

**EXHIBIT A - Legal Description and Map Showing Landowner's Land**

**Page 1 of 2**

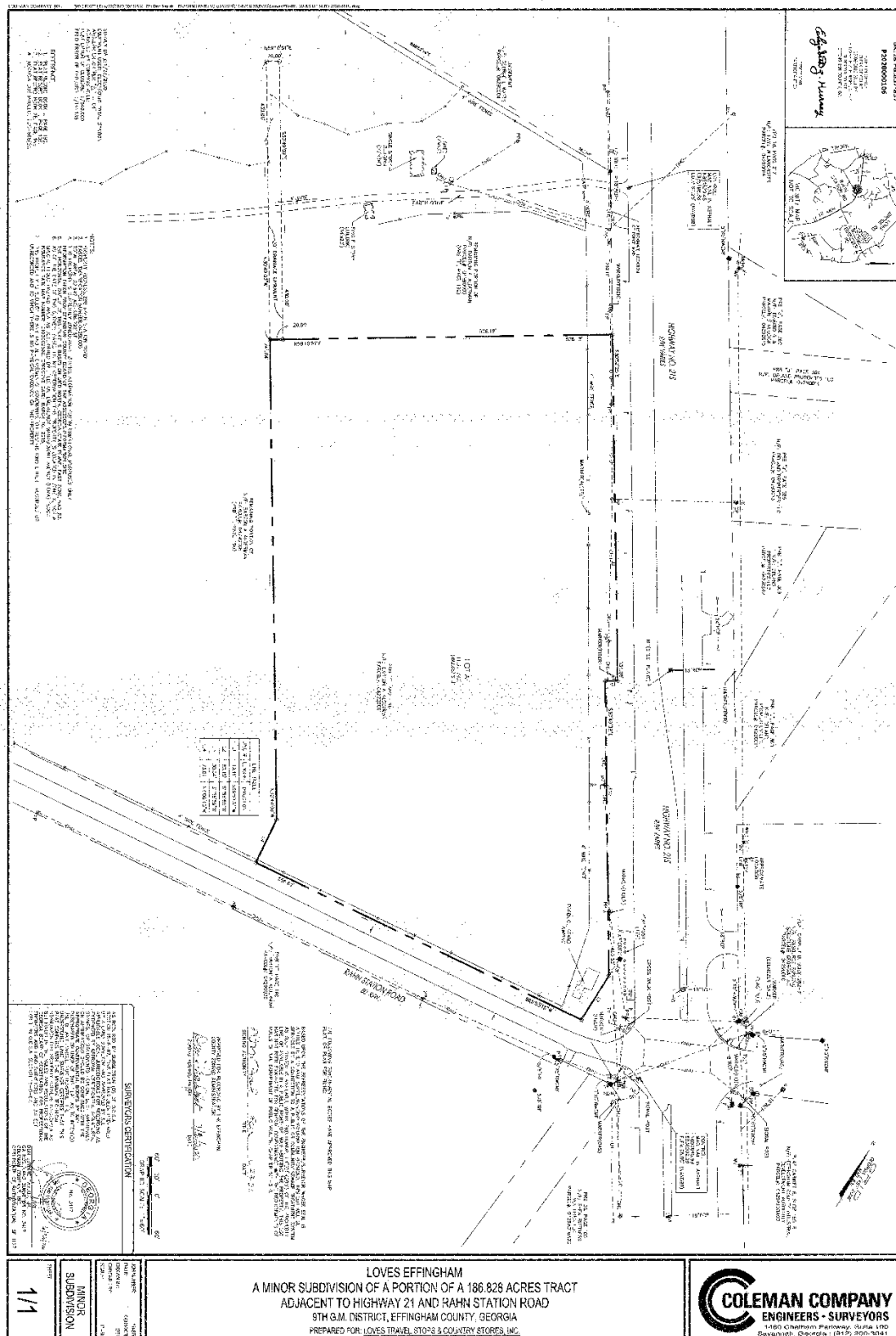
**Legal Description**

All that tract of land, containing 11.311 acres, more or less, in the 9th GM District of Effingham County, Georgia, described as follows:

Lot "A" as shown on Minor Subdivision plat dated June 22, 2020, recorded July 6, 2020 in **Plat Book 28**, Page 837, Effingham County, Georgia records.

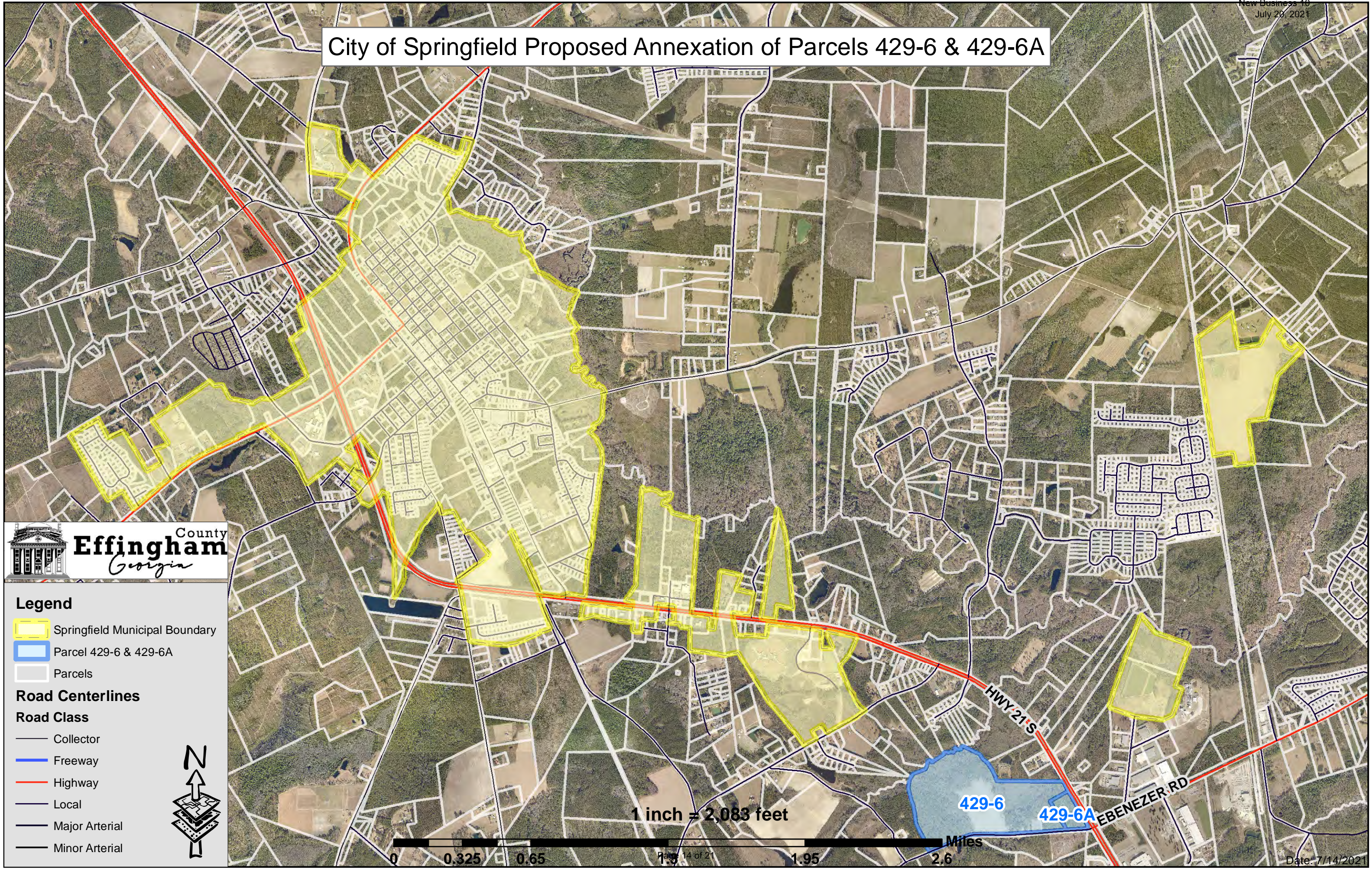
EXHIBIT A - Legal Description and Map Showing Landowner's Land

Page 2 of 2





# City of Springfield Proposed Annexation of Parcels 429-6 & 429-6A



**Legend**

- Springfield Municipal Boundary
- Parcel 429-6 & 429-6A
- Parcels

**Road Centerlines**

**Road Class**

- Collector
- Freeway
- Highway
- Local
- Major Arterial
- Minor Arterial

North Arrow

1 inch = 2,083 feet

0 0.325 0.65 1.3 1.95 2.6 Miles





Tim Callanan  
County Administrator, Effingham County  
601 N. Laurel Street  
Springfield, GA 31329

6/18/2021

Reference: Notice of Annexation Petition regarding parcel 429-6A

Dear Mr. Callanan

Please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City 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 City Council. This notification is being provided to you in writing by certified mail, return receipt requested, or statutory overnight delivery within 5 business days of our acceptance of the petition for annexation. The City of Springfield intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

The property being annexed is parcel number 429-6A, located on Ga Hwy 21 & Rahn Station Road, consisting of approximately 11.31 acres. A plat of this property is enclosed.

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 Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter.

The following public hearings will be held regarding the rezoning of the property to be annexed from Effingham County Zoning Classification AR-1 to Springfield Zoning Classification B-1:

**Planning & Zoning Board Public Hearing: September 13<sup>th</sup>, 2021 at 6:00pm**  
with Board meeting to follow

**City Council Public Hearing: September 14<sup>th</sup>, 2021 at 6:00pm**  
with Council meeting to follow

If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City Manager, Matt Morris within 30 calendar days of the receipt of this notice.

Sincerely,

Erin Phillips  
Community Development Director

Authorization by property owner

I swear that I am the owner of the property which is the 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 an annexation request of this property.

Name of Applicant: William Gleason

Address: P.O. Box 26210

|                      |           |              |
|----------------------|-----------|--------------|
| <u>Oklahoma City</u> | <u>OK</u> | <u>73126</u> |
| City                 | State     | Zip Code     |

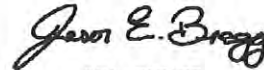
Telephone Number: 405-749-1744

Love's Travel Stops & Country Stores, Inc.

Dreg Jones  
Signature of Owner

**BK:2653 PG:102-105  
D2021000213**

FILED IN OFFICE  
CLERK OF COURT  
01/07/2021 12:18 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA



REAL ESTATE  
TRANSFER TAX  
PAID: \$1,696.70

3760043500  
7067927936  
PARTICIPANT ID

PT-61 051-2020-003790

After recording, return to:

Fidelity National Title Group – NCS Colorado  
1401 17<sup>th</sup> Street, Suite 480  
Denver, Colorado 80202  
Attn: Teresa Hott

Return To:

Fidelity National Title Group  
3301 Windy Ridge Parkway, Suite 300  
Atlanta, GA 30339  
Attn: Ambreen Shahnawaz 192691GA

**LIMITED WARRANTY DEED**  
**(Effingham County, Georgia)**

THIS INDENTURE, made as of the 30 day of December, 2020, between **BARTON A. ALDERMAN** aka **BARTON ALONZO ALDERMAN**, an individual (hereinafter referred to as "Grantor"), and **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation (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:**

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 and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto Grantee, all that tract or parcel of land lying and being in Effingham County, Georgia, being more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land");

TOGETHER WITH all buildings, structures, and improvements thereon and all rights, members, easements, hereditaments, tenements and appurtenances appertaining to the Land and all right, title, and interest of Grantor in and to alleys, streets, rights-of-way adjacent to or abutting the Land (the Land, together with the foregoing, is hereinafter referred to as the "Property");

TO HAVE AND TO HOLD the Property, without warranty as to the matters set forth in Exhibit "B" hereto, with all and singular the rights, members, hereditaments, tenements and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit, and behoof of Grantee forever in FEE SIMPLE;

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise, and except as to claims arising under those matters set forth in Exhibit "B" hereto.

{00209944.DOCX;1}



IN WITNESS WHEREOF, Grantor has signed and sealed and delivered this Limited Warranty Deed,  
to be effective as of the first date written above.

Signed, sealed and delivered in  
the presence of:

**GRANTOR:**

Barton Alderman aka Barton Alonzo Alderman  
**BARTON ALDERMAN aka BARTON ALONZO  
ALDERMAN**

Catherine J. Jones  
Witness

[Signature]  
Notary Public

Commission Expires: 2/18/23



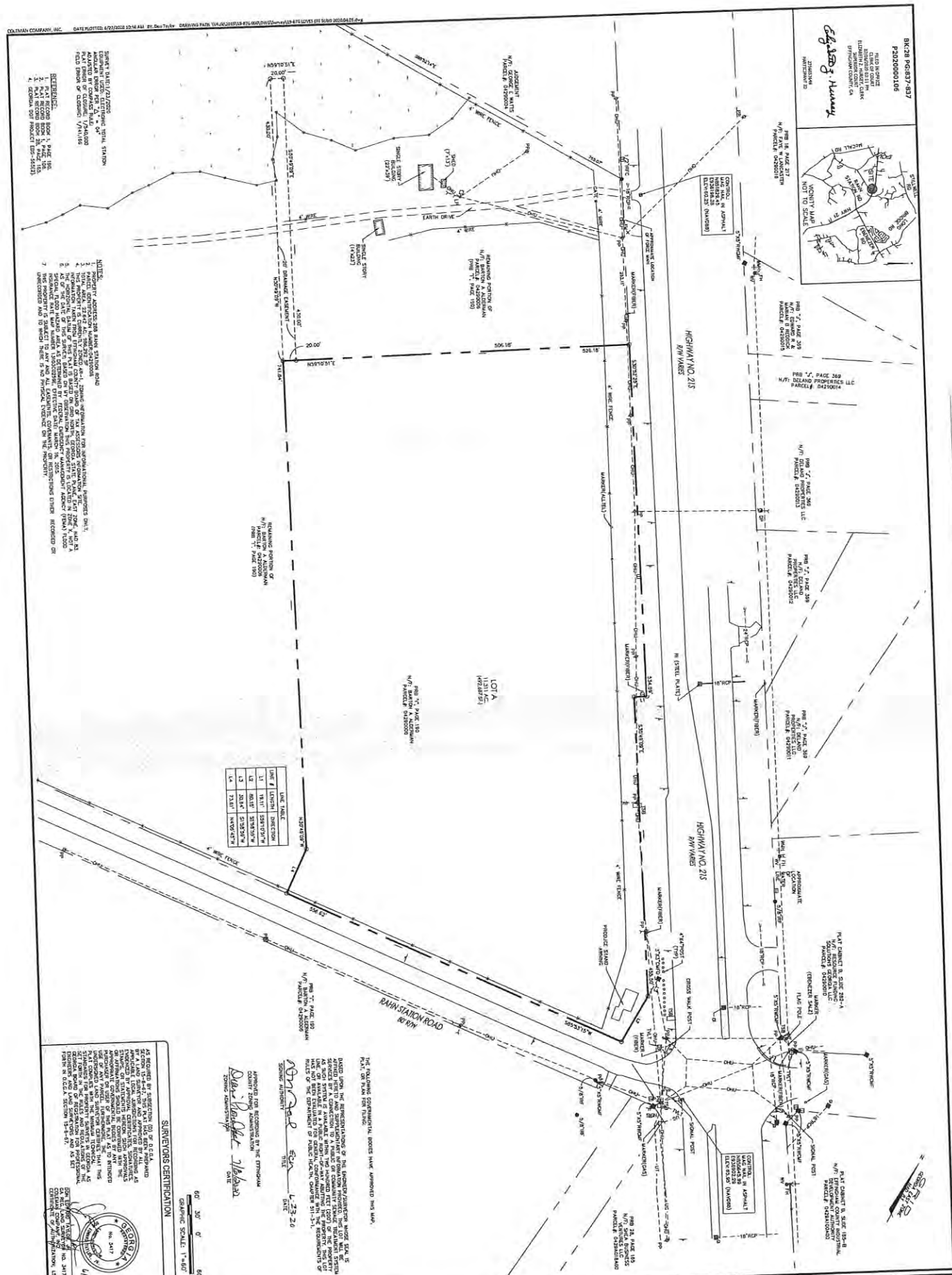
**Exhibit B**

**Without Warranty Items**

1. Right of Way Easement from A. F. a/k/a A. L. Alderman to Savannah Electric and Power Company, dated February 12, 1948, filed February 14, 1948 and recorded in Deed Book 101, Page 349, records of the Superior Court of Effingham County, Georgia.
2. Relinquishment of access rights as set forth in that certain Department of Transportation Right of Way Deed from Alonzo F. and Naomi S. Alderman to the Department of Transportation dated November 3, 1992, filed November 12, 1992 and recorded in Deed Book 322, Page 196, aforesaid records.
3. Terms and conditions as contained in that certain Easement from Alonzo F. Alderman and Naomi S. Alderman to Savannah Electric and Power Company, dated February 4, 1996, filed March 6, 1996 and recorded in Deed Book 401, Page 605, aforesaid records.
4. Right-of-Way Deed from Alonzo F. Alderman and Naomi S. Alderman to the County of Effingham, a political subdivision of the State of Georgia, dated November 12, 1996, filed November 15, 1996 and recorded in Deed Book 421, Page 651, aforesaid records.
5. Application and Questionnaire for Current Use Assessment of Bona Fide Agricultural Property by Barton Alonzo Alderman, dated May 10, 2010, filed September 21, 2010 and recorded in Deed Book 1964, Page 149, aforesaid records.
6. All matters affecting subject property as shown on plat recorded in Plat Book I, Page 190, aforesaid records.

ACKNOWLEDGED AND AUTHORIZED BY:

Barton Alderman aka Barton Alonzo Alderman



**NOTES:**

1. PROPERTY LINES ARE BASED ON THE FOLLOWING DATA:
2. TOTAL AREA OF THE TRACT IS 166.828 ACRES.
3. THE TRACT IS ADJACENT TO HIGHWAY 21 AND RAHN STATION ROAD.
4. THE TRACT IS SUBDIVIDED INTO 10 LOTS.
5. THE LOTS ARE 10 ACRES EACH.
6. THE LOTS ARE 10 ACRES EACH.
7. THE LOTS ARE 10 ACRES EACH.
8. THE LOTS ARE 10 ACRES EACH.
9. THE LOTS ARE 10 ACRES EACH.
10. THE LOTS ARE 10 ACRES EACH.

**SURVEYOR'S CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF § 44-1-1, I, THE SURVEYOR, HAVE PERSONALLY EXAMINED THE TRACT AND THE SURVEY DATA AND HAVE FOUND THAT THE SURVEY DATA IS TRUE AND CORRECT AND THAT THE TRACT IS ADJACENT TO HIGHWAY 21 AND RAHN STATION ROAD.

*David H. Hester*  
Surveyor

DATE: 7/23/20

LOVES EFFINGHAM  
A MINOR SUBDIVISION OF 166.828 ACRES TRACT  
ADJACENT TO HIGHWAY 21 AND RAHN STATION ROAD  
9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA  
PREPARED FOR: LOVES TRAVEL STOPS & COUNTRY STORES, INC.

**COLEMAN COMPANY**  
ENGINEERS • SURVEYORS  
1480 Chatham Parkway, Suite 100  
Savannah, Georgia 31406-3041  
Tel: 912-300-3041



Tim Callanan  
County Administrator, Effingham County  
601 N. Laurel Street  
Springfield, GA 31329

6/24/2021

Reference: Notice of Annexation Petition regarding parcel 429-6

Dear Mr. Callanan

Please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City 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 City Council. This notification is being provided to you in writing by certified mail, return receipt requested, or statutory overnight delivery within 5 business days of our acceptance of the petition for annexation. The City of Springfield intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council.

The property being annexed is parcel number 429-6, located at 288 Rahn Station Road, consisting of approximately 180 acres. A description and map of this property is enclosed.

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 Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter.

The following public hearings will be held regarding the rezoning of the property to be annexed from Effingham County Zoning Classification AR-1 to Springfield Zoning Classification AR-1:

**Planning & Zoning Board Public Hearing: September 13<sup>th</sup>, 2021 at 6:00pm**  
with Board meeting to follow

**City Council Public Hearing: September 14<sup>th</sup>, 2021 at 6:00pm**  
with Council meeting to follow

If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City Manager, Matt Morris within 30 calendar days of the receipt of this notice.

Sincerely,

Erin Phillips  
Community Development Director

## Staff Report

**Subject:** Approval for beneficial re-use of excavated soils from the Atlas Sand Mine  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Approve hiring Greenrock Sustainable Waste Solutions to excavate, re-use and dispose of contaminated soils from the Atlas Sand Mine site.

### Summary Recommendation:

After construction plans for soil remediation were prepared by Integrated Science and Engineering (ISE), the County and ISE were contacted by a potential bidder, GreenRock Sustainable Waste Solution, and asked to consider a re-use of the soil in concrete mixes. After review of the proposal and receiving approvals from GA EPD and SC-DHEC, staff recommends awarding a construction contract to Greenrock in the amount of \$3,288,818.60 for the removal of contaminate soils and restoration of the site.

### Executive Summary/Background:

- Integrated Science and Engineering were selected to prepare construction plans to remediate the contaminated soils from the Atlas Sand Mine site off of Sand Hill Road. The plans and specifications included the removal and disposal of the soil in a local landfill.
- An Invitation for Bid was issued on December 2, 2020 for said work. During the bidding process, Greenrock – a potential bidder, asked the County to consider a beneficial re-use of the soil in concrete mixes.
- Bidding was halted on February 17, 2021 to investigate this re-use option.
- ISE entered into a limited scope contract with Greenrock and Argos, a South Carolina company, to sample the soil and test it at the cement kiln facility in SC. After testing, Greenrock confirmed that the soil is suitable for concrete use. ISE and Greenrock submitted the proposal to both the GA-EPD and SC-DHEC for consideration and received approval for the plan.
- Greenrock Sustainable Waste Solutions is a unique contractor in that they have an exclusive relationship with Argos on this process. In addition, their preferred customer status with Republic Waste Services provides additional savings on all material disposal not used in the concrete production.
- Additional savings can be achieved by limiting the amount of backfill placed on site and only regrading the site. This decision will be made during construction after all soil has been removed.
- The quoted \$3,288,818.60 is the amount not to exceed; actual cost will be based on the amount of soil re-used and the amount of backfill placed.

**CONTINUED**

**Alternatives for Commission to Consider**

- 1 - Approve the contract for soil remediation to Greenrock Sustainable Waste Solutions in the amount not to exceed of \$3,288,818.60 to be paid by unit costs.
- 2 – Take no action. Proceed with bidding as planned in the December 2020 IFB and allow contractors to determine the best method of disposal. Disposal costs are likely to be higher.
- 3 – Direct ISE to redesign the project with alternative disposal methods included and rebid. Disposal costs are likely to be higher.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** 2 or 3

**Department Review:** Development Services; County Attorney

**Funding Source:** No new funding requested.

**Attachments:** 1. Greenrock cost summary spreadsheet



ATLAS SAND MINE REMEDIATION

UPDATED 5/11/2021

ENGINEER'S COST OPINION - updated with Green Rock Proposed numbers and inflation

\$40 \* (1.5) = \$46 TYPICAL COST FOR DISPOSAL AND HAULING WITH 15% MARKUP

I assumed GR numbers were same as inflation for comparison, after his real numbers are added it should auto update

Assume all goes to the landfill

| NO.  | DESCRIPTION                           | UNIT  | APPROX QUANTITY | UNIT PRICE               | Estimate Nov 2020     | Estimate May 2021 (inflation 15%) | Green Rock unit Price | Green Rock Total      | SAVINGS TODAY        |
|------|---------------------------------------|-------|-----------------|--------------------------|-----------------------|-----------------------------------|-----------------------|-----------------------|----------------------|
| 1    | Mobilization                          | L.S.  | 1               | \$6,000.00               | \$6,000.00            | \$6,900.00                        | \$10,000.00           | \$10,000.00           | \$3,100.00           |
| 2    | Demolition and Disposal               | S.F.  | 1,800           | \$3.50                   | \$6,300.00            | \$7,245.00                        | \$4.67                | \$8,406.00            | \$1,161.00           |
| 3    | Clearing and Grubbing                 | Acres | 3               | \$2,500.00               | \$7,500.00            | \$8,625.00                        | \$4,670.40            | \$14,011.20           | \$5,386.20           |
| 4    | Erosion Control                       | L.S.  | 1               | \$15,000.00              | \$15,000.00           | \$17,250.00                       | \$20,016.00           | \$20,016.00           | \$2,766.00           |
| 5    | Excavate Contaminated Soil            | C.Y.  | 30,408          | \$8.00                   | \$243,264.00          | \$279,753.60                      | \$10.68               | \$324,757.44          | \$45,003.84          |
| 6 +7 | Disposal Fees and Hauling             | TN    | 51,053          | \$46.00                  | \$2,348,438.00        | \$2,700,703.70                    | \$38.00               | \$1,940,014.00        | -\$760,689.70        |
|      |                                       |       |                 | <b>SUBTOTAL (TOP)</b>    | \$2,626,502.00        | \$3,020,477.30                    | <b>SUBTOTAL</b>       | <b>\$2,317,204.64</b> | <b>-\$703,272.66</b> |
| 8    | Dewatering (Geotubes)                 | C.Y.  | 1,500           | \$10.00                  | \$15,000.00           | \$17,250.00                       | \$8.90                | \$13,350.00           | -\$3,900.00          |
| 9    | Stockpile Contaminated Soil           | C.Y.  | 8,000           | \$8.00                   | \$64,000.00           | \$73,600.00                       | \$10.68               | \$85,440.00           | \$11,840.00          |
| 10   | Pond Remediation                      | C.Y.  | 1,500           | \$75.00                  | \$112,500.00          | \$129,375.00                      | \$67.10               | \$100,650.00          | -\$28,725.00         |
| 11   | Import Suitable Soil & Grade in Place | C.Y.  | 28,000          | \$15.00                  | \$420,000.00          | \$483,000.00                      | \$17.32               | \$484,960.00          | \$1,960.00           |
| 12   | Hydroseeding                          | Acres | 9               | \$4,000.00               | \$36,000.00           | \$41,400.00                       | \$8,006.40            | \$72,057.60           | \$30,657.60          |
|      |                                       |       |                 | <b>SUBTOTAL (BOTTOM)</b> | \$647,500.00          | \$744,625.00                      |                       | \$756,457.60          | <b>\$11,832.60</b>   |
|      | <b>TOP + BOTTOM SUBS</b>              |       |                 |                          | <b>\$3,274,002.00</b> | <b>\$3,765,102.30</b>             |                       | <b>\$3,073,662.24</b> | <b>-\$691,440.06</b> |
|      | <b>Contingency 7%</b>                 |       |                 |                          | <b>\$229,180.14</b>   | <b>\$263,557.16</b>               |                       | <b>\$215,156.36</b>   |                      |
|      | <b>Total</b>                          |       |                 |                          | <b>\$3,503,182.14</b> | <b>\$4,028,659.46</b>             |                       | <b>\$3,288,818.60</b> | <b>-\$739,840.86</b> |
|      | <b>Total including Backfill</b>       |       |                 |                          |                       |                                   |                       | <b>\$3,288,818.60</b> | <b>-\$739,840.86</b> |

Assume 5k goes to the kiln

| NO.  | DESCRIPTION                           | UNIT  | APPROX QUANTITY | UNIT PRICE               | Estimate Nov 2020     | Estimate May 2021 (inflation 15%) | Green Rock unit Price | Green Rock Total      | SAVINGS TODAY        |
|------|---------------------------------------|-------|-----------------|--------------------------|-----------------------|-----------------------------------|-----------------------|-----------------------|----------------------|
| 1    | Mobilization                          | L.S.  | 1               | \$6,000.00               | \$6,000.00            | \$6,900.00                        | \$10,000.00           | \$10,000.00           | \$3,100.00           |
| 2    | Demolition and Disposal               | S.F.  | 1,800           | \$3.50                   | \$6,300.00            | \$7,245.00                        | \$4.67                | \$8,406.00            | \$1,161.00           |
| 3    | Clearing and Grubbing                 | Acres | 3               | \$2,500.00               | \$7,500.00            | \$8,625.00                        | \$4,670.40            | \$14,011.20           | \$5,386.20           |
| 4    | Erosion Control                       | L.S.  | 1               | \$15,000.00              | \$15,000.00           | \$17,250.00                       | \$20,016.00           | \$20,016.00           | \$2,766.00           |
| 5    | Excavate Contaminated Soil            | C.Y.  | 30,408          | \$8.00                   | \$243,264.00          | \$279,753.60                      | \$10.68               | \$324,757.44          | \$45,003.84          |
| 6    | Disposal Fees and Hauling             | TN    | 51,053          | \$46.00                  | \$2,348,438.00        | \$2,700,703.70                    | \$0.00                | \$0.00                | -\$2,700,703.70      |
| 6(A) | Disposal Fees and Hauling             | TN    | 46,053          | \$0.00                   | \$0.00                | \$0.00                            | \$38.00               | \$1,750,014.00        | \$1,750,014.00       |
| 7    | 5K to kiln                            | TN    | 5,000           | \$0.00                   | \$0.00                | \$0.00                            | \$31.00               | \$155,000.00          | \$155,000.00         |
|      |                                       |       |                 | <b>SUBTOTAL (TOP)</b>    | \$2,626,502.00        | \$3,020,477.30                    | <b>SUBTOTAL</b>       | <b>\$2,282,204.64</b> | <b>-\$738,272.66</b> |
| 8    | Dewatering (Geotubes)                 | C.Y.  | 1,500           | \$10.00                  | \$15,000.00           | \$17,250.00                       | \$8.90                | \$13,350.00           | -\$3,900.00          |
| 9    | Stockpile Contaminated Soil           | C.Y.  | 8,000           | \$8.00                   | \$64,000.00           | \$73,600.00                       | \$10.68               | \$85,440.00           | \$11,840.00          |
| 10   | Pond Remediation                      | C.Y.  | 1,500           | \$75.00                  | \$112,500.00          | \$129,375.00                      | \$67.10               | \$100,650.00          | -\$28,725.00         |
| 11   | Import Suitable Soil & Grade in Place | C.Y.  | 28,000          | \$15.00                  | \$420,000.00          | \$483,000.00                      | \$17.32               | \$484,960.00          | \$1,960.00           |
| 12   | Hydroseeding                          | Acres | 9               | \$4,000.00               | \$36,000.00           | \$41,400.00                       | \$8,006.40            | \$72,057.60           | \$30,657.60          |
|      |                                       |       |                 | <b>SUBTOTAL (BOTTOM)</b> | \$647,500.00          | \$744,625.00                      |                       | \$756,457.60          | <b>\$11,832.60</b>   |
|      | <b>TOP + BOTTOM SUBS</b>              |       |                 |                          | <b>\$3,274,002.00</b> | <b>\$3,765,102.30</b>             |                       | <b>\$3,038,662.24</b> | <b>-\$726,440.06</b> |
|      | <b>Contingency 7%</b>                 |       |                 |                          | <b>\$229,180.14</b>   | <b>\$263,557.16</b>               |                       | <b>\$212,706.36</b>   |                      |
|      | <b>Total</b>                          |       |                 |                          | <b>\$3,503,182.14</b> | <b>\$4,028,659.46</b>             |                       | <b>\$3,251,368.60</b> | <b>-\$777,290.86</b> |
|      | <b>Total including Backfill</b>       |       |                 |                          |                       |                                   |                       | <b>\$3,251,368.60</b> | <b>-\$777,290.86</b> |



Assume 10k goes to the kiln

| NO.  | DESCRIPTION                           | UNIT  | APPROX QUANTITY | UNIT PRICE                      | Estimate Nov 2020     | Estimate May 2021 (inflation 15%) | Green Rock unit Price | Green Rock Total      | SAVINGS TODAY        |
|------|---------------------------------------|-------|-----------------|---------------------------------|-----------------------|-----------------------------------|-----------------------|-----------------------|----------------------|
| 1    | Mobilization                          | L.S.  | 1               | \$6,000.00                      | \$6,000.00            | \$6,900.00                        | \$10,000.00           | \$10,000.00           | \$3,100.00           |
| 2    | Demolition and Disposal               | S.F.  | 1,800           | \$3.50                          | \$6,300.00            | \$7,245.00                        | \$4.67                | \$8,406.00            | \$1,161.00           |
| 3    | Clearing and Grubbing                 | Acres | 3               | \$2,500.00                      | \$7,500.00            | \$8,625.00                        | \$4,670.40            | \$14,011.20           | \$5,386.20           |
| 4    | Erosion Control                       | L.S.  | 1               | \$15,000.00                     | \$15,000.00           | \$17,250.00                       | \$20,016.00           | \$20,016.00           | \$2,766.00           |
| 5    | Excavate Contaminated Soil            | C.Y.  | 30,408          | \$8.00                          | \$243,264.00          | \$279,753.60                      | \$10.68               | \$324,757.44          | \$45,003.84          |
| 6    | Disposal Fees and Hauling             | TN    | 51,053          | \$46.00                         | \$2,348,438.00        | \$2,700,703.70                    | \$0.00                | \$0.00                | -\$2,700,703.70      |
| 6(A) | Disposal Fees and Hauling             | TN    | 41,053          | \$0.00                          | \$0.00                | \$0.00                            | \$38.00               | \$1,560,014.00        | \$1,560,014.00       |
| 7    | 10K to kiln                           | TN    | 10,000          | \$0.00                          | \$0.00                | \$0.00                            | \$31.00               | \$310,000.00          | \$310,000.00         |
|      |                                       |       |                 | <b>SUBTOTAL (TOP)</b>           | \$2,626,502.00        | \$3,020,477.30                    | <b>SUBTOTAL</b>       | <b>\$2,247,204.64</b> | <b>-\$773,272.66</b> |
| 8    | Dewatering (Geotubes)                 | C.Y.  | 1,500           | \$10.00                         | \$15,000.00           | \$17,250.00                       | \$8.90                | \$13,350.00           | -\$3,900.00          |
| 9    | Stockpile Contaminated Soil           | C.Y.  | 8,000           | \$8.00                          | \$64,000.00           | \$73,600.00                       | \$10.68               | \$85,440.00           | \$11,840.00          |
| 10   | Pond Remediation                      | C.Y.  | 1,500           | \$75.00                         | \$112,500.00          | \$129,375.00                      | \$67.10               | \$100,650.00          | -\$28,725.00         |
| 11   | Import Suitable Soil & Grade in Place | C.Y.  | 28,000          | \$15.00                         | \$420,000.00          | \$483,000.00                      | \$17.32               | \$484,960.00          | \$1,960.00           |
| 12   | Hydroseeding                          | Acres | 9               | \$4,000.00                      | \$36,000.00           | \$41,400.00                       | \$8,006.40            | \$72,057.60           | \$30,657.60          |
|      |                                       |       |                 | <b>SUBTOTAL (BOTTOM)</b>        | \$647,500.00          | \$744,625.00                      |                       | \$756,457.60          | <b>\$11,832.60</b>   |
|      |                                       |       |                 | <b>TOP + BOTTOM SUBS</b>        | <b>\$3,274,002.00</b> | <b>\$3,765,102.30</b>             |                       | <b>\$3,003,662.24</b> | <b>-\$761,440.06</b> |
|      |                                       |       |                 | <b>Contingency 7%</b>           | <b>\$229,180.14</b>   | <b>\$263,557.16</b>               |                       | <b>\$210,256.36</b>   |                      |
|      |                                       |       |                 | <b>Total</b>                    | <b>\$3,503,182.14</b> | <b>\$4,028,659.46</b>             |                       | <b>\$3,213,918.60</b> | <b>-\$814,740.86</b> |
|      |                                       |       |                 | <b>Total including Backfill</b> |                       |                                   |                       | <b>\$3,213,918.60</b> | <b>-\$814,740.86</b> |

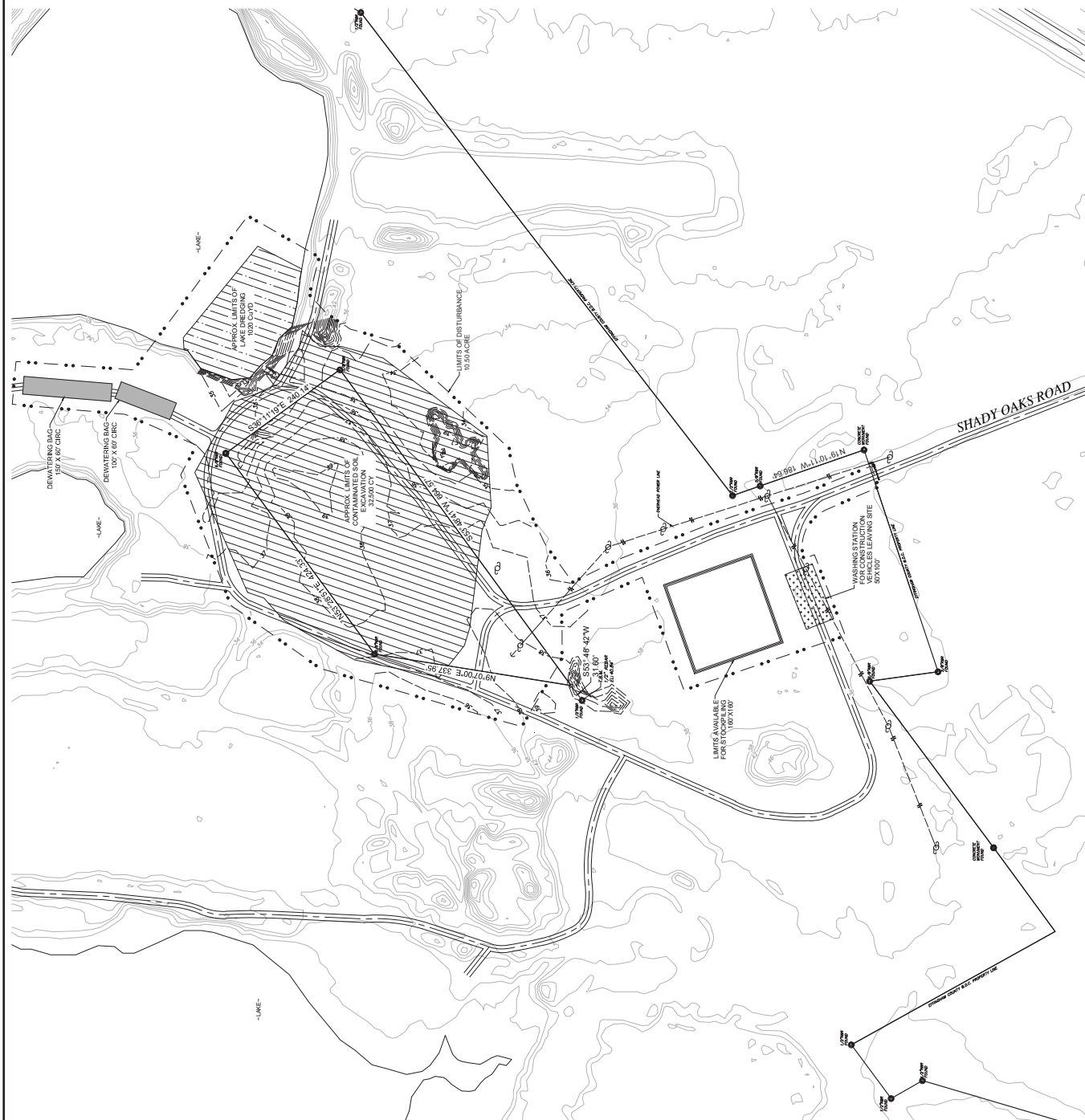
Assume 15k goes to the kiln

| NO.  | DESCRIPTION                           | UNIT  | APPROX QUANTITY | UNIT PRICE                      | Estimate Nov 2020     | Estimate May 2021 (inflation 15%) | Green Rock unit Price | Green Rock Total      | SAVINGS TODAY        |
|------|---------------------------------------|-------|-----------------|---------------------------------|-----------------------|-----------------------------------|-----------------------|-----------------------|----------------------|
| 1    | Mobilization                          | L.S.  | 1               | \$6,000.00                      | \$6,000.00            | \$6,900.00                        | \$10,000.00           | \$10,000.00           | \$3,100.00           |
| 2    | Demolition and Disposal               | S.F.  | 1,800           | \$3.50                          | \$6,300.00            | \$7,245.00                        | \$4.67                | \$8,406.00            | \$1,161.00           |
| 3    | Clearing and Grubbing                 | Acres | 3               | \$2,500.00                      | \$7,500.00            | \$8,625.00                        | \$4,670.40            | \$14,011.20           | \$5,386.20           |
| 4    | Erosion Control                       | L.S.  | 1               | \$15,000.00                     | \$15,000.00           | \$17,250.00                       | \$20,016.00           | \$20,016.00           | \$2,766.00           |
| 5    | Excavate Contaminated Soil            | C.Y.  | 30,408          | \$8.00                          | \$243,264.00          | \$279,753.60                      | \$10.68               | \$324,757.44          | \$45,003.84          |
| 6    | Disposal Fees and Hauling             | TN    | 51,053          | \$46.00                         | \$2,348,438.00        | \$2,700,703.70                    | \$0.00                | \$0.00                | -\$2,700,703.70      |
| 6(A) | Disposal Fees and Hauling             | TN    | 36,053          | \$0.00                          | \$0.00                | \$0.00                            | \$38.00               | \$1,370,014.00        | \$1,370,014.00       |
| 7    | 15K to kiln                           | TN    | 15,000          | \$0.00                          | \$0.00                | \$0.00                            | \$31.00               | \$465,000.00          | \$465,000.00         |
|      |                                       |       |                 | <b>SUBTOTAL (TOP)</b>           | \$2,626,502.00        | \$3,020,477.30                    | <b>SUBTOTAL</b>       | <b>\$2,212,204.64</b> | <b>-\$808,272.66</b> |
| 8    | Dewatering (Geotubes)                 | C.Y.  | 1,500           | \$10.00                         | \$15,000.00           | \$17,250.00                       | \$8.90                | \$13,350.00           | -\$3,900.00          |
| 9    | Stockpile Contaminated Soil           | C.Y.  | 8,000           | \$8.00                          | \$64,000.00           | \$73,600.00                       | \$10.68               | \$85,440.00           | \$11,840.00          |
| 10   | Pond Remediation                      | C.Y.  | 1,500           | \$75.00                         | \$112,500.00          | \$129,375.00                      | \$67.10               | \$100,650.00          | -\$28,725.00         |
| 11   | Import Suitable Soil & Grade in Place | C.Y.  | 28,000          | \$15.00                         | \$420,000.00          | \$483,000.00                      | \$17.32               | \$484,960.00          | \$1,960.00           |
| 12   | Hydroseeding                          | Acres | 9               | \$4,000.00                      | \$36,000.00           | \$41,400.00                       | \$8,006.40            | \$72,057.60           | \$30,657.60          |
|      |                                       |       |                 | <b>SUBTOTAL (BOTTOM)</b>        | \$647,500.00          | \$744,625.00                      |                       | \$756,457.60          | <b>\$11,832.60</b>   |
|      |                                       |       |                 | <b>TOP + BOTTOM SUBS</b>        | <b>\$3,274,002.00</b> | <b>\$3,765,102.30</b>             |                       | <b>\$2,968,662.24</b> | <b>-\$796,440.06</b> |
|      |                                       |       |                 | <b>Contingency 7%</b>           | <b>\$229,180.14</b>   | <b>\$263,557.16</b>               |                       | <b>\$207,806.36</b>   |                      |
|      |                                       |       |                 | <b>Total</b>                    | <b>\$3,503,182.14</b> | <b>\$4,028,659.46</b>             |                       | <b>\$3,176,468.60</b> | <b>-\$852,190.86</b> |
|      |                                       |       |                 | <b>Total including Backfill</b> |                       |                                   |                       | <b>\$3,176,468.60</b> | <b>-\$852,190.86</b> |

**SUMMARY OF SAVINGS USING GREEN ROCK AS SOLE SOURCE**

| <b>To Kiln</b> | <b>Original Cost</b> | <b>Inflated Cost</b> | <b>Green Rock #</b> | <b>Savings (w/ importing dirt)</b> | <b>Savings (w/o importing dirt)</b> |
|----------------|----------------------|----------------------|---------------------|------------------------------------|-------------------------------------|
| 0 to Kiln      | \$3,503,182.14       | \$4,028,659.46       | \$3,288,818.60      | \$739,840.86                       | \$1,258,748.00                      |
| 5K to Kiln     | \$3,503,182.14       | \$4,028,659.46       | \$3,251,368.60      | \$777,290.86                       | \$1,296,158.00                      |
| 10K to Kiln    | \$3,503,182.14       | \$4,028,659.46       | \$3,213,918.60      | \$814,740.86                       | \$1,333,648.00                      |
| 15K to Kiln    | \$3,503,182.14       | \$4,028,659.46       | \$3,176,468.60      | \$852,190.86                       | \$1,371,098.00                      |

From Trey: "If we direct a load to the kiln and that load is rejected, then the cost to transport back to a Subtitle D landfill will be Green Rock's responsibility and the unit rate for transportation and disposal in a Subtitle D landfill will be applied to that load" .



**SITE PLAN LEGEND:**

--900-- = EXISTING CONTOURS  
 ---900--- = EXISTING CONTOURS  
 [Hatched Box] = EXCAVATION  
 [Hatched Box] = LAKE DREDGING  
 [Dotted Box] = CONSTRUCTION VEHICLE

## Staff Report

**Subject:** Final Plat Approval  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Craig Johnson requests approval of a final plat for Fair Street Subdivision.

### Summary Recommendation:

Staff have reviewed the final plat, and recommend approval.

### Executive Summary/Background:

- Two parcels have already been subdivided from the parent parcel. The applicant wishes to subdivide an additional parcel, and therefore must request final plat approval for a major subdivision.
- All lots have frontage on Fair Street. The subdivision will not require the creation of any public improvements, and will not adversely affect adjoining property.
- All lots will be served by well and septic.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.

### Alternatives for Commission to Consider

- 1 – Approve the final plat for Fair Street Subdivision.
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** Development Services

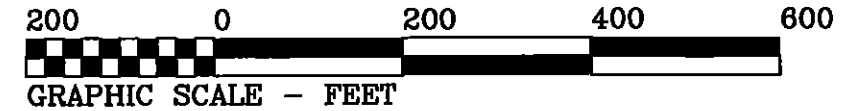
**Funding Source:** No new funding requested.

**Attachments:**

1. Final Plat for Fair Street Subdivision.
2. Final Plat Submittal Form & Checklist
3. Property Deed

# FINAL PLAT FOR FAIR STREET SUBDIVISION

LOCATED IN THE 11TH G. M. D.,  
EFFINGHAM COUNTY, GEORGIA



| Curve | Radius   | Length  | Chord   | Chord Bear.   |
|-------|----------|---------|---------|---------------|
| C1    | 1471.02' | 116.65' | 116.62' | S 76°35'24" E |
| C2    | 1471.02' | 310.00' | 309.42' | S 84°53'55" E |
| C3    | 1471.02' | 292.93' | 292.45' | N 83°21'33" E |

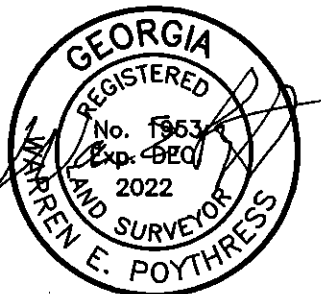
Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with 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.

Signing Authority Title JUN 1 1 2021  
DARRELL ONEAL

**FINAL PLAT APPROVAL**  
The subdivision known as Fair Street subdivision has been found to comply with the Effingham County Subdivision regulation and was approved by the Effingham Board of Commissioners for recording in the office of the clerk of Superior Court of Effingham County Georgia.

EFFINGHAM COUNTY CHAIRMAN OF COMMISSIONERS

CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS



Z: \-J\JOHNSON, BEN FAIR STREET.DWG  
CF: JOHNSONB

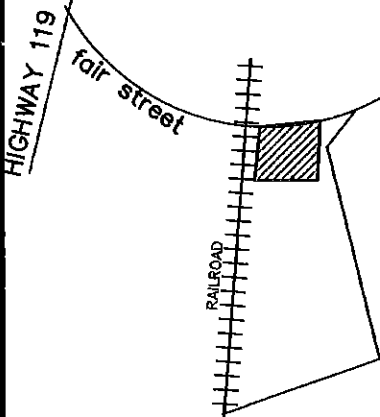
## SURVEYOR'S CERTIFICATION

As required by subsection(d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificated, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR, NO. 1953

DATE

LOCATION MAP



SETBACKS:  
FRONT: 50'  
SIDE: 25'  
REAR: 50'

DATE: MAY 18, 2021  
By: Warren E Poythress  
Registered Land Surveyor No. 1953  
Address: 991 Hunters Road  
Sylvania, Georgia 30467  
Cell Phone - 912-531-1453  
Telephone: 912-857-3288  
Equipment - Sokia GRS2 - GPS  
Topcon 303

FINAL PLAT CLOSURE = 356050

ANTHONY CRAIG JOHNSON, BENJAMIN  
JOHNSON, AND TROY ALLEN

ANTHONY CRAIG JOHNSON, BENJAMIN  
JOHNSON, AND TROY ALLEN  
LOT 1  
38.55 ACRES  
parcel 422-42

GROWING MONEY, LLC

GROWING MONEY, LLC

RIVERFIELD SALES



# EFFINGHAM COUNTY

## FINAL PLAT SUBMITTAL FORM

### OFFICIAL USE ONLY

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Name of Subdivision Fair Street

Name of Applicant/Agent A. Craig Johnson Phone 912-665-2631

Company Name A. Craig Johnson LLC

Address P.O. Box 118 Spts. Ga 31329

Owner of Record\* A. Craig Johnson Phone 912-665-2631

Address P.O. Box 118 Spts. Ga 31329

Engineer\* \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Surveyor\* Warren E. Poythress Phone 912-857-3288

Address 991 Hunters Rd. Sylvania, Ga. 30467

\*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided 0.5 ~~0.177~~ 76.72 Zoning AR-1 Number of Lots 1

Date of sketch plan approval \_\_\_\_\_ Date of preliminary plan approval \_\_\_\_\_

Map#/Parcel# to be subdivided 04220042 List all contiguous holdings in the same ownership:

Map#/Parcel# 04220042 plat Book 28 page 120

Water supply Private

Sewer supply Septic

Have any changes been made since this Subdivision was last before the County Commission? NO

If so, please describe: \_\_\_\_\_

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 1 day of July, 2021.

Kateyn Nichole Morgan  
Notary



## EFFINGHAM COUNTY

### FINAL PLAT CHECKLIST

**OFFICIAL USE ONLY**

Subdivision Name: Fair Street Project Number: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

| Office Use                          | Applicant Use  |
|-------------------------------------|--|
| <b>Project Information:</b>         |  |
| <input checked="" type="checkbox"/> | 1. Graphic scale.  |
| <input checked="" type="checkbox"/> | 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.  |
| <input checked="" type="checkbox"/> | 3. North arrow.  |
| <input checked="" type="checkbox"/> | 4. Land reference point.   |
| <input type="checkbox"/>            | 5. Point of beginning designated.  |
| <input checked="" type="checkbox"/> | 6. Date of preparation (under Surveyor's signature).   |
| <input checked="" type="checkbox"/> | 7. Name of Subdivision.  |
| <input checked="" type="checkbox"/> | 8. Names of adjacent subdivisions and owners of adjoining parcels of land.   |
| <input type="checkbox"/>            | 9. Names and widths of adjacent streets.   |
| <input checked="" type="checkbox"/> | 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, <b>or are not used elsewhere in Effingham County.</b> |
| <input checked="" type="checkbox"/> | 11. Plat boundaries darkened.  |
| <input checked="" type="checkbox"/> | 12. Proposed building setback lines.   |
| <input checked="" type="checkbox"/> | 13. Location of all existing easements or other existing features.   |
| <input checked="" type="checkbox"/> | 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.  |
| <input checked="" type="checkbox"/> | 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.  |
| <input checked="" type="checkbox"/> | 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.   |
| <input checked="" type="checkbox"/> | 17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.       |
| <input checked="" type="checkbox"/> | 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).   |
| <input checked="" type="checkbox"/> | 19. Location of city limits and county lines, if applicable.   |



|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).   |
| <input type="checkbox"/>            | 21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS   |
| <input type="checkbox"/>            | 22. Certificate of Approval – To be signed by County Commission chair.   |
| <input type="checkbox"/>            | 23. Signed Certificate of Accuracy.  |
| <input checked="" type="checkbox"/> | 24. Signed Certificate of Ownership and Dedication – Individuals.  |
| <input checked="" type="checkbox"/> | 25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).  |
| <input checked="" type="checkbox"/> | 26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.  |
| <input checked="" type="checkbox"/> | 27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.  |
| <input checked="" type="checkbox"/> | 28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements. |

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 1 day of July, 2021

Kateyn Nichole Morgan  
Notary

A. C. [Signature]  
Applicant

A. C. [Signature]  
Owner

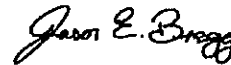


8914712675  
7067927936  
PARTICIPANT ID

Return Recorded Document to:  
The Newberry Law Firm, PC  
129 N. Laurel Street  
Post Office Box 790  
Springfield, Georgia 31329

**BK:2638 PG:47-48  
D2020011893**

FILED IN OFFICE  
CLERK OF COURT  
11/13/2020 12:07 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA



REAL ESTATE  
TRANSFER TAX  
PAID: \$165.00  
PT-61 051-2020-003319

**LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

FILE #: 2020-410A

**THIS INDENTURE** made this 13<sup>th</sup> day of November, 2020, between Samuel Cary Williams and Ann Williams Ford, as party of the first part, hereinunder called Grantor, and Anthony Craig Johnson, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

All those certain lots, tracts or parcels of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as 31.982 acres, more or less, and 48.574 acres, more or less, and 1.160 acres, more or less, as shown and more particularly described on that certain map or plat made by Jeffrey Wayne Mock, R.L.S. No. 2992, dated July 21, 2016 and recorded in Plat Book 28, Page 120 in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject, however, to all valid restrictions, easements, and rights of way of record.

This being the same property conveyed by Quitclaim Deed from Lynda Faye Williams to Ann Williams Ford and Samuel Cary Williams, dated July 27, 2017, recorded in Deed Book 2421, Page 11 and a portion of the property conveyed by Executor's Deed from the Estate of Joseph E. Williams, Jr. to Ann Williams Ford and Samuel Cary Williams, dated July 28, 2017, recorded in Deed Book 2421, Page 7, aforesaid records.

**TO HAVE AND TO HOLD** the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named Grantor.

BK:2638 PG:48

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered this 13<sup>th</sup> day  
of November, 2020, in the presence of:

Carell J. Daniel

Witness

[Signature]  
Notary Public

**EDWARD L NEWBERRY JR**  
Notary Public, Effingham County, GA  
My Commission Expires June 21, 2024

Samuel Cary Williams (SEAL)  
Samuel Cary Williams

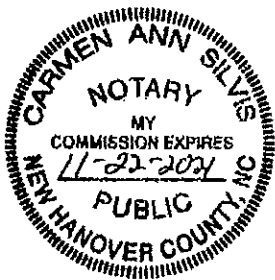
Signed, sealed and delivered this 11<sup>th</sup> day  
of November, 2020, in the presence of:

[Signature]

Witness

Carmen Ann Silvis  
Notary Public

Ann Williams Ford (SEAL)  
Ann Williams Ford



## Staff Report

**Subject:** “e-commerce” Freeport exemption Referendum  
**Author:** Tim Callanan, County Manager  
**Department:** Administration  
**Meeting Date:** July 20, 2021  
**Item Description:** Consideration to approve a resolution calling for a referendum to allow an “e-commerce” Freeport exemption.

### Summary Recommendation:

Staff is requesting approval of the resolution to have a referendum to approve an “e-commerce” Freeport Exemption on the November election ballot.

### Executive Summary:

Effingham County Industrial Development Authority and the Effingham County Chamber of Commerce have requested the attached question to be added to the November election Ballot:

- Currently our surrounding counties of Screven, Bryan and Chatham all have enacted this exemption putting them at an advantage in attracting an ecommerce fulfillment center and the jobs and tax revenue associated with that economic development.
- If the Referendum is successful, this will put us on equal footing as our surrounding counties.
- Currently Effingham County has several large undeveloped Industrial Parks that could house potential ecommerce fulfillment centers.

### Background:

Once approved by Board of Commissioners, this would be sent to County Elections Supervisor for inclusion on the November Ballot.

### Alternatives for Commission to Consider:

1. Approve the “e-commerce” Freeport exemption Referendum Resolution
2. Do not approve the “e-commerce” Freeport exemption Referendum Resolution
3. Provide Staff with Direction

**Recommended Alternative:** Staff recommends Alternative# 1

**Other Alternatives:** N/A

**Department Review:** Administration/County Attorney

**Funding Source:** None.

### Attachments:

1. Resolution
2. Letter to Election Supervisor



## **RESOLUTION CALLING FOR A REFERENDUM TO ALLOW FOR AN “E-COMMERCE” FREEPORT EXEMPTION**

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

WHEREAS, the Georgia Legislature approved House Bill 935 to be effective July 1, 2016, which added an additional Level 1 Freeport Exemption; and

WHEREAS, Effingham County is well-situated to attract businesses, including fulfillment centers; and

WHEREAS, the County has determined that the ability to provide certain incentives adds jobs, increases the tax base, and is in the interest of the citizens of the County.

WHEREFORE, the Board of Commissioners, pursuant to the provisions of O.C.G.A. § 48-5-48.2, herewith resolve that the voters of Effingham County, Georgia should determine whether it is appropriate to grant certain exemptions, as provided by Georgia laws, and calls upon the Election Superintendent to provide due and proper notice of the call of an election for the purpose of submitting to the electors the question of whether such an exemption shall be granted.

FURTHER RESOLVED that a proposed Notice is annexed to this Resolution as Exhibit A.

FURTHER RESOLVED that upon the approval of this Resolution that the County Clerk be authorized to certify a copy thereof and transmit the same to the Election Superintendent.

FURTHER RESOLVED that the Chairman of the Commission be authorized to take such other and further actions as may be necessary to effect this Resolution. The foregoing Resolution adopted at an open meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Wesley M. Corbitt, Chairman  
Effingham County Board of Commissioners

Now comes the undersigned County Clerk of the Board of Commissioners of Effingham County, Georgia, keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a Resolution approved and adopted by the Board of Commissioners at a meeting duly assembled on \_\_\_\_\_, 2021. The original of which Resolution has been entered into the official records of the Board of Commissioners under my supervision and is in my official possession, custody, and control. I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

---

Stephanie D. Johnson  
County Clerk  
Effingham County, Georgia

NOTICE OF A SPECIAL ELECTION TO PROVIDE A REFERENDUM TO BE HELD ON  
ON THE QUESTION OF WHETHER TO AUTHORIZE THE GOVERNING AUTHORITY OF EFFINGHAM  
COUNTY TO ADD TO ITS EXISTING FREEPORT EXEMPTIONS THE GRANT OF A FREEPORT  
EXEMPTION TO THE ADVALOREM TAXATION FOR A "FULFILLMENT CENTER" WITHIN  
EFFINGHAM COUNTY AS DEFINED IN O.C.G.A. § 48-5-48.2.

Notice is hereby given pursuant to O.C.G.A. § 48-5-48.2, and other applicable laws, of the calling of the referendum on \_\_\_\_\_, 2021 for the purpose of submitting to the electors of Effingham County the following question:

**For the purpose of attracting new jobs and investments, shall Effingham County add to its existing Freeport exemptions the grant of an "e-commerce" Freeport exemption to the ad valorem taxation of the following: stock in trade of a fulfillment center which, on January 1, are stored in a fulfillment center and which are made available to remote purchasers who may make such purchases by electronic, Internet, telephonic, or other remote means, and where such stock in trade of a fulfillment center will be shipped from the fulfillment center and delivered to the purchaser at a location other than the location of the fulfillment center, as permitted by O.C.G.A. § 48-5-48.2**

**( ) YES**

**( ) NO**

Said election will be held on \_\_\_\_\_, 2021, and polls for voting will be open from 7:00 a.m. until 7 p.m. on that date. All persons desiring to vote for the approval of the question shall vote "Yes," and all persons desiring to vote for rejection of the question shall vote "No."

Citizens who are not registered to vote may register in the Effingham County Registrar's office located at 284 Ga Highway 119 S, Springfield, GA 31329, Monday through Friday, 8:00 a.m. – 5:00 p.m. The deadline for registering to vote in this election is 5 p.m. on \_\_\_\_\_, 2021.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

Olivia Morgan  
Effingham County Director of Elections and Registration



## Staff Report

**Subject:** Service Delivery Strategy Agreement  
**Author:** Tim Callanan, County Manager  
**Department:** Administration  
**Meeting Date:** July 20, 2021  
**Item Description:** Consideration to approve a Letter of Support for The Teal House's Effingham County expansion.

### Summary Recommendation:

Staff is requesting approval of the Letter of Support to the Children's Advocacy Center of Georgia, in regards to the expansion of The Teal House and operation at the county-owned building at 204 Early Street in Springfield.

### Executive Summary:

The Effingham County Sheriff's Office has worked with The Teal House representatives and has recommended support of their expansion to our county. The Teal House is in need of a location in which they may perform their services and we are proposing the building at 204 Early Street, in Springfield, for their use.

### Background:

The Teal House provides advocacy for victims of sexual assault through direct services and liaison relationships including medical, legal, social services, and law enforcement. This service will be beneficial to residents in our community who are in need of this assistance.

### Alternatives for Commission to Consider:

1. Approve the Letter of Support for The Teal House
2. Do not approve the Letter of Support for The Teal House
3. Provide Staff with Direction

**Recommended Alternative:** Staff recommends Alternative# 1

**Other Alternatives:** N/A

**Department Review:** Administration/County Attorney

**Funding Source:** In-kind

### Attachments:

1. The Teal House Letter of Support to the Children's Advocacy Center of Georgia

WELSEY CORBITT  
*Chairman At Large*

STEPHANIE JOHNSON  
*County Clerk*



New Business  
July 20, 2021  
TIMOTHY J. CALLANAN  
*County Manager*

EDWARD L. NEWBERRY, JR.  
*County Attorney*

## *Effingham County Board of Commissioners*

FORREST FLOYD  
*District 1*

ROGER BURDETTE  
*Vice Chairman – District 2*

JAMIE DELOACH  
*District 3*

REGINARD S. LOPER, SR.  
*District 4*

PHIL KIEFFER  
*District 5*

July 20, 2021

Children's Advocacy Center of Georgia  
127 Church Street  
Marietta, Georgia 30060

Greetings,

This letter is to notify your organization of the expansion of advocacy services to Effingham County. Our board of commissioners fully supports the efforts of The Teal House expanding their services to our community. We have designated an in-kind facility for the expanded service to be located at 204 Early Street in Springfield.

We expect The Teal House satellite office to be in operation by October 1, 2021. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Wesley M. Corbitt  
*Chairman At Large*

## Staff Report

**Subject:** ESRI Enterprise License Agreement Annual Renewal Installment Payment  
**Author:** Pamela Melser, GIS Coordinator  
**Department:** GIS  
**Meeting Date:** 07-20-2021  
**Item Description:** Consideration to approve annual renewal installment payment of ESRI Enterprise Agreement

### Summary Recommendation:

Effingham County's GIS Department is required to maintain and update data such as parcel splits, 911 addresses, along with data for public safety and county utilities. Without this data several departments would not be able to complete their work such as Tax Assessor's, Tax Commissioner's, Water and Waste Water, Fire, EMS, and E-911 to name a few. This software allows GIS to enter, update, maintain, and visually map this data. Additionally, this software allows for the maintenance of the County's Interactive GIS map.

### Executive Summary/Background:

For the past 13 years, the county has maintained an Enterprise License Agreement (ELA) with ESRI for GIS software in 3-year intervals. The 3-year agreement was approved in FY 2021. This is an annual renewal for the second of 3 installment payments of \$50,000. The current cost of the ELA is \$50,000 per year and has been negotiated down to include a 10% discount. This renewal allows for an unlimited number of licenses and updates for each piece of GIS software available. We currently have around 15 county employees using ESRI desktop licenses with over 100 ArcGIS Online Users, along with the GIS Server install.

#### ELA Benefits

1. A lower cost per unit for licensed software.
2. The access to unlimited licenses for easier management of future growth of GIS users.
3. The GIS Server portion allows for Multi-user editing and the ability to host and publish internal web mapping applications.
4. This software allows the GIS department to work on parcel splits, manage critical 911 dispatch data and addresses, and reduce redundant data using up server space.
5. The ELA also includes over 35,000 credits for ArcGIS Online for Organizations. This allows us to upload maps and data to a cloud environment and make data available live in the field across any platform (Android, Apple, & Windows tablets and phones). This alone is normally at a cost of \$1.00 per credit that is \$35,000+.

### Alternatives for Commission to Consider:

1. Board approval of the ESRI Enterprise License Agreement Annual Renewal Installment Payment.
2. Do not approve of the ESRI Enterprise License Agreement Annual Renewal Installment Payment.

**Recommended Alternative:** Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** Information Technology / GIS / County Manager

**Funding Source:** 100-7403-225-52-2208

Total: \$50,000. This has been budgeted in the past, and has been requested in the 2022 budget.

#### Attachments:

1. ESRI Invoice (94053420)



Esri Inc  
380 New York St  
Redlands CA 92373-8118

## **Subject: Renewal Quotation**

**Date:** 03/31/2021  
**To:** Danny Frazier  
**Organization:** County of Effingham  
Board of Commissioners  
**Fax #:** 912-754-8450 **Phone #:** 912-754-8050  
  
**From:** Trina Isaacs  
**Fax #:** 909-307-3083 **Phone #:** 888-377-4575 Ext. 2258  
**Email:** TISAACS@ESRI.COM

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26011659  
Document Date: 03/31/2021

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York St  
 Redlands, CA 92373-8118  
 Phone: 888-377-4575/2258  
 Fax #: 909-307-3083

New Business 15  
 July 20, 2021

## Quotation

**Date:** 03/31/2021**Quotation Number:** 26011659**Contract Number:** SMALL GOVT ELA US**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Trina Isaacs

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

County of Effingham  
 Board of Commissioners  
 GIS Dept  
 904 N Pine St  
 Springfield GA 31329-4502  
**Attn:** Danny Frazier

**Customer Number:** 131172

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item  | Qty | Material# | Unit Price | Extended Price       |
|---|-----|-----------|------------|----------------------|
| <p>Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.</p> <p>The annual usage report must include actual license counts by product, licensee, and location.</p> <p>Please return your report via email to <a href="mailto:ela_usage_reports@esri.com">ela_usage_reports@esri.com</a>.</p> <p>Thank you in advance for your prompt attention to this matter.</p> |     |           |            |                      |
| 10  | 1   | 168179    | 50,000.00  | 50,000.00            |
| Populations of 50,001 to 100,000 Small Government Term<br>Enterprise License Agreement<br>Start Date: 07/01/2021<br>End Date: 06/30/2022  |     |           |            |                      |
| <b>Item Subtotal</b>  |     |           |            | 50,000.00            |
| <b>Estimated Tax</b>  |     |           |            | 0.00                 |
| <b>Total</b>  |     |           |            | <b>USD 50,000.00</b> |

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3****Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Trina Isaacs **Ext:** 2258

[ISAACST]

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: 888-377-45752258  
Fax #: 909-307-3083

## Quotation

Page 2

**Date:** 03/31/2021

**Quotation Number:** 26011659

**Contract Number:** SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[ISAACST]



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: 888-377-4575/2258  
Fax #: 909-307-3083

## Quotation

Page 3

|                         |                               |                            |                                       |                |
|-------------------------|-------------------------------|----------------------------|---------------------------------------|----------------|
| <b>Date:</b> 03/31/2021 | <b>Quotation No:</b> 26011659 | <b>Customer No:</b> 131172 | <b>Contract No:</b> SMALL GOVT ELA US |                |
| Item                    | Qty                           | Material#                  | Unit Price                            | Extended Price |

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

[ISAACST]



## Staff Report

**Subject:** Approve Design Contract for Water and Sewer extension on Old Augusta Road  
**Author:** Eric Larson, Asst. County Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Procure engineering design services to extend water and sewer lines along Old Augusta Road to serve pending and future development.

### Summary Recommendation:

Using the Indefinite Delivery contract for FY 2022, Staff recommends awarding a design contract to Thomas and Hutton to design water and sewer line extensions and lift station upgrades to a portion of the Goshen area system to accommodate upcoming development. Work includes bidding and construction oversight. The proposed scope of services will cost approximately \$56,800 and will be billed on an hourly rate and specified in the IDC contract.

### Executive Summary/Background:

- Thomas and Hutton was selected based on the extensive amount of previous work and modeling they have done on this system.
- They have recently completed the water system booster station design and modeled the portion of the water and sewer system, known as the Goshen area, to determine capacity of the water lines, sewer lines, and pump stations at Jasper Village and GITC (Exley).
- They have already completed the conceptual design of these extensions under a separate work order via our EOM Engineering services contract.

### Alternatives for Commission to Consider

1 - Approve the selection of Thomas and Hutton for design, and related construction services, for the extension of water and sewer lines along Old Augusta Road and upgrade of the GITC lift station.

2 – Take no action. Lack of utility infrastructure will slow or overburden development in the area.

**Recommended Alternative:** Alternative 1

**Other Alternatives:** Alternative 2

**Department Review:** Development Services; County Attorney

**Funding Source:** SPLOST.

**Attachments:** 1. Thomas and Hutton's proposal and scope of work



50 PARK OF COMMERCE WAY  
SAVANNAH, GA 31405 | 912.234.5300  
WWW.THOMASANDHUTTON.COM

June 18, 2021

Mr. Eric Larson  
Assistant County Manager  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329

Re: Old Augusta Road Water and Sewer Extensions  
Effingham County, Georgia  
Letter Agreement for Services

Dear Mr. Larson:

Thank you for requesting our engineering services for water and sewer extensions along Old Augusta Road to serve a new industrial site and other future development. Based on preliminary calculations and preliminary agreements, it has been determined the County will extend 2,100 linear feet of 16-inch water main and 3,500 linear feet of 4-inch force main approximately to a point 1,000 feet south of the intersection of Abercorn Road, with the developer extending services from there. A pressure regulating valve is planned for installation on the Jasper Village water main. The County also plans to upgrade its Exley Pump Station by installing the third pump, valving, and piping in the existing triplex arrangement to supply additional sewer service capacity to the new development as well as future developments in the region.

Our services will consist of the General Consulting, Survey, Design Permitting, and Bid Phases, monitoring during the Construction Phase and Closeout Phase, as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

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

| <u>Phase</u>             | <u>Fee Structure</u>    | <u>Fee or Time &amp; Expense Budget</u> |
|--------------------------|-------------------------|---|
| General Consulting:      | Time & Expense – Budget | \$ 3,000.00                             |
| Topographic Survey:      | <del>Lump Sum</del>     | \$ 8,500.00                             |
| Water/Force Main Design: | <del>Lump Sum</del>     | \$ 11,000.00                            |
| Pressure Valve Design:   | <del>Lump Sum</del>     | \$ 5,500.00                             |
| Pump Station Design:     | <del>Lump Sum</del>     | \$ 5,800.00                             |
| EPD Permit:              | Time & Expense – Budget | \$ 3,500.00                             |
| Erosion Control Permit:  | Time & Expense – Budget | \$ 3,500.00                             |
| Bid:                     | <del>Lump Sum</del>     | \$ 3,000.00                             |
| Construction:            | Time & Expense – Budget | \$ 12,000.00                            |

All work and expenses shall be billed at rates as set forth in the IDC contract.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Consultant's Initials

Mr. Eric Larson  
Effingham County Board of Commissioners  
Letter Agreement for Services  
June 18, 2021  
Page 2

|                        |  |             |
|------------------------|--|-------------|
| Reimbursable Expenses: | Time & Expense – Budget  | \$ 1,000.00 |
| Additional Services:   | Time & Expense – <del>See Consulting Services Rate Sheet</del> |             |

\$56,800 total

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

This proposal between the Effingham County Board of Commissioners ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, ~~General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet~~, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

IDC  
contract

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us.* This proposal will be open for acceptance until August 30, 2021, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

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

Very truly yours,

**THOMAS & HUTTON ENGINEERING CO.**

By 

A. Christopher Stovall, P.E.  
Principal/Project Manager

ACS/dc

Enclosures: Scope of Services  
~~General Provisions~~  
~~Consulting Services Rate Sheet~~

ACCEPTED: \_\_\_\_\_, 2021

By \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Consultant's Initials

**LETTER AGREEMENT FOR SERVICES BETWEEN**

**THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND EFFINGHAM COUNTY BOARD OF COMMISSIONERS (OWNER)**

**OLD AUGUSTA ROAD WATER AND SEWER EXTENSIONS, EXLEY PS UPGRADE**

**SCOPE OF SERVICES**

**JUNE 18, 2021**

**SCOPE OF SERVICES**

County will extend 2,100 linear feet of 16-inch water main and 3,500 linear feet of 4-inch force main approximately to a point 1,000 feet south of the intersection of Abercorn Road, with the developer extending services from there. A pressure regulating valve is planned for installation on the Jasper Village water main. The County also plans to upgrade its Exley triplex Pump Station by installing the third pump, valving, and piping in the existing triplex arrangement to supply additional sewer service capacity to the new development as well as future developments in the region.

**1. SCOPE OF SERVICES**

**A. General Consulting Phases**

**1. General Consulting Phase**

The Consultant shall assist Owner during early stages of a project when a defined scope cannot be determined. Assistance may include assembling documents, responding to questions, and feasibility analyses. Services shall be provided on a Time and Expense basis. Once specific tasks with scopes are identified, services can be provided on a Fixed Fee basis. Design and construction services are not provided under this phase.

**2. Project Administrative/Clerical Phase**

The Consultant shall provide general clerical/administration duties to support the project including typing, preparation of packages for submittal, and mailing. Services shall be provided on a Time and Expense basis.

**3. Project Team Meetings**

Consultant shall attend project meetings and conference calls at the request of the Owner. Services will be provided on a Time and Expense basis. If the budget for meeting time is expended, the Owner will authorize additional funds.

**B. Survey Phases**

Based upon the final master plan approved by the Owner, Consultant will perform the following Survey Phase tasks:

**1. Topographic Survey Phase**

Surveyor shall prepare a topographic survey of the water and sewer route for use in planning and engineering design. Water is proposed for the west side of the right of way and sewer within the shoulder of the east side of the road. Surveyor shall obtain vertical and horizontal data in a 150'-wide right-of-way route with cross sections approximately every 200'. Surveyor

\_\_\_\_\_ Owner's Initials

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shall field locate known visible drainage and above-ground utilities, plus features such as driveways, fences, retaining walls and right of way monumentation found within the project limits. Underground utility location is not included in this scope of work.

Consultant shall set project reference horizontal and vertical control at approximately 2,000-foot intervals along the route. Consultant will set the control one time under this agreement, in a conspicuous location with identifying flags. Consultant is not responsible for control which is disturbed or damaged and will reset control on a time and expense basis following written authorization by Owner.

Horizontal survey data will be based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Vertical survey data will be based on the North American Vertical Datum of 1988 (NAVD88). All measurements and coordinates shown shall use the U.S. Survey Foot definition.

Our survey services shall be provided on a lump sum fee basis and are based on the anticipated route and stipulated fee described herein. Consultant will keep Owner apprised of survey progress and budget, and if budget is expended due to unforeseen issues, Owner will authorize additional funds.

**2. Jurisdictional Line Survey Phase**

Based on NWI mapping, the project site does not contain wetlands. Should wetlands be encountered, a delineation of wetlands can be added to the scope as needed. In any event, the goal is to install the new utilities without disturbance to wetlands and associated permits/fees entailed.

**C. Design Phases**

**1. Water Main, Force Main & Pump Station Design Phase**

After completion of Survey Phase and Owner approval of the Preliminary Subdivision Plat, the Consultant shall prepare site development plans. These plans shall be submitted to the Owner for review. The site development plans will include:

- General Plan Sheets (Cover Sheet, General Notes, and Legend)
- Water & Force Main design construction plans, including plan and profile views. Profiles shall show vertical and horizontal fittings, utility conflicts, valve/manhole locations and proposed pipe depths along the selected route of the force main.
- Jasper Village Pressure Regulating Valve: Plan and profile of vault, piping, and valve installation.
- Pump Station Upgrade design construction plans (utilizing record drawings as base drawing), including plan and section views of the

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new pump, guide rails, discharge piping, valves and connection into existing tee/valve at effluent manifold. While a site visit is planned to review current condition of the station, it is assumed for purposes of this proposal, that electrical and control systems and piping were installed as shown on the record drawings and no additional electrical design shall be required as part of the project.

- Erosion Control – for water, and sewer systems
- Construction Details – for water distribution, sanitary sewer, and erosion control.
- Quantity Takeoff and Opinion of Probable Construction Cost for water and sewer drainage systems and roads, including cut and fill calculations for earthwork.
- Technical specifications for water, clearing, earthwork, and sewer.
- Design calculations – storm drainage, water distribution, and sanitary sewer systems.
- Coordinate with Geotechnical Consultant – The Owner will retain a geotechnical consultant as necessary to perform subsurface investigations for the project. The Consultant will coordinate with the geotechnical consultant regarding needs of the project and preliminary design information for the project.

**D. Permit Phases**

**1. Permit Phase**

Consultant shall assist Owner with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- Georgia EPD – Water and Sewer Extension
- Effingham County – County R/W and Erosion Control

Submittal fees are **not** included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

**2. Erosion Control Permit**

As project will disturb greater than a 1-acre area, Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

- Submit Notice of Intent (NOI) to the State on behalf of the Owner (as a Primary Permittee). This will include a certification that the

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Erosion, Sedimentation, and Pollution Control Plan (ES&PCP) has been prepared in accordance with the General Permit.

- Develop a Comprehensive Monitoring Plan (CMP). The ES&PCP will indicate monitoring locations and may be used in the CMP.
- Provide an initial observation of the measures installed under the ES&PC within one (1) week after construction activities commence. Additional observations will be conducted as other measures required by the Plan are installed.
- Prepare and submit, as warranted, amendments to the ES&PCP.

The Consultant's services **do not** include:

- Qualified personnel to monitor maintenance of ES&PC measures.
- Continuous monitoring of maintenance of ES&PC measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to EPD
- Submittal of Notice of Termination (NOT) and certification

**3. Wetland Permit Phase**

Based on a preliminary review of the NWI of the route, there are no wetlands within the project area. Therefore, no wetland services are included in scope at this time.

**E. Construction Service Phases**

Consultant will provide the following services for the Construction Phase:

**1. Bid Process Phase**

Consultant shall assist Owner during the Bid Phase. The service shall be provided on a Time & Expense basis. Typical services provided during this phase include preparation of contract documents, assembling bid packages, attending or conducting pre-bid meeting, responding to contractor questions, and preparation of the Consultant's recommendation letter for award of bid. Personnel time will be detailed on monthly invoices.

**2. Construction Observation Phase**

During the course of construction, the Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Attend final field inspections by regulating agencies for the project.

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Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. For a project of this scale and complexity, construction is expected to take approximately 18 weeks with an estimate of two 3-hr site visits per month on average with one utilized for pay request review. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

3. **Record Drawing Phase**

Consultant shall prepare record drawings based on information supplied by the Contractor. The Contractor will provide a survey regarding the constructed facilities. The survey provided by Contractor shall be certified by a registered surveyor licensed in the state in which the work is performed, if required by the governing agency. The scope does not include field work on the part of the Consultant. The information will be compiled in an AutoCAD format by the Contractor and submitted to the Consultant. The Consultant will review this information to ensure that the information submitted meets the intended design. The Consultant **shall not verify or certify** that the information submitted by the Contractor or Contractor Representative is correct. The Consultant will submit this information to the Owner. The record drawings will meet the requirements of Effingham County record drawing specifications at the time this contract is executed.

The record drawing will be compiled from field information collected during the survey phase, water, and sewer lateral locations as determined in the pad elevation survey, contractor's notes, and observations made by Consultant. The data will be presented in a format for the reviewing agency's review.

- ♦ Additional information required by the reviewing agency beyond what is reasonable and customary for record drawings, shall be billed as additional services. Examples are as follows:

- ~ Geodetic coordinates for structures, fittings, or pipes
- ~ Profiles for sanitary sewer, water, or storm drainage
- ~ Roadway profiles

\_\_\_\_ Owner's Initials

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**F. Exclusions**

Items not included in the scope of services are as follows:

- Accessibility construction compliance verification
- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Georgia Department of Transportation permits or approvals
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by the Owner in writing.

**2. PERIODS OF SERVICE**

**A. General Consulting Phases**

After receipt of a written notice to proceed from the Owner, Consultant will commence work within fourteen (14) calendar days after receipt and complete work described in this phase over the project period.

**B. Survey Phase**

After the Owner approves the final master plan, Consultant will commence work within fourteen (14) calendar days after receipt and complete work described in this phase within sixty (60) calendar days.

**C. Design Phase**

After the Survey Phase required for design is complete, Consultant will commence work within fourteen (14) calendar days and complete work described in this phase within thirty (30) calendar days.

**D. Permit Phase**

After design phase is complete and Upon Owner's review of design, Consultant will submit the plans, specifications and applications to designated agencies as required.

**E. Construction Phase**

Upon contractor Notice of Award, services will commence based on bi-monthly site visits for a period of 18-weeks. Record drawings will be completed within 30-days of receipt of as-built survey/information from contractor.

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**PAYMENT FOR SERVICES**

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

**ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**OWNER'S RESPONSIBILITIES**

**A. Access**

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

**B. OWNER's Representative**

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the product, materials, equipment, elements and systems pertinent to the work covered by this Agreement.

**C. Fees**

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

**CONSULTANT'S RESPONSIBILITIES**

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

**ELECTRONIC FILES**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

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Owner's Initials

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Consultant's Initials

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**CERTIFICATIONS, GUARANTEES, AND WARRANTIES**

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

**ACCESSIBILITY**

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

**SUBSTITUTIONS**

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

**OPINIONS OF PROBABLE COSTS**

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

**BETTERMENT**

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

**CHANGED CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**CODE COMPLIANCE**

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

**VALUE ENGINEERING**

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

**DELEGATED DESIGN**

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

**LIMITS OF LIABILITY**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the

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Owner's Initials

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Consultant's Initials

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OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$50,000 or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

**TIME BAR TO LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

**ACTS OF OTHERS**

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

**INDEMNIFICATION**

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**DISPUTE RESOLUTION**

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

**JOBSITE SAFETY**

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

**Delays**

The OWNER agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Consultant's Initials

**GENERAL PROVISIONS TO LETTER AGREEMENT FOR SERVICES BETWEEN  
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND EFFINGHAM COUNTY BOARD OF COMMISSIONERS (OWNER)  
OLD AUGUSTA ROAD WATER AND SEWER EXTENSIONS, EXLEY PS UPGRADE**

**JUNE 18, 2021**

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

**HAZARDOUS MATERIAL**

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**CLIMATE CHANGE**

In no event shall the CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

**APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER**

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

**TERMINATION**

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**SIGNAGE**

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

**AMENDMENT**

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

\_\_\_\_\_  
**Owner's Initials**

\_\_\_\_\_  
**Consultant's Initials**

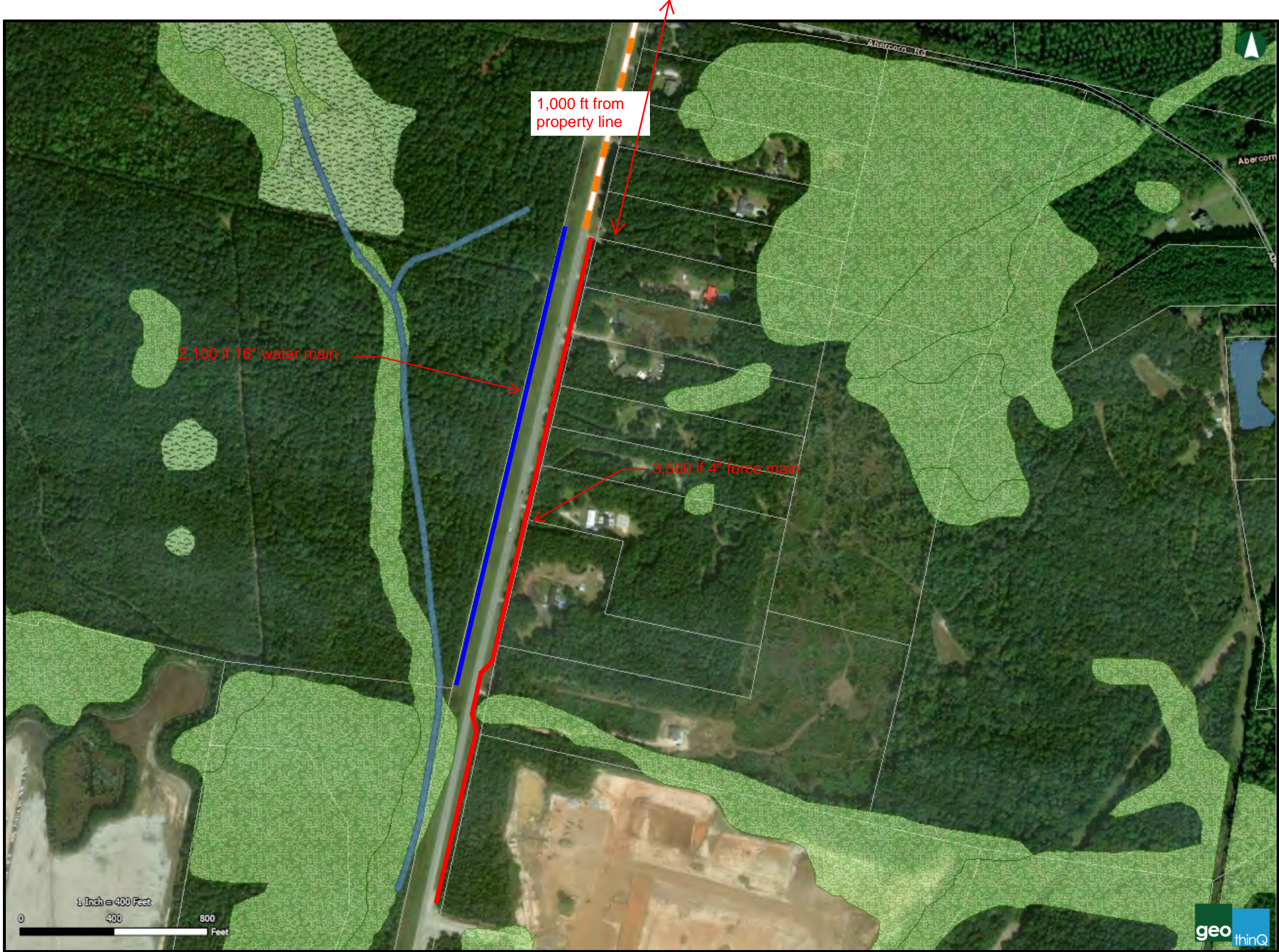




**old augusta**

06/25/2021

- Parcels
- Forested Wetland
- Non-Forested Wetland
- Salt Marsh
- Water





## Staff Report

**Subject:** Contract with 21-25-005 for 2020 TSPLOST and 2021 LMIG road resurfacing Project

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works/Roads

**Meeting Date:** July 20, 2021

**Item Description:** Approval of Contract 21-25-005 for 2020 TSPLOST and 2021 LMIG road resurfacing Project expenditures.

**Summary Recommendation:** Staff recommends approval of Contract 21-25-005 with McLendon Enterprise, Inc. for 2020 TSPLOST and 2021 LMIG road resurfacing Project.

### Executive Summary/Background:

- In June, staff posted an ITB for 2020 TSPLOST and 2021 LMIG road resurfacing Project for an estimated 25 miles of milling, resurfacing, traffic signs, markings, RPM installation, rumble strips and roadway striping at various locations around unincorporated Effingham County. The locations include a portion of Sandhill Rd., Lexington Ave., Exley Loop, Center Dr., Old Louisville Rd., Beecher Dr., Red Maple Dr., Timbergate Ln./Dr./Trail, Abercorn Rd., Abercorn Landing Rd., Mill Pond Rd., Waldhour Rd., Long Pond Rd., Edgewood Rd., Zettler Rd., Harley Rd., Kelly Dr., Robin Rd., George Rd., Mt. Pleasant Rd., Railroad Ave. Reiser Rd., Old Augusta Rd., and Little McCall Rd. Two alternates were also requested; alternate one is for misc. striping and marking (details listed in the bid tabulation) and alternate two is resurfacing the cul-de-sac of Labrador Ln. to address drainage issues. LMIG funding is \$1,530,375. TSPLOST funding is \$3,493,791.50
- The ITB was posted to the County website (Vendor Registry), GLGA website, and the Georgia DOAS website (over 1,100 contacts combined).
- Bids were accepted and opened on July 13th, with APAC Atlantic, CW Matthews Const., McLendon Enterprise, Inc., and Reeves Const. being the bidders.
- Post Bid an error was found in the bid package. An additional road was added using the engineer's estimate of quantities and the contractor's bid unit prices.
- Staff has reviewed the submittals by McLendon Enterprise, Inc., and recommends award of Contract 21-25-005 in the amount of \$4,543,464.43
- The agreement has been reviewed and approved to for by the County Attorney.

### Alternatives for Commission to Consider

1. Approval of Contract 21-25-005 with McLendon Enterprise, Inc. in the amount of \$4,543,464.43 for 2020 TSPLOST and 2021 LMIG Road Resurfacing Project.
2. Take no action. Return funds to the GDOT.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** *Purchasing, Finance, Asst. County Manager, EOM*

**Funding Source:** 2020 TSPLOST Funds; LMIG 2021 Funds; Match via 2017 SPLOST Funds

**Attachments:**

1. Bid Tabulation
2. Agreement for McLendon Enterprise, Inc.

| <b>Vendors ==&gt;</b>                                | <b>RB Baker</b>       | <b>McLendon</b>       | <b>APAC</b>           | <b>CW Matthews</b>    |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>PROJECT 1 - 2021 LMIG</b>                         |                       |                       |                       |                       |
| Sandhill Rd from Blue Jay to Allison Rd              | \$555,715.54          | \$322,125.69          | \$652,672.90          | \$601,647.20          |
| Lexington Ave. Ext                                   | \$377,577.92          | \$346,714.46          | \$438,114.20          | \$446,821.88          |
| Exley Loop   | \$168,050.11          | \$169,198.96          | \$208,201.50          | \$222,915.90          |
| Center Drive   | \$86,144.65           | \$68,285.33           | \$95,038.10           | \$106,527.55          |
| Old Louisville Rd from Hwy 119 to Beauregard         | \$349,991.28          | \$285,294.03          | \$336,221.00          | \$397,975.71          |
| Little McCall Road                                   |                       | \$338,911.32          |                       |                       |
| <b>PROJECT 2 - TSPLOST</b>                           |                       |                       |                       |                       |
| Beecher Road   | \$188,313.46          | \$172,927.01          | \$234,178.30          | \$252,485.87          |
| Red Maple Drive                                      | \$55,718.92           | \$36,799.42           | \$58,394.40           | \$66,240.01           |
| Timbergate Lane                                      | \$100,678.34          | \$94,005.90           | \$123,927.00          | \$132,189.54          |
| Timbergate Drive                                     | \$30,785.32           | \$22,134.66           | \$26,639.80           | \$48,981.10           |
| Timbergate Trail                                     | \$78,973.86           | \$71,623.59           | \$93,267.60           | \$109,807.09          |
| Abercorn Road  | \$115,034.33          | \$103,140.81          | \$133,636.00          | \$138,746.93          |
| Abercorn Landing Road                                | \$42,915.70           | \$33,532.50           | \$39,268.30           | \$55,401.91           |
| Mill Pond Road                                       | \$403,158.96          | \$353,646.09          | \$472,373.50          | \$470,514.77          |
| Waldhour Road  | \$208,520.87          | \$177,393.93          | \$234,383.90          | \$255,192.45          |
| Long Pond Road                                       | \$190,124.86          | \$160,869.62          | \$212,178.10          | \$223,845.04          |
| Edgewood Road  | \$146,275.13          | \$116,379.95          | \$154,065.80          | \$162,137.76          |
| Zettler Loop Road                                    | \$124,653.23          | \$137,378.72          | \$145,097.30          | \$146,868.40          |
| Harley Road  | \$69,541.45           | \$56,880.03           | \$73,910.70           | \$86,823.42           |
| Kelly Drive  | \$59,407.23           | \$50,687.94           | \$70,553.60           | \$75,773.07           |
| Robin Road   | \$34,282.48           | \$31,795.43           | \$38,055.80           | \$54,305.58           |
| George Road  | \$95,474.51           | \$77,880.94           | \$99,612.10           | \$108,488.71          |
| Mt. Pleasant Road                                    | \$307,135.70          | \$233,658.86          | \$339,344.30          | \$350,952.38          |
| Railroad Avenue                                      | \$108,984.16          | \$88,012.79           | \$118,144.10          | \$140,100.85          |
| Reiser Road  | \$166,235.72          | \$135,023.80          | \$178,472.50          | \$198,016.94          |
| Old Augusta Road from Rincon Stillwell to Ft. Howard | \$586,883.65          | \$763,337.65          | \$704,522.00          | \$650,456.76          |
| <b>Alternates</b>                                    |                       |                       |                       |                       |
| Alt 1 - Misc. Striping/Pavement Marking Removal      | \$98,040.00           | \$77,800.00           | \$74,400.00           | \$79,300.00           |
| Alt 2 - Labrador Lane Cul-de-sac                     | \$20,376.00           | \$18,025.00           | \$28,929.00           | \$26,162.50           |
| <b>Bid Totals</b>                                    | <b>\$4,768,993.38</b> | <b>\$4,543,464.43</b> | <b>\$5,383,601.80</b> | <b>\$5,608,679.32</b> |

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and  
\_\_\_\_\_ McLendon Enterprises, Inc. \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **an estimated 25 Miles of milling, road resurfacing, striping, RPM installation and traffic signage** as further described below.

**1.01    *The Project***

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB No. 21-25-005– 2021 Road Resurfacing Project**

**ARTICLE 2 – ENGINEER**

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

**ARTICLE 3 – CONTRACT TIMES**

**3.01    *Time of the Essence***

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

**3.02    *Days to Achieve Completion and Final Payment***

3.03    *The Work will be completed within **240** calendar days after the date of the Notice to Proceed.*

**ARTICLE 4 – LIQUIDATED DAMAGES**

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

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below: *For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:*

### PROJECT 1 – 2021 LMIG

| Sandhill Road from Blue Jay Road to Allison Road 11,128 Linear Feet |   |               |                    |                    |                         |
|---|---|---------------|--------------------|--------------------|-------------------------|
| Item No.  | Description   | Unit          | Estimated Quantity | Bid Unit Price     | Bid Price               |
| 150-1000  | TRAFFIC CONTROL   | LS            | 1                  | \$18,119.12        | \$18,119.12             |
| 210-0200  | GRADING PER MILE  | LM            | 2.10               | \$4,445.21         | \$9,334.94              |
| <del>415-5000</del>   | <del>1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL &amp; H LIME</del> | <del>TN</del> | <del>1552</del>    | <del>\$82.03</del> | <del>\$127,310.56</del> |
| 402-3130  | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY)   | TN            | 3923               | \$71.68            | \$281,200.64            |
| 413-1000  | BITUMINUS TACK COAT   | GL            | 6899               | \$0.01             | \$68.99                 |
| 654-1001  | RAISED PVMT MARKERS, TP1  | EA            | 278                | \$5.00             | \$1,390.00              |
| 636-1033  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9  | SF            | 32                 | \$21.00            | \$672.00                |
| 636-1036  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF            | 30                 | \$23.00            | \$690.00                |
| 636-2070  | GALV STEEL POSTS, TP7   | EA            | 13                 | \$150.00           | \$1,950.00              |
| 652-5451  | SOLID TRAFFIC STRIPE, 5 IN, WHITE   | LF            | 22,176             | \$0.20             | \$4,435.20              |
| 652-5452  | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF            | 9,690              | \$0.20             | \$1,938.00              |
| 652-6502  | SKIP TRAFFIC STRIPE, 5 IN YELLOW  | GLF           | 8,140              | \$0.12             | \$976.80                |
| 653-1706  | THERMOPLASTIC SOLD TRAF STRIPE, 24IN, YELLOW  | LF            | 150                | \$9.00             | \$1,350.00              |
| Total Bid– Sandhill Road  |   |               |                    |                    | <del>\$489,436.25</del> |
| LINE 415-5000 REMOVED FROM CONTRACT \$322,125.69                    |   |               |                    |                    |                         |

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| Lexington Avenue Extension, 10,295 Linear Feet |   |      |                    |                |                     |
|--|---|------|--------------------|----------------|---------------------|
| Item No.                                       | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                                       | TRAFFIC CONTROL   | LS   | 1                  | \$55,000.00    | \$55,000.00         |
| 210-0200                                       | GRADING PER MILE  | LM   | 1.95               | \$4,561.36     | \$8,894.65          |
| 432-0206                                       | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 21734              | \$1.00         | \$21,734.00         |
| 415-5000                                       | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME              | TN   | 978                | \$82.03        | \$80,225.34         |
| 402-3130                                       | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 2425               | \$71.68        | \$173,824.00        |
| 413-1000                                       | BITUMINUS TACK COAT   | GL   | 4347               | \$0.01         | \$43.47             |
| 636-1020                                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 36                 | \$20.00        | \$720.00            |
| 636-1036                                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00            |
| 636-2070                                       | GALV STEEL POSTS, TP7   | EA   | 13                 | \$150.00       | \$1,950.00          |
| 652-5452                                       | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 20,590             | \$0.20         | \$4,118.00          |
| 653-1704                                       | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 10                 | \$9.00         | \$90.00             |
| <b>Total Bid– Lexington Avenue Extension</b>   |   |      |                    |                | <b>\$346,714.46</b> |

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| Exley Loop, 4,996 Linear Feet |   |      |                    |                |                     |
|-------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                      | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                      | TRAFFIC CONTROL   | LS   | 1                  | \$17,818.37    | \$17,818.37         |
| 210-0200                      | GRADING PER MILE  | LM   | 0.95               | \$4,561.36     | \$4,333.29          |
| 432-0206                      | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 11657              | \$1.00         | \$11,657.00         |
| 415-5000                      | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME              | TN   | 525                | \$82.03        | \$43,065.75         |
| 402-3130                      | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 993                | \$71.68        | \$71,178.24         |
| 413-1000                      | BITUMINUS TACK COAT   | GL   | 2331               | \$0.01         | \$23.31             |
| 636-1020                      | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 6                  | \$20.00        | \$120.00            |
| 636-1036                      | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00            |
| 636-2070                      | GALV STEEL POSTS, TP7   | EA   | 4                  | \$150.00       | \$600.00            |
| 652-5452                      | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 9,992              | \$2.00         | \$19,984.00         |
| 653-1704                      | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 21                 | \$9.00         | \$189.00            |
| <b>Total Bid– Exley Loop</b>  |   |      |                    |                | <b>\$169,198.96</b> |

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| Center Drive, 2,284 Linear Feet |   |      |                    |                |                    |
|---------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                        | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                        | TRAFFIC CONTROL   | LS   | 1                  | \$9,336.62     | \$9,336.62         |
| 210-0200                        | GRADING PER MILE  | LM   | 0.44               | \$4,561.36     | \$2,007.00         |
| 432-0206                        | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 5076               | \$1.00         | \$5,076.00         |
| 415-5000                        | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME              | TN   | 228                | \$82.03        | \$18,702.84        |
| 402-3130                        | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 434                | \$71.68        | \$31,109.12        |
| 413-1000                        | BITUMINUS TACK COAT   | GL   | 1015               | \$0.01         | \$10.15            |
| 636-1020                        | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 6                  | \$20.00        | \$120.00           |
| 636-1036                        | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00           |
| 636-2070                        | GALV STEEL POSTS, TP7   | EA   | 4                  | \$150.00       | \$600.00           |
| 652-5452                        | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 4,568              | \$0.20         | \$913.60           |
| 653-1704                        | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 20                 | \$9.00         | \$180.00           |
| <b>Total Bid— Center Drive</b>  |   |      |                    |                | <b>\$68,285.33</b> |

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| Old Louisville Road from Hwy 119 to Beauregard 6,336 Linear Feet (2 Foot Widening) |   |      |                    |                |                     |
|--|---|------|--------------------|----------------|---------------------|
| Item No.   | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000   | TRAFFIC CONTROL   | LS   | 1                  | \$58,000.00    | \$58,000.00         |
| 205-0001   | UNCLASS EXCAV   | CY   | 650.00             | \$29.37        | \$19,090.50         |
| 210-0200   | GRADING PER MILE  | LM   | 1.20               | \$4,561.36     | \$5,473.63          |
| 310-5080   | GR AGGR BASE CRS, 8 INCH, INCL MATL   | SY   | 1408               | \$21.26        | \$29,934.08         |
| 402-1802   | RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (440 LB/SY)                                   | TN   | 60                 | \$185.09       | \$11,105.40         |
| 402-3130   | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 1918               | \$71.68        | \$137,482.24        |
| 402-3190   | 2 IN RECYCLED ASPH. CONC 19 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME               | TN   | 13                 | \$170.00       | \$2,210.00          |
| 432-0206   | MILL ASPH CONC PVM T, 1 1/2 IN DEPTH  | SY   | 15488              | \$1.00         | \$15,488.00         |
| 413-1000   | BITUMINUS TACK COAT   | GL   | 3098               | \$0.01         | \$30.98             |
| 564-1001   | RAISED PVM T MARKERS, TP1   | EA   | 165                | \$5.00         | \$825.00            |
| 636-1020   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 5                  | \$20.00        | \$100.00            |
| 636-1033   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9  | SF   | 6                  | \$21.00        | \$126.00            |
| 636-1036   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 18                 | \$23.00        | \$414.00            |
| 636-2070   | GALV STEEL POSTS, TP7   | EA   | 9                  | \$150.00       | \$1,350.00          |
| 652-5451   | SOLID TRAFFIC STRIPE, 5 IN, WHITE   | LF   | 12,672             | \$0.20         | \$2,534.40          |
| 652-5452   | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 1,200              | \$0.20         | \$240.00            |
| 652-6502   | SKIP TRAFFIC STRIPE, 5 IN YELLOW  | GLF  | 6,365              | \$0.12         | \$763.80            |
| 653-1704   | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 14                 | \$9.00         | \$126.00            |
| <b>Total Bid– Old Louisville Road</b>  |   |      |                    |                | <b>\$285,294.03</b> |

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| LITTLE MCCALL RD FROM HWY 119 TO ABBEY LN DR 10,680 LINEAR FEET (26 FEET WIDTH) |   |      |                    |                |              |
|---|---|------|--------------------|----------------|--------------|
| Item No.  | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price    |
| 150-1000  | TRAFFIC CONTROL   | LS   | 1                  | \$ 30,000.00   | \$30,000.00  |
| 210-0200  | GRADING PER MILE  | LM   | 2.00               | \$ 4,445.21    | \$8,890.42   |
| 402-1802  | RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME (440 LB/SY)                                    | TN   | 150                | \$ 185.09      | \$27,763.50  |
| 401-1812  | RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME   | TN   | 50                 | \$ 95.00       | \$4,750.00   |
| 402-3130  | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 3310               | \$ 71.68       | \$237,260.80 |
| 413-1000  | BITUMINUS TACK COAT   | GL   | 5933               | \$ 3.00        | \$17,799.00  |
| 654-1001  | RAISED PVMT MARKERS, TP1  | EA   | 228                | \$ 5.00        | \$1,140.00   |
| 636-1033  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9  | SF   | 32                 | \$ 21.00       | \$672.00     |
| 636-1036  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 30                 | \$ 23.00       | \$690.00     |
| 636-2070  | GALV STEEL POSTS, TP7   | EA   | 13                 | \$ 150.00      | \$1,950.00   |
| 652-5451  | SOLID TRAFFIC STRIPE, 5 IN, WHITE   | LF   | 21,360             | \$ 0.20        | \$4,272.00   |
| 652-5452  | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 14,595             | \$ 0.20        | \$2,919.00   |
| 652-6502  | SKIP TRAFFIC STRIPE, 5 IN YELLOW  | GLF  | 5,655              | \$ 0.12        | \$678.60     |
| 653-1704  | THERMOPLASTIC SOLD TRAF STRIPE, 24IN, WHITE   | LF   | 14                 | \$ 9.00        | \$126.00     |
| LITTLE MCCALL RD  |   |      |                    |                | \$338,911.32 |

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## PROJECT 2 – TSPLOST

| Beecher Drive, 5,909 Linear Feet |   |      |                    |                |                     |
|----------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                         | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                         | TRAFFIC CONTROL   | LS   | 1                  | \$21,246.83    | \$21,246.83         |
| 210-0200                         | GRADING PER MILE  | LM   | 1.12               | \$4,561.36     | \$5,108.72          |
| 432-0206                         | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 13379              | \$1.00         | \$13,379.00         |
| 415-5000                         | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 602                | \$82.03        | \$49,382.06         |
| 402-3130                         | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 1128               | \$71.68        | \$80,855.04         |
| 413-1000                         | BITUMINUS TACK COAT   | GL   | 2676               | \$0.01         | \$26.76             |
| 636-1020                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00             |
| 636-1036                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00            |
| 636-2070                         | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00            |
| 652-5452                         | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 11,818             | \$0.20         | \$2,363.60          |
| 653-1704                         | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 10                 | \$9.00         | \$90.00             |
| <b>Total Bid– Beecher Drive</b>  |   |      |                    |                | <b>\$172,927.01</b> |

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| Red Maple Drive, 1,013 Linear Feet |   |      |                    |                |                    |
|------------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                           | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                           | TRAFFIC CONTROL   | LS   | 1                  | \$6,973.23     | \$6,973.23         |
| 210-0200                           | GRADING PER MILE  | LM   | 0.19               | \$4,561.36     | \$866.66           |
| 432-0206                           | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 2608               | \$1.00         | \$2,608.00         |
| 415-5000                           | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 117                | \$82.03        | \$9,597.51         |
| 402-3130                           | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 220                | \$71.68        | \$15,769.60        |
| 413-1000                           | BITUMINUS TACK COAT   | GL   | 522                | \$0.01         | \$5.22             |
| 636-1020                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00            |
| 636-1036                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00           |
| 636-2070                           | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00           |
| 652-5452                           | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 2,026              | \$0.20         | \$405.20           |
| 653-1704                           | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 11                 | \$9.00         | \$99.00            |
| <b>Total Bid-- Red Maple Drive</b> |   |      |                    |                | <b>\$36,799.42</b> |

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| Timbergate Lane, 2,825 Linear Feet |   |      |                    |                |                    |
|------------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                           | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                           | TRAFFIC CONTROL   | LS   | 1                  | \$13,830.14    | \$13,830.14        |
| 210-0200                           | GRADING PER MILE  | LM   | 0.54               | \$4,561.36     | \$2,463.13         |
| 432-0206                           | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 7146               | \$1.00         | \$7,146.00         |
| 415-5000                           | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 322                | \$82.03        | \$26,413.66        |
| 402-3130                           | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 604                | \$70.42        | \$42,533.68        |
| 413-1000                           | BITUMINUS TACK COAT   | GL   | 1429               | \$0.01         | \$14.29            |
| 636-1020                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00            |
| 636-1036                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00           |
| 636-2070                           | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00           |
| 652-5452                           | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 5,650              | \$0.20         | \$1,130.00         |
| 653-1704                           | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 0                  | \$9.00         | \$0.00             |
| <b>Total Bid– Timbergate Lane</b>  |   |      |                    |                | <b>\$94,005.90</b> |

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| Timbergate Drive, 567 Linear Feet |   |      |                    |                |             |
|-----------------------------------|---|------|--------------------|----------------|-------------|
| Item No.                          | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price   |
| 150-1000                          | TRAFFIC CONTROL   | LS   | 1                  | \$6,086.96     | \$6,086.96  |
| 210-0200                          | GRADING PER MILE  | LM   | 0.11               | \$4,561.36     | \$501.75    |
| 432-0206                          | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 1386               | \$1.00         | \$1,386.00  |
| 415-5000                          | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 62                 | \$82.03        | \$5,085.86  |
| 402-3130                          | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 114                | \$71.68        | \$8,171.52  |
| 413-1000                          | BITUMINUS TACK COAT   | GL   | 277                | \$0.01         | \$2.77      |
| 636-1020                          | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00     |
| 636-1036                          | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00    |
| 636-2070                          | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00    |
| 652-5452                          | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 1,134              | \$0.20         | \$226.80    |
| 653-1704                          | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 22                 | \$9.00         | \$198.00    |
| Total Bid– Timbergate Drive       |   |      |                    |                | \$22,134.66 |

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| Timbergate Trail, 2,103 Linear Feet |   |      |                    |                |             |
|-------------------------------------|---|------|--------------------|----------------|-------------|
| Item No.                            | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price   |
| 150-1000                            | TRAFFIC CONTROL   | LS   | 1                  | \$10,697.11    | \$10,697.11 |
| 210-0200                            | GRADING PER MILE  | LM   | 0.40               | \$4,561.36     | \$1,824.54  |
| 432-0206                            | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 5381               | \$1.00         | \$5,381.00  |
| 415-5000                            | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 242                | \$82.03        | \$19,851.26 |
| 402-3130                            | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 454                | \$71.68        | \$32,542.72 |
| 413-1000                            | BITUMINUS TACK COAT   | GL   | 1076               | \$0.01         | \$10.76     |
| 636-1020                            | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00     |
| 636-1036                            | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00    |
| 636-2070                            | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00    |
| 652-5452                            | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 4,206              | \$0.20         | \$841.20    |
| 653-1704                            | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 0                  | \$9.00         | \$0.00      |
| Total Bid– Timbergate Trail         |   |      |                    |                | \$71,623.59 |

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| Abercorn Road, 3,506 Linear Feet |   |      |                    |                |                     |
|----------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                         | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                         | TRAFFIC CONTROL   | LS   | 1                  | \$15,159.55    | \$15,159.55         |
| 210-0200                         | GRADING PER MILE  | LM   | 0.67               | \$4,561.36     | \$3,056.11          |
| 432-0206                         | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 7791               | \$1.00         | \$7,791.00          |
| 415-5000                         | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 351                | \$82.03        | \$28,792.53         |
| 402-3130                         | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 648                | \$71.68        | \$46,448.64         |
| 413-1000                         | BITUMINUS TACK COAT   | GL   | 1558               | \$0.01         | \$15.58             |
| 636-1020                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00             |
| 636-1036                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00            |
| 636-2070                         | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00            |
| 652-5452                         | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 7,012              | \$0.20         | \$1,402.40          |
| 653-1704                         | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 10                 | \$0.00         | \$0.00              |
| <b>Total Bid– Abercorn Road</b>  |   |      |                    |                | <b>\$103,140.81</b> |

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| Abercorn Landing Road, 631 Linear Feet  |   |      |                    |                |                    |
|---|---|------|--------------------|----------------|--------------------|
| Item No.                                | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                                | TRAFFIC CONTROL   | LS   | 1                  | \$8,038.29     | \$8,038.29         |
| 210-0200                                | GRADING PER MILE  | LM   | 0.12               | \$4,561.36     | \$547.36           |
| 432-0206                                | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 2273               | \$1.00         | \$2,273.00         |
| 415-5000                                | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 102                | \$82.03        | \$8,367.06         |
| 402-3130                                | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 188                | \$71.68        | \$13,475.84        |
| 413-1000                                | BITUMINUS TACK COAT   | GL   | 455                | \$0.01         | \$4.55             |
| 636-1020                                | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00            |
| 636-1036                                | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00           |
| 636-2070                                | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00           |
| 652-5452                                | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 1,262              | \$0.20         | \$252.40           |
| 653-1704                                | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 11                 | \$9.00         | \$99.00            |
| <b>Total Bid– Abercorn Landing Road</b> |   |      |                    |                | <b>\$33,532.50</b> |

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| Mill Pond Road, 11,415 Linear Feet |   |      |                    |                |                     |
|------------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                           | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                           | TRAFFIC CONTROL   | LS   | 1                  | \$38,505.74    | \$38,505.74         |
| 210-0200                           | GRADING PER MILE  | LM   | 2.16               | \$4,561.36     | \$9,852.54          |
| 432-0206                           | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 27903              | \$1.00         | \$27,903.00         |
| 415-5000                           | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 1256               | \$82.03        | \$103,029.68        |
| 402-3130                           | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 2324               | \$71.68        | \$166,584.32        |
| 413-1000                           | BITUMINUS TACK COAT   | GL   | 5581               | \$0.01         | \$55.81             |
| 636-1020                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 36                 | \$20.00        | \$720.00            |
| 636-1036                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00            |
| 636-2070                           | GALV STEEL POSTS, TP7   | EA   | 14                 | \$150.00       | \$2,100.00          |
| 652-5452                           | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 22,830             | \$0.20         | \$4,566.00          |
| 653-1704                           | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 11                 | \$9.00         | \$99.00             |
| <b>Total Bid– Mill Pond Road</b>   |   |      |                    |                | <b>\$353,646.09</b> |

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| Waldhour Road, 5,578 Linear Feet |   |      |                    |                |                     |
|----------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                         | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                         | TRAFFIC CONTROL   | LS   | 1                  | \$22,459.60    | \$22,459.60         |
| 210-0200                         | GRADING PER MILE  | LM   | 1.06               | \$4,561.36     | \$4,835.04          |
| 432-0206                         | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 13635              | \$1.00         | \$13,635.00         |
| 415-5000                         | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 614                | \$82.03        | \$50,366.42         |
| 402-3130                         | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 1155               | \$71.68        | \$82,790.40         |
| 413-1000                         | BITUMINUS TACK COAT   | GL   | 2727               | \$0.01         | \$27.27             |
| 636-1020                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 6                  | \$20.00        | \$120.00            |
| 636-1036                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00            |
| 636-2070                         | GALV STEEL POSTS, TP7   | EA   | 4                  | \$150.00       | \$600.00            |
| 652-5452                         | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 11,156             | \$0.20         | \$2,231.20          |
| 653-1704                         | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 11                 | \$9.00         | \$99.00             |
| <b>Total Bid– Waldhour Road</b>  |   |      |                    |                | <b>\$177,393.93</b> |

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| Long Pond Road, 5,758 Linear Feet |   |      |                    |                |                     |
|-----------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                          | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                          | TRAFFIC CONTROL   | LS   | 1                  | \$22,902.74    | \$22,902.74         |
| 210-0200                          | GRADING PER MILE  | LM   | 1.06               | \$4,561.36     | \$4,835.04          |
| 432-0206                          | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 12156              | \$1.00         | \$12,156.00         |
| 415-5000                          | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 547                | \$82.03        | \$44,870.41         |
| 402-3130                          | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 1019               | \$71.68        | \$73,041.92         |
| 413-1000                          | BITUMINUS TACK COAT   | GL   | 2431               | \$0.01         | \$24.31             |
| 636-1020                          | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00             |
| 636-1036                          | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00            |
| 636-2070                          | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00            |
| 652-5452                          | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 11,516             | \$0.20         | \$2,303.20          |
| 653-1704                          | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 29                 | \$9.00         | \$261.00            |
| <b>Total Bid– Long Pond Road</b>  |   |      |                    |                | <b>\$160,869.62</b> |

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| Edgewood Road, 3,271 Linear Feet |   |      |                    |                |                     |
|----------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                         | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                         | TRAFFIC CONTROL   | LS   | 1                  | \$16,520.04    | \$16,520.04         |
| 210-0200                         | GRADING PER MILE  | LM   | 1.12               | \$3,255.54     | \$3,646.20          |
| 432-0206                         | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 8788               | \$1.00         | \$8,788.00          |
| 415-5000                         | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 395                | \$82.03        | \$32,401.85         |
| 402-3130                         | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 741                | \$71.68        | \$53,114.88         |
| 413-1000                         | BITUMINUS TACK COAT   | GL   | 1758               | \$0.01         | \$17.58             |
| 636-1020                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00             |
| 636-1036                         | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00            |
| 636-2070                         | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00            |
| 652-5452                         | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 6,542              | \$0.20         | \$1,308.40          |
| 653-1704                         | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 12                 | \$9.00         | \$108.00            |
| <b>Total Bid– Edgewood Road</b>  |   |      |                    |                | <b>\$116,379.95</b> |

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| Zettler Loop Road, 3,586 Linear Feet |   |      |                    |                |                     |
|--------------------------------------|---|------|--------------------|----------------|---------------------|
| Item No.                             | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                             | TRAFFIC CONTROL   | LS   | 1                  | \$41,000.00    | \$41,000.00         |
| 210-0200                             | GRADING PER MILE  | LM   | 0.68               | \$4,561.36     | \$3,101.72          |
| 432-0206                             | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 8367               | \$1.00         | \$8,367.00          |
| 415-5000                             | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 377                | \$82.03        | \$30,925.31         |
| 402-3130                             | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 717                | \$71.68        | \$51,394.56         |
| 413-1000                             | BITUMINUS TACK COAT   | GL   | 1673               | \$0.01         | \$16.73             |
| 636-1020                             | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 6                  | \$20.00        | \$120.00            |
| 636-1036                             | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00            |
| 636-2070                             | GALV STEEL POSTS, TP7   | EA   | 4                  | \$150.00       | \$600.00            |
| 652-5452                             | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 7,172              | \$0.20         | \$1,434.40          |
| 653-1704                             | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 21                 | \$9.00         | \$189.00            |
| <b>Total Bid– Zettler Loop Road</b>  |   |      |                    |                | <b>\$137,378.72</b> |

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| Harley Road, 1,677 Linear Feet |   |      |                    |                |                    |
|--------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                       | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                       | TRAFFIC CONTROL   | LS   | 1                  | \$9,958.55     | \$9,958.55         |
| 210-0200                       | GRADING PER MILE  | LM   | 0.32               | \$4,561.36     | \$1,459.64         |
| 432-0206                       | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 4099               | \$1.00         | \$4,099.00         |
| 415-5000                       | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 184                | \$82.03        | \$15,093.52        |
| 402-3130                       | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 349                | \$71.68        | \$25,016.32        |
| 413-1000                       | BITUMINUS TACK COAT   | GL   | 820                | \$0.01         | \$8.20             |
| 636-1020                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00            |
| 636-1036                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00           |
| 636-2070                       | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00           |
| 652-5452                       | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 3,354              | \$0.20         | \$670.80           |
| 653-1704                       | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 11                 | \$9.00         | \$99.00            |
| <b>Total Bid– Harley Road</b>  |   |      |                    |                | <b>\$56,880.03</b> |

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| Kelly Drive, 1,592 Linear Feet |   |      |                    |                |             |
|--------------------------------|---|------|--------------------|----------------|-------------|
| Item No.                       | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price   |
| 150-1000                       | TRAFFIC CONTROL   | LS   | 1                  | \$9,810.84     | \$9,810.84  |
| 210-0200                       | GRADING PER MILE  | LM   | 0.30               | \$4,561.36     | \$1,368.41  |
| 432-0206                       | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 3538               | \$1.00         | \$3,538.00  |
| 415-5000                       | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 159                | \$82.03        | \$13,042.77 |
| 402-3130                       | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 303                | \$71.68        | \$21,719.04 |
| 413-1000                       | BITUMINUS TACK COAT   | GL   | 708                | \$0.01         | \$7.08      |
| 636-1020                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00     |
| 636-1036                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00    |
| 636-2070                       | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00    |
| 652-5452                       | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 3,184              | \$0.20         | \$636.80    |
| 653-1704                       | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 10                 | \$9.00         | \$90.00     |
| Total Bid– Kelly Drive         |   |      |                    |                | \$50,687.94 |

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| Robin Road, 780 Linear Feet  |   |      |                    |                |                    |
|------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                     | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                     | TRAFFIC CONTROL   | LS   | 1                  | \$10,183.94    | \$10,183.94        |
| 210-0200                     | GRADING PER MILE  | LM   | 0.15               | \$4,561.36     | \$684.20           |
| 432-0206                     | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 1841               | \$1.00         | \$1,841.00         |
| 415-5000                     | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 83                 | \$82.03        | \$6,808.49         |
| 402-3130                     | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 159                | \$71.68        | \$11,397.12        |
| 413-1000                     | BITUMINUS TACK COAT   | GL   | 368                | \$0.01         | \$3.68             |
| 636-1020                     | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00            |
| 636-1036                     | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00           |
| 636-2070                     | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00           |
| 652-5452                     | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 1,560              | \$0.20         | \$312.00           |
| 653-1704                     | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 10                 | \$9.00         | \$90.00            |
| <b>Total Bid– Robin Road</b> |   |      |                    |                | <b>\$31,795.43</b> |

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| George Road, 2,473 Linear Feet |   |      |                    |                |                    |
|--------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                       | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                       | TRAFFIC CONTROL   | LS   | 1                  | \$13,239.29    | \$13,239.29        |
| 210-0200                       | GRADING PER MILE  | LM   | 0.47               | \$4,561.36     | \$2,143.84         |
| 432-0206                       | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 5629               | \$1.00         | \$5,629.00         |
| 415-5000                       | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 253                | \$82.03        | \$20,753.59        |
| 402-3130                       | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 482                | \$71.68        | \$34,549.76        |
| 413-1000                       | BITUMINUS TACK COAT   | GL   | 1126               | \$0.01         | \$11.26            |
| 636-1020                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 3                  | \$20.00        | \$60.00            |
| 636-1036                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 5                  | \$23.00        | \$115.00           |
| 636-2070                       | GALV STEEL POSTS, TP7   | EA   | 2                  | \$150.00       | \$300.00           |
| 652-5452                       | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 4,946              | \$0.20         | \$989.20           |
| 653-1704                       | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 10                 | \$9.00         | \$90.00            |
| <b>Total Bid– George Road</b>  |   |      |                    |                | <b>\$77,880.94</b> |

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| Mount Pleasant Road, 8,918 Linear Feet |   |      |                    |                |                     |
|--|---|------|--------------------|----------------|---------------------|
| Item No.                               | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price           |
| 150-1000                               | TRAFFIC CONTROL   | LS   | 1                  | \$16,764.94    | \$16,764.94         |
| 210-0200                               | GRADING PER MILE  | LM   | 1.69               | \$4,561.36     | \$7,708.70          |
| 432-0206                               | MILL ASPH CONC PVMPT, 1 1/2 IN DEPTH  | SY   | 18827              | \$1.00         | \$18,827.00         |
| 415-5000                               | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 847                | \$82.03        | \$69,479.41         |
| 402-3130                               | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 1597               | \$71.68        | \$114,472.96        |
| 413-1000                               | BITUMINUS TACK COAT   | GL   | 3765               | \$0.01         | \$37.65             |
| 636-1020                               | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 30                 | \$20.00        | \$600.00            |
| 636-1036                               | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00            |
| 636-2070                               | GALV STEEL POSTS, TP7   | EA   | 12                 | \$150.00       | \$1,800.00          |
| 652-5452                               | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 17,836             | \$0.20         | \$3,567.20          |
| 653-1704                               | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 19                 | \$9.00         | \$171.00            |
| <b>Total Bid– Mount Pleasant Road</b>  |   |      |                    |                | <b>\$233,658.86</b> |

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| Railroad Avenue, 3,011 Linear Feet |   |      |                    |                |                    |
|------------------------------------|---|------|--------------------|----------------|--------------------|
| Item No.                           | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000                           | TRAFFIC CONTROL   | LS   | 1                  | \$14,273.28    | \$14,273.28        |
| 210-0200                           | GRADING PER MILE  | LM   | 0.57               | \$4,561.36     | \$2,599.98         |
| 432-0206                           | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 6357               | \$1.00         | \$6,357.00         |
| 415-5000                           | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 286                | \$82.03        | \$23,460.58        |
| 402-3130                           | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 538                | \$71.68        | \$38,563.84        |
| 413-1000                           | BITUMINUS TACK COAT   | GL   | 1271               | \$0.01         | \$12.71            |
| 636-1020                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 12                 | \$20.00        | \$240.00           |
| 636-1036                           | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$23.00        | \$230.00           |
| 636-2070                           | GALV STEEL POSTS, TP7   | EA   | 6                  | \$150.00       | \$900.00           |
| 652-5452                           | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 6,022              | \$0.20         | \$1,204.40         |
| 653-1704                           | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 19                 | \$9.00         | \$171.00           |
| <b>Total Bid– Railroad Avenue</b>  |   |      |                    |                | <b>\$88,012.79</b> |

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| Reiser Road, 4,813 Linear Feet |   |      |                    |                |                      |
|--------------------------------|---|------|--------------------|----------------|----------------------|
| Item No.                       | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price            |
| 150-1000                       | TRAFFIC CONTROL   | LS   | 1                  | \$ 17,522.94   | \$ 17,522.94         |
| 210-0200                       | GRADING PER MILE  | LM   | 0.91               | \$ 4,561.36    | \$ 4,150.84          |
| 432-0206                       | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 10236              | \$ 1.00        | \$ 10,236.00         |
| 415-5000                       | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, INCL BITUM MATL & H LIME                | TN   | 461                | \$ 82.03       | \$ 37,815.83         |
| 402-3130                       | 1.5 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY) | TN   | 864                | \$ 71.68       | \$ 61,931.52         |
| 413-1000                       | BITUMINUS TACK COAT   | GL   | 2047               | \$ 0.01        | \$ 20.47             |
| 636-1020                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3   | SF   | 6                  | \$ 20.00       | \$ 120.00            |
| 636-1036                       | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 10                 | \$ 23.00       | \$ 230.00            |
| 636-2070                       | GALV STEEL POSTS, TP7   | EA   | 6                  | \$ 150.00      | \$ 900.00            |
| 652-5452                       | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 9,626              | \$ 0.20        | \$ 1,925.20          |
| 653-1704                       | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE  | LF   | 19                 | \$ 9.00        | \$ 171.00            |
| <b>Total Bid– Reiser Road</b>  |   |      |                    |                | <b>\$ 135,023.80</b> |

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| Old Augusta Road from Rincon Stillwell Road to Fort Howard Road 13,000 Linear Feet |   |      |                    |                |              |
|--|---|------|--------------------|----------------|--------------|
| Item No.   | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price    |
| 150-1000   | TRAFFIC CONTROL   | LS   | 1                  | \$293,000.00   | \$293,000.00 |
| 210-0200   | GRADING PER MILE  | LM   | 2.46               | \$4,561.36     | \$11,220.95  |
| 415-5000   | 1 IN ASPH CONC OPEN GRADED CRACK RELIEF INTERLAYER, GP2 ONLY, BITUM MATL & H LIME                   | TN   | 2070               | \$82.03        | \$169,802.10 |
| 402-3130   | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 3795               | \$71.68        | \$272,025.60 |
| 413-1000   | BITUMINUS TACK COAT   | GL   | 9200               | \$0.01         | \$92.00      |
| 654-1001   | RAISED PVMT MARKERS, TP1  | EA   | 370                | \$5.00         | \$1,850.00   |
| 636-1033   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9  | SF   | 32                 | \$21.00        | \$672.00     |
| 636-1036   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11   | SF   | 30                 | \$23.00        | \$690.00     |
| 636-2070   | GALV STEEL POSTS, TP7   | EA   | 13                 | \$150.00       | \$1,950.00   |
| 652-5451   | SOLID TRAFFIC STRIPE, 5 IN, WHITE   | LF   | 23,876             | \$0.20         | \$4,775.20   |
| 652-5452   | SOLID TRAFFIC STRIPE, 5 IN, YELLOW  | LF   | 9,690              | \$0.20         | \$1,938.00   |
| 652-6502   | SKIP TRAFFIC STRIPE, 5 IN YELLOW  | GLF  | 8,140              | \$0.12         | \$976.80     |
| 653-0100   | THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL  | EA   | 2                  | \$500.00       | \$1,000.00   |
| 653-0120   | THERMOPLASTIC PVMT MARKING, ARROW, TP2  | EA   | 17                 | \$75.00        | \$1,275.00   |
| 653-1706   | THERMOPLASTIC SOLD TRAF STRIPE, 24IN, YELLOW  | LF   | 230                | \$9.00         | \$2,070.00   |
| Total Bid– Old Augusta Road S  |   |      |                    |                | \$763,337.65 |

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| ALTERNATE NO. 1 – Misc. Striping and Pavement Marking Removal |  |      |                    |                |                    |
|---|--|------|--------------------|----------------|--------------------|
| Item No.  | Description  | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000  | TRAFFIC CONTROL                                    | LS   | 1                  | \$3,500.00     | \$3,500.00         |
| 564-1001  | RAISED PVMT MARKERS, TP 1                          | EA   | 3,500              | \$5.00         | \$17,500.00        |
| 652-5451  | SOLID TRAFFIC STRIPE, 5 IN, WHITE                  | LF   | 60,000             | \$0.20         | \$12,000.00        |
| 652-5452  | SOLID TRAFFIC STRIPE, 5 IN, YELLOW                 | LF   | 30,000             | \$0.20         | \$6,000.00         |
| 652-6502  | SKIP TRAFFIC STRIPE, 5 IN, YELLOW                  | LF   | 30,000             | \$0.12         | \$3,600.00         |
| 653-1704  | THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE       | LF   | 50                 | \$9.00         | \$450.00           |
| 653-0100  | THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL | EA   | 4                  | \$500.00       | \$2,000.00         |
| 653-0120  | THERMOPLASTIC PVMT MARKING, ARROW, TP2             | EA   | 10                 | \$75.00        | \$750.00           |
| 636-1020  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3      | SF   | 50                 | \$20.00        | \$1,000.00         |
| 636-1033  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9       | SF   | 350                | \$21.00        | \$7,350.00         |
| 636-1036  | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11      | SF   | 50                 | \$23.00        | \$1,150.00         |
| 636-2070  | GALV STEEL POSTS, TP7                              | EA   | 150                | \$150.00       | \$22,500.00        |
| <b>Total Bid– ALTERNATE NO. 1</b>                             |  |      |                    |                | <b>\$77,800.00</b> |

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| ALTERNATE NO. 2 – Labrador Lane Cul-de-sac                 |   |      |                    |                |                    |
|--|---|------|--------------------|----------------|--------------------|
| Item No.   | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price          |
| 150-1000   | TRAFFIC CONTROL   | LS   | 1                  | \$2,000.00     | \$2,000.00         |
| 413-1000   | BITUMINUS TACK COAT   | GL   | 110                | \$4.50         | \$495.00           |
| 432-0206   | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH   | SY   | 30                 | \$1.00         | \$30.00            |
| 402-3130   | 2 IN RECYCLED ASPH. CONC 12.5 mm SUPERPAVE, TYPE 1, GP 2 ONLY, INCL BITUM MATL & H LIME (220 LB/SY) | TN   | 124                | \$125.00       | \$15,500.00        |
| <b>Total Bid– ALTERNATE NO. 2 Labrador Lane Cul-de-sac</b> |   |      |                    |                | <b>\$18,025.00</b> |

Labrador Lane Scope: Overlaying approximately half of cul-de-sac with 2 inch asphalt and regrading approximately half of cul-de-sac to match proposed elevations in order to create positive drainage flow around the cul-de-sac. Shoulder regrading to be performed by County staff.

**Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

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

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
    - a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the Engineer, the County will

retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

#### 6.03 *Final Payment*

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

### **ARTICLE 7 – INTEREST**

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

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 33, inclusive).

2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 9 inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 2 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 65 inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 62, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 1, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

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

## **ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK**

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

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

## ARTICLE 11 – INDEMNIFICATION

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



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

## **ARTICLE 12 – INDEPENDENT CONTRACTOR**

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

## **ARTICLE 13 – MISCELLANEOUS**

### **13.01 *Terms***

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

### **13.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

ITB No. 21-25-005 – 2021 Road Resurfacing Project

- B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

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

13.04 *Severability*

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

13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ITB No. 21-25-005 – 2021 Road Resurfacing Project

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

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

COUNTY:

Effingham County Board of Commissioners

By: \_\_\_\_\_

Title: Chairman

CONTRACTOR:

\_\_\_McLendon Enterprises, Inc. \_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: County Clerk

Address for giving notices:

601 N. Laurel Street  
Springfield, GA 31329

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ITB No. 21-25-005 – 2021 Road Resurfacing Project

NOTICE TO PROCEED

TO: McLendon Enterprises, Inc.

RE: NOTICE TO PROCEED – CONSTRUCTION

**ITB No. 21-25-005 - 2021 Road Resurfacing Project**

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within **240** calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to **\$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021

Effingham County Board of Commissioners

\_\_\_\_\_  
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## Staff Report

**Subject:** SPLOST 2022 Project Lists  
**Author:** Tim Callanan, County Manager  
**Department:** Administration  
**Meeting Date:** July 20, 2021  
**Item Description:** Consideration to approve Level 2 Countywide project list and unincorporated project list associated with the reimposition of the Countywide SPLOST.

### Summary Recommendation:

Staff is requesting approval of the Level 2 Countywide and unincorporated project lists regarding the reimposition of the countywide SPLOST.

### Executive Summary:

Effingham County intends to put the SPLOST renewal on the November ballot:

- The current 2017 SPLOST expires in June 2022 and lasted 5 years.
- Effingham County and its 3 municipalities must approve project lists for capital project expenditures for revenue generated with the SPLOST
- Effingham County has 2 projects lists, one for countywide projects and one for its pro rata share of funds for the incorporated area based on population.
- The Level 2 list is funded by 20% of total collections estimated to be \$16 million
- The unincorporated list is funded by it pro rata share and estimated to be \$47,622,400.

### Background:

Once approved by Board of Commissioners these lists will be included as an exhibit on the IGA with the municipalities and on the Call for Referendum Resolution to be approved at the August 3<sup>rd</sup> Board of Commissioners Meeting. Then it would be sent to County Elections Supervisor for inclusion on the November Ballot.

### Alternatives for Commission to Consider:

1. Approve the Level 2 Countywide and unincorporated project lists regarding the reimposition of the countywide SPLOST.
2. Do not approve the Level 2 Countywide and unincorporated project lists regarding the reimposition of the countywide SPLOST.
3. Provide Staff with Direction

**Recommended Alternative:** Staff recommends Alternative# 1

**Other Alternatives:** N/A

**Department Review:** Administration/County Attorney

**Funding Source:** None.

### Attachments:

1. Project lists

## Exhibit A

### Level 2 - Countywide Projects

|  |             | % of Level 2 total |
|--|-------------|--------------------|
| PUBLIC SAFETY CAPITAL PROJECTS                   | \$3,750,000 | 23%                |
| JUDICIAL SYSTEM CAPITAL PROJECTS                 | \$2,050,000 | 13%                |
| HEALTH AND HUMAN SERVICES CAPITAL PROJECTS       | \$4,200,000 | 26%                |
| ADMINISTRATION CAPITAL PROJECTS                  | \$2,000,000 | 13%                |
| ANIMAL SHELTER CAPITAL PROJECTS                  | \$1,500,000 | 9%                 |
| ELECTIONS & REGISTRATION CAPITAL PROJECTS        | \$1,500,000 | 9%                 |
| SAFETY, SECURITY AND TECHNOLOGY CAPITAL PROJECTS | \$1,000,000 | 6%                 |
| <b>ESTIMATED LEVEL 2 TOTAL</b>                   |             | <b>100%</b>        |

## Exhibit B

### Unincorporated Projects

|  |              | % of Unincorp total         |
|--|--------------|-----------------------------|
| PARKS AND RECREATION CAPITAL PROJECTS            | \$24,800,000 | 52.08%                      |
| ROADS AND BRIDGES CAPITAL PROJECTS               | \$6,000,000  | 12.60%                      |
| FIRE DEPARTMENT CAPITAL PROJECTS                 | \$3,700,000  | 7.77%                       |
| DRAINAGE CAPITAL PROJECTS                        | \$2,500,000  | 5.25%                       |
| PUBLIC BUILDINGS CAPITAL PROJECTS                | \$3,300,000  | 6.93%                       |
| WATER AND SEWER CAPITAL PROJECTS                 | \$3,200,000  | 6.72%                       |
| EQUIPMENT CAPITAL OUTLAY                         | \$3,000,000  | 6.30%                       |
| SAFETY, SECURITY AND TECHNOLOGY CAPITAL PROJECTS | \$1,122,400  | 2.36%                       |
| <b>ESTIMATED UNINCORPORATED TOTAL</b>            |              | <b>\$47,622,400 100.00%</b> |



## Staff Report

**Subject:** Sketch Plan (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Daniel Ben-Yisrael** as Agent for **Robert Fletcher & Lynette D. Waldhour** requests approval of a **sketch plan** for “Parker’s Kitchen – Blue Jay Road”. Located at 2366 Hwy 17 S, zoned **B-3**.  
**Map# 326 Parcel# 17C**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the sketch plan for “Parker’s Kitchen – Blue Jay Road”.

### Executive Summary

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.  
*The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- Staff met with the development team via teleconference, and discussed options for improving the entrance location on Bluejay Road, and also preservation of live oak trees on the property close to the intersection of Hwy 17 and Bluejay Road.
- The submitted sketch plan showed underground fuel tanks in the tree area. Staff directed the applicants to submit a revised sketch plan showing more effort to preserve the trees.
- Options discussed at the meeting include
  - underground storage of stormwater, with septic drainfields moved to the area near the trees.
  - surrounding trees with a parking island, with a pervious paving parking area at the drip line.
- In a revised sketch plan, the Bluejay Road entrance has been aligned with the entrance of the gas station across the road, and meets the approval of the county engineer.
- Staff has requested an increase of the turn radius from 25’ to 30’ at the Bluejay Road entrance, and also more information on efforts to retain existing trees at the site.
- A Traffic Impact Assessment is required, and will include analysis of traffic counts and turn lane warrants.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the sketch plan.
- Peter Higgins seconded the motion. The motion carried unanimously.

### Alternatives

1. **Approve** of the **sketch plan** for “Parker’s Kitchen – Blue Jay Road”.
2. **Deny** the **sketch plan** for “Parker’s Kitchen – Blue Jay Road”.

**Recommended Alternative:** 1

**Other Alternative:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Sketch Plan Application 3. Aerial Photograph  
2. Sketch Plan

## EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

### OFFICIAL USE ONLY

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Parker's Kitchen -Blue Jay Rd

Name of Applicant/Agent Daniel Ben-Yisrael Phone 912.677.0593

Company Name The Parker Companies

Address 17 W. McDonough St, Savannah, GA 31401

Owner of Record Robert Fletcher and Lynette D Waldhour Phone \_\_\_\_\_

Address \_\_\_\_\_

Engineer Dowman, Attn: Yesim Yazgan, PE Phone 843-501-0335

Address 880 Island Park Drive, Suite 400, Charleston, SC 229492

Surveyor Land Surveying Services Phone 864-451-0176

Address 107 Hillcrest Avenue, Simpsonville, SC 29681

Proposed water well Proposed sewer septic

Total acreage of property 4.67 Acreage to be divided 5.01 Number of Lots Proposed NA

Current Zoning AR-1 Rezoning Approved Proposed Zoning B-3 Tax map – Block – Parcel No \_\_\_\_\_ PID: 03260017C00 (326-17C)

Are any variances requested? No If so, please describe: \_\_\_\_\_

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 21<sup>st</sup> day of May, 2021.

McBaum  
Notary

[Signature]  
Applicant

Owner



# EFFINGHAM COUNTY

## SKETCH PLAN CHECKLIST

### OFFICIAL USE ONLY

Subdivision Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

| Office Use                      | Applicant Use  |
|---------------------------------|--|
| <b>(a) Project Information:</b> |  |
| X                               | 1. Proposed name of development.   |
| X                               | 2. Names, addresses and telephone numbers of owner and applicant.  |
| X                               | 3. Name, address and telephone number of person or firm who prepared the plans.                                    |
| X                               | 4. Graphic scale (approximately 1"=100') and north arrow.  |
| X                               | 5. Location map (approximately 1" = 1000').  |
| X                               | 6. Date of preparation and revision dates.   |
| X                               | 7. Acreage to be subdivided.   |
| <b>(b) Existing Conditions:</b> |  |
| X                               | 1. Location of all property lines.   |
| X                               | 2. Existing easements, covenants, reservations, and right-of-ways.   |
| X                               | 3. Buildings and structures.   |
| X                               | 4. Sidewalks, streets, alleys, driveways, parking areas, etc.  |
| X                               | 5. Existing utilities including water, sewer, electric, wells and septic tanks.                                    |
| X                               | 6. Natural or man-made watercourses and bodies of water and wetlands.  |
| N/A                             | 7. Limits of floodplain.   |
| X                               | 8. Existing topography.  |
| X                               | 9. Current zoning district classification and land use.  |
| X                               | 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).                           |
| <b>(c) Proposed Features:</b>   |  |
| X                               | 1. Layout of all proposed lots.  |
| X                               | 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names). |
| X                               | 3. Proposed zoning and land use.   |
| X                               | 4. Existing buildings and structures to remain or be removed.  |
| X                               | 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.                           |
| X                               | 6. Proposed retention/detention facilities and storm-water master plan.  |

|   |  |   |
|---|--|---|
| X |  | 7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed). |
| X |  | 8. Water distribution infrastructure master plan.                                       |

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 26<sup>th</sup> day of May, 2021.

  
Applicant

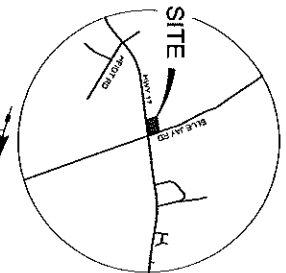
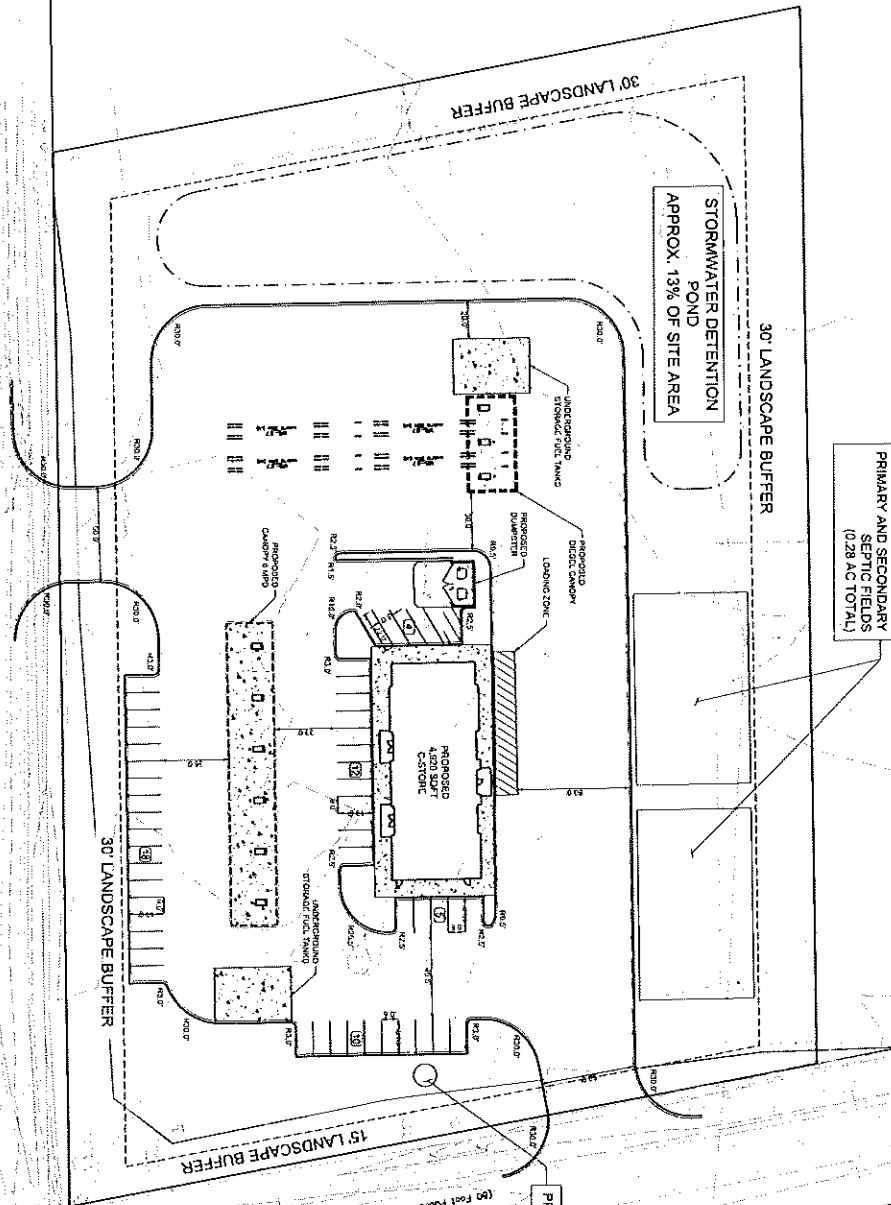
McBain  
Notary

Owner



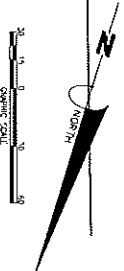
DRAYTON-PARKER COMPANIES, LLC  
17 WEST McDONOUGH STREET  
SAVANNAH, GA 31401  
(903) 224-1742  
CONTACT: THOMAS WATKINS

PROJECT NO. 2021-001  
DATE: 7/20/21  
DRAWN BY: J. WATKINS  
CHECKED BY: J. WATKINS  
APPROVED BY: J. WATKINS



VICINITY MAP  
SCALE: 1" = 2,000'

- GENERAL NOTES:
1. SITE LAYOUT: PARKER'S KITCHEN RESTAURANT
  2. PARKING: 20 SPACES
  3. PROPOSED ZONING: S-10
  4. PROPOSED SITE: CONVENIENCE STORE AND FUEL STATION
  5. JURISDICTION: CHATHAM COUNTY
  6. 1. MANUFACTURE BUILDING
  7. 1.1. 500' X 100' (10' X 10')
  8. 1.2. 500' X 100' (10' X 10')
  9. 1.3. 500' X 100' (10' X 10')
  10. 2.1. PARKING PROVIDED: 20 STANDARD SPACES
  11. 2.2. PARKING PROVIDED: 2 STANDARD SPACES



PLANS FOR  
REVIEW NOT FOR  
CONSTRUCTION

SKETCH PLAN  
PARKER'S KITCHEN  
BLUE JAY ROAD AND HWY 17  
CITY OF GUYTON, GA EFFINGHAM COUNTY, GA

Bowman Consulting Group, LLC  
100 West Park Drive  
Suite 400  
Columbia, SC 29412  
Phone: (803) 521-0330  
Fax: (803) 521-0330  
E: Bowman.Corp@bco.com

**Bowman**

THIS PLAN WAS PREPARED BY THE CONSULTANT FOR THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONSULTANT. THE CONSULTANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONSULTANT. THE CONSULTANT'S LIABILITY IS LIMITED TO THE FEES PAID TO THE CONSULTANT FOR THE PREPARATION OF THIS PLAN.

| NO. | DATE    | DESCRIPTION |
|-----|---------|-------------|
| 1   | 7/20/21 | SKETCH PLAN |
| 2   | 7/20/21 | SKETCH PLAN |
| 3   | 7/20/21 | SKETCH PLAN |
| 4   | 7/20/21 | SKETCH PLAN |
| 5   | 7/20/21 | SKETCH PLAN |
| 6   | 7/20/21 | SKETCH PLAN |
| 7   | 7/20/21 | SKETCH PLAN |
| 8   | 7/20/21 | SKETCH PLAN |
| 9   | 7/20/21 | SKETCH PLAN |
| 10  | 7/20/21 | SKETCH PLAN |



# GRADING AND DRAINAGE NOTES

1. CONNECTION TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.
2. ALL CONNECTIONS TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.
3. ALL CONNECTIONS TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.
4. ALL CONNECTIONS TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.
5. ALL CONNECTIONS TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.
6. ALL CONNECTIONS TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.
7. ALL CONNECTIONS TO EXISTING DRAINAGE SHALL BE DIRECTIONAL.

N.T. 3444, 40.1  
PG. B, PG. 1224, PG. 02100017  
DB 2000, PG. 479  
DC Robert Fletcher & Associates, Inc. 10/20/20

STUDY POINT 1

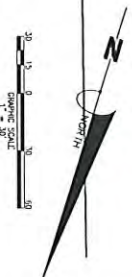
STUDY POINT 2

PRE 1  
DA = 3.40 ACRES  
ROOF = 0.01 ACRES  
LANDSCAPING = 3.39 ACRES

PRE 2  
DA = 1.61 ACRES  
LANDSCAPING = 1.61 ACRES

GEORGIA HIGHWAY 17  
(100 Foot Public Right-of-Way)

BLUE JAY ROAD (CR-156)  
(100 Foot Public Right-of-Way)



PLANS FOR  
REVIEW NOT FOR  
CONSTRUCTION

PRE-DEVELOPMENT DRAINAGE AREA MAP  
PARKER'S KITCHEN  
BLUE JAY ROAD AND HWY 17

CITY OF GUYTON, GA EFFINGHAM COUNTY, GA

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Suite 400  
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Phone: (843) 551-0333  
bowman.com  
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**Bowman**

Plot 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 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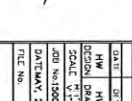
N/S 50W 45-1  
Pg 8, Pg 122 and D252017  
N/S 50W 45-1  
DC Robert Walker & Lynette B. Wadsworth

## STUDY POINT 2

1

Fig. 2. *Salmonella* serotype distribution in 1998.

BLUE JAY ROAD (CR-156)  
(60 Foot Public Right-of-Way)



100

TY OF GUYTON, GA                      EFFINGHAM COUNT

---

# Bowman



N/T Zone: AR-1  
HLL R, PC: 172A PID: 03200017  
DB: 2600, PC: 473  
DC: Robert Fletcher & Lynette D. Walchour

20' ALLOWABLE OFFSET  
FOR POWER POLE

30' LANDSCAPE BUFFER

STORMWATER  
DETENTION  
POND  
APPROX. 12% OF  
SITE AREA

PRIMARY AND  
SECONDARY  
SEPTIC FIELDS  
(0.32 AC TOTAL)

GEORGIA HIGHWAY 17  
(100 Foot Public Right-of-Way)

PROPOSED WELL (6' DIA)

10' LANDSCAPE BUFFER

VICINITY MAP  
SCALE: 1" = 2,000'

SITE

BLUE JAY RD

HWY 7

VICINITY MAP  
SCALE: 1" = 2,000'

**GENERAL NOTICE**

GITE NAME: PARKVIEW EPOCHEN CANTONE

PARTCEL ID:09 002600700

PARTCEL SIZE: 5.071 ACRE

PROPOSED USE: 100% AGRIC

PROPOSED USE: CROPPED GRAIN AND FIELD VEGETATION

JURISDICTION: CANTON OF VALAIS

1. MINIMUM YARD BUFFERS

1.1. FRONT (ALONG HWY 11): 10'

1.2. SIDE: 25 FT (PROPOSED)

1.3. REAR (ALONG BLUE VA RD): 10'

REAR: 25'

2. PARKING

2.1. PROPOSED 2 HANDICAP SPACES

2.2. PROPOSED 2 HANDICAP SPACES

[illegible]

SKETCH PLAN  
PARKER'S KITCHEN  
BLUE JAY ROAD AND HWY 17

CITY OF GUYTON, GA

EFFINGHAM COUNTY, GA

Boorman Consulting Group Ltd  
880 Island Park Drive  
Suite 600  
Crawford, SC 29432  
Phone: (843) 501-0333  
boorman.com  
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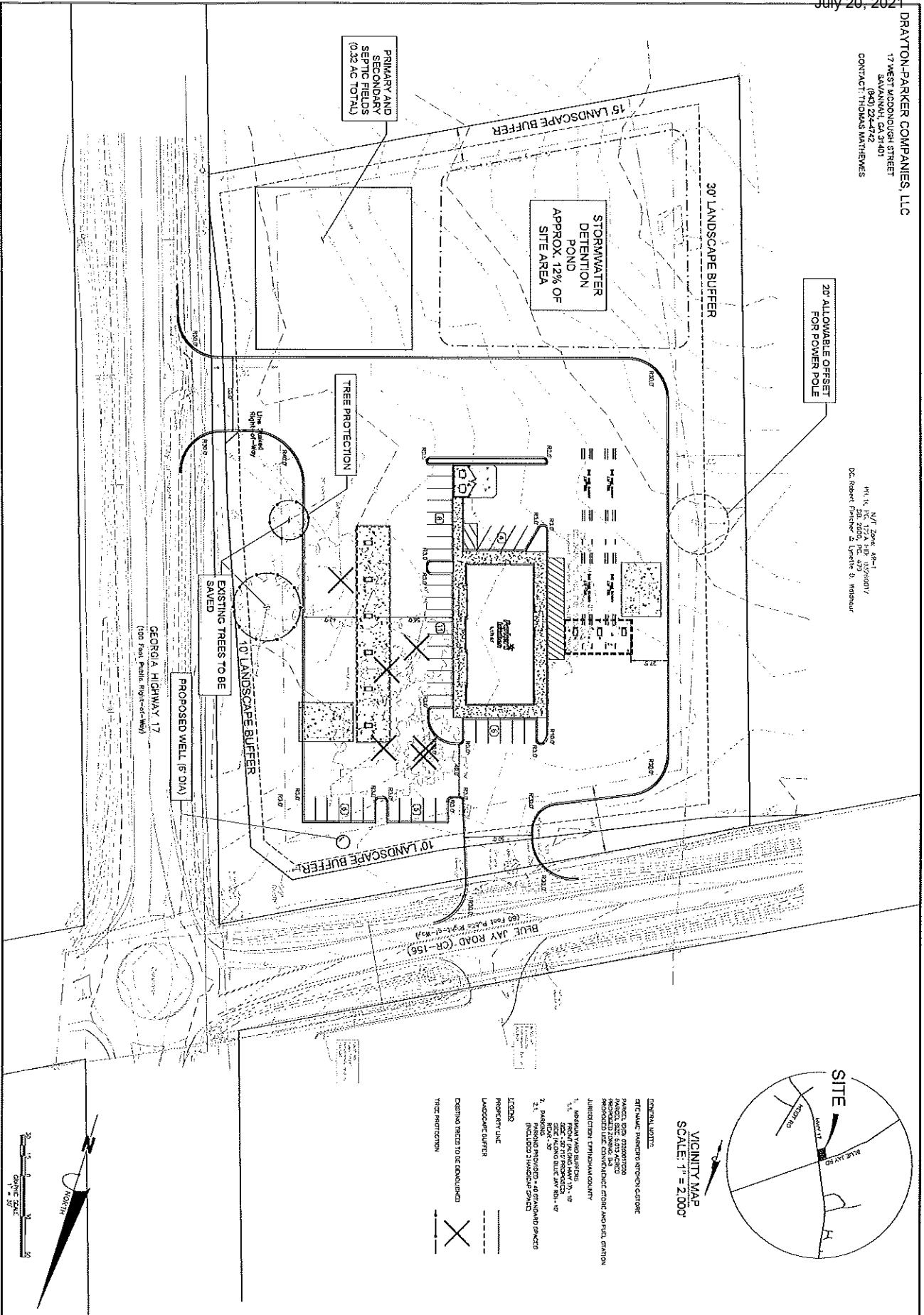
# Bowman

Revised 6/24/2021

PB Presentation 01  
July 20, 2021

DRAUGHTON-PARKER COMPANIES, LLC  
17 WEST MIDCLOUGH STREET  
SAVANNAH, GA 31401  
CONTACT: THOMAS MATHEWS

N/T Zone AB-1  
MFL 16, DC 172A AB-1 (5/15/2007)  
DC Robert Parker 2 Units 8, Wetmore



|   |  |  |                      |
|---|--|--|----------------------|
| <p>SKETCH PLAN<br/>PARKER'S KITCHEN<br/>BLUE JAY ROAD AND HWY 17<br/>CITY OF GUYTON, GA      EFFINGHAM COUNTY, GA</p> |  | <p>Bowman Consulting Group, Inc.<br/>800 Richard Park Drive<br/>Suite 100<br/>Canton, SC 29020<br/>Phone: (803) 557-4323<br/>Bowman@bowman-sc.com<br/>© Bowman Consulting Group, Inc. 2021</p> | <p><b>Bowman</b></p> |
|---|--|--|----------------------|

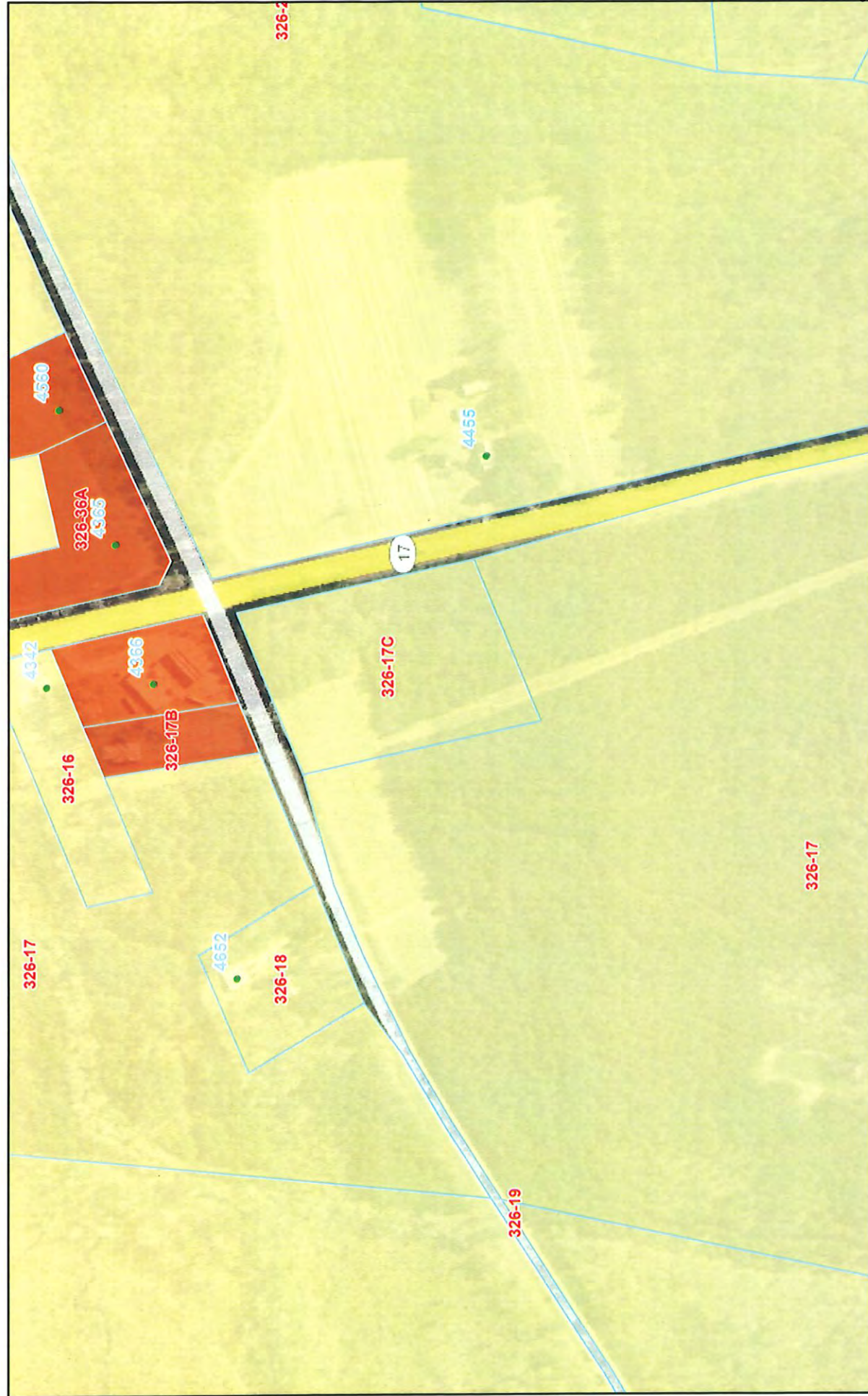


# 4366 HWY 17 S





# 326-17C



5/27/2021, 11:34:20 AM

EffinghamCountyZoneClass B-3

Wetlands May 2021

AR-1

B-2

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Other

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri, Inc., City of Naperville, Illinois, Maxar

**Teresa Concannon**

---

**From:** Teresa Concannon  
**Sent:** Tuesday, June 29, 2021 3:09 PM  
**To:** Cassie Hinely; Zoning Information  
**Subject:** RE: EXTERNAL:Parker's Kitchen Blue Jay Road

Ms. Hinely,

According to the Parker's representative, the proposed Parker's Kitchen on Hwy 17 and Bluejay Road will operate 24 hours per day. There will not be overnight truck parking. Security is to be determined; this is a site specific decision for Parker's.

Let me know if you have additional questions.

Teresa Concannon, AICP  
Planning & Zoning Manager  
Effingham County Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329  
(912)754-8063  
tconcannon@effinghamcounty.org

-----Original Message-----

From: Cassie Hinely [mailto:chinely305@me.com]  
Sent: Tuesday, June 29, 2021 2:01 PM  
To: Zoning Information <ZoningInfo@EffinghamCounty.org>  
Subject: EXTERNAL:Parker's Kitchen Blue Jay Road

Dear Ms. Concannon,

Please see attached letter regarding proposed Parker's Kitchen Blue Jay & 17 S.

Regards,

Cassie M Hinely  
305 343-1114  
chinely305@aol.com

\*\*\*\* 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. \*\*\*\*

Cassie M. Hinely  
4455 GA HWY 17 S  
Guyton, GA. 31312  
(305) 343-1114

June 28<sup>th</sup>, 2021

Effingham County Board  
of Commissioners  
Development Services Department  
Planning & Zoning  
601 North Laurel Street  
Springfield, GA 31329

**RE: Parker's Kitchen – Blue Jay Road 4366 Highway 17 S**

Dear Board of Commissioners,

I write to you regarding the public meeting held on Monday, June 28, 2021 at Effingham County Administrative Complex.

My name is Cassie Michele Hinely, a senior citizen. I live and own the property at 4455 GA HWY 17 S Guyton, GA. 31312 (Map# 326 Parcel# 29) which is directly across from the proposed Parker's Kitchen (Blue Jay Road). I have several safety concerns and questions which I would like to specifically address:

- 1.) Will the proposed Parker's Kitchen (Blue Jay Road) be open for business 24 hours / 7 days a week?
- 2.) I am worried of the kind of the traffic and criminal element it may attract in the late hours of the night and if Parker's Kitchen has a plan of action to mitigate it?
- 3.) Will this specific location allow Semi-Trucks / Truckers to park overnight as I have observed at the Parker's Kitchen, Store #31 in Blitchton off HWY 80?
- 4.) Is Parker's Kitchen (Blue Jay Road) planning on hiring security if the above mentioned issues occur?

Currently the other two businesses, Liberty Gas Station and Dollar General on the intersection of Blue Jay Road and Hwy 17 S close at approximately 10 PM.

I thank you in advance for your attention to this matter. Please feel free to contact me at your earliest convenience.

Sincerely,

Cassie Michele Hinely

## Staff Report

**Subject:** Variance (First District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Countryside Baptist Church** requests a **variance** from the maximum sign size in the AR-2 zoning district. Located at 1201 Noel C. Conaway Road; zoned **AR-2**.  
**Map# 375 Parcel# 4**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a variance from the maximum size for a sign on an AR-2 zoned parcel, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C, Article VII, 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 maximum sign size allowed in any zoning district is 64 square feet. The maximum sign size in AR-2 is 16 square feet.
- The proposed sign will replace an older sign. It will be a double-sided aluminum fabricated, internally lighted, and include an LED message center. The sign will feature a total of 56.10 sf of message area on a 9' X 12' (108 sf) monument structure.
- The Countryside Baptist Church property has approximately 535' of frontage on Hwy 30, across from South Effingham Middle and High Schools. Both schools have large signs for visibility.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the request for a variance from the maximum size allowed for a sign on an AR-2 zoned parcel, with the following condition:
  - The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, or obstruct driver visibility.
- Brad Smith seconded the motion. The motion carried unanimously.

### Alternatives

- Approve** request to waive the maximum size allowed for a sign on an AR-2 parcel, with following conditions:

- The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, or obstruct driver visibility.

- Deny** request to waive the maximum size allowed for a sign on an AR-2 parcel.

### Recommended Alternative: 1

**Department Review:** Development Services  
**Attachments:**

- Variance application
- Ownership Certificate

### Other Alternative: 2

**FUNDING:** N/A  

- Site plan
- Aerial photograph



**ATTACHMENT A - VARIANCE APPLICATION**

Application Date: 5-25-2021

Applicant/Agent: COUNTRYSIDE BAPTIST CHURCH/PATRICK O'TUEL

Applicant Email Address: PASTORPATRICK@CHURCHFORFAMILIES.COM

Phone # 912-728-3253

Applicant Mailing Address: 1201 NOEL C. CONAWAY RD.

City: GUYTON State: GA. Zip Code: 31312

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

Owner's Email Address (if known): CBC@PLANTERS.NET

Phone # 912-728-3253

Owner's Mailing Address: 1201 NOEL C. CONAWAY RD.

City: GUYTON State: GA. Zip Code: 31312

Property Location: 1201 NOEL C. CONAWAY RD.

Name of Development/Subdivision: CHURCH

Present Zoning of Property \_\_\_\_\_ Tax Map-Parcel # \_\_\_\_\_ Total Acres \_\_\_\_\_

**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_

Describe why variance is needed: Adding a new church sign in place of the pre-existing sign.

How does request meet criteria of Section 7.1.8 (see Attachment C): The current church sign is outdated in appearance and technology. The new sign will match our current buildings and structure.

Applicant Signature:  Date 5-25-2021

**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

OCTOBER 17, 1984, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 157 page 379.

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

Owner's signature Richard Flowers

Print Name Richard Flowers

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 26 day of may, 20 21.

Katlyn Nichole Morgan  
Notary Public, State of Georgia





## AUTHORIZATION OF PROPERTY OWNER

I, Richard Flowers, 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 Variance 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: COUNTRYSIDE BAPTIST CHURCH

Applicant/Agent Address: 1201 NOEL C. CONAWAY RD.

City: GUYTON State: GA. Zip Code: 31312

Phone: 912-728-3253 Email: CBC@PLANTERS.NET

Owner's signature Richard Flowers

Print Name Richard Flowers

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 26 day of may, 20 21.

Katlyn Nichole Morgan  
Notary Public, State of Georgia



STATE OF GEORGIA  
COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this 17<sup>th</sup> day of October, 1984 between HUBERT A. SULLIVAN and ULETA D. SULLIVAN of the County of Chatham, and State of Georgia, as Party or Parties of the First Part, hereinafter called Grantor, and TRUSTEES OF COUNTRYSIDE BAPTIST CHURCH 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 & no/100 (\$10.00) Dollars, and other valuable considerations, hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing five (5) acres, more or less, bounded on the East by a public road known as Bethesda Road; on the South by Georgia State Highway 30; and more specifically described in that plat or survey by Paul Weitman, C.S., dated January 20, 1971, recorded in Book J, page 26 of the Surveyor's Records of Effingham County which is specifically incorporated herein as part of this description.

This being a portion of that property conveyed by Mrs. Cassie D. Rumph to Hubert A. Sullivan and Uletha D. Sullivan as evidenced by that Deed recorded in the Office of the Superior Court, Effingham County, Georgia Records in Deed Book 157, page 379.

See resolution dated October 12, 1984, attached hereto and specifically incorporated into this deed for all purposes.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Hubert A. Sullivan (SEAL)  
HUBERT A. SULLIVAN

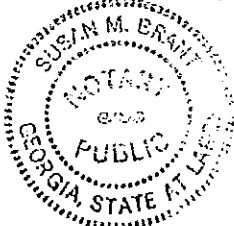
Signed, sealed and delivered  
in the presence of:

Warren Pate  
WITNESS

Susan M. Grant  
NOTARY PUBLIC

Notary Public, Georgia, State at Large  
My Commission Expires June 5, 1991

Uletha D. Sullivan (SEAL)  
ULETA D. SULLIVAN



Effingham County, Georgia  
Real Estate Transfer Tax

Paid \$ 25.00

Date 10-18-84

Elizabeth J. Hursey  
Deputy Clerk of Superior Court

RECORDED OCTOBER 19, 1984

Virginia B. Chavis

DEPUTY CLERK



(1) double-sided fabricated aluminum internally lighted monument sign with LED message center



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**Company Name**  
Countryside Baptist Church

**Property Name & Address**  
1201 Noel C. Conway Rd.  
Guyton, GA 31312

**Bid Number**

**Project Manager**  
DB

**Designer**  
DB

**Date**  
5/07/2021

**Revision Date**

**Filename**

Permit fees and associated costs are not included in the price of this project and are to be provided by the client. Any other fees or costs to your municipality will be provided by the client.

**PERMIT FEES AND ASSOCIATED COSTS ARE NOT INCLUDED IN THE PRICE OF THIS PROJECT. ANY OTHER FEES OR COSTS TO YOUR MUNICIPALITY WILL BE PROVIDED BY THE CLIENT.**

**Consent**  
Consent by 20, 02, 2021

☐ Concern  
☐ Preliminary  
☒ Permit  
☐ Production





**Hough Bean Signs**

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23.72 sq. ft.

30 sq. ft.  
changeable message board

2.38 sq. ft.

1201

X

**Client Verification Required -** By initialing this drawing you agree to the layout, content, and accuracy of this drawing.

|   |                          |                    |                       |
|---|--------------------------|--------------------|-----------------------|
| <b>PERMIT FEES AND ASSOCIATED COSTS ARE NOT INCLUDED IN THE PRICE OF THIS PROJECT AND WILL BE ADDED AT COST TO YOUR FINAL PRICE.</b><br><b>DOCUMENTATION WILL BE PROVIDED</b> | <input type="checkbox"/> | <b>Concept</b>     | <b>Presentment 02</b> |
|   | <input type="checkbox"/> | <b>Preliminary</b> | <b>July 2020/2021</b> |



(1) double-sided fabricated aluminum internally lighted monument sign with LED message center



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**Company Name**  
Countryside Baptist Church

**Property Name & Address**  
1201 Noel C. Conway Rd.  
Guyton, GA 31312

**Bid Number**

**Project Manager**  
DB

**Designer**  
DB

**Date**  
5/07/2021

**Revision Date**

**Filename**

Electrical connection to the building, including conduit and wiring, is not included with this project and is not offered by Doug Bean Signs, Inc.

**PERMIT FEES AND ASSOCIATED COSTS ARE NOT INCLUDED IN THE PRICE OF THIS PROJECT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTATION. THE CLIENT WILL BE PROVIDED WITH A LIST OF REQUIRED PERMITS AND DOCUMENTATION.**

**Permit**  
☒ Permit  
☐ Production

**Client Verification Required** - By initialing this drawing you agree to the layout, content, and accuracy of this drawing.







MESE/250

ALLEN: 23,881 ADRESSES  
MITY ADDRESS: NOEL C CONAWAY ROAD, CUYTOW, CA 95122  
NOTIFICATION NUMBER: 705-1

[illegible]

DATE 1/10/08  
HI USED: ELECTRONIC TOTAL STATION  
TEMPERATURE  $72^{\circ}$  to  $84^{\circ}$   
D BY COMPASS RULE:  
MOM OF CLOSURE 1/415,000+  
MOM OF CLOSURE 1/10,000+

[illegible]

00' 50' 0' 10'

GRAPHIC SCALE: 1"=100'

MAR-2 1961

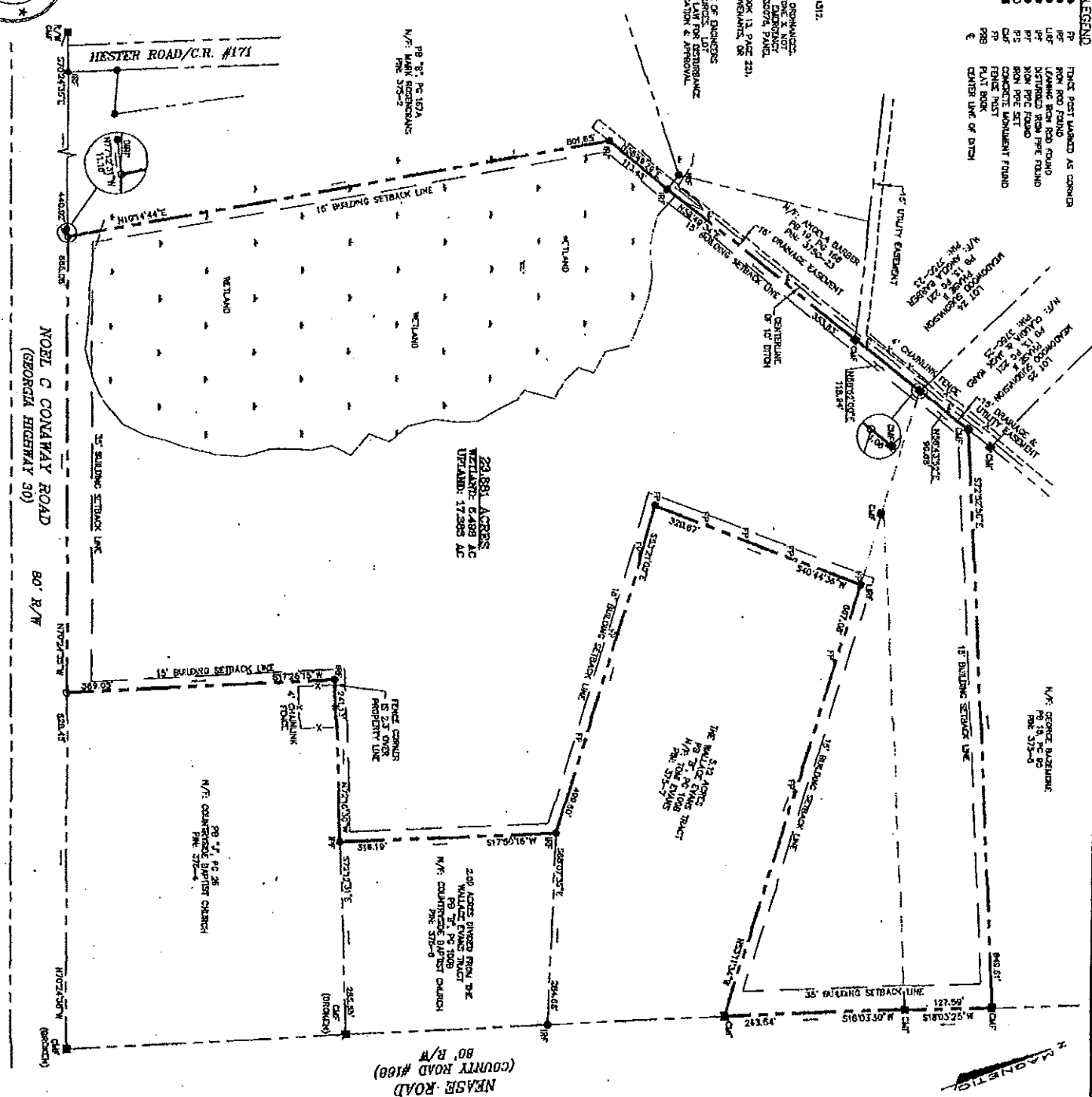
RECEIVED  
DEFENSE

IT IS THE POLICY OF THE UNITED STATES GOVERNMENT TO OPPOSE SUCH DISCRIMINATION. IT IS THE POLICY OF THE UNITED STATES GOVERNMENT TO OPPOSE SUCH DISCRIMINATION. IT IS THE POLICY OF THE UNITED STATES GOVERNMENT TO OPPOSE SUCH DISCRIMINATION.

WALTHAM, MASSACHUSETTS  
LADDER SURVEILLANCE NO. 248

**GEORGETOWN**  
JAN 24 1967  
LIBRARY

| ALPHABETICALLY |                              |
|----------------|------------------------------|
| FP             | TONIC PIST. MARKED AS CORNER |
| 105            | IRON ROD FOUND               |
| 106            | LEAVING IRON ROD FOUND       |
| 107            | DETRIMENTAL IRON PIPE FOUND  |
| 108            | IRON PIPE FOUND              |
| 109            | IRON PIPE SET                |
| 110            | CONCRETE INADEQUATE FOUND    |
| 111            | TONIC PIST                   |
| 112            | PLAY BOOK                    |
| 113            | CENTER LINE OF DITCH         |



**A BOUNDARY SURVEY OF 23.881 ACRES OF  
HERBERT A. SULLIVAN AND ULETA J. SULLIVAN,  
1559TH G.M. DISTRICT, EFFINGHAM COUNTY,  
STATE OF GEORGIA  
PREPARED FOR: ULETA J. SULLIVAN**

**Kern-Coleman & Co. LLC.**  
Consulting Engineers • Land Surveyors • Land Planners  
Architects • Landscape Architects • Environmental Scientists  
7341 Court (1106) P.O. Box 15179, Atlanta, Georgia 31116  
Telephone (412) 331-8400 • Fax (412) 336-1845 • E-mail [kco@kerncoleman.com](mailto:kco@kerncoleman.com)

Copy of Survey received by: Richard J. [Signature] Date: 2/19/2020

# 1201 NOEL C CONAWAY RD





1201 NOEL C CONAWAY RD



5/26/2021, 4:27:46 PM

EffinghamCountyZoneClass

| Freeway | Major Arterial | Image |
|---------|----------------|-------|
| Highway | Minor Arterial | R     |
| Local   | Railroad_4K    | G     |

1:4,514

20, 2021  
2021

3 m

Esri, Inc., City of Naperville, Illinois. Maxar

ArcGIS Web AppBuilder  
Maxar | Esri, Inc., City of Naperville, Illinois |

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Countryside Baptist Church requests a **variance** from the maximum sign size in the AR-2 zoning district. Located at 1201 Noel C. Conaway Road; zoned **AR-2**.  
**Map# 375 Parcel# 4**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a variance from the maximum size for a sign on an AR-2 zoned parcel, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C, Article VII, 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 maximum sign size allowed in any zoning district is 64 square feet. The maximum sign size in AR-2 is 16 square feet.
- The proposed sign will replace an older sign. It will be a double-sided aluminum fabricated, internally lighted, and include an LED message center. The sign will feature a total of 56.10 sf of message area on a 9' X 12' (108 sf) monument structure.
- The Countryside Baptist Church property has approximately 535' of frontage on Hwy 30, across from South Effingham Middle and High Schools. Both schools have large signs for visibility.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the request for a variance from the maximum size allowed for a sign on an AR-2 zoned parcel, with the following condition:
  - The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, or obstruct driver visibility.
- Brad Smith seconded the motion. The motion carried unanimously.

### Alternatives

- Approve** request to waive the maximum size allowed for a sign on an AR-2 parcel, with following conditions:
  - The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, or obstruct driver visibility.
- Deny** request to waive the maximum size allowed for a sign on an AR-2 parcel.

### Recommended Alternative: 1

**Department Review:** Development Services  
**Attachments:**

- Variance application
- Ownership Certificate

### Other Alternative: 2

**FUNDING:** N/A

- Site plan
- Aerial photograph

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

375-4

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

375-4

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, COUNTRYSIDE BAPTIST CHURCH has filed an application for a variance from the maximum size for a sign on an AR-2 zoned parcel; map and parcel number 375-4, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT a variance from the maximum size for a sign on an AR-2 zoned parcel; map and parcel number 375-4, located in the 1<sup>st</sup> commissioner district is approved, with the following condition:

1. The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, or obstruct driver visibility.

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:** July 20, 2021  
**Item Description:** **Pinehill Group, LLC/Matthew Byrd** as agent for **Suzanne B. Spivey** requests to **rezone** 16.95 acres from **AR-1** to **R-3** for the future development of a multi-family residential community. Located on Noel C. Conaway Road. **Map# 376 Parcel# 16**

### Summary Recommendation

Staff have reviewed the application, and recommend **approval** of the request to rezone 16.95 acres from **AR-1** to **R-3** for the future development of a multi-family residential community.

### 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. Appendix C, Article V-Uses Permitted in Districts.
- Permitted uses in R-3 include single and multi-family housing and some commercial uses.
- The R-3 multi-family zoning district allows up to 12 units per acre, and up to 40% lot coverage.
- The sketch plan review process will involve a required pre-application meeting with Development Services, the Fire Chief, and Engineering, to clarify road design & ownership, parcel subdivision, parking needs, and housing types.
- The property is located between Southbend, a single family, PD-Residential subdivision, and South Effingham High School.
- A 23.88-acre parcel (375-3) across Noel C. Conaway Road was rezoned to R-3 in 2006, but has not been developed. The parcel is currently owned by Countryside Baptist Church.
- County water and sewer is available in the area.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
  2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

Peter Higgins seconded the motion. The motion carried unanimously.

### Alternatives

**1. Approve** the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

**2. Deny** the request to rezone 16.95 acres from AR-1 to R-3.

**Recommended Alternative: 1**

**Other Alternative: 2**

**Department Review:** Development Services **FUNDING:** N/A

**Attachments:**

|  |                      |
|--|----------------------|
| 1. Rezoning Application and Checklist  | 4. Plat              |
| 2. Ownership Certificate/Authorization | 5. Aerial Photograph |
| 3. Deed                                |                      |



## ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 05/25/21

Applicant/Agent: Pine Hill Group, LLC / Matthew Byrd

Applicant Email Address: m.byrd@mattbyrdhomes.com

Phone # 912-704-6400

Applicant Mailing Address: 122 Canal Street, Suite 108

City: Pooler State: GA Zip Code: 31322

Property Owner, if different from above: Suzanne B. Spivey  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): pnictorsb@gmail.com

Phone # 912-631-2462

Owner's Mailing Address: 126 Cambridge Dr

City: Rincon State: GA Zip Code: 31321

Property Location: Noel C. Conaway Road (Hwy 30)

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

Present Zoning of Property: R1 Proposed Zoning: R3

Tax Map-Parcel # 037600116 Total Acres: 116.95 Acres to be Rezoned: 116.95

Lot Characteristics: \_\_\_\_\_

### **WATER**

\_\_\_\_ Private Well

X Public Water System

If public, name of supplier: N/A

### **SEWER**

\_\_\_\_ Private Septic System

X 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 Residential R3 South Residential R3-PUD East Residential R3-PUD West Special district - South Effingham High School

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

The property is currently vacant and zoned AR-1. The property is located between South Effingham High School and an R3 PUD neighborhood.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

No.

3. Describe the use that you propose to make of the land after rezoning.

We would like to rezone the property to R3 and develop a multi-family community.

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

The North is zoned R3 residential, the East and South is zoned R3 residential PUD and the West is a special district (High School)

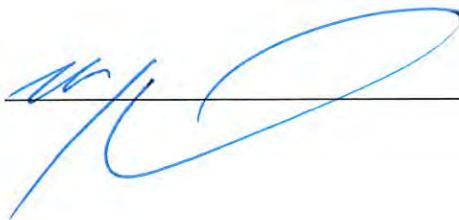
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The property is going to look and feel like the adjacent neighborhoods, near a school. We feel like this is the best use of the 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:



Date

5/25/2021



## AUTHORIZATION OF PROPERTY OWNER

I, Suzanne B. Spivey (Proctor), 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: Pine Hill Group, LLC / Matthew Byrd

Applicant/Agent Address: 122 Canal Street, Suite 108

City: POOLEY State: GA Zip Code: 31322

Phone: 912-328-6500 Email: m.byrd@mattbyrdhomes.com

Owner's signature Suzanne B. Spivey (Proctor)

Print Name Suzanne B. Spivey (Proctor)

Personally appeared before me Suzanne B. Spivey (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 25<sup>th</sup> day of May, 20 21.

[Signature]  
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

Jan. 10, 2019, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 02228 page 0202.

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 Suzanne B. Spivey (Proctor)  
Print Name Suzanne B. Spivey (Proctor)

Owner's signature \_\_\_\_\_

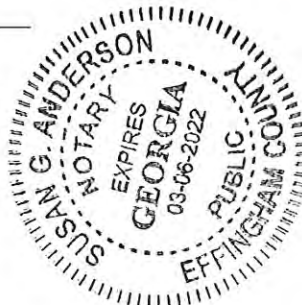
Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 25<sup>th</sup> day of May, 20 21.

[Signature]  
Notary Public, State of Georgia



BOOK PAGE  
FILED FOR RECORD  
BOOK 02238 PAGE 0202

2014 JAN 10 PM 12:45

ELIZABETH Z. HURSEY  
CLERK E.C.C.S.C.  
After recordation return to  
Howard & Whatley, P.C.  
P. O. Box 10225  
Savannah, GA 31412

STATE OF GEORGIA )  
COUNTY OF EFFINGHAM )  
QUIT CLAIM DEED

THIS INDENTURE, made this 11<sup>th</sup> day of December, 2013, between Barry J. Spivey, as party of the first part, hereinafter called Grantor, and Suzanne B. Spivey, of the State of Georgia, 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).

NOW THEREFORE WITNESSETH that: Grantor, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee the real property located at 16.95 acres in the 1559<sup>th</sup> G.M. District, Effingham County, Georgia, as described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

TO HAVE AND TO HOLD said property, together with all and singular the right, members, hereditaments, improvements, easements and appurtenances thereto belonging or in anywise appertaining unto the Grantee so that neither the Grantor, nor his successors and assigns, nor any person or persons claiming under them shall have, claim or demand any right to the above described property, or its appurtenances.

BOOK      PAGE  
02228    0203

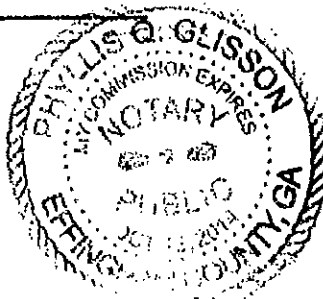
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and  
year first written above.

Barry J. Spivey  
Barry J. Spivey

Signed, sealed and delivered this 11<sup>th</sup> day of  
December, 2013, in the presence of:

Royce Miller  
Witness

[Signature]  
Notary Public





BOOK      PAGE  
02228    0204

**EXHIBIT "A"**

**All that certain tract or parcel of land situate, lying and being in the 1559<sup>th</sup> G.M. District, Effingham County, Georgia, containing Sixteen and Ninety-Five Hundredths (16.95) acres, more or less, and being bounded on the north-northeast by Georgia State Hwy #30; on the east by lands of Beatrice K. Hinely; on the south-southeast by lands of Beatrice K. Hinely and on the west-northwest by lands of The Effingham County Board of Education.**

**Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953 dated January 25, 2001 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 118-C, for better determining the metes and bounds of said lands herein conveyed.**

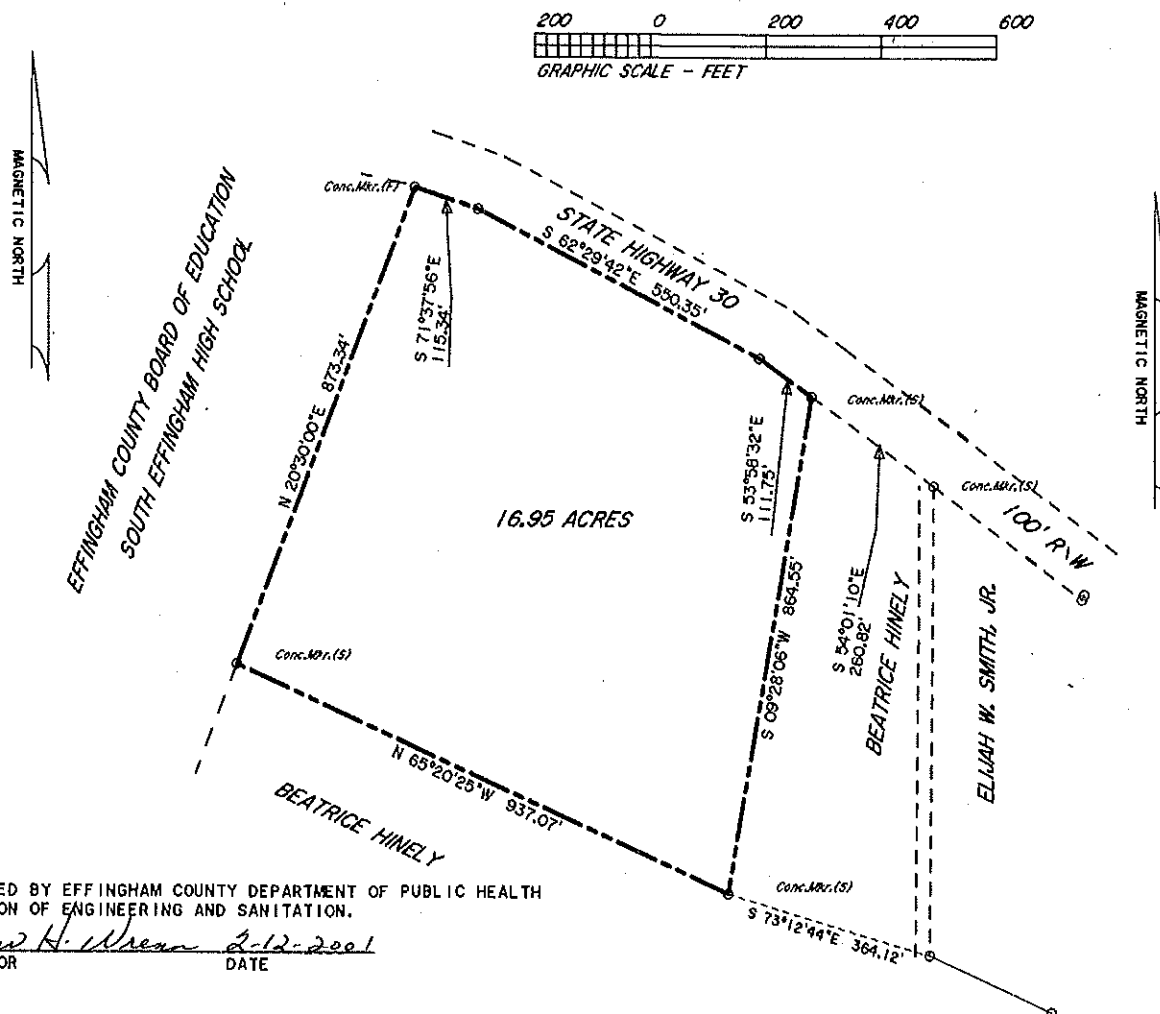
**Subject, to restrictive covenants and easements of record.**

S:\Projects\Kohl Bros Home\Drawings\Site\GA\Townhomes - Concept Site Plan 07/20/21.dwg

Tuesday, July 20, 2021 11:15:01 AM



Filed for Record  
Book B118 Page C2  
Date 3/7/2001



APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF ENGINEERING AND SANITATION.

James H. Wren 2-12-2001  
DIRECTOR DATE

APPROVED FOR RECORDING BY EFFINGHAM COUNTY  
ZONING ADMINISTRATION.

Joyl J. Davis 1/29/01  
ZONING ADMINISTRATOR DATE

**PROPERTY SURVEY  
FOR  
SUZANNE SPIVEY  
AND BARRY J. SPIVEY**

**LOCATED IN THE 1559TH G. M. D.,  
EFFINGHAM COUNTY, GEORGIA**

DATE: JANUARY 25, 2001  
BY: WARREN E. POYTHRESS  
Reg. Land Surveyor # 1953  
991 Hunters Road  
Sylvania, Ga. 30467  
Tele. - (912) 857-3288  
EQUIP: TOPCON 303 TOTAL STATION

THE FIELD DATA UPON WHICH THIS  
MAP OR PLAT IS BASED HAS A  
CLOSURE PRECISION OF ONE FOOT IN  
26,732 FEET, & AN ANGULAR  
ERROR OF 0.4 PER ANGLE POINT &  
WAS ADJUSTED USING COMPASS RULE.  
THIS MAP OF PLAT HAS BEEN CALCU-  
LATED FOR CLOSURE & IS FOUND TO  
BE ACCURATE WITHIN ONE FOOT IN  
529,601 FEET.





This aerial map displays a residential neighborhood with numerous lots outlined in yellow. A large, irregularly shaped parcel in the center is highlighted with a blue border. The map includes several streets: NEASE RD running horizontally across the bottom left, NOEL COWLEY RD running vertically through the center, and MUSTANG DR running diagonally from the top right towards the center. Lot numbers are printed throughout the map, ranging from 375-3 in the bottom left to 376-17 in the center. A baseball field and other buildings are visible in the lower right corner. A north arrow is located in the bottom left corner.



# 376-16



1:9,028

5/26/2021, 4:49:25 PM

EffinghamCountyZoneClass

AR-1

AR-2

R-1

R-3

PD

PD-R

County

CountyBoundary\_9K

Road Centerlines\_9K

Collector

Freeway

Highway

Local

Major Arterial

Minor Arterial

Railroad\_9K

0 0.05 0.1 0.2 0.4 mi

0 0.1 0.2 0.4 km

Esri, Inc., City of Naperville, Illinois, Maxar

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.

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 **Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16)** from AR-1 to R-3 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?



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 **Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16)** from AR-1 to R-3 zoning.

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

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

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

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

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

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

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

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

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.

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 PEH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16)** from AR-1 to R-3 zoning.

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

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

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

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

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

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

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

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

PEH

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.

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 **Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey** – (Map # 376 Parcel # 16) from AR-1 to R-3 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Teresa Concannon, AICP, Planning & Zoning Manager

**Department:** Development Services

**Meeting Date:** July 20, 2021

**Item Description:** Pinehill Group, LLC/Matthew Byrd as agent for **Suzanne B. Spivey** requests to **rezone** 16.95 acres from **AR-1** to **R-3** for the future development of a multi-family residential community. Located on Noel C. Conaway Road. **Map# 376 Parcel# 16**

### Summary Recommendation

Staff have reviewed the application, and recommend **approval** of the request to **rezone** 16.95 acres from **AR-1** to **R-3** for the future development of a multi-family residential community.

### 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. Appendix C, Article V-Uses Permitted in Districts.
- Permitted uses in R-3 include single and multi-family housing and some commercial uses.
- The R-3 multi-family zoning district allows up to 12 units per acre, and up to 40% lot coverage.
- The sketch plan review process will involve a required pre-application meeting with Development Services, the Fire Chief, and Engineering, to clarify road design & ownership, parcel subdivision, parking needs, and housing types.
- The property is located between Southbend, a single family, PD-Residential subdivision, and South Effingham High School.
- A 23.88-acre parcel (375-3) across Noel C. Conaway Road was rezoned to R-3 in 2006, but has not been developed. The parcel is currently owned by Countryside Baptist Church.
- County water and sewer is available in the area.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
  2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
  3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- Peter Higgins seconded the motion. The motion carried unanimously.

### Alternatives

1. **Approve** the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

2. **Deny** the request to rezone 16.95 acres from AR-1 to R-3.

**Recommended Alternative:** 1

**Other Alternative:** 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.

376-16

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

376-16

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, PINEHILL GROUP, LLC, has filed an application to rezone sixteen and ninety-five hundredths (16.95) +/- acres; from AR-1 to R-3, to allow for a multi-family residential community; map and parcel number 376-16, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT sixteen and ninety-five hundredths (16.95) +/- acres; map and parcel number 376-16, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to R-3, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Planned Development Minor Amendment (Second District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **SFG CH / Chesterfield** requests a **PD Text Amendment** releasing the developer from the proposed right of way reservation, at the GA International Trade Center on Hwy 21 at Old Augusta Road; zoned **PD**.

### Map# 466 Parcel# multiple

**Summary Recommendation:** Staff have reviewed the PD Text Amendment proposal to release the developer from the requirement to reserve right of way for a future connection between Hwy 21 and the Effingham Parkway, and recommend **approval**.

### Executive Summary/Background:

- The Exley Tract North & South PD-MU Development Text stipulates that the developer reserve right of way for the county to develop as a connector between Hwy 21 and the Effingham Parkway. Construction of the connector must start on or before June 1, 2023, or the right of way shall be released from the reservation (*PD-MU Development Text, section A. General Description*).
- The developer requests early release from the right of way reservation.
- Changes such as street access or alignment, and public or common areas, are treated as minor amendments (*section 5.15.2.2*). Because this request involves a proposed connection between Hwy 21 and the Effingham Parkway, staff have determined that the request for early release from the right of way reservation is a major amendment.
- The feasibility of the route was put into question when the wetlands were re-delineated along the proposed route of the connector. The potential wetland impacts made this connector unfeasible and likely would not be permitted through the US Army Corp of Engineers when considering other potential east-west corridor routes in Effingham County.
- Any proposed connector using this right of way would require additional right of way acquisition, between the Exley Tract and the Effingham Parkway, at the county's expense.
- The location of the proposed connector in the Exley Tract Master Plan is not as advantageous for an east-west connector as other locations suggested by the Effingham County Transportation Master Plan.
- The requested PD Text Amendment will allow the developer to complete planning and development of the affected parcels for warehousing before the agreed upon expiration date of June 1, 2023.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the PD Text Amendment releasing the developer from the proposed right of way reservation
- Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives for Commission to Consider

1. Approve the Planned Development Text Amendment.
2. Deny the Planned Development Text Amendment.

**Recommended Alternative:** 1

**Other Alternatives:** N/A

**Department Review:** Administration; Development Services; County Attorney

**Funding Source:** N/A

### Attachments:

1. Rezoning Application and Checklist
2. PD-MU Development Text (amended)
3. Ownership Certificate/Authorization



## **ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 6/10/2021

Applicant/Agent: SFG CH GITC 1A, LLC

Applicant Email Address: craehn@chesterfieldllc.com

Phone # 912-667-0828

Applicant Mailing Address: 100 Bull Street Suite 200

City: Savannah State: Ga Zip Code: 31401

Property Owner, if different from above: \_\_\_\_\_  
*Include Signed & Notorized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

Phone # \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: Trade Center Parkway & Trade Center Blvd.

Proposed Road Access: N/A

Present Zoning of Property: PD Proposed Zoning: PD

Tax Map-Parcel # 466-8,8A,8B10,11 Total Acres: 1047.44 Acres to be Rezoned: N/A

Lot Characteristics: INDUSTRIAL DEVELOPMENT - Parcels A-1BO & A-1C

### **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: Removal of future row condition from PDMU

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

North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_



**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

5/8/2020

, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 28 page 788.

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 *Chance Raehn*

Print Name CHANCE RAHN

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

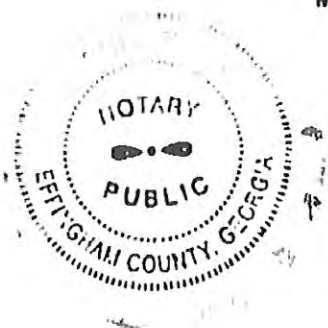
Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 16th day of June, 20 21.

*Karen T Smulski*

Notary Public, State of Georgia  
Karen T Smulski  
NOTARY PUBLIC  
Effingham County, Georgia  
My Commission Expires 11/19/2024



**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

10/14/2020

, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 28 page 910.

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

*Chance Rael*

Print Name

*CHANCE RAEHL*

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this

*16th*

day of

*June*

, 20

*21*

*Karen T Smulski*

Notary Public, State of Georgia

Karen T Smulski  
NOTARY PUBLIC  
Effingham County, Georgia  
My Commission Expires 11/18/2024





## EXLEY TRACT NORTH & SOUTH

### PD-MU DEVELOPMENT TEXT

PREPARED FOR:

NEW SAVANNAH, LLC  
SFI COMMERCIAL, LLC  
T&T EXLEY, LLC  
SOUTH EFFINGHAM SAND, LLC  
SLC ACQUISITIONS, LLC  
CHESTERFIELD LLC

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PREPARED BY:

THOMAS & HUTTON ENGINEERING CO.

Documents submitted:

1. Development Text – Approval of amended text below is requested.
2. Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018, further Modified (Month) (Date), 2020 – Approval Requested
3. Sketch Plan – Project Master Plan - Exley Tract Industrial, dated May 8, 2018, Modified (Month) (Date), 2020 - Sketch Plan Approval Requested

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This development text as amended below, the attached Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018, and further modified (Month) (Date), 2020; and the Sketch Plan - Project Master Plan - Exley Tract Industrial, dated May 8, 2018, Modified (Month) (Date), 2020 Sketch Plan are submitted for approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. This project will be is being developed in phases according to the schedule included in section K of this document. Approval of the PD-M District Master Plan Project Master Plan - Exley Tract Industrial, dated May 8, 2018 Sketch Plan is requested based on the Land Use information shown on the master plan only. The master plan is Exhibits are submitted at a scale of one-inch equals 400 feet to provide for a comprehensive view of the project on a manageable paper size.

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#### A. General Description

Project Name: Exley Tract North & South  
PIN #: 466-8, 466-8B, 466-10, 466-11, 467-1, 467-8A  
Size: ±1,177 Acres  
Location: Highway 21  
Current Zoning: PD – MU  
Proposed Zoning: PD – MU  
Developer: New Savannah, LLC, SFI Commercial, LLC, T&T Exley, LLC,  
South Effingham Sand, LLC,  
Chesterfield LLC, and SLG Acquisitions, LLC

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Exley Tract ~~North & South is will be~~ a PD-MU consisting of Multi-family, Industrial, ~~and~~ Commercial developments ~~development~~ and associated infrastructure. The property consists of approximately ~~±1,177–1,047~~ acres, located on Highway 21 at the Effingham/Chatham County line. ~~The location of the proposed right of way shown on the master plans is reserved for Effingham County to construct the future Highway 21 Connection to the Effingham Parkway (Highway 21 Connection). The design, permitting, and construction of the Highway 21 Connection shall be the responsibility of Effingham or other Governmental bodies. If the Highway 21 Connection is constructed, Effingham County shall realign the existing industrial park road to create a new "T" intersection with a traffic signal, to include a dedicated right turn lane from the westbound lane to the northbound lane at the intersection. All costs associated with this intersection and realignment shall be the responsibility of Effingham County or other Governmental Bodies. Wetlands permitting for the Highway 21 Connection must start on or before June 1, 2019. Engineering and Design for the Highway 21 Connection must start on or before June 1, 2020. Construction for the Highway 21 Connection must start on or before June 1, 2021. If any of the three previously listed milestones are not met, the reserved right of way for the Highway 21 Connection shall be released from all restrictions. In the event that the traffic study requires a 2-lane portion of the connector road to be constructed to meet the needs of the development, the road shall be constructed to the standards required for the development, unless Effingham County or other Governmental body contributes the necessary funds in a timely manner to upgrade the road standards to meet their requirements. Any land that is remaining between the proposed right of way and the zoning areas shown on this master plan shall automatically assume the zoning of the adjacent parcel within the master plan.~~

**B. Present Ownership and Property Location**

The property is currently owned by ~~SFG CH Master Devco, LLC, a special purpose entity, New Savannah, LLC, SFI Commercial, LLC, T&T Exley, LLC, South Effingham Sand, LLC. The proposed developer of the property is and~~ SLG Acquisitions, LLC.

The above said tract or parcel of land is bounded on the north by Goshen Villa Subdivision, Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; ~~additional property owners north of the said tract or parcel can be found in Section VII);~~ on the south by lands of Thomas Exley and Margaret Roberts, on the east by lands of Thomas Exley, Verizon Wireless, and Highway 21, and on the west by CSX rail road, said tract or parcel of land containing ±1,177 acres more or less.

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**C. Proposed Land Uses and Development Standards**

The following are the districts and permitted uses that ~~will be are~~ included within this project. These districts are established to establish uses allowed within this development.

**Industrial Districts**

Industrial uses shall be consistent with the uses outlined in this document. identified in the Effingham County Zoning Ordinance I-1 District with the exception of an increased square footage allowed for warehousing.





1. Assembly or fabrication of previously manufactured parts, including but not limited to the following:
  - a) Apparel and other textiles products;
  - b) Electronic and other electric equipment, electric generator and distribution equipment;
  - c) Fabric samples;
  - d) Furniture and fixtures;
  - e) Industrial machinery and equipment;
  - f) Instruments and related products;
  - g) Lumber and wood products, excluding the processing of material for the production of paper and allied products;
  - h) Metal products;
  - i) Plastic and rubber products;
  - j) Transportation equipment.
2. Boat sales.
3. Automotive sales and repairs.
4. Automotive sales and repairs.
5. Automotive storage, excluding junk yards.
6. Florist – retail and wholesale.
7. Manufacturing (light) of, including but not limited to the following:
  - a) Bakery products;
  - b) Beverages, including alcoholic beverages;
  - c) Communication equipment;
  - d) Computer and office equipment;
  - e) Electrical lighting and wiring equipment;
  - f) Electronic equipment;
  - g) Fabricated metals, excluding use of blast furnaces and drop forges;
  - h) Grain mill products;
  - i) Audio and visual equipment;
  - j) Appliances;
  - k) Ice;
  - l) Meat products, excluding slaughtering, dressing, and rendering;
  - m) Medical instruments and supplies;
  - n) Pharmaceutical products.
8. Offices.
9. Printing and publishing.
10. Recycling centers
11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitting in this district.
12. Research facilities.
13. Vocational schools.
14. Utility operations centers
15. Warehousing less than 2,000,000 square feet per building
16. Ready-mix concrete facilities.
17. Railroad side-tracks, spurs and appurtenance.
18. Rail Spur – a side track off of a mainline accessing industrial buildings for the purpose of loading and unloading goods.

2. Highway Commercial

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Commercial uses shall be consistent with the uses identified in the Effingham County Zoning Ordinance Highway Commercial District (B-3), as amended in this document as Land Use Highway Commercial.

3. **Community Recreation**

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This designation allows for the recreational complexes and amenities to serve Exley Tract. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services which include active and passive sports, entertainment and ancillary facilities such as restaurants and shops serving such public recreational facilities. Permitted uses include:

- (a) Outdoor Recreational Facilities including but not limited to:
  - (1) Maintenance Facilities.
  - (2) Swimming Pools, Pool Bath Houses and Gazebos.
  - (3) Tennis Courts
  - (4) Lawn Games such as bocci, croquet, volleyball, etc.
  - (5) Multi-use fields
  - (6) Playgrounds
  - (7) Neighborhood Parks.
  - (8) Community Parks.
  - (9) Leisure Trails and Bike Trails.
  - (10) Boat Yard and RV Storage Area
  - (11) Other Recreational Uses.
- (b) Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness and hobby space.
- (c) Accessory Buildings.
- (d) Community Offices/Administration Buildings.
- (e) Maintenance and Storage Facilities.
- (f) Community Offices/Administration Buildings.
  - (1) Public and/or Private Clubhouses.
  - (2) Pro shops, Snack Bars, Grills, Restaurants and Lounges associated with clubhouses.
  - (3) Ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.

4. **Multi-family Residential**

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This designation includes multi-family residential units. Multi-family residential consists of attached or detached residential including both short-term and long-term apartment rentals. Ownership may be either fee simple lots or as units of a



condominium or other common legal structure with no minimum lot size, no maximum lot coverage and no minimum street frontage.

5. **Common Space**

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Common Space shall include Recreational areas (including lands designated with land use Community recreation) stormwater control measures (including, but not limited to, lagoons, swales, dry detention, infiltration areas, etc.), natural areas, lands to be donated, project buffers and/or setbacks, Public and private easements and rights-of-way (excluding internal vehicular road rights-of-way). Common space shall be required to be a minimum of 20 percent of the Upland area within Multi-family land use and 10 percent within all other land uses excluding ~~the land reserved for the Future Highway 21 Connection which does not require Common or Green Space.~~

6. **Green Space**

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Green Space shall include wetlands and Common Space as defined above. The percentage of property in Green Space may be reduced based on permits to fill wetlands, however the percentage of Common Space cannot be reduced lower than the percentages described under the Common Space definition above.

7. Property owner's association and covenants shall be created for the Industrial park or a management company shall be designated to maintain common areas.

8. A property owner's association and covenants shall be created for the residential area and must include responsibilities for maintenance of common areas. Architectural guidelines and restrictive covenants, developed by ~~South Effingham Sand, LLC, SFI Commercial, LLC, T&T Exley, LLC~~ and/or the successors, will establish design and construction materials guidelines for the residential portion that shall meet or exceed the Effingham County Subdivision Regulations as amended within this document. In addition, all deeds and leases in this residential portion shall make note of the existence of adjacent industrial park.

9. Site Development within this project will also be governed by the Effingham County Subdivision Regulations, as amended by this document and ~~by~~ restrictive covenants developed by ~~New Savannah, LLC and Thomas L. Exley, Jr. T&T Exley, LLC, SLG Acquisitions, and Chesterfield LLC~~ and/or Successors ~~for the Industrial and Commercial areas.~~ The covenants and restrictions will be submitted to Effingham County prior to or during Final Plat Approval.

Provisions for the development standards are summarized in Table C-1.

| Table C-1: Development Standards |              |                        |            |                    |
|----------------------------------|--------------|------------------------|------------|--------------------|
|                                  | Multi-Family | Community Recreational | Industrial | Highway Commercial |
| Lot Size                         |              |                        |            |                    |





Planned Development – Mixed Use

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|                    |                 |                 |                 |                 |
|--------------------|-----------------|-----------------|-----------------|-----------------|
| Width**            | N/A             | N/A             | N/A             | N/A             |
| Depth (Minimum)    | N/A             | N/A             | N/A             | N/A             |
| Height (Maximum)   | 55'             | 45'             | 75'***          | 75'***          |
| Setbacks (Minimum) |                 |                 |                 |                 |
| Front              | 20'             | 15'             | 25'             | 35'             |
| Side               | See note below* | See note below* | See note below* | See note below* |
| Rear               | 20'             | 10'             | 10'             | 10'             |
| Gross Density      | 9 Units/Acre    |                 | N/A             |                 |

- \* Distance between buildings shall be as required by Effingham County adopted building codes and available fire flow
- \*\* Lot Widths are measured at the front setback line.
- \*\*\* Building height shall be allowed to be a maximum of 75 feet if adequate fire flows and fire equipment are available to the site.

- This project shall not be held to maximum lot coverage on a lot by lot basis. The project will be held to the open space and setback standards as outlined in this document.
- No building in the residential portion of the property may exceed 35 feet in height unless it is at least 175 feet from the northern property line.
- The industrial portion of the property shall not be used for a short line railroad switchyard without at least a 300-foot vegetated buffer to the nearest residential developed property.
- No railroad spur loading area shall be closer than 200 feet to a residential property line.
- Any boat and RV storage area or other outdoor storage areas in the residential portion shall be screened with trees and shrubs.

10. The above said tract or parcel of land is bounded on the northwest by Goshen Villa Subdivision, on the southeast by lands of Thomas Exley and Margaret Roberts, Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; (additional property owners north of the said tract or parcel can be found in Section VIII); on the northeast by lands of Thomas Exley, Verizon Wireless, and Highway 21, and on the southwest by CSX railroad, said tract or parcel of land containing 1,047.44 acres more or less. Based on the anticipated use of the land along the existing power and gas easements that bisect this project we-Effingham County shall impose no buffers to those easement boundaries. We-Effingham County shall impose a 50 foot buffer adjacent to highway 21 (to be landscaped in compliance with the Chamber of Commerce Gateway Program or approved by the zoning administrator if the program is not yet in place), a 10 foot buffer between the Industrial and commercial use and the communication tower property, a 20 foot buffer between the Highway and Industrial Uses within this project, a 30 foot unpaved setback with a 15 foot undisturbed buffer on the northern boundary adjacent to Goshen Villa and Westwood Farms Subdivision, and property owned by David Howes, F. Gibson Huger, Clint and Alice Hurst, a 25 foot buffer along the railroad property per the 2018 PD-MU District Master Plan Exley Tract North & South Planned Development



District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018. Setbacks will apply to the perimeter of the property based on Table C-1 and the use approved for this project or the buffers as stated above and shown on the PD-MU District Master Plan, whichever is greater. The perimeter buffers may include the use of berms, fencing, plantings or a combination of these methods as determined by the Developer. In the event a railroad side track is installed within the 25-foot buffer adjacent to the Railroad the 25-foot buffer shall be placed east of the new sideline. Railroad and road crossings across this buffer to access sidelines shall be considered an allowed use within the buffer. All tree plantings shall be in accordance with the buffer ordinance.

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**D. Exceptions Requested**

The information included in this Development Text shall govern the Zoning and Subdivision regulations for this project. In the event of any conflict this document shall govern. (See Section C for additional exceptions)

Due to the nature of this development, the applicant ~~wishes to~~shall reserve the right to negotiate shared parking facilities between similar uses. The benefits of reducing parking areas include:

- minimizing stormwater runoff from parking areas, thus reducing potential water quality impacts;
- Varying time periods of use;

Changes to the street layout, building size and shape as shown on Project Master Plan – Exley Tract Industrial SKETCH PLAN Chatham & Effingham Counties/GA dated ??May 8, 2018?? shall be at the sole choice of the Developer.

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Article VII. Section 7.1.13 – Street right-of-way widths.

The ~~developer requests that the~~ table shown below replaces the requirements of section 7.1.13:

**Curb & Gutter Streets:**

|     | Street Classification         | Pavement Width                           | Right-of-Way Width |
|-----|-------------------------------|--|--------------------|
| (a) | Local Street                  |  |                    |
|     | 2-lane                        | 22'                                      | 50'                |
|     | 2-lane with parking (1-side)  | 31'                                      | 50'                |
|     | 2-lane with parking (2-sides) | 40'                                      | 60'                |
| (b) | Collector Street              |  |                    |
|     | 2-lane                        | 24'                                      | 60'                |
|     | 2-lane with left turn         | 36'                                      | 60'                |
|     | 2-lane Blvd. Section          | 12' lanes<br>8' median                   | 60'                |
|     | 4-lane Blvd. Section          | 24' of lanes (2 @ 12' each)<br>8' median | 80'                |
| (c) | Arterial Street               | N/A                                      | N/A                |

**Roadside Swale:**

|     | Street Classification | Pavement Width | Shoulder Width | Ditch | Right-of-Way Width |
|-----|-----------------------|----------------|----------------|-------|--------------------|
| (a) | Local Street          |                |                |       |                    |
|     | 2-lane                | 22'            | 4'             | 12'   | 60'                |
| (b) | Collector Street      |                |                |       |                    |
|     | 2-lane                | 24'            | 6'             | 16'   | 80'                |
|     | 4-lane                | 48'            |                |       | 104'               |
| (c) | Arterial Street       | N/A            |                |       | N/A                |

**Restatement of approved PD-MU Waiver of the Water Resources Protection Ordinance**

**Section 3. Waivers to Stormwater Management Requirements**

~~The developer requests that all~~ All of the conditions listed in section 3 of the Water Resource Protection Ordinance ~~be are~~ waived on the sole basis of section 3.1b. This section allows for the County or its Agent to waive the requirements of the Water Resource Protection Ordinance and the Stormwater Management Local Design Manual and replace them with alternative minimum requirements for on-site management of stormwater discharges.

The Stormwater Management Local Design Management Design Manual for Exley Tract North and South is included as Exhibit III in this PD Zoning application package as the alternate minimum requirements for on-site management of stormwater discharges. ~~We are requesting this~~ This document takes precedent



over Effingham County's current Water Resource Protection Ordinance and Stormwater Management Local Design Management Design Manual. In event of a conflict between any of the documents the governing document shall be in the following order: governing – Stormwater Management Local Design Management Design Manual for Exley Tract North and South, 2<sup>nd</sup> –Water Resource Protection Ordinance and 3<sup>rd</sup> – Stormwater Management Local Design Manual.

**E. Percentage of Land Uses**

Table E-1 indicates acreages of land uses planned for Exley Tract North and South.

| TABLE E-1: LAND USES        |             |              |                    |                         |  |
|-----------------------------|-------------|--------------|--------------------|-------------------------|--|
|                             | TOTAL ACRES | UPLAND ACRES | COMMON SPACE ACRES | TOTAL GREEN SPACE ACRES | PERCENT OF TOTAL ACRES IN GREEN SPACE* |
| Industrial                  | 796         | 592          | 59 (10%)           | 204                     | 26%                                    |
| Multi-family                | 183         | 122          | 26 (20%)           | 54                      | 30%                                    |
| Highway Commercial          | 71          | 43           | 4 (10%)            | 28                      | 39%                                    |
| Future Highway 21 Connector |             |              |                    | 0                       | 0%                                     |
| Total                       | 1050        | 757          |                    |                         |  |

\*Values are based on current planning and may vary based on Green Space definition as outlined in Section C.

**F. Proposed Maximum Units and Building Square Footage**

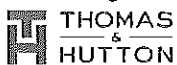
Table F-1 summarizes the maximum building square footage and project gross density are listed at the bottom of the table.

| TABLE F-1: Maximum Units and Building Square Footage |                                  |
|--|----------------------------------|
| Land Use   | Units or Building Square Footage |
| Multi-family   | 1,350 Units                      |
| Highway Commercial                                   | 630,000 sf                       |
| Industrial   | 7,300,000 sf                     |

**G. Proposed Dedication of Public Use**

Streets and Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements or dedicated to the Property Owners Association. Street dedications shall be at the discretion of the Effingham County Board of Commissioners.



THOMAS  
&  
HUTTON

**H. Open Space, Courts, Walks, and Common Areas**

Wetlands

Wetlands will be owned by the developer until presented to Effingham County for dedication or dedicated to the Property Owners Association. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners. No machine clearing, or logging shall be allowed in the preserved wetland portion of the property without the expressed written approval of the zoning administrator.

Lakes

Lakes will be located throughout Exley Tract to manage stormwater runoff for both quantity and quality. The lakes will be designed to aid in attenuating the design storm events to pre-development flow rates. Lakes shall be owned and maintained by the developer until such time as these facilities are dedicated to the Property Owners Association or Effingham County. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners.

**I. Utilities**

Water and sewer will be provided by Effingham County. These utilities within this development will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee.

Stormwater management will be handled through a series of detention ponds. These ponds shall be designed based on the Stormwater Management Local Design Manual included as Exhibit III to this application. All plans will be reviewed and approved by the Effingham County Engineer prior to construction.

**J. Access, Parking, Signs and Buffers**

Access to the site will be from Highway 21. Improvements required to provide access to the project will be permitted, designed and constructed by the Developer. The Residential portion of the property shall have access from 2 curb cuts through the commercial area to highway 21. ~~to the traffic light access on Highway 21 across from the existing Industrial Park.~~ The access shall be open no later than the issuance of the 500<sup>th</sup> residential units Certificate of Occupancy.

A tenant/property owner identification sign shall be located at the entrance of the industrial park. The sign shall be in place no later than the occupancy of the last available parcel.

As mentioned in section D, shared parking is anticipated among the uses in order to decrease the amount of unproductive surface parking needed. These shared parking arrangements will be presented in conjunction with subsequent development plans.



Planned Development – Mixed Use

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Any lighting used for this development will be designed in a manner to avoid any negative impacts to adjacent properties. All pole lighting shall be shielded, downward facing, no taller than the nearest building and maximum height of 35 feet.

Proposed buffers for the project are shown on  
Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated  
June 11, 2008, Modified ??May 8, 2018?? District Master Plan included with this  
application and in Section C of this document.

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the 2018 PD-MU District Master Plan included with this application and in Section C of this  
document.

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**K. Development Schedule**

Based on historical sales in surrounding areas, it is anticipated this project will be built out in approximately 8 years for Industrial and 10 years for Multi-Family excluding commercial. This schedule is based on current market conditions and may vary over time.

**L. Installation of Improvements**

The developer of any parcel within this PD-MU shall be responsible for improvements (excluding any utilities specifically agreed to be installed by Effingham County) required to develop the parcel consistent with this application. This requirement shall be met as market conditions warrant and are not set to a specific timetable.

REVISED PLANNED DEVELOPMENT TEXT INCLUDING EXHIBITS is hereby Approved this  
day of \_\_\_\_\_, 2020 by the Board of Commissioners, Effingham County, Georgia

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\_\_\_\_\_  
Lamar-Allen Wesley Corbitt  
Johnson  
Chairman, Effingham County Commission

\_\_\_\_\_  
Stephanie D.  
Effingham County Clerk





[illegible]

MATTHEW D. JONES  
 GEORGIA REGISTERED LAND SURVEYOR  
 LICENSE NO. 5316  
 DATE 11/20/2022

[illegible]

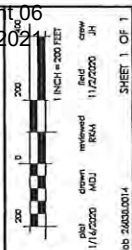
*Matthew D. Jones*  
MATTHEW D. JONES  
GEORGIA REGISTERED LAND SURVEYOR  
RLS #3338 / LSF #145  
jones.m@hennrichbiller.com

ALTA/NSPS LAND TITLE SURVEY  
**PARCEL A-1C**  
 BEING A PORTION OF  
 GEORGIA INTERNATIONAL  
 TRADE CENTER

1003 TRADE CENTER BOULEVARD,  
9TH FLOOR, DISTRICT, EFFINGHAM COUNTY, GEORGIA

|    |           |               |
|----|-----------|---------------|
| By | Signature | Date          |
|    |           | July 20, 2012 |

**THOMAS & HUTTON**  
 50 Park of Commerce Way  
 Savannah, GA 31405 • 912.224.5300  
[www.thomasandhutton.com](http://www.thomasandhutton.com)



| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE#      | BEARING       | LENGTH  |
| L1         | N 55°00'00" E | 97.45'  |
| L2         | S 55°40'00" W | 410.93' |
| L3         | S 45°00'00" W | 153.12' |
| L4         | S 02°04'22" E | 14.72'  |
| L5         | N 16°02'14" E | 0.05'   |
| L6         | S 48°30'21" E | 31.20'  |
| L7         | S 30°00'00" E | 97.45'  |
| L8         | S 17°40'00" E | 150.43' |
| L9         | S 52°17'00" E | 9.92'   |
| L10        | S 12°43'00" E | 401.13' |
| L11        | N 40°25'00" W | 5.93'   |

\_\_\_\_\_

\_\_\_\_\_

GEORGIA  
MAGNIFICENT

Highway No. 21  
No Right of Way

POINT OF COMMENCING

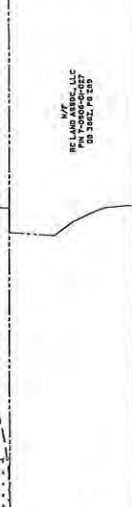
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TAT CELY  
P.S. 28, PAGE 379

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THE PROPERTY SHOWN HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN STEWART TITLE GUARANTY COMPANY COMMITMENT (STEWART TITLE GUARANTY COMMITMENT) DATED JULY 1, 2020, FILED JULY 6, 2020 AND RECORDED IN DEED BOOK 3604, PAGE 188. AFFORSAID RECORDS, AS MAY BE FURTHER AMENDED, SUPPLEMENTED AND/OR SUPPLEMENTED AND SUCH CONSTRUCTION, DIABASE, ACCESS AND UTILITY EASEMENTS AS ARE SHOWN ON THE ATTACHED PLAT.

[illegible]

PARCEL A-1A  
LUX SAVANNAH LODGE TEPAL, LLC  
PLAT BOOK 35, PG. 765

[illegible]

14. NO PARTY OR COMMON WALLS, NOR ANY BUILDING STRUCTURES, WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. AT THE TIME OF FIELD SURVEY, BITC WORK HAS BEGUN AND EVIDENCE OF RECENT EARTH MOVING WORK WAS OBSERVED.
18. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES TO THE

**REFERENCES**

1. A RECORD OF PLATE ORDER NUMBERS, THE LANDS OF PARCELS AND THE GEORGIA INTERNATIONAL TRAC CENTER IN TRAC CENTER PARKWAY, CROSSING THE LANDS OF PARCEL A, GEORGIA, THE LANDS OF PARCELS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

The map shows a highway running horizontally across the top. Below the highway, there is a drainage client area labeled '15/20/23'. To the right of the drainage client, there are three distinct zones: 'ZONE AC' (a stippled area), 'ZONE X' (a white area), and 'ZONE H (HATCHED)' (a hatched area). The map also shows a drainage ditch running vertically on the left side, and a road labeled 'RD 57' running horizontally on the right side.

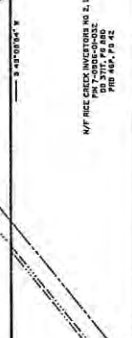
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TABLE E-18 LAND USES

| PLANS USED |               | TABLE F-1: MAXIMUM UNITS AND BUILDING SQUARE FOOTAGE |               | UNITS ON BUILDING               |               |
|------------|---------------|--|---------------|---------------------------------|---------------|
| PLANS USED | MAXIMUM UNITS | MAXIMUM BUILDING SQUARE FOOTAGE                      | MAXIMUM UNITS | MAXIMUM BUILDING SQUARE FOOTAGE | MAXIMUM UNITS |
| PLANS USED | MAXIMUM UNITS | MAXIMUM BUILDING SQUARE FOOTAGE                      | MAXIMUM UNITS | MAXIMUM BUILDING SQUARE FOOTAGE | MAXIMUM UNITS |
| PLANS USED | MAXIMUM UNITS | MAXIMUM BUILDING SQUARE FOOTAGE                      | MAXIMUM UNITS | MAXIMUM BUILDING SQUARE FOOTAGE | MAXIMUM UNITS |

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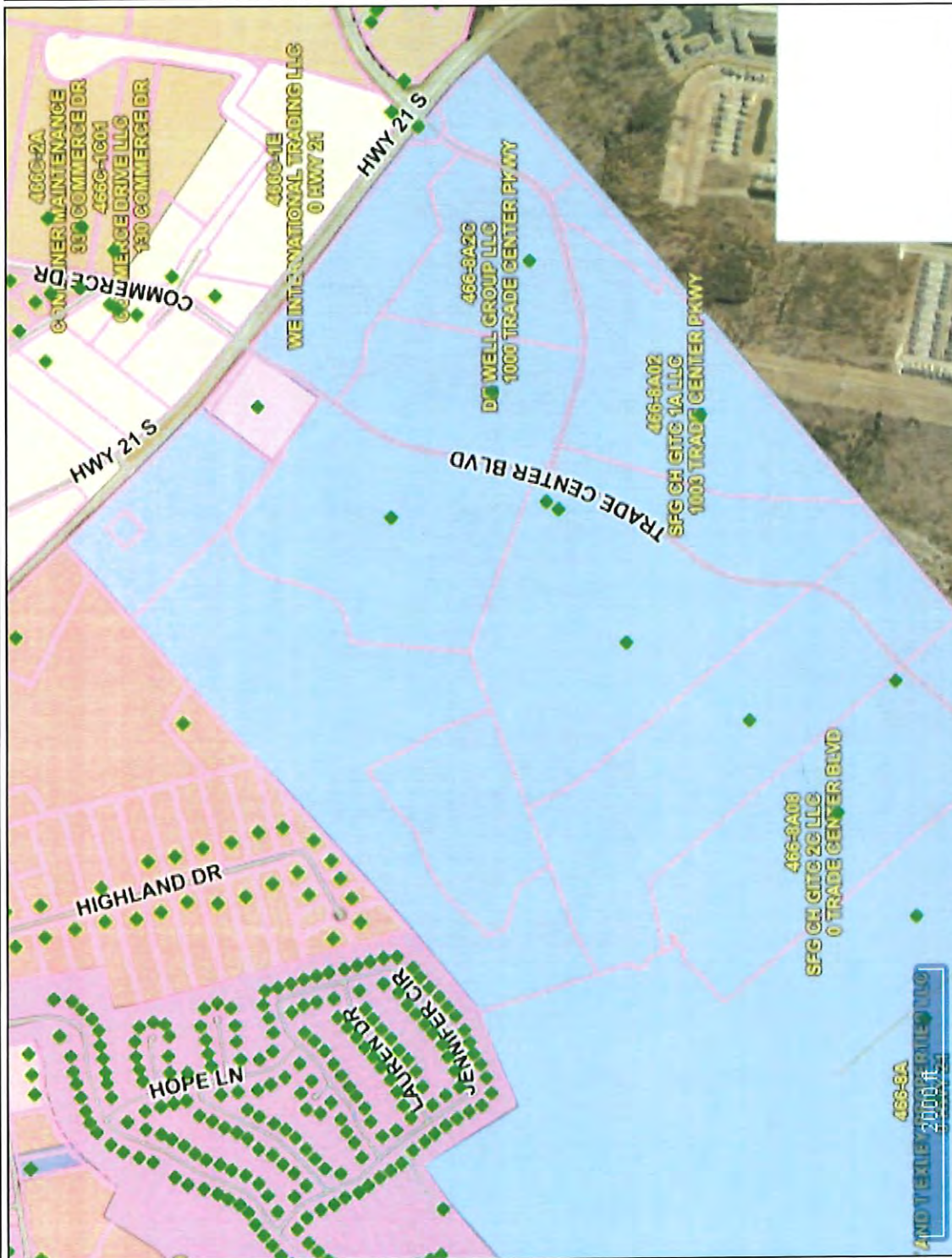
### Legend

- ◆ Address Points  
☐ Tax Parcels With Labels  
 Zoning Districts

2025

- AR-1 AR-2 B-1 B-2 B-3 C-1 CP FH GN I-1 MXU PD R-1 R-1<sup>A</sup> R-2 R-3 R-4

Road Names  
Road Centerlines



This map is a user generated static output from [rightspot.spateng.com](https://rightspot.spateng.com) website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

11 Jun, 2021





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.

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 **Chesterfield, LLC – (Map # 466 Parcel # Multiple)** from **PD** to **PD** 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?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_

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

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

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

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

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL RET

DISAPPROVAL \_\_\_\_\_

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

RET

9.5

# EFFINGHAM COUNTY REZONING CHECKLIST

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## CHECK LIST:

The Effingham County Planning Commission recommends:

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?

DKS

6/28/21

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **SFG CH / Chesterfield** requests a **PD Text Amendment** releasing the developer from the proposed right of way reservation, at the GA International Trade Center on Hwy 21 at Old Augusta Road; zoned **PD**.

### Map# 466 Parcel# multiple

**Summary Recommendation:** Staff have reviewed the PD Text Amendment proposal to release the developer from the requirement to reserve right of way for a future connection between Hwy 21 and the Effingham Parkway, and recommend approval.

### Executive Summary/Background:

- The Exley Tract North & South PD-MU Development Text stipulates that the developer reserve right of way for the county to develop as a connector between Hwy 21 and the Effingham Parkway. Construction of the connector must start on or before June 1, 2023, or the right of way shall be released from the reservation (*PD-MU Development Text, section A. General Description*).
- The developer requests early release from the right of way reservation.
- Changes such as street access or alignment, and public or common areas, are treated as minor amendments (*section 5.15.2.2*). Because this request involves a proposed connection between Hwy 21 and the Effingham Parkway, staff have determined that the request for early release from the right of way reservation is a major amendment.
- The feasibility of the route was put into question when the wetlands were re-delineated along the proposed route of the connector. The potential wetland impacts made this connector unfeasible and likely would not be permitted through the US Army Corp of Engineers when considering other potential east-west corridor routes in Effingham County.
- Any proposed connector using this right of way would require additional right of way acquisition, between the Exley Tract and the Effingham Parkway, at the county's expense.
- The location of the proposed connector in the Exley Tract Master Plan is not as advantageous for an east-west connector as other locations suggested by the Effingham County Transportation Master Plan.
- The requested PD Text Amendment will allow the developer to complete planning and development of the affected parcels for warehousing before the agreed upon expiration date of June 1, 2023.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the **PD Text Amendment** releasing the developer from the proposed right of way reservation.
- Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives for Commission to Consider

1. Approve the Planned Development Text Amendment.
2. Deny the Planned Development Text Amendment.

**Recommended Alternative:** 1

**Other Alternatives:** N/A

**Department Review:** Administration; Development Services; County Attorney

**Funding Source:** N/A

### Attachments:

1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
466-MULTIPLE

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
466-MULTIPLE

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, CHESTERFIELD, LLC, has filed an application for a PD Text Amendment releasing the developer from the proposed right of way reservation; map and parcel number 466-MULTIPLE, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT the application for a PD Text Amendment releasing the developer from the proposed right of way reservation; map and parcel number 466-MULTIPLE, located in the 2<sup>nd</sup> 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 (Third District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Drew Ira Boyd** as Agent for **Bethany Chernich** requests to **rezone** 3.04 acres from **AR-1** to **AR-2** to allow for the subdivision and recombination of parcels. Located at 744 & 796 Old Dixie Highway.  
**Map# 387 Parcel# 21**  
**Map# 365 Parcel# 34**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 3.04 acres from **AR-1** to **AR-2** to allow for a recombination of parcels, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to subdivide 0.19-acres from 387-21 and recombine it with 365-34, resulting in a 3.04-acre parcel.
- The total acreage is less than 5 acres, and therefore must be rezoned to AR-2.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request to rezone 3.04 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. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

### Alternatives

1. **Approve** request to **rezone** 3.04 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. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.04 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternative:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

1. Rezoning Application and Checklist
2. Ownership Certificate/Authorization
3. Deed

4. Plat
5. Aerial Photograph

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 5/26/21

Applicant/Agent: IRA BOYD

Applicant Email Address: drewboyd40@gmail.com

Phone # 401-261-2428

Applicant Mailing Address: 744 old Dixie Hwy

City: Springfield State: GA Zip Code: 31329

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

Owner's Email Address (if known): bethanyvboyd@yahoo.com

Phone # 912-433-0709

Owner's Mailing Address: 796 old Dixie Hwy

City: Springfield State: GA Zip Code: 31329

Property Location: 796 old Dixie Hwy

Proposed Road Access: Culvert From Dixie Hwy

Present Zoning of Property: AR 1 Proposed Zoning: AR 2

Tax Map-Parcel # 03650034 Total Acres: 2.8 Acres to be Rezoned: 3.04

Lot Characteristics: (+ ~~1.2~~ .2)

**WATER**

☒ Private Well

☐ Public Water System

**SEWER**

☒ Private Septic System

☐ Public Sewer System

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: Add Single Family home and need to add property for septic

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

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

Single Family Residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

no - Just Residential home

3. Describe the use that you propose to make of the land after rezoning.

single Family Residence

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

Single Family homes

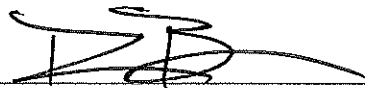
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

will be of the same use

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

No

Applicant Signature:



Date

5/26/21

**ATTACHMENT B - OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

12/05/2016, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2379 page 453.

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 Bethany Chernich

Print Name Bethany Chernich

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 28<sup>th</sup> day of May, 20 21.

Kathleen Erin Dunnigan  
Notary Public, State of Georgia



## AUTHORIZATION OF PROPERTY OWNER

I, Bethany Chernich, 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: IRA BOYD

Applicant/Agent Address: 744 Old Dixie Hwy

City: Springfield State: GA Zip Code: 31329

Phone: 401-261-2428 Email: drewboyd40@gmail.com

Owner's signature Bethany Chernich

Print Name Bethany Chernich

Personally appeared before me Bethany Chernich (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 28<sup>th</sup> day of May, 20 21.

Kathleen Erin Dunnigan  
Notary Public, State of Georgia





DOC# 001158  
FILED IN OFFICE  
2/10/2017 09:46 AM  
BK:2389 PG:650-651  
ELIZABETH Z. HURSEY  
CLERK OF SUPERIOR COURT  
EFFINGHAM COUNTY

DOC# 010168 Presentment 08  
FILED IN OFFICE July 20, 2021  
12/6/2016 09:59 AM  
BK:2379 PG:453-454  
ELIZABETH Z. HURSEY  
CLERK OF SUPERIOR COURT  
EFFINGHAM COUNTY

PT-61 051-2017-000316

PT-61 051-2016-003109

*Please cross-reference.*

*\* Please re-record to correct Grantee's Name.*

STATE OF GEORGIA )

The Newberry Law Firm P.C.

)

P.O. Box 790

COUNTY OF EFFINGHAM )

Springfield, Ga 31329

### QUIT CLAIM DEED

THIS INDENTURE, made this 3<sup>rd</sup> day of December, 2016, between VARNIE C. WILSON, as Party of the First Part (hereinafter "Grantor") and BETHANY V. CHERNICH, as Party of the Second Part (hereinafter "Grantee");

### WITNESSETH:

That the said 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 bargained, sold, and does by these presents remise, release and forever QUITCLAIM to the said Grantee, her successors and assigns, all of the right, title, interest, claim or demand the said Grantor has or may have had in and to 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, Effingham County, Georgia, containing 2.85 acres, more or less, as shown and more particularly described on that certain map or plat made by Warren E. Poythress, R.L.S. #1953, dated December 16, 1986, recorded in Plat Record Book 18, Page 166, 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 Deed from Lisa E. Wright to Varnie C. Wilson, dated March 30, 2011, recorded in Deed Book 2006, Page 406, aforesaid records.

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



IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on the day and year first above written.

Varnie C. Wilson (SEAL)  
VARNIE C. WILSON

Signed, sealed and delivered this  
5<sup>th</sup> day of December, 2016, in  
the presence of:

Amy R. Hughes  
WITNESS

[Signature]  
NOTARY PUBLIC



**\*\*TITLE NOT EXAMINED OR WARRANTED BY PREPARER OF DEED\*\***

## ATTACHMENT C - SITE PLAN REQUIREMENTS

All Rezoning submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

- A. Dimensions of the property involved
- B. Location and dimensions of existing and/or proposed structures with the type of usage designated
- C. Access drives
- D. Setbacks
- E. Easements
- F. Rights-of-way
- G. Proposed or existing water, sewer and drainage facilities
- H. Buffers
- I. Off-street parking
- J. Watercourses, lakes or swamps acres
- K. Loading areas, signage and outdoor lighting (in case of commercial and industrial development)
- L. Recreational areas (in case of residential development)
- M. Proposed number of dwelling units and net acres available for building (in case of residential development).

A - 493.98' x 263.67' x 498.60' x 279.12'

B - 32 x 66 Manufactured Home with well and septic

C - Entrance From old Dixie as determined by County

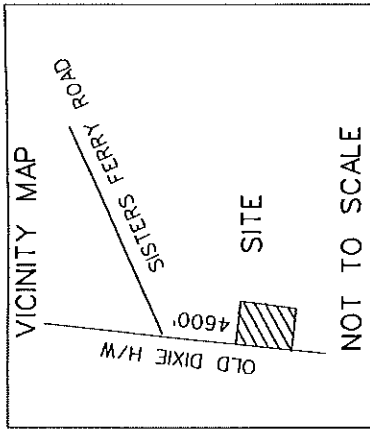
D - All set backs will be in accordance with county codes. Home site is yet to be determined based on this Application and approval For septic by the health Dept.

G - Deep Well and septic per health Dept.

H - Buffer Codes will be met.

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF A PORTION OF MAP & PARCEL 03870013 WITH MAP & PARCEL 036500349 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERRING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)



LEGEND:

- IRF 1/4" REBAR FOUND
- IRS 3/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 1:24,000 PLAT NOT ADJUSTED

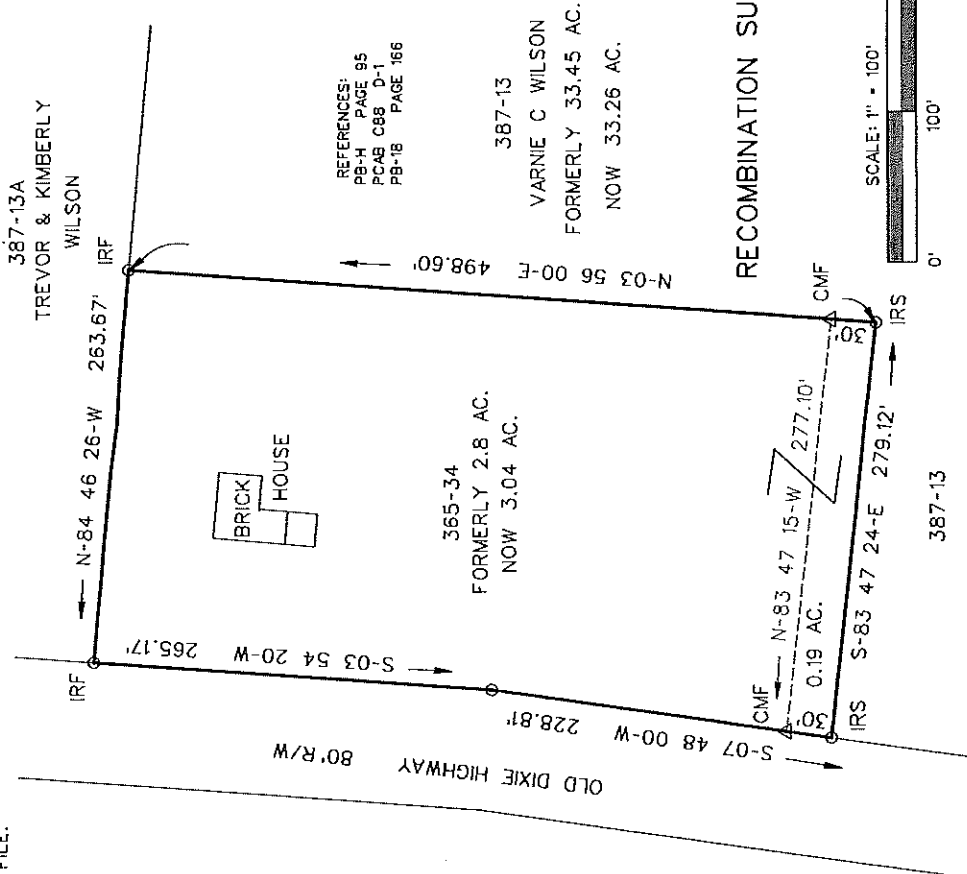
ADOLPH N. MICHELIS & ASSO.  
736 SANDY RIDGE ROAD  
SYLVANIA, GEORGIA 30467  
PH. (912) 829 3972

# SURVEYORS CERTIFICATION

(1) As required by subsection (a) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by appropriate officials for recording as evidence. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat. The surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in O.C.G.A. Section 15-6-67.



*Adolph N. Michelis*  
DATE: 5-05-21



REFERENCES:  
PB-H PAGE 95  
PCAB C88 D-1  
PB-18 PAGE 166

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, the plat is not a representation of the actual conditions on the ground but this plat is a representation of the conditions as shown on the plat. The plat is not a representation of the actual conditions on the ground but this plat is a representation of the conditions as shown on the plat. The plat is not a representation of the actual conditions on the ground but this plat is a representation of the conditions as shown on the plat.

*Adolph N. Michelis* 5/18/21  
Title  
Signing Authority

SURVEY FOR  
DREW BOYD &  
BETHANY CHERNICH

SURVEY TO RECOMBINE 0.19 AC.  
FROM M & P 03870013 WITH  
MAP & PARCEL 03650034  
LOCATED IN THE 11TH. G.M.D.  
EFFINGHAM COUNTY, GEORGIA  
SURVEYED 03 MAY 2021  
PLAT DRAWN 03 MAY 0201

DBYD.DGN MAY2021



# 744/796 OLD DIXIE HWY

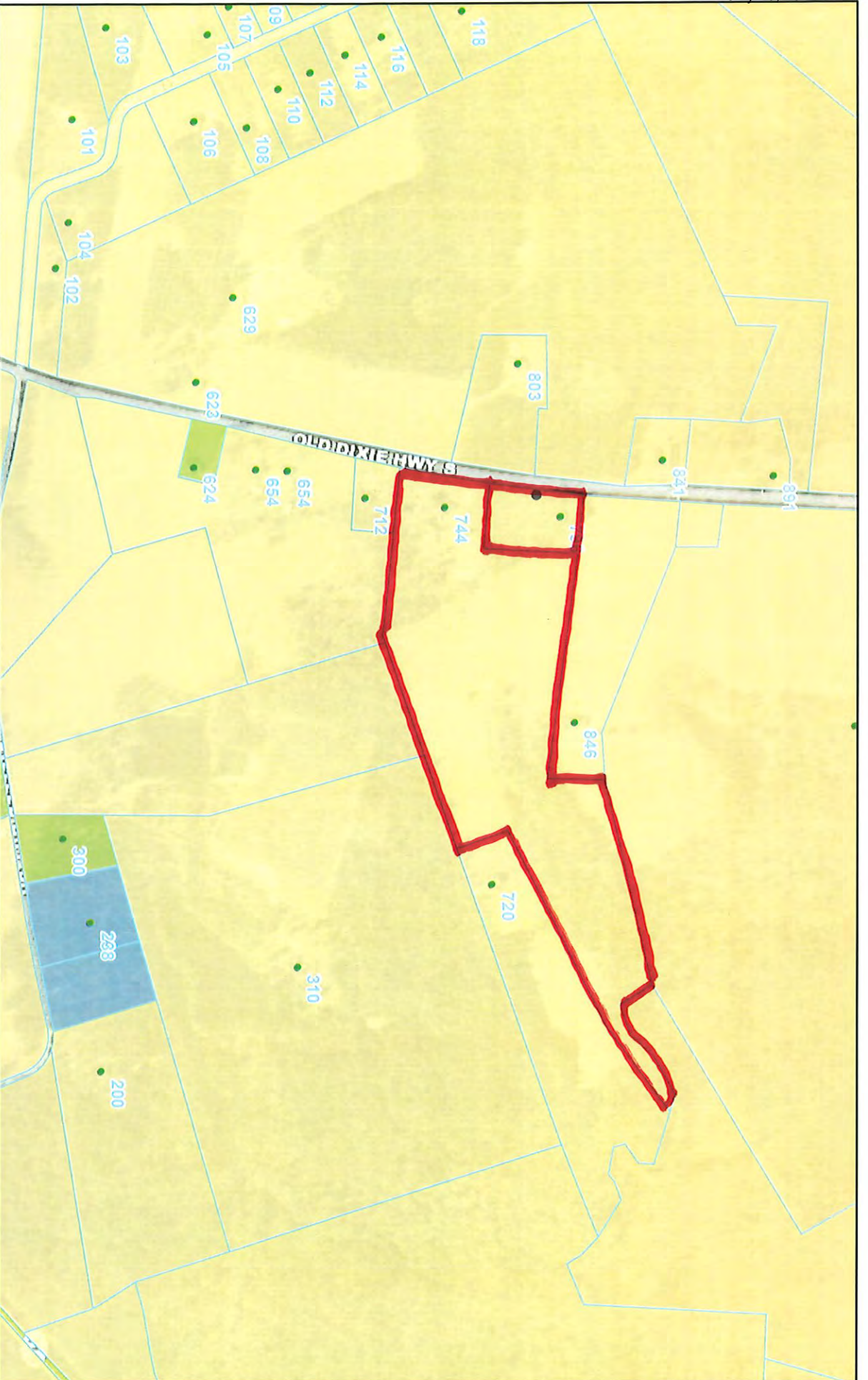
PB Presentment 08  
July 20, 2021





# OLD DIXIE HWY

PB Presentment 08  
July 20, 2021



5/27/2021, 4:30:01 PM

EffinghamCountyZoneClass

Road Centerlines\_9K

Minor Arterial Image

1:9,028

AR-1

Collector

Railroad\_9K

0 0.05 0.1 0.2 0.2 mi  
0 0.1 0.2 0.4 km

AR-2

County

CountyBoundary\_9K

Freeway

Local

Major Arterial

Red: Red

Green: Green

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.

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 **Ira Boyd as Agent for Bethany Chernich** – (Map # 387 Parcel # 13 & Map# 365 Parcel# 34) 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?



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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APPROVAL \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_

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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 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?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Ira Boyd as Agent for Bethany Chernich** – (Map # 387 Parcel # 13 & Map# 365 Parcel# 34) from AR-1 to AR-2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?



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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 **Ira Boyd as Agent for Bethany Chernich** – (Map # 387 Parcel # 13 & Map# 365 Parcel# 34) 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?

*BKS*

6/28/21

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Drew Ira Boyd as Agent for **Bethany Chernich** requests to **rezone** 3.04 acres from **AR-1** to **AR-2** to allow for the subdivision and recombination of parcels. Located at 744 & 796 Old Dixie Highway.  
**Map# 387 Parcel# 21**  
**Map# 365 Parcel# 34**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.04 acres from **AR-1** to **AR-2** to allow for a recombination of parcels, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to subdivide 0.19-acres from 387-21 and recombine it with 365-34, resulting in a 3.04-acre parcel.
- The total acreage is less than 5 acres, and therefore must be rezoned to AR-2.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 3.04 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. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

### Alternatives

1. **Approve** request to **rezone** 3.04 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. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.04 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternative:** 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.  
387-21 & 365-34

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
387-21 & 365-34

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, DREW IRA BOYD as agent for BETHANY CHERNICH, has filed an application to rezone three and four hundredths (3.04) +/- acres; from AR-1 to AR-2: map and parcel number 387-21 & 365-34, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT three and four hundredths (3.04) +/- acres; map and parcel number 387-21 & 365-34, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision and recombination plat must be approved by the Zoning Administrator, 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:** July 20, 2021  
**Item Description:** **Scott Andrews Hendrix** as Agent for **Robert & Wendy Fears** request to **rezone** 2.86 acres from **AR-1** to **AR-2** to allow for the subdivision and recombination of parcels. Located on Country Way & Country Court East.

### Map# 344A Parcels# 23 & 25

## Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 2.86 acres from **AR-1** to **AR-2** to allow for the subdivision and recombination of parcels, with conditions.

## Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to subdivide 0.36-acres from 344A-25 (resulting in a 1-acre parcel), and recombine it with 344A-23 (resulting in a 1.86-acre parcel).
- The total acreage is less than 5 acres, and therefore both parcels must be rezoned to AR-2.
- The parcels are in Country Acres, which is a major subdivision. Therefore, the final plat revision must be approved by the Board of Commissioners.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 2.86 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision and recombination plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
- Michael Larson seconded the motion. The motion carried unanimously.

## Alternatives

**1. Approve** request to **rezone** 2.86 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Subdivision and recombination plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.

**2. Deny** the request to **rezone** 2.86 acres from **AR-1** to **AR-2**.

**Recommended Alternative: 1**

**Department Review:** Development Services

**Other Alternative: 2**

**FUNDING:** N/A

**Attachments:**  
1. Rezoning Application and Checklist  
2. Ownership Certificate/Authorization

3. Plat  
4. Aerial Photograph



ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Scott Andrew Hendrix Date 5/24/21  
Applicant email address shendrixip1@gmail.com Phone # 912 665 3163  
Property owner(s) Robert and Wendy Fears email fears.family@comcast.net  
Telephone Number (912) 667 2147  
Mailing Address 304 Country Court East, Springfield GA 31329  
Property location same  
Present zoning AR-1  
Proposed zoning AR-2  
Present land-use Residential - single family home  
Proposed land-use same  
Tax Map # 344A-23 Parcel # 23 Lot #   
Total Acres 2.86 Acres to be rezoned 2.86  
Lot characteristics developed  
Water Public ☒ Private Sewer Public ☒ Private  
Proposed access Country Way & Country Court East  
Justification Moving a line between family members  
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 (changing to AR-2) West AR-1

1

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

Residential - single family home

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

no, just moving the line within a family

3. Describe the use that you propose to make of the land after rezoning.

no change

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

all residential - single family 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?

no changes to anyone's 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 change to use

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

5/4/2021, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2685 page 693-693.

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 Derrick Alan Hendrix Print Derrick Alan Hendrix

Owner's signature \_\_\_\_\_ Print \_\_\_\_\_

Owner's signature \_\_\_\_\_ Print \_\_\_\_\_

Sworn and subscribed before me this 24th day of May, 2021.

Carla D Hill  
Notary Public, State of Georgia



2

**ATTACHMENT B**

**EFFINGHAM COUNTY OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

8/22/05, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2685 page 693 -.

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 Wendy H. Fears Print Wendy H. Fears

Owner's signature Robert E. Fears Jr. Print Robert E. Fears Jr.

Owner's signature \_\_\_\_\_ Print \_\_\_\_\_

Sworn and subscribed before me this 24<sup>th</sup> day of May, 2021.

Carla D. Hill  
Notary Public, State of Georgia







Effingham County Development Services

**AUTHORIZATION OF PROPERTY OWNER**

I, Derrick Alan Hendrix, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Scott Andrew Hendrix Date: 5/24/21

Address: 155 country way

City: Springfield State: GA Zip Code: 31329

Telephone Number: 912 665 3163 Email: shendrixip1@gmail.com

Derrick Alan Hendrix Derrick Alan Hendrix  
Signature of Owner Owners Name (Print)

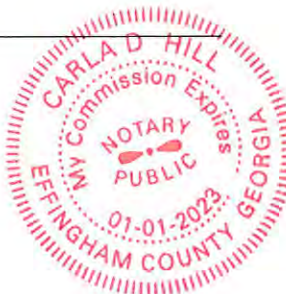
Personally appeared before me Derrick Alan Hendrix (Owner print)

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

This Day 24th of May

Carla D Hill  
Notary Public

(Notary Seal)





Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Wendy H Fears, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Scott Hendrix Date: 5/24/21

Address: 155 country way

City: Springfield State: GA Zip Code: 31329

Telephone Number: 912 665 3163 Email: shendrix1@gmail.com

Wendy H Fears  
Signature of Owner

Wendy H. Fears  
Owners Name (Print)

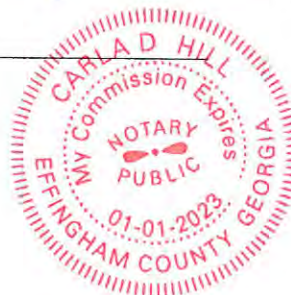
Personally appeared before me Wendy H Fears (Owner print)

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

This Day 24th of May, 2021

Carla D Hill  
Notary Public

(Notary Seal)





STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 22<sup>nd</sup> day of August, 2005, between WILLIAM A. HENDRIX and MARY T. HENDRIX of the FIRST PART, and ROBERT E. FEARS, and WENDY H. FEARS of the SECOND PART, JR.

WITNESSETH, That the said parties of the FIRST PART, for and in consideration of the natural love and affection they have for their daughter and son-in-law, the said SECOND PARTIES herein, have granted, given, conveyed and confirmed and by these presents do grant, give, convey and confirm unto the said parties of the SECOND PART, and upon the death of either of them, then to the survivor in FEE-SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of such survivor, all of the following described property to-wit:

ALL that certain lot or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing One and One-Half (1.5) acres, more or less, and being known and designated as Lot Twenty-Three (23) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the northwest by lands of Jarman, a distance of 96.78-feet and by lands of Tebeau, a distance of 196.50-feet; on the northeast by lands of Tebeau, a distance of 136.84-feet and by lands of Shearouse, a distance of 88.21-feet; on the southeast by lands of Hendrix, a distance of 254.36-feet and by Country Court East, a distance of 61.26-feet; and on the southwest by lands of Hendrix, a distance of 207.71-feet.

Express reference hereby made to the plat of said lands made by Jeffrey Wayne Mock, R.L.S. #002992, dated August 1, 2005 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide 92 A1, for better determining the metes and bounds of said lands herein conveyed.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said parties of the SECOND PART, and upon the death of either of them, then to the survivor, and to the heirs and assigns of such survivor, in FEE-SIMPLE together with every contingent remainder and right of reversion; and the said parties of the FIRST PART the said granted property above described unto the said parties of the SECOND PART, their heirs, executors, administrators and assigns, against the said parties of the FIRST PART, their heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will and do hereby warrant and forever defend by virtue of these presents.

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

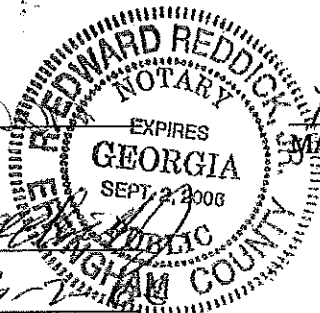
Signed, sealed and delivered  
in the presence of:

William A. Hendrix (SEAL)  
WILLIAM A. HENDRIX

Darlene Jackson  
Unofficial Witness

Mary T. Hendrix (SEAL)  
MARY T. HENDRIX

Robert E. Fears  
Notary Public  
My commission expires: 9-2  
pmj



CLERK E.C.C.S.C.

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 22<sup>nd</sup> day of August, 2005, between WILLIAM A. HENDRIX and MARY T. HENDRIX of the FIRST PART, and ROBERT E. FEARS and WENDY H. FEARS of the SECOND PART, JR.

WITNESSETH, That the said parties of the FIRST PART, for and in consideration of the natural love and affection they have for their daughter and son-in-law, the said SECOND PARTIES herein, have granted, given, conveyed and confirmed and by these presents do grant, give, convey and confirm unto the said parties of the SECOND PART, and upon the death of either of them, then to the survivor in FEE-SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of such survivor, all of the following described property to-wit:

ALL that certain lot or parcel of land situate, lying and being in the 11<sup>th</sup> G.M. District of Effingham County, Georgia, containing One and One-Half (1.5) acres, more or less, and being known and designated as Lot Twenty-Three (23) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the northwest by lands of Jarman, a distance of 96.78-feet and by lands of Tebeau, a distance of 196.50-feet; on the northeast by lands of Tebeau, a distance of 136.84-feet and by lands of Shearouse, a distance of 88.21-feet; on the southeast by lands of Hendrix, a distance of 254.36-feet and by Country Court East, a distance of 61.26-feet; and on the southwest by lands of Hendrix, a distance of 207.71-feet.

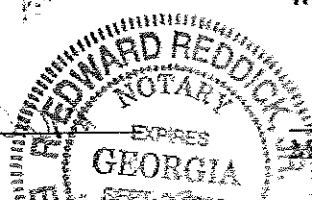
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TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said parties of the SECOND PART, and upon the death of either of them, then to the survivor, and to the heirs and assigns of such survivor, in FEE-SIMPLE together with every contingent remainder and right of reversion; and the said parties of the FIRST PART the said granted property above described unto the said parties of the SECOND PART, their heirs, executors, administrators and assigns, against the said parties of the FIRST PART, their heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will and do hereby warrant and forever defend by virtue of these presents.

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

Signed, sealed and delivered  
in the presence of:

Darrell Jack  
Unofficial Witness



William A. Hendrix (SEAL)  
WILLIAM A. HENDRIX

Mary T. Hendrix (SEAL)  
MARY T. HENDRIX

**GIFT DEED**

**FROM: WILLIAM A. BEMBRITZ AND  
MARY T. BEMBRITZ**

**TO: ROBERT E. FEAR, JR. AND  
WENDY H. FEAR**

**1.5 ACRES, LOT 23  
11th C.M. DISTRICT  
EFFINGHAM COUNTY, GEORGIA**

**REDDICK & EXLEY  
ATTORNEYS AT LAW  
P.O. BOX 103  
SPRINGFIELD, GEORGIA 31109**

BK:2685 PG:693-693

D2021005300

FILED IN OFFICE  
CLERK OF COURT  
05/04/2021 01:10 PM  
JASON E. BRAGG, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Jason E. Bragg*

5224125492  
7067927936  
PARTICIPANT ID

When Recorded Return To:  
Wells Fargo Home Mortgage  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

Loan Number 0409309408

**CANCELLATION OF DEED TO SECURE DEBT**  
(Cancellation of Security Deed)

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

The indebtedness referred to in that certain Deed to Secure Debt from DERRICK A HENDRIX to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS GRANTEE, AS NOMINEE FOR PRIMARY CAPITAL ADVISORS, LC, ITS SUCCESSORS AND ASSIGNS dated 12/09/2011, and recorded in Deed Book 02052 and Page 0194 in the office of the Clerk of Superior Court of EFFINGHAM County, Georgia, having been acknowledged as paid in full and the undersigned being the present lienholder of such secured interest by virtue of being the original grantee or the heir, assign, transferee, or devisee of the original grantee, the clerk of such superior court is authorized and directed to cancel that deed of record as provided in Code Section 44-14-4 of the O.C.G.A. for other Mortgage cancellations.

Property is commonly known as: 103 COUNTRY WAY, SPRINGFIELD, GA 31329.

Dated this 04th day of May in the year 2021.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS GRANTEE, AS NOMINEE FOR PRIMARY CAPITAL ADVISORS, LC, ITS SUCCESSORS AND ASSIGNS

By: *Cecelia Mansfield*  
CECELIA MANSFIELD  
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.  
Signed and delivered in the presence of:

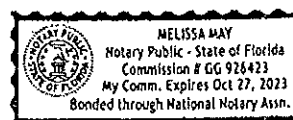
*Ionie Lopez Colon*  
IONIE LOPEZ COLON  
WITNESS



STATE OF FLORIDA COUNTY OF PINELLAS

I hereby attest that I was present and acknowledged the execution of the foregoing instrument, done before me by means of [X] physical presence or [ ] online notarization on this 04th day of May in the year 2021, by Cecelia Mansfield as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS GRANTEE, AS NOMINEE FOR PRIMARY CAPITAL ADVISORS, LC, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

*Melissa May*  
MELISSA MAY  
COMM EXPIRES: 10/27/2023



Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
WFHRC 423862074 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) MIN  
100229330000866347 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI  
48501-2026 DOCR T042105-12:22:24 [C-1] ERCNGA5



\*D0076306509\*

JEFFREY W. MOCK PLS  
1919 TWIN FORKS ROAD  
STATESBORO, GA 30458  
PH: (912) 657-4010

**A DIVISION OF  
LOT 23 & LOT 25**

EFFINGHAM COUNTY, GA

PREPARED FOR  
ROBERT E. FEARS JR. &  
WENDY H. FEARS

1. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT DISCLOSED IN THIS EXAMINATION. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2. THIS PROPERTY LIES IN ZONE "X" ACCORDING TO FEMA MAP NUMBER 1310300252E, DATED MARCH 16, 2015

3. PARCEL INFORMATION TAKEN FROM EFFINGHAM COUNTY GIS DATA BASE.

LEGEND  
R/MCMF = D.O.T. MONUMENT FOUND  
IRF = IRON REBAR FOUND 5/8"  
IRS = IRON REBAR SET 1/2"  
IRP = IRON PIPE FOUND 3/4"

100' 50' 0' 100'  
GRAPHIC SCALE: 1"=100'

PROJECT NO.: 21-008  
DRAWN BY: JVM  
SURVEYED BY: JVM  
SURVEY DATE: 5/22/21  
CHECKED BY: JVM  
SCALE: 1"=100'  
DATE: 5/22/21

**SHEET 1 OF 1**

**CERTIFICATE OF APPROVAL FOR RECORDING**  
THE SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA

CHAIRMAN OF EFFINGHAM BOARD OF COMMISSIONERS DATE

WITNESS DATE

N/F  
Thomas F. Ratliff  
Slide D158 A1

N/F  
Vivian Jarman  
PB 10 PG 6

N/F  
Robert E. Fears Jr.  
Wendy H. Fears  
Lot 23  
Slide C92 A1  
1.86 AC

N/F  
Sherry S. Duff  
PB28 PG 513

N/F  
William A. & Mary T.  
Hendrix  
PB 10 PG 6

N/F  
Derrick A. Hendrix  
Lot 25  
Slide C92 A1  
1.00 AC

N/F  
William A. &  
Mary T. Hendrix  
Slide C92 A1

NOTE:  
BOTH LOTS HAVE EXISTING HOUSES, WELLS AND SEPTIC TANKS. THE ORIGINAL SUBDIVISION PLAN HAD A LOT BETWEEN LOT 25 AND LOT 23 WHICH WAS SPLIT BETWEEN HENDRIX AND FEARS IN 2005. THE INTENT IS FOR LOT 25 TO BE 1 ACRE AND THE REMAINING ACREAGE TO BE JOINED TO LOT 23.

| LINE | BEARING       | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|------|---------------|------------|--------------|---------------|-------------|
| L1   | N 55°03'15" E | 19.08      |              |               |             |
| L2   | S 57°21'18" W | 35.52      |              |               |             |
| L3   | S 56°52'26" W | 75.43      |              |               |             |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|--------|------------|--------------|---------------|-------------|
| C1    | 90.66' | 25.65'     | 25.56'       | S 67°26'42" W | 167°12'39"  |



THIS PLAT HAS BEEN APPROVED BY THE GOVERNING AUTHORITY AS EVIDENCE BY THE SIGNATURES SHOWN ON THIS PLAT AS REQUIRED BY SUBSECTION (6) OF O.C.G.A. SECTION 15-6-87. THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR THE PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

**SURVEYOR'S CERTIFICATE**

EFFINGHAM COUNTY GOVERNING AUTHORITY DATE

PROFESSIONAL LAND SURVEYOR DATE

*Jeffrey W. Mock*  
5/26/21

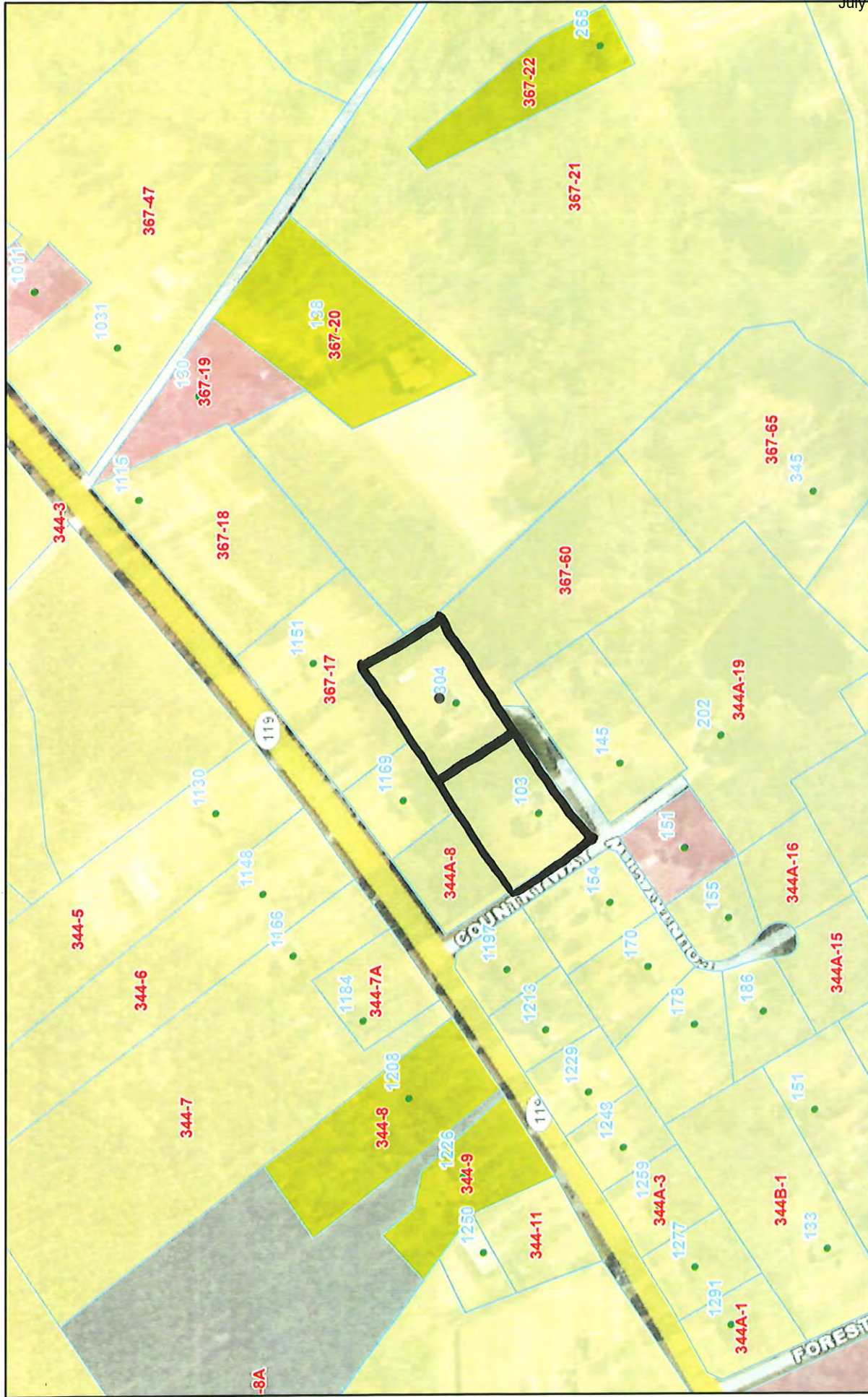
E.C. FIELD: 1:49,141  
E.O.C. PLAT LOT EXCEEDS 1:100,000  
ANGULAR ERROR: 1.25" PER ANGLE  
ADJUSTED BY: COMPASS RULE  
EQUIPMENT USED: TOPCON TOTAL STATION



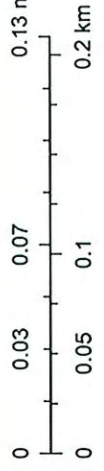




# 344A-23 & 25



1:4,514



5/26/2021, 3:26:15 PM

EffinghamCountyZoneClass

R-1 CountyBoundary\_4K

Major Arterial Image

- AR-1
- AR-2
- Other Road Centerlines\_4K
- Freeway
- Highway
- Local
- Collector
- County
- Minor Arterial
- Red: Red
- Green: Green
- Railroad\_4K

Esri, Inc., City of Naperville, Illinois, Maxar

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.

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 **Scott Andrew Hendrix as Agent for Robert & Wendy Fears – (Map # 344A Parcels # 23 & 25)** 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?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Scott Andrew Hendrix as Agent for Robert & Wendy Fears – (Map # 344A Parcels # 23 & 25)** from AR-1 to AR-2 zoning.

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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?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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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 PEH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Scott Andrew Hendrix as Agent for Robert & Wendy Fears** – (Map # 344A Parcels # 23 & 25) 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?

PEH

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.

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 **Scott Andrew Hendrix as Agent for Robert & Wendy Fears – (Map # 344A Parcels # 23 & 25)** 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?

BFS

6/28/21

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Scott Andrews Hendrix** as Agent for **Robert & Wendy Fears** request to **rezone** 2.86 acres from **AR-1** to **AR-2** to allow for the subdivision and recombination of parcels. Located on Country Way & Country Court East.

### Map# 344A Parcels# 23 & 25

## Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.86 acres from **AR-1** to **AR-2** to allow for the subdivision and recombination of parcels, with conditions.

## Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to subdivide 0.36-acres from 344A-25 (resulting in a 1-acre parcel), and recombine it with 344A-23 (resulting in a 1.86-acre parcel).
- The total acreage is less than 5 acres, and therefore both parcels must be rezoned to AR-2.
- The parcels are in Country Acres, which is a major subdivision. Therefore, the final plat revision must be approved by the Board of Commissioners.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 2.86 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision and recombination plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
- Michael Larson seconded the motion. The motion carried unanimously.

## Alternatives

**1. Approve** request to **rezone** 2.86 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Subdivision and recombination plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.

**2. Deny** the request to **rezone** 2.86 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Other Alternative:** 2

**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.

344A-23 & 25

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

344A-23 & 25

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, SCOTT ANDREWS HENDRIX as agent for ROBERT & WENDY FEARS, has filed an application to rezone two and eighty-six hundredths (2.86) +/- acres; from AR-1 to AR-2: map and parcel number 344A-23 & 25, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT two and eighty-six hundredths (2.86) +/- acres; map and parcel number 344A-23 & 25, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Subdivision and recombination plat must be approved by the Zoning Administrator, 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:** July 20, 2021  
**Item Description:** **Lynnette H. Tuck** requests to **rezone** 2 of 10 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 5296 Highway 119 N.

**Map# 422 Parcel# 41**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 2 of 10 acres from **AR-1** to **AR-2**, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The 2-acre parcel is to be separated for a home site, and must be rezoned to AR-2.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the request to rezone 2 of 10 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Peter Higgins seconded the motion. The motion carried unanimously.

### Alternatives

**1. Approve** request to **rezone** 2 of 10 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

**2. Deny** the request to **rezone** 2 of 10 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. Deed

4. Plat  
5. Aerial Photograph

## ATTACHMENT A

### EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Lynnette H. Tuck Date 5-20-21  
Applicant email address lynnette.tuck@yahoo.com Phone # 912-547-3684  
Property owner(s) Lynnette H. Tuck email lynnette.tuck@yahoo.com  
Telephone Number (912) 547-3684  
Mailing Address 5296<sup>GA</sup> Hwy 119 N Clyn, GA 31303  
Property location 5296 Hwy 119 N Clyn, GA 31303  
Present zoning AR1  
  
Proposed zoning AR2  
Present land-use agricultural residential  
Proposed land-use agricultural residential  
Tax Map # 422 Parcel # 41 Lot # \_\_\_\_\_  
Total Acres 10 Acres to be rezoned 2  
Lot characteristics mostly wooded, one single family home  
Water \_\_\_\_\_ Public ☒ Private \_\_\_\_\_ Sewer \_\_\_\_\_ Public \_\_\_\_\_  
☒ Private  
Proposed access State Route 119 existing drive  
~~mostly wooded, one single family home~~  
Justification break off a lot to give to my son (home site)  
List the zoning of the other property in the vicinity of the property you wish to rezone:  
North AR1 South AR1  
East AR1 West AR2

1

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

single family residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes, real estate

3. Describe the use that you propose to make of the land after rezoning.

Remain single family residence

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

single family residence

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 uses, single family 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



2  
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

October 28, 2016, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2375 page 103.

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 Lynnette Duck  
Print Lynnette Duck

Owner's signature \_\_\_\_\_  
Print \_\_\_\_\_

Owner's signature \_\_\_\_\_  
Print \_\_\_\_\_

Sworn and subscribed before me this 25<sup>th</sup> day of May, 2021  
Kathleen Erin Dunnigan  
Notary Public, State of Georgia



DOC# 009332 PB Presentment 12  
FILED IN OFFICE July 20, 2021  
10/31/2016 04:48 PM  
BK:2375 PG:103-103  
ELIZABETH Z. HURSEY  
CLERK OF SUPERIOR COURT  
EFFINGHAM COUNTY  
*Elizabeth Z. Hursey*  
REAL ESTATE TRANSFER T  
AX  
PAID: \$150.00  
PT-61 051-2016-002849

Return Recorded Document to:  
The Ratchford Firm  
1676 Highway 21 South  
Springfield, GA 31329

Our File #: 16-597

## WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 28th day of October, 2016, between Thomas William Frank, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Lynnette H. Tuck, 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,

All that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Ten (10) acres, more or less, and being bounded as follows: On the north by a public road leading from the Springfield-Clyo Highway to what is known as Youngs Town; on the east by the right-of-way, now or formerly of the Seaboard Air Line Railway; on the south by lands now or formerly of C.L. Arnsdorff and now or formerly of Henry Hanberry, and on the west by said Springfield-Clyo Highway.

This being the same property conveyed by Terri L. Gnann to Thomas William Frank as evidenced by that certain Quitclaim Deed dated May 19, 2014, recorded in Deed Book 2246, page 730, Effingham County, Georgia records.

**SUBJECT HOWEVER**, to all restrictive covenants, easements and rights of way of record.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

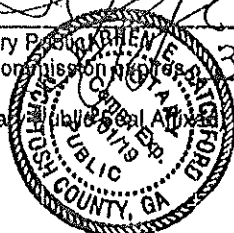
**AND THE SAID Grantor** will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed this 28th day of October, 2016  
In the presence of:

*Catherine J. Jones*  
Unofficial Witness

Notary Public  
My commission expires 3/1/19  
(Notary Seal)



*Thomas William Frank* (Seal)  
Thomas William Frank  
(Seal)



802 Highway 119 South, Post Office Box 350  
Springfield, Georgia 31329  
Phone: 912-754-6850 | Fax: 912-754-0078

June 1, 2021

Effingham County Zoning Board  
Springfield, GA 31329

Re: Lynnette H. Tuck  
5296 Hwy 119 N. Clyo GA 31303  
Pin: 422-41  
Total Acres: 10.0 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,

A handwritten signature in cursive script, reading "Darrell M. O'Neal".

Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department

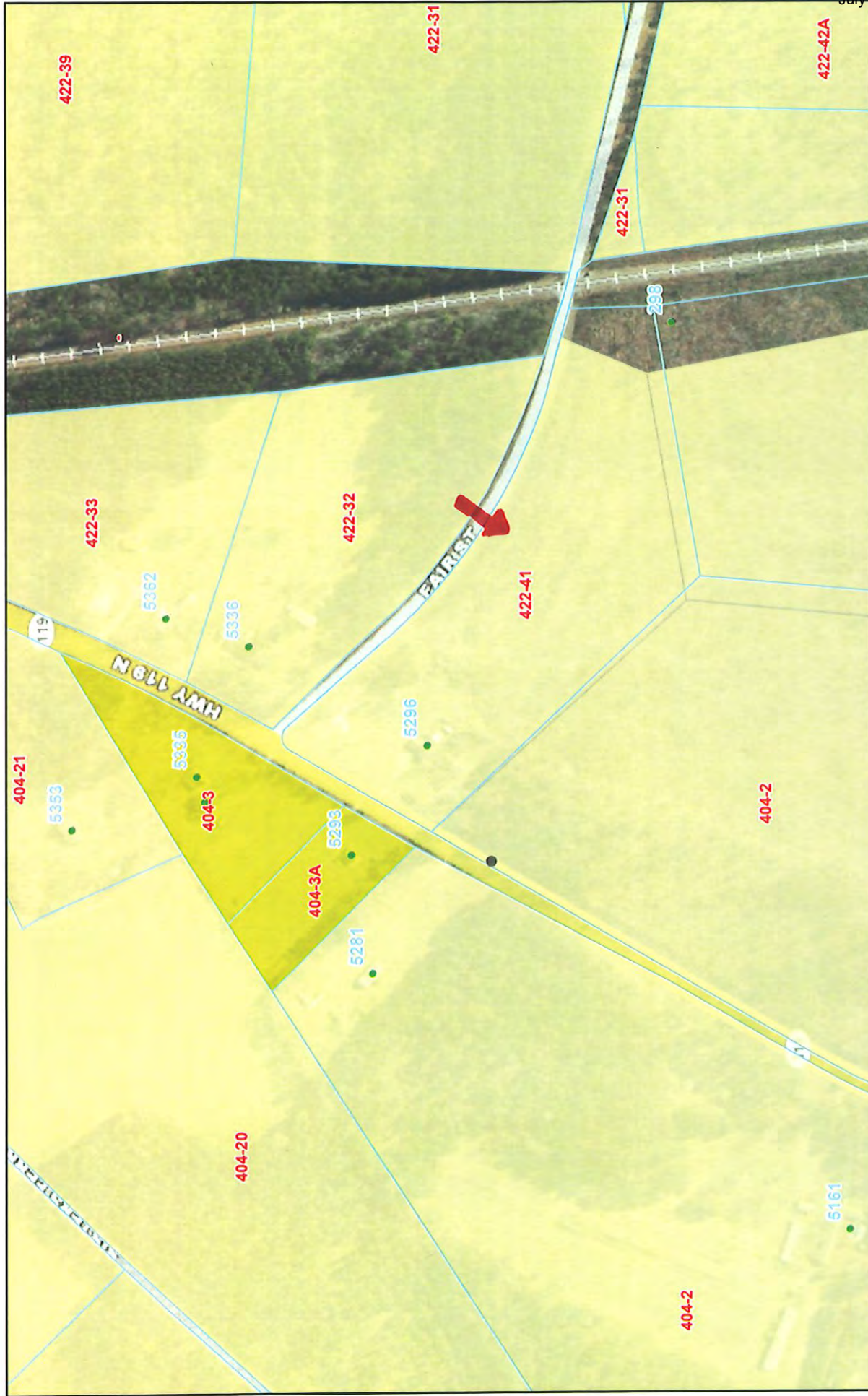


# 5296 HWY 119 N





# 5296 HWY 119 N



5/26/2021, 11:09:27 AM

EffinghamCountyZoneClass  
AR-1  
AR-2

Road Centerlines\_4K  
Collector  
Freeway

Highway  
Local  
Major Arterial

Minor Arterial Image  
Railroad\_4K  
Red: Red  
Green: Green

1:4,514

0 0.03 0.07 0.1 0.13 mi  
0 0.05 0.1 0.2 km

Esri, Inc., City of Naperville, Illinois, Maxar

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.

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 (Lynnette Tuck – (Map # 422 Parcel # 41) 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?

9.5

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The Effingham County Planning Commission recommends:

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



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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL \_\_\_\_\_

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Yes No ? 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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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 (**Lynnette Tuck – (Map # 422 Parcel # 41)**) 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?
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- Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No 7. Are nearby residents opposed to the proposed zoning change?
- Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Lynnette H. Tuck** requests to **rezone** 2 of 10 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 5296 Highway 119 N.

**Map# 422 Parcel# 41**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2 of 10 acres from **AR-1** to **AR-2**, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The 2-acre parcel is to be separated for a home site, and must be rezoned to AR-2.
- At the June 15 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 2 of 10 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Peter Higgins seconded the motion. The motion carried unanimously.

### Alternatives

**1. Approve** request to **rezone** 2 of 10 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

**2. Deny** the request to **rezone** 2 of 10 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
422-41

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
422-41

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, LYNNETTE H. TUCK, has filed an application to rezone two (2.00) +/- acres; from AR-1 to AR-2: map and parcel number 422-41, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT two (2.00) +/- acres; map and parcel number 422-41, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved by the Zoning Administrator, 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:** Variance (Fourth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Angie D. Wallace** request a **variance** to allow for the placement of an accessory structure in a front yard on an **R-1** zoned parcel. Located at 2855 McCall Road. **Map# 413 Parcel# 6A**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to allow an accessory structure in a front yard on an R-1 zoned parcel.

### Executive Summary

- 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.*

- An accessory structure was located on a concrete pad in the front yard of the property. There is no record of a building permit for the structure, which has been moved to the rear yard. The applicant wishes to replace the structure (permit #202100987), using the existing concrete pad. There is no hardship, as there is ample space in the side and rear of the primary structure for an accessory building. However, the concrete pad location is located more than 95' from the front property boundary, exceeding front setback requirements for all zoning districts. The residence is located over 120' from the front property boundary. While the accessory building will be located in front of the residence on the lot, both buildings exceed front setback requirements. The pad is screened from the road by trees.
- Section 6.2 Yards limits accessory building height in R-1 to 15', and limits the number of accessory structures to two.
- Accessory building heights are limited to 15' in the R zoning districts. The accessory building plans were reviewed by the Building Official. He determined that the roof is on a 3/12 pitch. In a 20'-wide structure, the roof peak will be 2'6" above the wall height. The wall height on the plans range from 12' to 20' tall. If the walls are at 12', the total height of the structure will be 14'6". The applicant states that the building will have 12' walls and an overall height less than 15'.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the request to allow an accessory structure in a front yard on an **R-1** zoned parcel, with the following conditions:
  - A building permit for the accessory structure must be obtained from Development Services.
  - The accessory structure shall be placed on the existing slab to replace the previous structure.
  - Accessory structures are limited to two in number, and 15' in height.Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives

- Approve** request to allow an accessory structure in a front yard on an **R-1** zoned parcel, with the following conditions:
  - A building permit for the accessory structure must be obtained from Development Services.
  - The accessory structure shall be placed on the existing concrete slab to replace the previous structure.
  - Accessory structures are limited to two in number, and 15' in height.
- Deny** the request to allow an accessory structure in a front yard on an **R-1** zoned parcel.

**Recommended Alternative:** 1      **Other Alternatives:** 2      **Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Variance Application      3. Deed  
2. Ownership Certificate/Authorization      4. Aerial Photograph



## ATTACHMENT A - VARIANCE APPLICATION

Application Date: 5/27/2021

Applicant/Agent: ANGIE D. WALLACE

Applicant Email Address: ANGIEDWALLACE@GMAIL.COM

Phone # 912-346-7649 OR 912-7043709 WRK 803 625-5286

Applicant Mailing Address: 2855 McCall Rd

City: Rincon GA 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: 2855 McCall Rd, Rincon GA 31326

Name of Development/Subdivision: \_\_\_\_\_

Present Zoning of Property R1 Tax Map-Parcel # 04130006A00 Total Acres 2.69

**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_

Describe why variance is needed: The site that I want to place metal bldg/  
garage is not parallel to the house and it's ahead of the house  
by 3ft.

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

Respectfully requesting to place the metal bldg in the existing  
area the shed was in when we bought the property. The land is cleared  
and ready in the exact location. Thank you.

Applicant Signature: Angie Wallace Date 5/27/2021

## 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

24 February 2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book \_\_\_\_\_ page \_\_\_\_\_.

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

Owner's signature Angie Wallace

Print Name Angie Wallace

Owner's signature Angie Wallace

Print Name Angie Wallace

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 27 day of May, 20 21.

Katlyn Nichole Morgan  
Notary Public, State of Georgia





PT-61 051-2017-000512

Return Recorded Document to:  
Theodore T. Carellas P.C.  
Post Office Box 2599  
Rincon, Georgia 31326

## GIFT DEED WITH RIGHT OF SURVIVORSHIP

STATE OF GEORGIA

COUNTY OF EFFINGHAM

File #: 0020-17

This Indenture made this 24th day of February, 2017 between Richard M. Wallace, as party or parties of the first part, hereinafter called Grantor, and Richard M. Wallace and Angie D. Wallace, as joint tenants with right of 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):

That the said Party of the First Part, for and in consideration of the natural love and affection the Party of the First Part bears towards the Parties of the Second Part, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Parties of the Second Part, their administrators, executors, heirs and assigns, as joint tenants with right of survivorship, the following described tract or parcel of land, 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 as Parcel C, containing 2.69 acres, more or less, as shown and more particularly described on that certain map or plat made by EMC Engineering Services, Inc., dated January 2, 2008, recorded in Plat Cabinet C, Slide 187A-1, 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 America's Home Place, Inc. to Gregory J. Marotz and Tricia B. Marotz, dated October 26, 2011, recorded in Deed Book 2049, page 269, aforesaid records.

AKA: 2855 McCall Road, Rincon, Georgia 31326

PIN#: 04130-006-A00

**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 with right of survivorship 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 **FREE 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 Grantee against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

*Libane Kloss*  
Witness

*[Signature]*  
Notary Public



*Richard M. Wallace*  
Richard M. Wallace



2855 McCall Road

5/27/2021 @ 3:22 pm

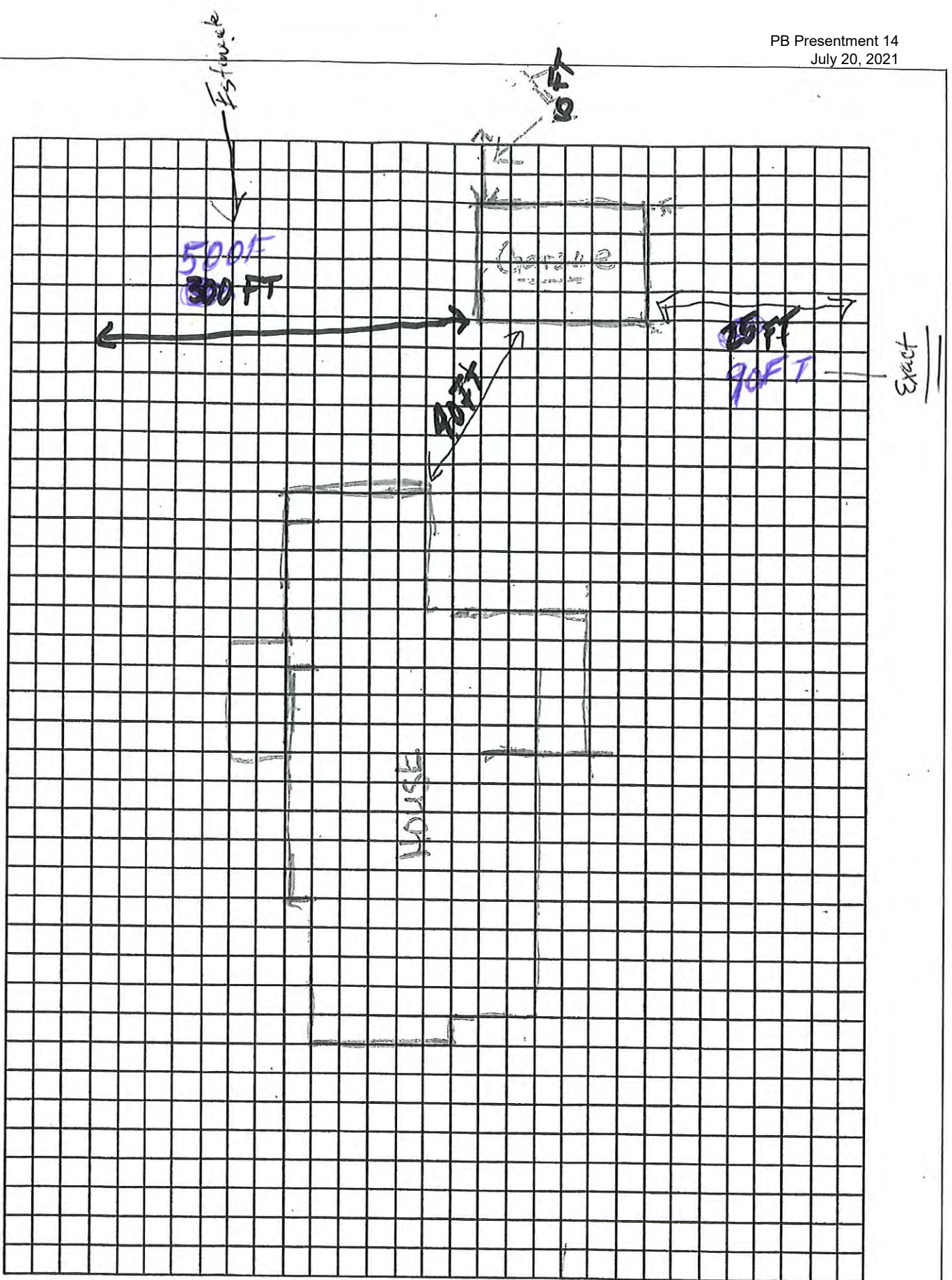


20 x 24

















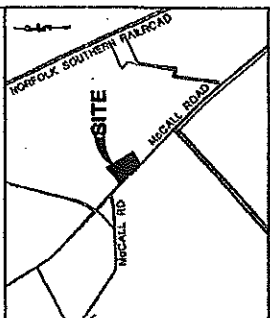
EMC ENGINEERING

DE OF RE D/ SEC PE SI

Plot Cabinet C 187 / Page A1

# VICINITY MAP

NOT TO SCALE



APPROVED BY BERKHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION

*[Signature]* 1/13/08  
DIRECTOR

IT IS HEREBY CERTIFIED THAT THE OWNERS OF THIS PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT ALL STREETS, ALLEYS, WALKS, AND OTHER SITES SHOWN ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

R. THERON RAHN CONSTRUCTION INC.

*[Signature]* WITNESSES

APPROVED FOR RECORDING BY BERKHAM COUNTY ZONING ADMINISTRATOR

*[Signature]* 1/13/08  
ZONING ADMINISTRATOR

## GENERAL NOTES

1. EXISTING LAND USE: WOODLANDS/AGRICULTURAL
2. PROPOSED LAND USE: RESIDENTIAL
3. WATER SERVICES TO BE PROVIDED BY INDIVIDUAL WELLS
4. WASTEWATER FROM EACH SITE WILL BE TREATED BY INDIVIDUAL ON-SITE SEPTIC SYSTEMS.
5. PORTIONS OF THIS PROPERTY MAY CONTAIN REMAINS OF PREVIOUSLY EXISTING STRUCTURES OR UTILITIES. THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA, DEPT. OF NATURAL RESOURCES, PROPERTY OWNERS ARE SUBJECT TO PENALTY BY LAW FOR VIOLATIONS OF THE NATIONAL HISTORIC PRESERVATION ACT. PROPER PRELIMINARY APPLICATION AND APPROVAL.
6. BASED ON MY OBSERVATION THIS PROPERTY LIES IN ZONE X OUTSIDE THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 130078, PANEL NO. 0123-C, MAP DATED SEPTEMBER 3, 1982.
7. SETBACKS:  
15' FRONT SETBACK  
15' SIDE SETBACK (INTERIOR)  
25' SIDE SETBACK (STREET)  
25' REAR SETBACK
8. ZONING: R-1
9. OWNER:  
R. THERON RAHN CONSTRUCTION  
11111 WOODLAND DRIVE  
BRACKEN, GEORGIA 31208  
(912) 885-6088

ACCA 360,513.32 sq. ft. (8.28 acres)

ACCA 360,513.32 sq. ft. (8.28 acres)

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ACCA 360,513.32 sq. ft. (8.28 acres)

ACCA 360,513.32 sq. ft. (8.28 acres)

## REFERENCE

1. PLAT OF 64.20 ACRES PROPERTY OF WILLIAM F. RAHN, PREPARED BY LEON ZIPPERER, JR. DATED 7-28-83.
2. PLAT BOOK 4, PAGE 228.
3. PLAT OF PARCELS 1-8 OF TRACT A, PREPARED BY TRINITY LAND CONSULTANTS INC., DATED 8-24-07.

N/F TERESA LANE

Bridshaw Environmental Self Technology, Inc.

P.O. BOX 68  
RINCON, GEORGIA 31208

Phone (912) 885-6088

| Location                       | Method            | Date             | Time     | Remarks            |
|--------------------------------|-------------------|------------------|----------|--------------------|
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-01 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-02 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-03 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-04 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-05 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-06 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-07 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-08 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-09 |
| Trinity Land Consultants, Inc. | Visual Inspection | October 15, 2008 | 10:00 AM | Parcel No. 0123-10 |

| SOIL SERIES | Symbol | Approximate Area (Acres) | Approximate Area (Sq. Ft.) | Approximate Area (Sq. Ft.) |
|-------------|--------|--------------------------|----------------------------|----------------------------|
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |
| Galena - E8 | 1      | 20                       | 8                          | 0                          |

| SUBSTRATE CODE | DESCRIPTION AND NOTES  |
|----------------|--|
|                | A. Soil should have the ability to support a fully rooted crop, including and including.                         |
|                | C. Due to water table there is a high probability of failure for conventional systems. Vertical (Heavy) Drifted. |
|                | See Appendix A for soil test results and soil analysis for your situation.                                       |

N/F WILLIAM F. RAHN

N/F JUANITA F. RAHN

McCall Road 80' R/W C.R. # 176

Parcel B  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

Parcel A  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

Parcel C  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

Parcel D  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

Parcel E  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

Parcel F  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

Parcel G  
N/F  
R. THERON RAHN  
CONSTRUCTION INC.

N/F HAROLD C. RAHN

N/F THERAGATE SUBDIVISION

LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET 6" W/
- CONCRETE MOMENT FOUND
- PROPERTY LINE



IN MY PROFESSIONAL OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF GEORGIA LAW.

*[Signature]*  
WILLIAM F. RAHN  
STATE OF GEORGIA  
LICENSE NO. 10000

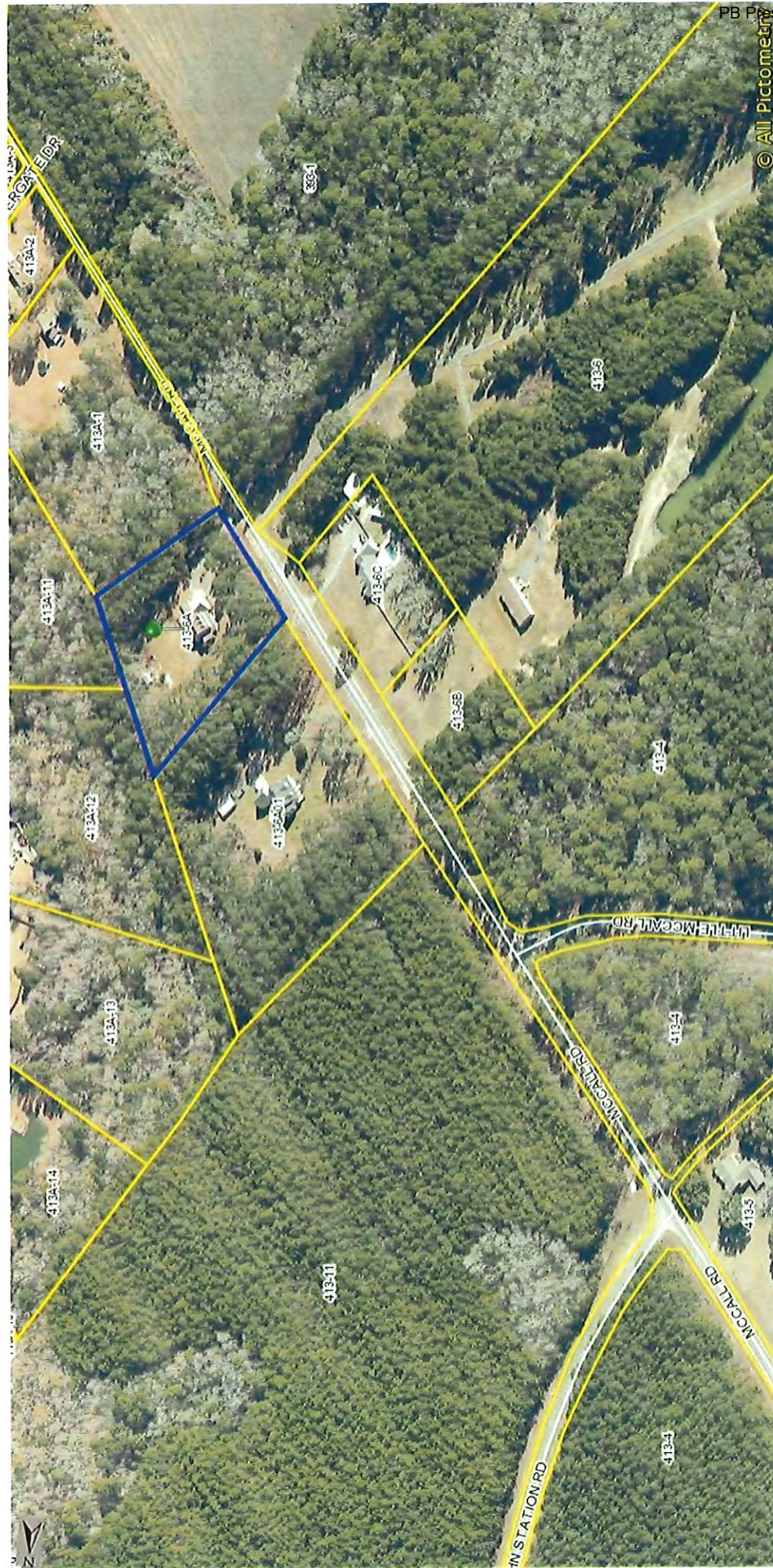


GRAPHIC SCALE 1"=60'-0"

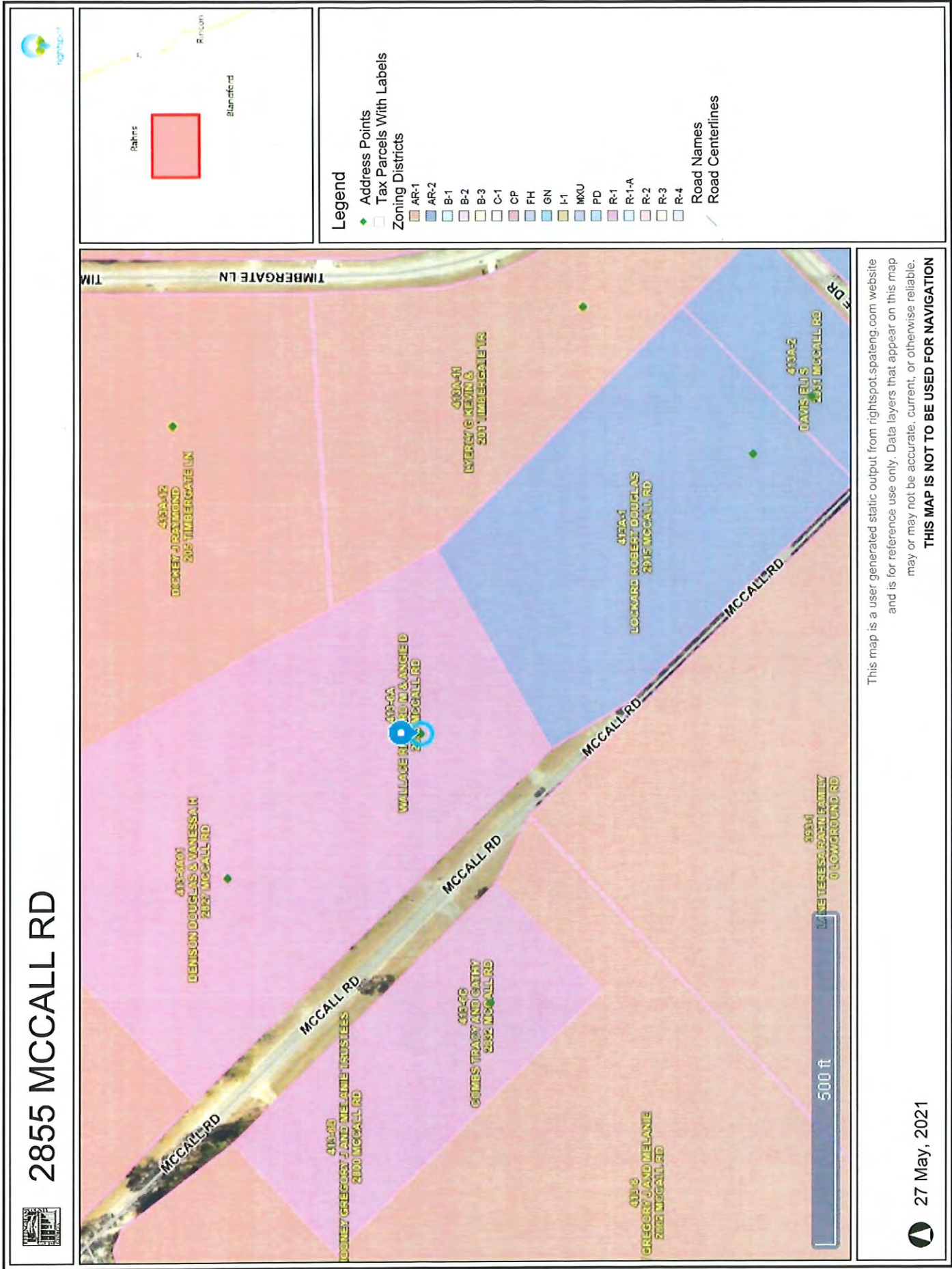
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# 2855 MCCALL RD







## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Angie D. Wallace** request a **variance** to allow for the placement of an accessory structure in a front yard on an **R-1** zoned parcel. Located at 2855 McCall Road. **Map# 413 Parcel# 6A**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to allow an accessory structure in a front yard on an **R-1** zoned parcel.

### Executive Summary

- 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.*

- An accessory structure was located on a concrete pad in the front yard of the property. There is no record of a building permit for the structure, which has been moved to the rear yard. The applicant wishes to replace the structure (permit #202100987), using the existing concrete pad. There is no hardship, as there is ample space in the side and rear of the primary structure for an accessory building. However, the concrete pad location is located more than 95' from the front property boundary, exceeding front setback requirements for all zoning districts. The residence is located over 120' from the front property boundary. While the accessory building will be located in front of the residence on the lot, both buildings exceed front setback requirements. The pad is screened from the road by trees.
- Section 6.2 Yards limits accessory building height in R-1 to 15', and limits the number of accessory structures to two.
- Accessory building heights are limited to 15' in the R zoning districts. The accessory building plans were reviewed by the Building Official. He determined that the roof is on a 3/12 pitch. In a 20'-wide structure, the roof peak will be 2'6" above the wall height. The wall height on the plans range from 12' to 20' tall. If the walls are at 12', the total height of the structure will be 14'6". The applicant states that the building will have 12' walls and an overall height less than 15'.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the request to allow an accessory structure in a front yard on an **R-1** zoned parcel, with the following conditions:
  - A building permit for the accessory structure must be obtained from Development Services.
  - The accessory structure shall be placed on the existing slab to replace the previous structure.
  - Accessory structures are limited to two in number, and 15' in height.
- Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives

- Approve** request to allow an accessory structure in a front yard on an **R-1** zoned parcel, with the following conditions:
  - A building permit for the accessory structure must be obtained from Development Services.
  - The accessory structure shall be placed on the existing concrete slab to replace the previous structure.
  - Accessory structures are limited to two in number, and 15' in height.
- Deny** the request to allow an accessory structure in a front yard on an **R-1** zoned parcel.

**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.

413-6A

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

413-6A

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, ANGIE D. WALLACE has filed an application for a variance to allow for placement of an accessory building in the front yard on an R-1-zoned parcel; map and parcel number 413-6A, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT a variance to allow for placement of an accessory building in the front yard in an R-1-zoned parcel; map and parcel number 413-6A, located in the 4<sup>th</sup> commissioner district is approved, with the following condition:

1. A building permit for the accessory structure must be obtained from Development Services.
2. The accessory structure shall be placed on the existing slab to replace the previous structure.
3. Accessory structures are limited to two in number, and 15' in height.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Variance (Fourth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Chris Shea & Alice Hurst** as Agents for **John P. Shea & Rebecca Shea** requests a **variance** from Section 6.2.12(1), which limits the number of parcels served by an easement or private road to three, to allow for the sale of parcels from a minor subdivision of the 44.73-acre parcel, zoned **AR-1**. Located at 315 Orville Road. **Map# 430 Parcel# 35**

## Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a variance from Section 6.2.12(1), which limits the number of parcels served by an easement or private road to three, to allow for the sale of parcels from a minor subdivision of the 44.73-acre parcel.

## Executive Summary

- 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.*

- Section 6.2.12(1) limits the number of parcels served by an easement or private road to three. Orville Road currently serves more than three parcels.
- According to section 6.2.12(7), lots served by a private access road may not be re-subdivided unless the private road is upgraded to county street standards.
- Allowing additional lots on Orville Road will contribute to its deterioration. No road maintenance agreement exists. The growing number of residents accessing Orville Road have no guarantee of road maintenance. County road crews cannot maintain private roads.
- In 2007, the Board denied a variance to allow the subdivision of 430-38. The application was resubmitted and approved in 2014. Parcels on the east side of Orville Road were approved for subdivision in 2020 without a variance from Section 6.2.12(1).
- The applicants propose to subdivide and sell the property. If approved, the variance could lead to two home sites on each AR-1 parcel. The current proposal is to split the 44.73-acre parcel into three 14.91-acre parcels, all with frontage on Orville Road. It is likely that future owners would seek to further subdivide parcels.
- Deed restrictions on parcel subdivision or number of residences on a parcel cannot be enforced by the county.
- There are no land characteristics or conditions that prevent road improvements to county standards. Property owners currently accessing Orville Road, or wishing to subdivide their property for subdivision and sale, have the option of joining a road maintenance agreement and funding improvements to bring the road to county standards. Doing so would allow them to subdivide their property as they wish.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the request for a variance from Section 6.2.12(1).
- Michael Larson seconded the motion. The motion carried unanimously.

## Alternatives

- Approve** the request for a variance from Sections 6.2.12(1).
- Deny** the request for a variance from Sections 6.2.12(1).

**Recommended Alternative:** 2      **Other Alternatives:** 1  
**Department Review:** Development Services      **FUNDING:** N/A

**Attachments:** 1. Variance Application      3. Deed  
2. Ownership Certificate/Authorization 4. Aerial Photograph



# **EFFINGHAM COUNTY**

## **APPLICATION FOR A VARIANCE OR CONDITIONAL USE**

DATE 5/4/21

APPLICANT/AGENT NAME Chris Shea / Alice Hurst

APPLICANT/AGENT EMAIL: alice@alicehurst.com

APPLICANT/AGENT PHONE #: 912.665.0755

PROPERTY OWNER(s): John P. and Rebecca Shea

PROPERTY OWNER PHONE #: 912.658.1672 EMAIL RebeccaShea@gmail.com

MAILING ADDRESS 702 Ebenezer Rd Rincan, GA 31326

PROPERTY LOCATION 315 Orville Rd Rincan, GA 31326

PHONE # \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

MAP # \_\_\_\_\_ PARCEL # 04300035

ZONING AR-1 ACREAGE \_\_\_\_\_

NAME OF DEVELOPMENT (IF APPLICABLE)

n/a

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE /  
CONDITIONAL USE IS REQUESTED

Section 6.2.12(1)

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

To waive the requirement that a private, ~~road~~ unpaved road may serve no more than 3 lots on a private road or easement.

**EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED**

Being requested to split this tract into 3 parcels to maintain larger tracts versus a subdivision being developed on the tract.

**THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:**

- ☐ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCIBLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.
- ☐ OWNERSHIP CERTIFICATE
- ☐ FILING FEE - \$200.00
- ☐ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN Quentin DATE 5/4/21

***\*\*Please include a copy of the plat identifying existing structures and imply future structures\*\****

\*\*\*\*\*

**OFFICIAL USE ONLY**

DATE RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_

DATE APPROVED BY COUNTY COMMISSIONERS \_\_\_\_\_



**ATTACHMENT B**

**EFFINGHAM COUNTY OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

4/4/2002, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 819 page 092.

Owner's signature John P. Shea

Owner's signature Rebecca Shea (if applicable)

Owner's signature \_\_\_\_\_ (if applicable)

\*\*\*\*\*

**AUTHORIZATION OF PROPERTY OWNER**

(Please complete this section if the owner is giving another person authority to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance, conditional use, or rezoning of my property.

Name of Applicant/Agent: Chris Shea and Alice Hurst

Address: 6236 GA Hwy 21 South

Telephone #: 912.665.0755 email: alice@alicehurst.com

Personally appeared before me John P. Shea + Rebecca Shea  
who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary: John Hendricks

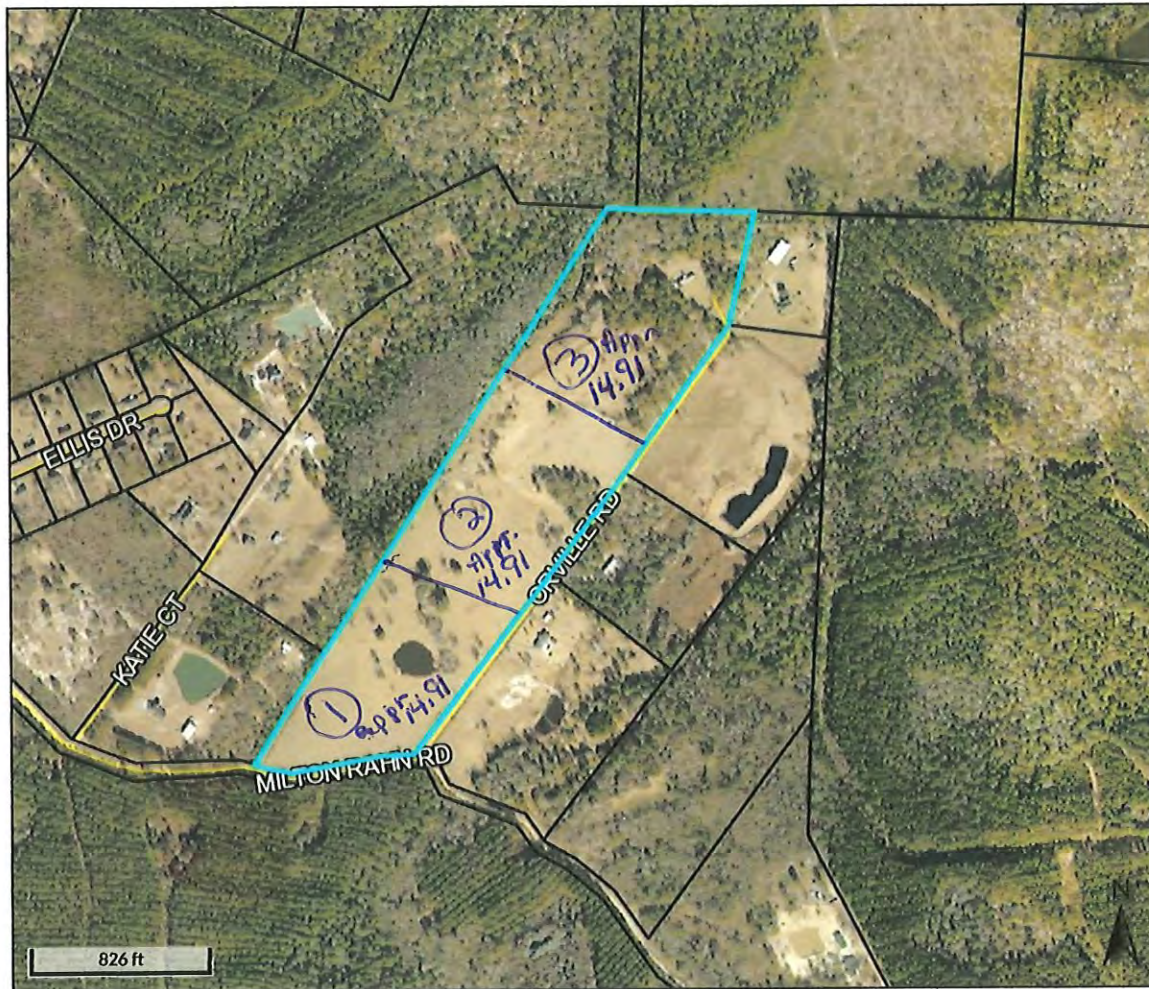
Date: 5-5-2021







# Effingham County, GA



## Overview



## Legend

- Parcels
- Roads

Parcel ID 04300035  
Class Code Agricultural  
Taxing District 01-County  
County  
Acres 44.73

Owner SHEA JOHN P AND REBECCA C  
702 EBENEZER RD  
RINCON, GA 31326  
Physical Address 315 ORVILLE RD  
Assessed Value Value \$274994

| Last 2 Sales |         |        |      |
|--------------|---------|--------|------|
| Date         | Price   | Reason | Qual |
| 4/4/2002     | \$96800 | UV     | U    |
| n/a          | 0       | n/a    | n/a  |

(Note: Not to be used on legal documents)

Date created: 5/6/2021  
Last Data Uploaded: 5/6/2021 12:52:32 AM

Developed by Schneider  
GEOSPATIAL







# 315 Orville Road



5/10/2021, 3:01:03 PM

EffinghamCountyZoneClass

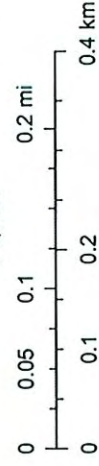
AR-1  
AR-2  
County

Road Centerlines\_9K  
Collector  
Freeway

Highway  
Local  
Major Arterial

Minor Arterial  
Railroad\_9K

1:9,028



Esri, Inc., City of Naperville, Illinois, Maxar

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment

**Author:** Teresa Concannon, AICP, Planning & Zoning Manager

**Department:** Development Services

**Meeting Date:** July 20, 2021

**Item Description:** Chris Shea & Alice Hurst as Agents for John P. Shea & Rebecca Shea requests a variance from Section 6.2.12(1), which limits the number of parcels served by an easement or private road to three, to allow for the sale of parcels from a minor subdivision of the 44.73-acre parcel, zoned **AR-1**. Located at 315 Orville Road. **Map# 430 Parcel# 35**

### Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request for a variance from Section 6.2.12(1), which limits the number of parcels served by an easement or private road to three, to allow for the sale of parcels from a minor subdivision of the 44.73-acre parcel.

### Executive Summary

- 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.*

- Section 6.2.12(1) limits the number of parcels served by an easement or private road to three. Orville Road currently serves more than three parcels.
- According to section 6.2.12(7), lots served by a private access road may not be re-subdivided unless the private road is upgraded to county street standards.
- Allowing additional lots on Orville Road will contribute to its deterioration. No road maintenance agreement exists. The growing number of residents accessing Orville Road have no guarantee of road maintenance. County road crews cannot maintain private roads.
- In 2007, the Board denied a variance to allow the subdivision of 430-38. The application was resubmitted and approved in 2014. Parcels on the east side of Orville Road were approved for subdivision in 2020 without a variance from Section 6.2.12(1).
- The applicants propose to subdivide and sell the property. If approved, the variance could lead to two home sites on each AR-1 parcel. The current proposal is to split the 44.73-acre parcel into three 14.91-acre parcels, all with frontage on Orville Road. It is likely that future owners would seek to further subdivide parcels.
- Deed restrictions on parcel subdivision or number of residences on a parcel cannot be enforced by the county.
- There are no land characteristics or conditions that prevent road improvements to county standards. Property owners currently accessing Orville Road, or wishing to subdivide their property for subdivision and sale, have the option of joining a road maintenance agreement and funding improvements to bring the road to county standards. Doing so would allow them to subdivide their property as they wish.
- At the June 15 Planning Board meeting, Brad Smith made a motion to **approve** the request for a variance from Section 6.2.12(1).
- Michael Larson seconded the motion. The motion carried unanimously.

### Alternatives

1. **Approve** the request for a variance from Sections 6.2.12(1).

2. **Deny** the request for a variance from Sections 6.2.12(1).

**Recommended Alternative:** 2

**Other Alternatives:** 1

**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.

430-35

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

430-35

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, CHRIS SHEA & ALICE HURST have filed an application for a variance from Section 6.2.12(1), to allow more than three lots on a private road; map and parcel number 430-35, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT a variance from Section 6.2.12(1), to allow more than three lots on a private road; map and parcel number 430-35, located in the 4<sup>th</sup> 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:** July 20, 2021  
**Item Description:** **Travis Bazemore** requests to **rezone** 4 of 11.7 acres from AR-1 to AR-2 to allow for division of the parcel.

### Map# 461 Parcel# 12

#### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 4 of 11.7 acres from **AR-1** to **AR-2** to allow for division of the parcel, 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 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 the AR-1 zoned 11.7-acre parcel into 4-acre and 5.422-acre parcels, and recombine the remaining 2.263-acres on the north side of Nellie Road with adjacent AR-1 zoned family land.
- The 4-acre parcel must be rezoned to AR-2.
- Nellie Road is a county-maintained surface-treated road.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 4 of 11.7 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

#### Alternatives

1. **Approve** the request to rezone 4 of 11.7 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 4 of 11.7 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

3. Site Plan
4. Aerial Photograph

## ATTACHMENT A

### EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent TRAVIS BAZEMORE Date 5-25-21  
Applicant email address travisb23170@icloud.com Phone # 912-656-2188  
Property owner(s) TRAVIS BAZEMORE email \_\_\_\_\_  
Telephone Number (912) 656-2188  
Mailing Address 488 NELLIE ROAD, RINCON, GA 31326  
Property location SAME AS MAILING  
Present zoning AR-1  
Proposed zoning AR-2  
Present land-use PARTLY WOODED W/ SINGLE FAMILY RESIDENCE  
Proposed land-use WOODED LOT  
Tax Map # 461 Parcel # 012 Lot # \_\_\_\_\_  
Total Acres 11.70 Acres to be rezoned 4  
Lot characteristics WOODED W/ SINGLE FAMILY RESIDENCE  
Water ☒ Public ☒ Private Sewer ☐ Public ☐ Private  
Proposed access NELLIE ROAD  
Justification BREAKING OUT LAND TO SALE EX. HOME  
AND KEEPING REMAINING ACREAGE  
List the zoning of the other property in the vicinity of the property you wish to rezone:  
North AR-1 South AR-1  
East I-1 West AR-1 AND AR-2

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

11.7 acre tract being used as a single family residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes, Has timber and a home on it

3. Describe the use that you propose to make of the land after rezoning.

Break out approximately 5 acres with the ex home and sell. Keep the remaining acreage

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

On three sides there are single family residences  
Behind tract is Georgia Power Property (Plant McIntosh)

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?

Portion of tract that is being rezoned is to remain woods or agricultural 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 property to be rezoned will remain woods

2  
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

04 JUN 24, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1134 page 344.

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 Travis Bazemore  
Print TRAVIS BAZEMORE

Owner's signature \_\_\_\_\_  
Print \_\_\_\_\_

Owner's signature \_\_\_\_\_  
Print \_\_\_\_\_

Sworn and subscribed before me this 26 day of May, 2021.  
Katelyn Nichole Morgan  
Notary Public, State of Georgia



FILED FOR RECORD  
D.D. BY: 1134  
PAGE NO: 344

04 JUN 24 AM 9:16

344

ELIZABETH Z. HURSEY  
CLERK E.C.C.S.C.

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

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid \$ 100.00  
Date 6-24-2004  
*Elizabeth Z. Hursey*  
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 23<sup>rd</sup> day of June, 2004, between PATRICIA ZIPPERER GROOVER of the FIRST PART, and TRAVIS C. BAZEMORE of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit:

ALL that certain lot or parcel of land situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, containing Eleven and Seven Tenths (11.7) acres, more or less, bounded on the north by lands of Earl and Ruby O. Neurath; on the east by lands of Savannah Electric & Power Co., and lands of Thomas P. Owens; on the southwest and west by lands of Thomas P. Owens. Said parcel of land is bisected by a public road leaving 9.5 acres on one side of the road and 2.2 acres on the other side of the road, according to a map or plat made by Paul Weitman, C.S., dated January 8, 1976 and recorded in Book "K", page 58, of the Surveyor's Records of Effingham County, Georgia.

This being the same property conveyed by Deed from Mary Alice O. Zipperer to Patricia Zipperer Groover, dated November 21, 1990 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 287, page 445.

**SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.**

SUBJECT to restrictive covenants and easements of record.

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

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

Signed, sealed and delivered in  
the presence of:

*Patricia Zipperer Groover* (SEAL)  
PATRICIA ZIPPERER GROOVER

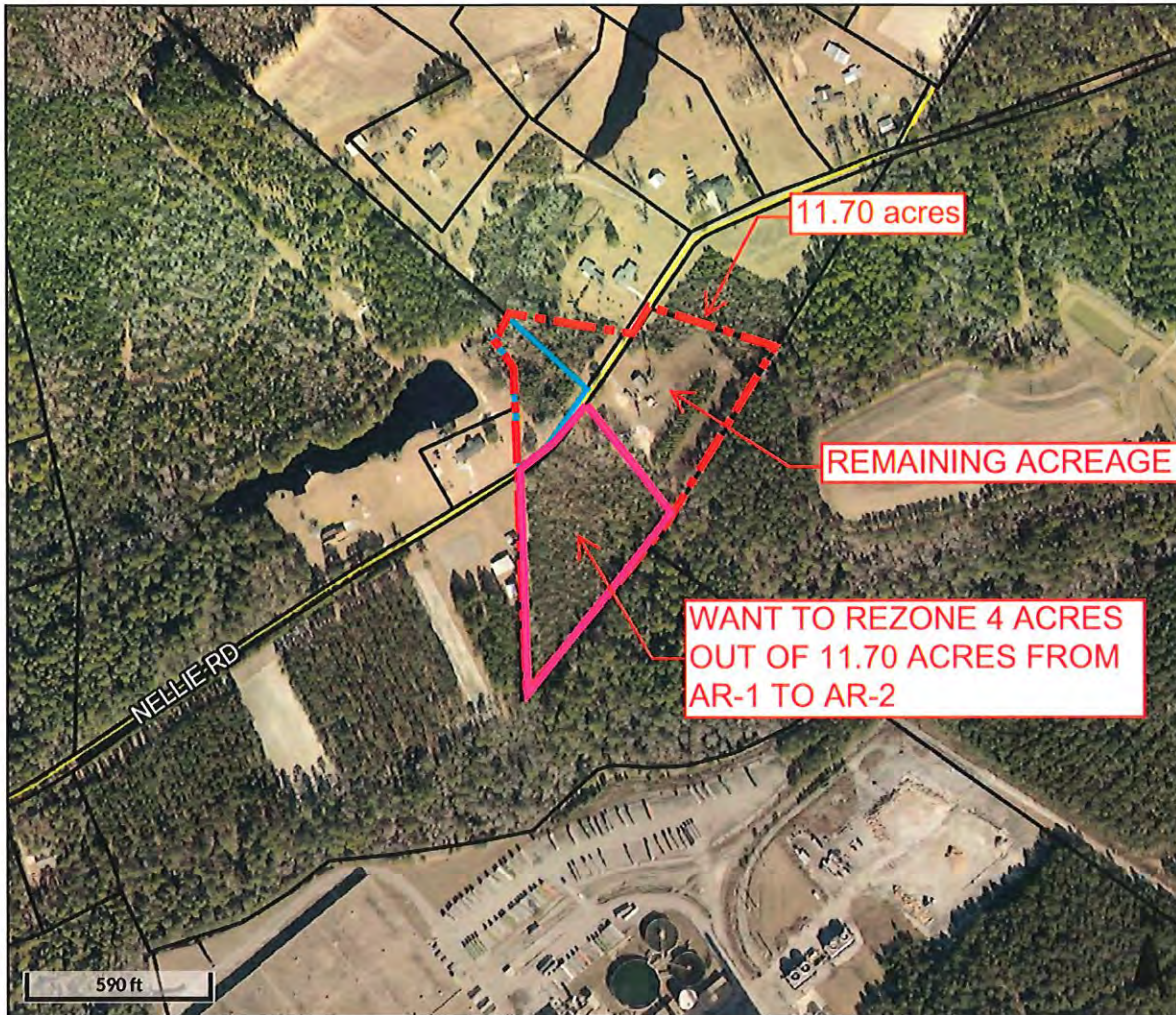
*Belinda M. Follett*  
Unofficial Witness

*Edward Reddick Jr.*  
Official Witness - Notary Public  
My commission expires: 9/2/06  
pmj

My commission  
expires 9-2-06







Overview



Legend

- Parcels
- Roads

Parcel ID 04610012  
Class Code Consv Use  
Taxing District 01-County  
County  
Acres 11.7

Owner BAZEMORE TRAVIS C  
488 NELLIE RD  
RINCON, GA 31326  
Physical Address 488 NELLIE RD  
Assessed Value Value \$174069

| Last 2 Sales |          |        |      |
|--------------|----------|--------|------|
| Date         | Price    | Reason | Qual |
| 6/23/2004    | \$100000 | FM     | Q    |
| n/a          | 0        | n/a    | n/a  |

(Note: Not to be used on legal documents)

Date created: 5/25/2021  
Last Data Uploaded: 5/25/2021 2:21:37 AM

Developed by Schneider  
GEOSPATIAL

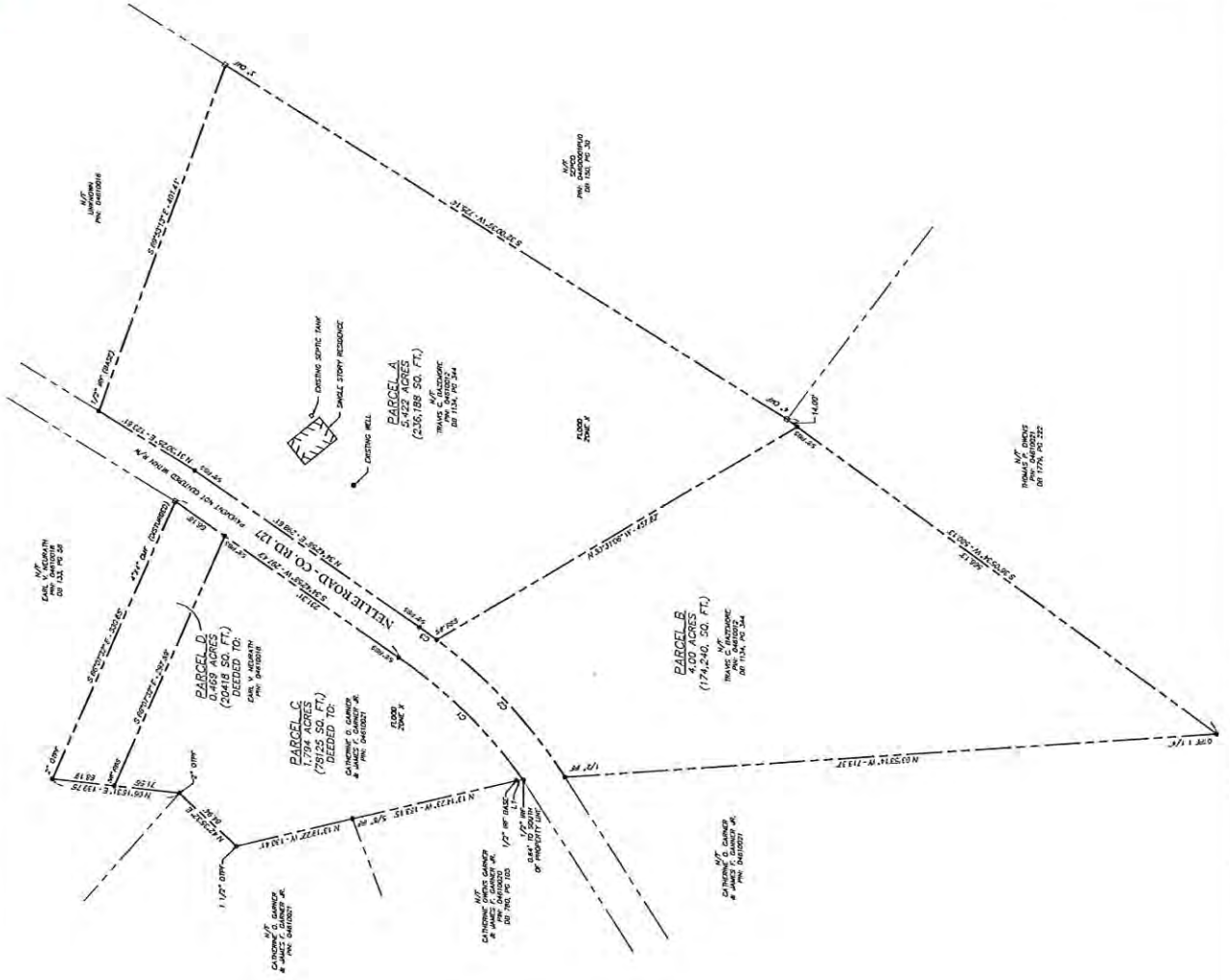


**EMC ENGINEERING SERVICES, INC.**  
100 Cranston Center South, Suite 100  
Salem, VA 23176  
Fax (703) 232-0503  
E-Mail: [emc@emceng.com](mailto:emc@emceng.com)  
www.emceng.com

**EMC ENGINEERING SERVICES, INC.**  
100 Cranston Center South, Suite 100  
Salem, VA 23176  
Fax (703) 232-0503  
E-Mail: [emc@emceng.com](mailto:emc@emceng.com)  
www.emceng.com



|     |                      |      |
|-----|----------------------|------|
| NO. | REVISION DESCRIPTION | DATE |
|     |                      |      |
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| LINE TABLE |             |        |
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| LINE#      | DIRECTION   | LENGTH |
| 17         | N04°16'25"W | 2.35   |

|                      |      |
|----------------------|------|
| strong Administrator | Date |
|----------------------|------|

As required by subsection (6) of O.C.G.A. Section 15-6-7, this bill has been prepared by a local surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval of circuit judges, attorneys, clerks, or notaries public herein. Such approvals are hereby acknowledged.

I declare under penalty of perjury that I am the author of this bill and have no financial interest therein other than that which may result from its passage. Furthermore, the undersigned local surveyor certifies that this bill was prepared in accordance with the provisions of the Georgia Uniform Land Use Regulation Act (GULURA), Chapter 156 of the Official Code of Georgia Annotated, and the rules and regulations of the Georgia Board of Registration of Professional Engineers and Land Surveyors, and §§ 4-41 through 4-44 of the Official Code of Georgia Annotated.

05/08/2021

Draft

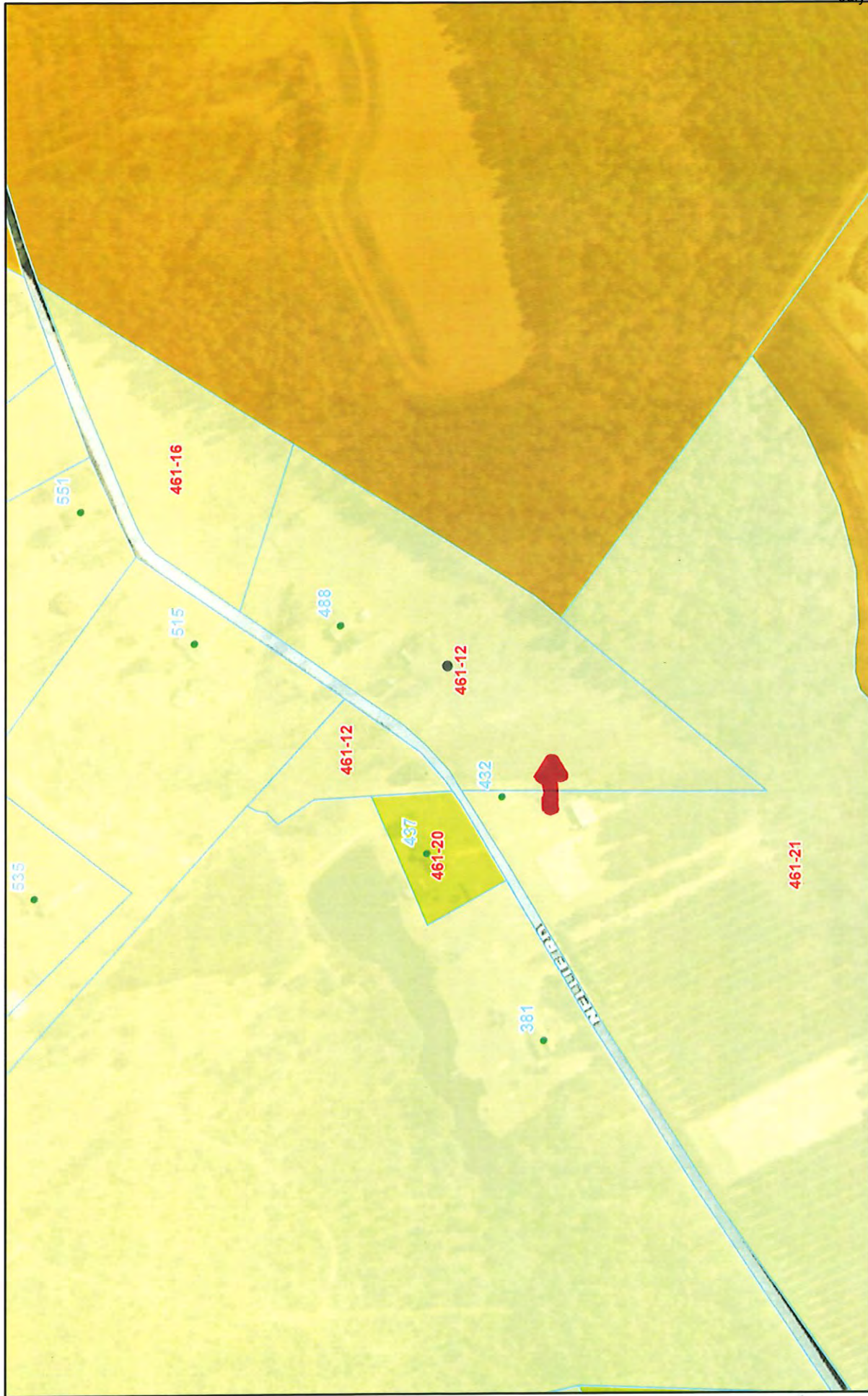


# 488 NELLIE RD





# 488 NELLIE ROAD



5/26/2021, 9:51:37 AM

EffinghamCountyZoneClass

AR-1 AR-2

I-1

County

CountyBoundary\_4K

Road Centerlines\_4K

Collector

Freeway

Highway

Local

Major Arterial

Minor Arterial Image

Railroad\_4K

Red: Red

Green: Green

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

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.

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 (Travis Bazemore – (Map # 461 Parcel # 12) 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?



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant (Travis Bazemore – (Map # 461 Parcel # 12) from AR-1 to AR-2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
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- 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 PBH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant (Travis Bazemore -- (Map # 461 Parcel # 12) 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?

PBH

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 X

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant (Travis Bazemore – (Map # 461 Parcel # 12) 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?

BKS

6/28/2021

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** Travis Bazemore requests to **rezone** 4 of 11.7 acres from AR-1 to AR-2 to allow for division of the parcel.

**Map# 461 Parcel# 12**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 4 of 11.7 acres from **AR-1** to **AR-2** to allow for division of the parcel, 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 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 the AR-1 zoned 11.7-acre parcel into 4-acre and 5.422-acre parcels, and recombine the remaining 2.263-acres on the north side of Nellie Road with adjacent AR-1 zoned family land.
- The 4-acre parcel must be rezoned to AR-2.
- Nellie Road is a county-maintained surface-treated road.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request to **rezone** 4 of 11.7 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

### Alternatives

1. **Approve** the request to rezone 4 of 11.7 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. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 4 of 11.7 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
461-12

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
461-12

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, TRAVIS BAZEMORE, has filed an application to rezone four (4.00) +/- acres; from AR-1 to AR-2: map and parcel number 461-12, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT four (4.00) +/- acres; map and parcel number 461-12, located in the 5<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved by the Zoning Administrator, 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:** Variance (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Douglas Edwards** as agent for **Deland Properties, LLC**, requests a **variance** from the requirement for a 50' buffer between commercial and industrial zoned parcels. Located at 169 & 183 Commercial Court.

### Map# 465D Parcels# 12 & 13

#### 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.*
- On June 15, 2021, the Board approved rezoning of the two parcels from B-3 to I-1 to accommodate tenant needs.
- The warehouses are part of an existing business park, and are suitable in size and location for the proposed metal assembly use. The proposed use will not have a negative effect on the adjacent land uses.
- There is no room to accommodate the buffer requirement in the existing business park.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a variance from the 50' buffer requirement.
- Brad Smith seconded the motion. The motion carried unanimously.

#### Alternatives

- Approve** request for a variance from the 50' buffer requirement between B-3 and I-1.
- Deny** request for a variance from the 50' buffer requirement between B-3 and I-1.

**Recommended Alternative:** 1

**Other Alternative:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Variance application 3. Site plan

2. Ownership certificate 4. Aerial photograph

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 5/25/2021

Applicant/Agent: Douglas Edwards

Applicant Email Address: Doug.Edwards@eilaerospace.com

Phone # 912-658-8027

Applicant Mailing Address: PO Box 948,

City: Rincon State: GA Zip Code: 31326

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

Owner's Email Address (if known): Beckie.proctor@eilaerospace.com

Phone # 912-754-6551

Owner's Mailing Address: See above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: 169 + 183 Commercial Court, Rincon 31326

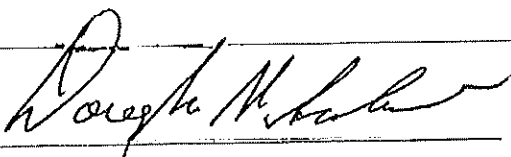
Name of Development/Subdivision: \_\_\_\_\_

Present Zoning of Property B-3 (proposed I-1) Tax Map-Parcel # 465D-12+13 Total Acres 1.73

VARIANCE REQUESTED (provide relevant section of code): 5.12.1

Describe why variance is needed: Based on lot size, and layout of existing buildings, it is not feasible to meet the 50' zoning buffer

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

Applicant Signature:  Date 5-26-21

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

April 26, 2013, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2189 page 934.

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 *Douglas M Edwards*

Print Name Douglas M Edwards

Owner's signature \_\_\_\_\_

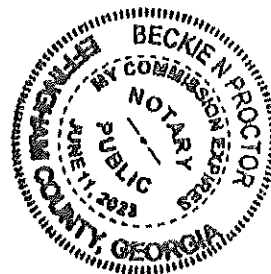
Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 26<sup>th</sup> day of May, 20 21.

*Beckie N Proctor*  
Notary Public, State of Georgia



PAGE  
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BOOK  
02109 NO 0934

2013 APR 26 AM 11:46

ELIZABETH Z. HURSEY  
CLERK E.C.C.S.C.

James P. Gerard, Esq.  
Oliver Maner LLP  
P. O. Box 10186  
Savannah, GA 31412

STATE OF GEORGIA     )  
                                  )  
COUNTY OF EFFINGHAM)

**QUITCLAIM DEED**

THIS INDENTURE, made this 18th day of April, 2013, between P & E INVESTMENT PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of Georgia, as Party of the First Part, hereinafter called "Grantor," and DELAND PROPERTIES LLC, a limited liability company organized and existing under the laws of the State of Georgia, as Party of the Second Part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

**WITNESSETH THAT:**

Grantor for, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and by these presents does remise, release, convey and forever QUITCLAIM unto the said Grantee, its successors and assigns, all the right, title, interest, claim, or demand said Grantor has or may have had in and to the following described real property, to-wit:

**Parcel 1**

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M. District of Effingham County, Georgia, shown and designated at Lot Number

BOOK PAGE  
02189 1950939

Twelve (12), Twenty-One Centre Commercial Park, on a map or plat made by Warren E. Poythress, Georgia Registered Land Surveyor No. 1809, dated December 4, 1995, revised April 3, 1996, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 350-D, said map or 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.

The above-described property is the same property conveyed by Warranty Deed from Twenty-One Centre to Douglas M. Edwards, dated April 21, 1999, filed for record and recorded on April 29, 1999, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 562, Page 50.

The above-described property and the improvements thereon are more commonly known as 183 Commercial Court, Rincon, Georgia, 31326, which has been assigned a tax parcel number of 0465D012 by the Tax Assessor of Effingham County, Georgia.

Parcel 2

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M. District of Effingham County, Georgia, shown and designated at Lot Number Thirteen (13), Twenty-One Centre Commercial Park, on a map or plat made by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, dated December 4, 1995, revised April 3, 1996, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 350-D, said map or 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.

The above-described property is the same property conveyed by Warranty Deed from Twenty-One Centre to Douglas M. Edwards, dated April 21, 1999, filed for record and recorded on April 29, 1999, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 562, Page 50.

The above-described property and the improvements thereon are more commonly known as 169 Commercial Court, Rincon, Georgia, 31326, which has been assigned a tax parcel number of 0465D013 by the Tax Assessor of Effingham County, Georgia.

Parcel 3

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M. District of Effingham County, Georgia, containing 4.73 acres, more or less, shown and designated as Parcel A on a plat prepared by Paul D. Wilder, Georgia Registered Land Surveyor No. 1559, dated April 27, 1999, entitled "Division of Tract 14 of the Development Authority of Effingham County," and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 58-F, said plat being incorporated herein by reference and being



made a part hereof for better determining the metes, bounds, courses, and distances  
of the subject property.

BOOK PAGE  
02189 0936

Together with a sixty (60') foot wide non-exclusive ingress/egress easement to  
benefit the above-described property as shown on the above-mentioned plat.

The above-described property is the same property conveyed by RPC, Inc., to  
Effingham County Industrial Development Authority pursuant to that certain  
Limited Warranty Deed dated January 1, 2001, filed for record and recorded on  
June 14, 2001, in the Office of the Clerk of the Superior Court of Effingham  
County, Georgia, in Deed Book 721, Page 176.

The above-described property and the improvements thereon are more commonly  
known as 121 Entrepreneur Way, Rincon, Georgia 31329, which has been assigned  
a tax parcel number of 0429A014 by the Tax Assessor of Effingham County,  
Georgia.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither the  
Grantor, nor any person or persons claiming by, through or under Grantor shall at any time, by any  
means or ways, have, claim or demand any right or title to the aforesaid lands and premises, or  
appurtenances, or any rights thereof.

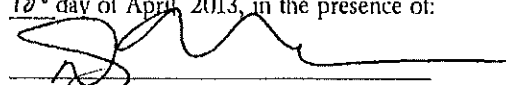
IN WITNESS WHEREOF, Grantor has hereunto caused these presents to executed under  
seal on the day and year first above written.

P & E INVESTMENT PROPERTIES, LLC

By: 

Douglas M. Edward, Chief Executive Officer

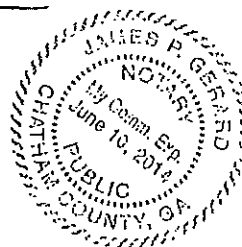
Signed, sealed and delivered on the  
18<sup>th</sup> day of April, 2013, in the presence of:



Witness



Notary Public



Filed for Record  
Book A350 Page D  
Date 4/17/1996

CERTIFICATE OF OWNERSHIP & DEDICATION:  
IT IS HEREBY CERTIFIED THAT I, AN THE OWNER  
OF THE PROPERTY SHOWN & DESCRIBED HEREON  
AND THAT I HEREBY DEDICATE ALL ALLEYS,  
STREETS AND EASEMENTS TO PUBLIC OR PRIVATE  
USE AS NOTED.

*The Effingham Co., Inc.*  
*Barry R. Hight, President*

SCALE: 1" = 100'

REVISED APRIL 3, 1996  
DATE: DECEMBER 4, 1995  
BY: WARREN E. POTTHREISS  
REG. LAND SURVEYOR N 1553  
991 Hunters Road  
Sylvan, Ga. 30487  
Tel. - (912) 837-3286  
EQUIP: TOPCON 503

THE FIELD DATA UPON WHICH THIS  
MAP OR PLAN IS BASED HAS BEEN  
CLOSELY CHECKED FOR AN ANGULAR  
ERROR OF 03 PER ANGLE. POINT B  
WAS ADJUSTED USING COMPASS RULE.  
THIS ADJUSTMENT HAS BEEN CALCO-  
LATED FOR CLOSURE. THE ADJUSTED  
BE ACCURATE WITHIN ONE FOOT IN  
FEET.

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF  
PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION.

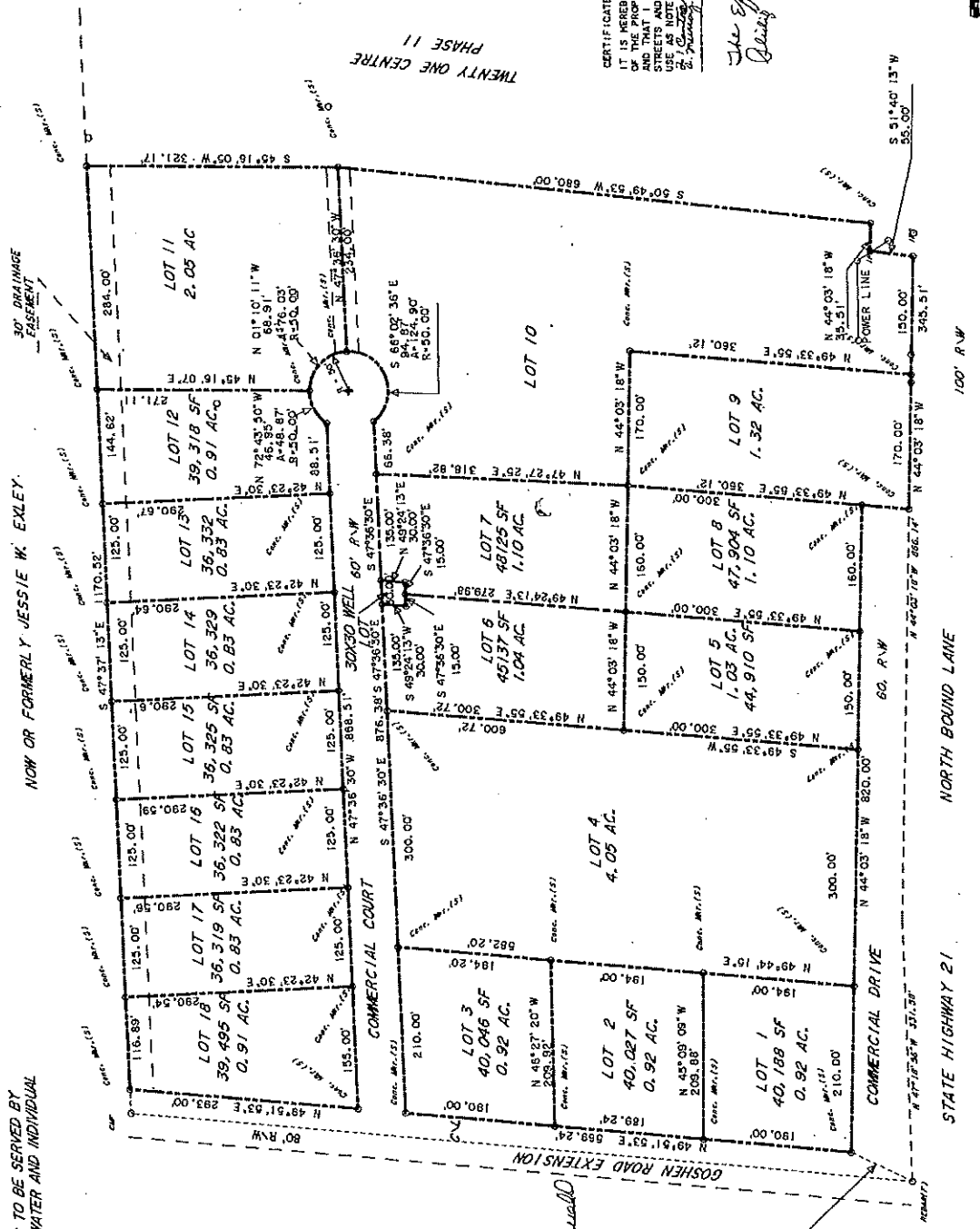
*Clarence Holloman* 4/17/96  
DIRECTOR DATE

APPROVED FOR RECORDING BY EFFINGHAM COUNTY  
ZONING ADMINISTRATION.

*Barry R. Hight* 4/17/96  
ZONING ADMINISTRATOR DATE

PROPERTY SURVEY  
FOR  
TWENTY ONE CENTRE  
COMMERCIAL PARK

LOCATED 1 MI. SOUTH OF  
RINCON IN THE 9TH G. M. D.,  
EFFINGHAM COUNTY, GEORGIA



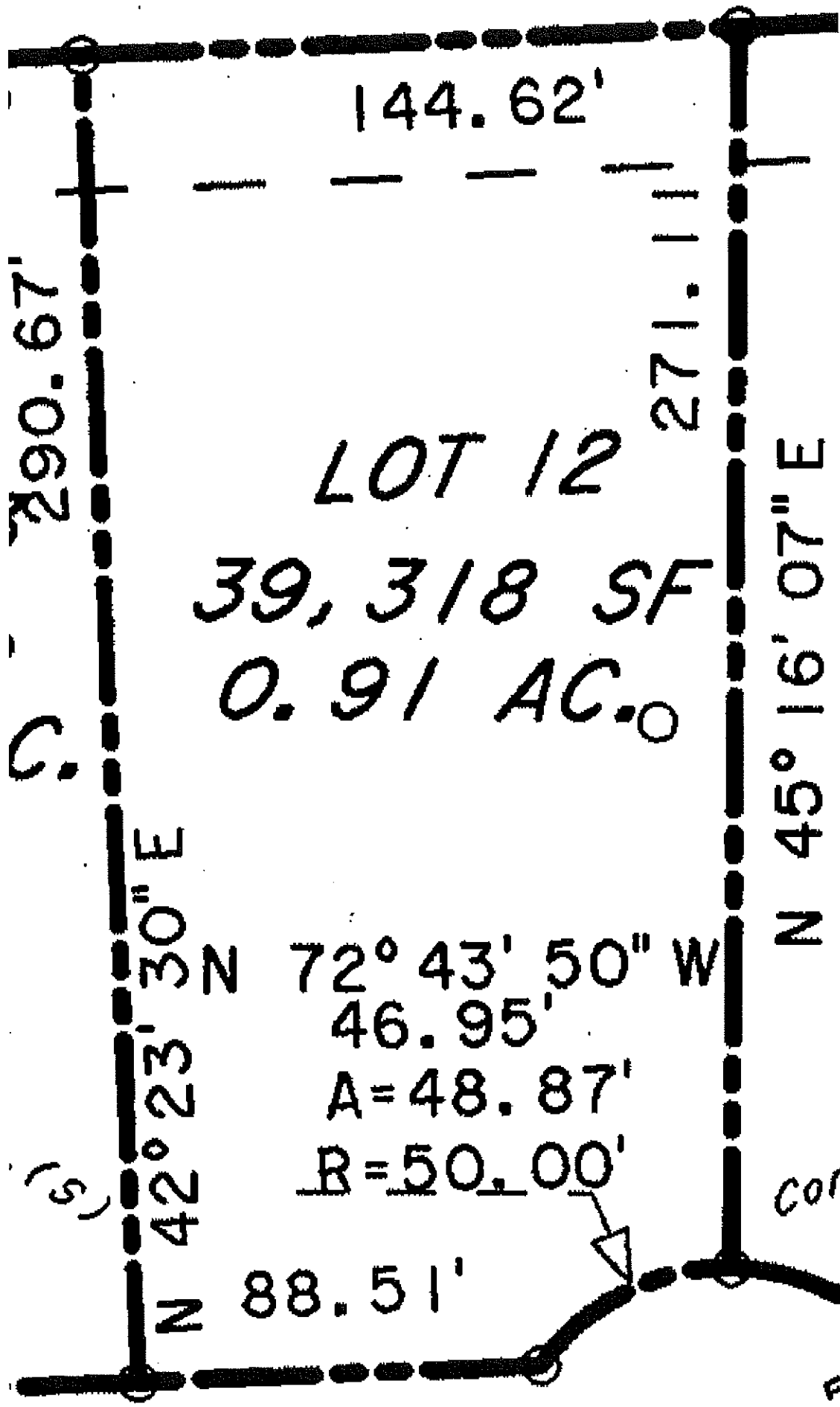
NOW OR FORMERLY JESSIE W. EXLEY.

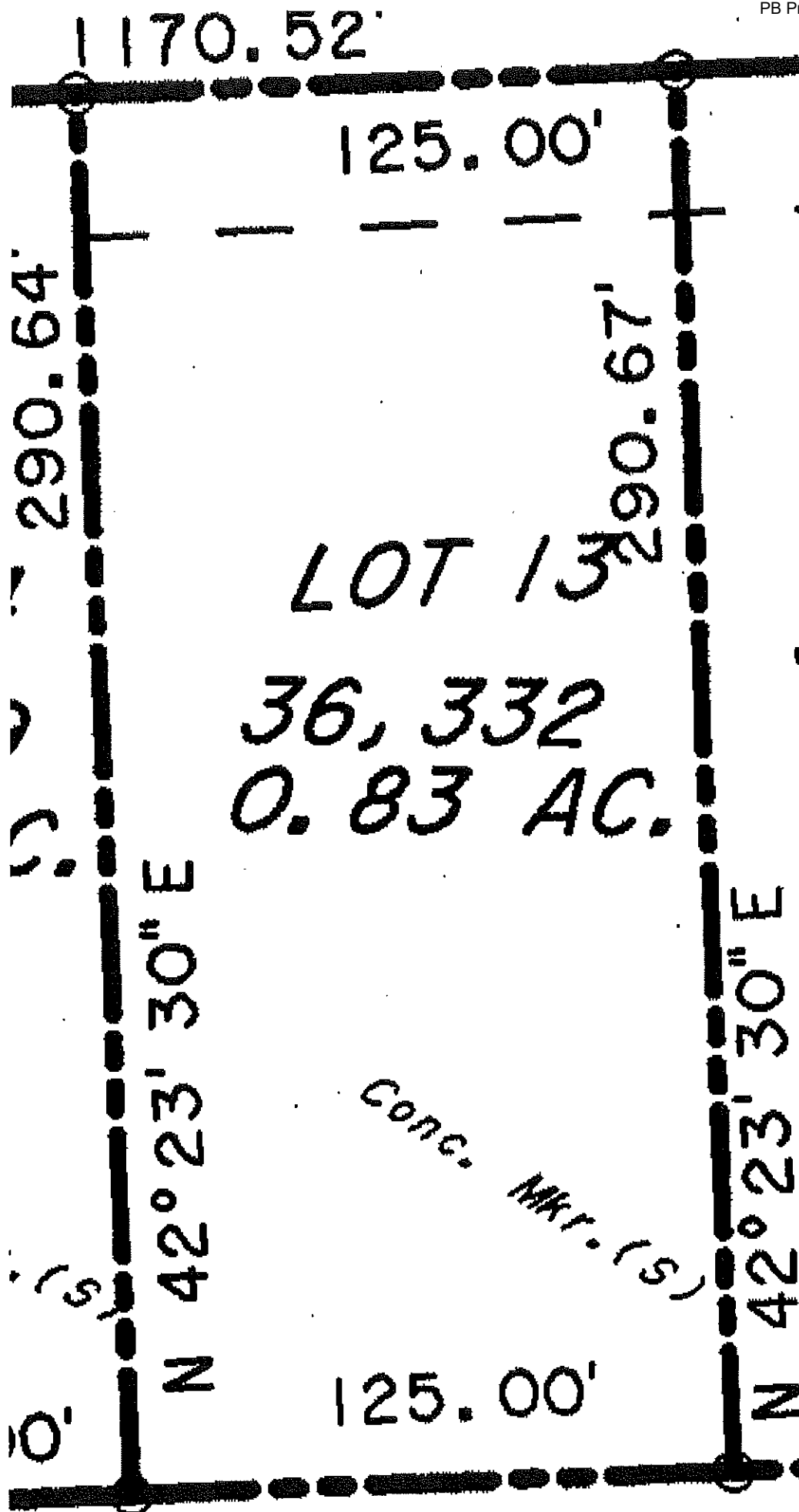
REMAINING LOTS TO BE SERVED BY  
BY COMMUNITY WATER AND INDIVIDUAL  
SEPTIC TANKS.

CERTIFICATE OF APPROVAL FOR RECORDING  
PLANNING COMMISSION: THIS SUBDIVISION  
HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM  
COUNTY SUBDIVISION REGULATIONS & WAS  
APPROVED AT THE REGULAR MEETING OF THE  
PLANNING COMMISSION. THE CLERK OF COURTS OF  
EFFINGHAM COUNTY, GEORGIA.

*Barry R. Hight* 4/17/96  
CHAIRMAN DATE

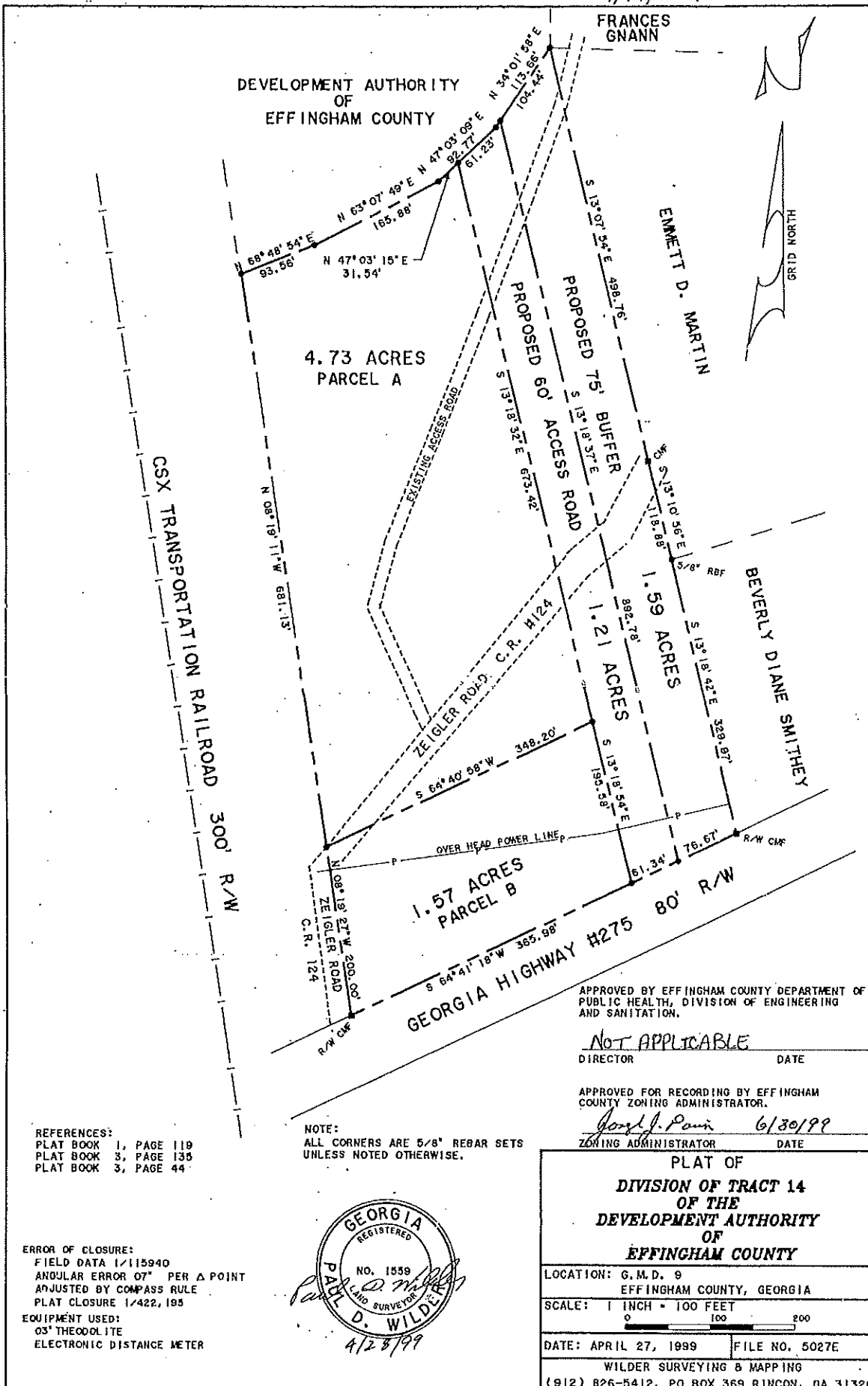




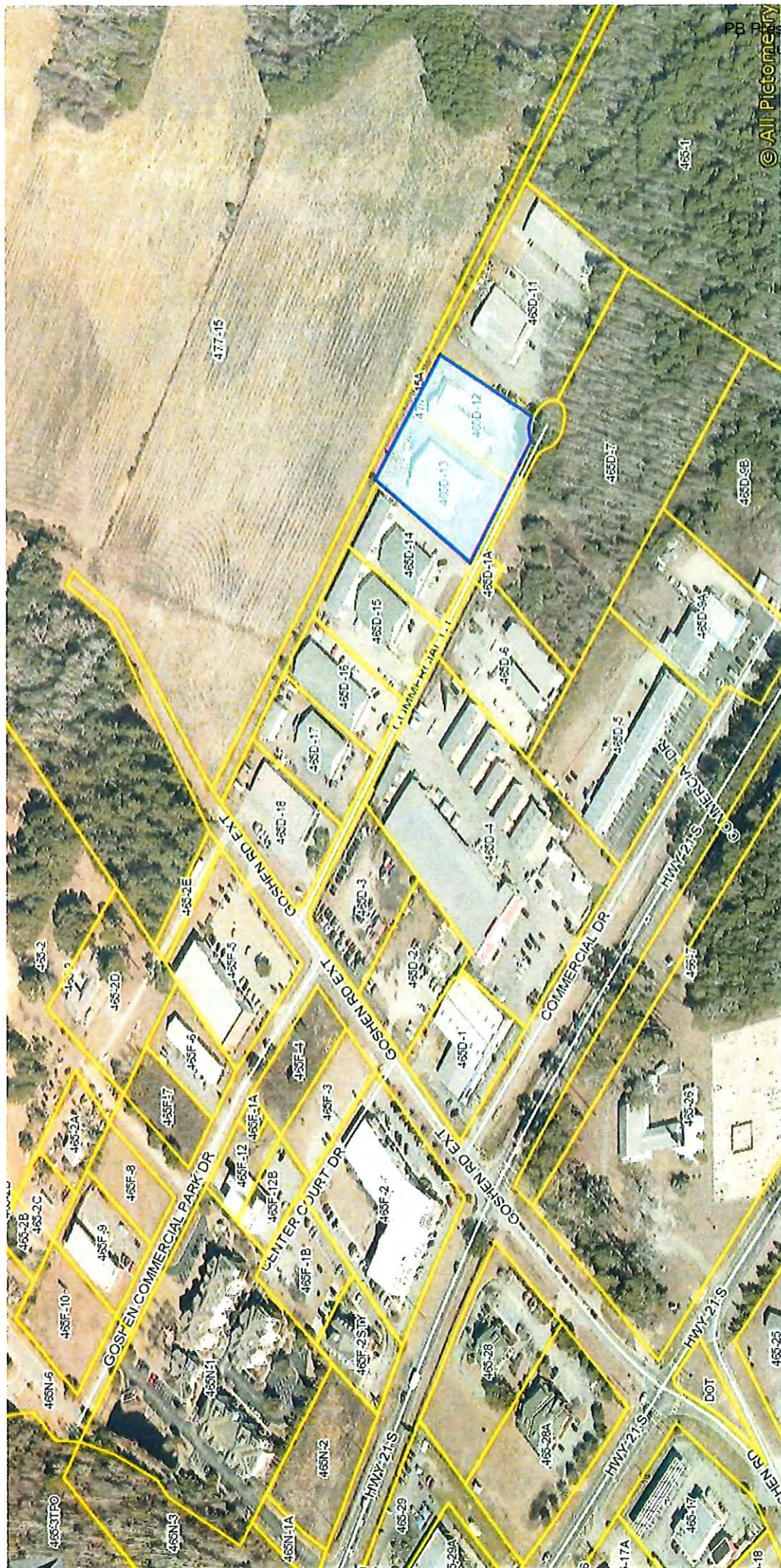


Filed for Record

Book B58 Page F2  
Date 7/14/1999









# 169 & 183 COMMERCIAL CT



5/26/2021, 3:55:55 PM

EffinghamCountyZoneClass

EffinghamCo

CountyZoneClass

B-3

CountyBo

boundary 4K

Freeway

Major Arteries

Serial Image

51

0.03

10.0

20  
21  
22

B-2

Collector

Local

Railroad\_

4K

Green: Green

Esri, Inc., City

y of Naperville, Illinois

is, Maxar

ArcGIS Web AppBuilder  
Maxar | Esri, Inc., City of Naperville, Illinois |

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Douglas Edwards** as agent for **Deland Properties, LLC**, requests a **variance** from the requirement for a 50' buffer between commercial and industrial zoned parcels. Located at 169 & 183 Commercial Court.

### Map# 465D Parcels# 12 & 13

#### 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.*
- On June 15, 2021, the Board approved rezoning of the two parcels from B-3 to I-1 to accommodate tenant needs.
- The warehouses are part of an existing business park, and are suitable in size and location for the proposed metal assembly use. The proposed use will not have a negative effect on the adjacent land uses.
- There is no room to accommodate the buffer requirement in the existing business park.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request for a **variance** from the 50' buffer requirement.
- Brad Smith seconded the motion. The motion carried unanimously.

#### Alternatives

- Approve** request for a variance from the 50' buffer requirement between B-3 and I-1.
- Deny** request for a variance from the 50' buffer requirement between B-3 and I-1.

**Recommended Alternative:** 1

**Other Alternative:** 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-12 & 13

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

465D-12 & 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, DOUGLAS EDWARDS has filed an application for a variance from the requirement for a 50' buffer; map and parcel number 465D-12 & 13, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT a variance from the requirement for a 50' buffer; map and parcel number 465D-12 & 13, located in the 5<sup>th</sup> 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:** July 20, 2021  
**Item Description:** **Tonya Gunn** as Agent for **Patricia B. Anderson** requests to **rezone** 2.75 acres from **AR-1** to **AR-2** to allow for the division of the parcel. Located at 123 Holly Lane.

### Map# 476 Parcel# 13

#### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 2.75 acres from AR-1 to AR-2, 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 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 the 2.75-acre parcel into 1-acre and 1.75-acre parcels.
- The 2.75-acre parcel is a legal non-conforming lot. The proposed change to the property boundary requires that the lot be brought into conformity.
- Holly Lane is a county-maintained dirt road.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request to rezone 2.75 acres from AR-1 to AR-2, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Michael Larson seconded the motion. The motion carried unanimously.

#### Alternatives

1. **Approve** the request to rezone 2.75 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 2.75 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

|  |                      |
|--|----------------------|
| 1. Rezoning Application and Checklist  | 4. Plat              |
| 2. Ownership Certificate/Authorization | 5. Aerial Photograph |
| 3. Deed                                |                      |



**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 5-28-21

Applicant/Agent: Tonya Gunn

Applicant Email Address: 181 Holly Lane Tagunn1965@gmail.com

Phone # (912) 844-4695

Applicant Mailing Address: 181 Holly Lane  
Rincon, GA 31326

Property Owner, if different from above: Patricia B. Anderson  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): andypatricia @ Comcast.net

Phone # (912) 663-7587

Owner's Mailing Address: 123 Holly Lane  
Rincon, GA. 31326

Property Location: 123 Holly Lane

Proposed Road Access: Holly Lane

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 476 - 13 Total Acres: 2.75 Acres to be Rezoned: 2.75

Lot Characteristics: Residence

**WATER**

☒ Private Well

☐ Public Water System

**SEWER**

☒ Private Septic System

☐ Public Sewer System

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: \_\_\_\_\_

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.

Residence

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

Residential

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

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:

Jonya Gunn

Date

5-28-21

## AUTHORIZATION OF PROPERTY OWNER

I, Patricia B. Anderson, 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: Tonya Gunn

Applicant/Agent Address: 181 Holly Lane

City: Rincon State: GA Zip Code: 31326

Phone: (912) 844-4695 Email: Tagunn1965@gmail.com

Owner's signature Patricia B. Anderson

Print Name Patricia B. Anderson

Personally appeared before me Patricia B. Anderson (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 28th day of May, 20 21.

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

15 October 1984, on file in the office of the Clerk of the Superior Court of  
Effingham County, in Deed Book 209 page 500.

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 Patricia B. Anderson

Print Name Patricia B. Anderson

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Owner's signature \_\_\_\_\_

Print Name \_\_\_\_\_

Sworn and subscribed before me this 28<sup>th</sup> day of May, 20 21.

Kathleen Erin Dunnigan  
Notary Public, State of Georgia



July 20, 2011

FROM: NORMAN R. VEALE  
TO: PATRICIA B. ANDERSON

STATE OF GEORGIA )  
COUNTY OF EFFINGHAM )

## WARRANTY DEED

THIS INDENTURE, made this 15<sup>th</sup> day of October, 1984 between NORMAN R. VEALE of the County of Effingham, and State of Georgia, as Party or Parties of the First Part, hereinafter called Grantor, and PATRICIA B. ANDERSON 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 & no/100 (\$10.00) Dollars, and other valuable considerations, hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying, and being in the 9th G.M. District, Effingham County, Georgia, being a portion of the Emma Rivers Estate containing 3.75 acres, more or less, shown and more particularly described by that map or plan thereof made by Wilder Surveying & Mapping dated July 28, 1977, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 11, page 220, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Robert E. Williams to Norman R. Veale described in that Warranty Deed recorded in Deed Book 209, page 500, aforesaid records.

SUBJECT HOWEVER, to the rights of others in and to the use of those access road easements delineated on the plat of survey mentioned in the above description.

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 FREE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Norman R. Veale (SEAL)  
NORMAN R. VEALE

Signed, sealed and delivered  
in the presence of:

Stella M. Anspith  
WITNESS

Norman M. Grant  
NOTARY PUBLIC

My Commission expires June 2, 1988



Effingham County, Georgia  
Real Estate Transfer Tax

Paid \$ 13.20  
Date 10-16-84

RECORDED OCTOBER 16, 1984

Virginia B. Chavis  
DEPUTY CLERK



802 Highway 119 South, Post Office Box 350  
Springfield, Georgia 31329  
Phone: 912-754-6850 | Fax: 912-754-0078

June 14, 2021

Effingham County Zoning Board  
Springfield, GA 31329

Re: Tonya Gunn  
181 Holly Lane Rincon, GA 31326  
Pin: 476-13  
Total Acres: 2.75 Acres to be rezoned: 2.75

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.



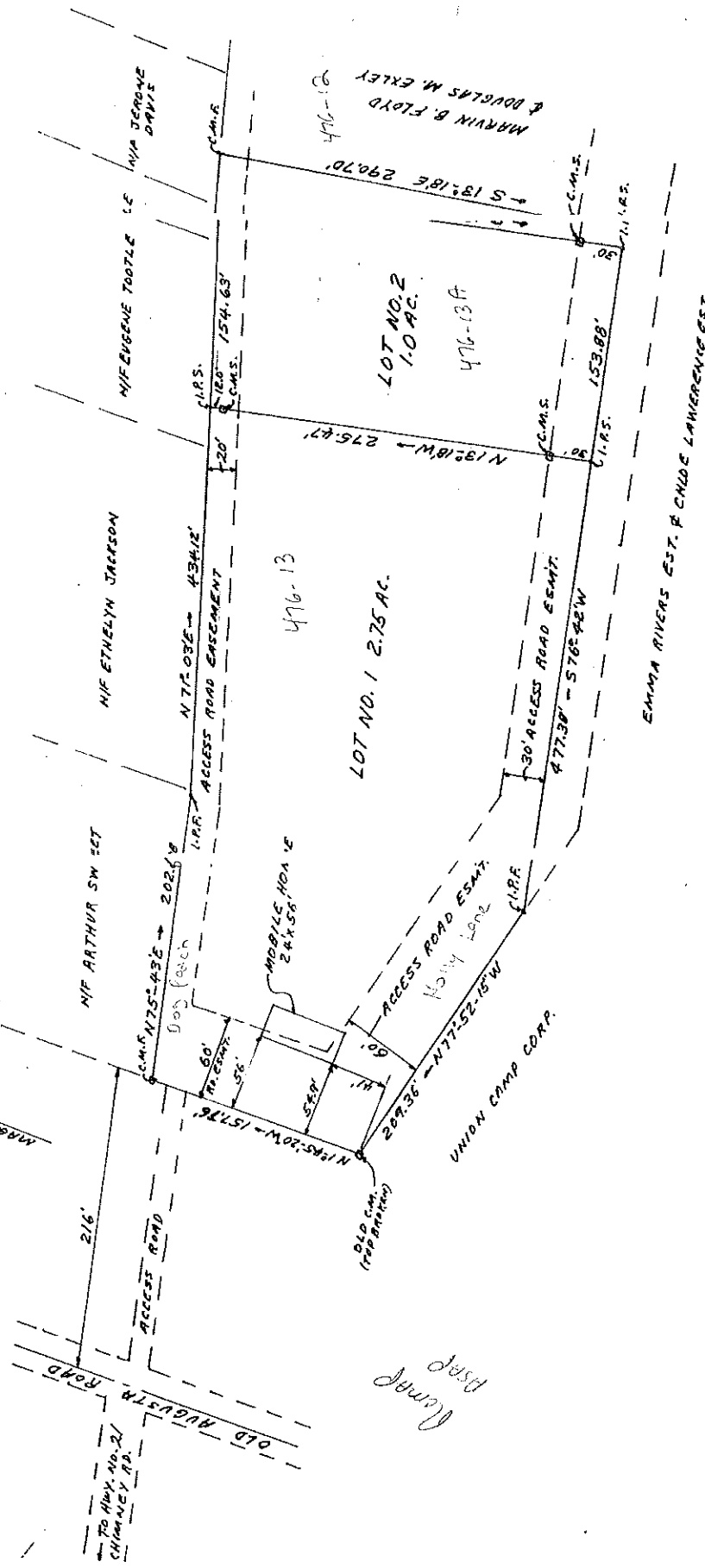
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan 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,

A handwritten signature in black ink, appearing to read "Darrell M. O'Neal".

Darrell M. O'Neal, MPA  
Environmental Health County Manager  
Effingham County Health Department



This is a true and correct copy of the original survey as shown to me by the surveyor. I have compared it with the original and find it to be correct. I am a duly licensed surveyor in the State of Georgia. My commission expires on 12/31/2021. JAMES H. WILLS, Surveyor, No. 1234

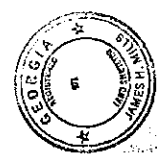


PLAT OF THE SUBDIVISION OF A 3.75 AC. TRACT OF THE EMMA RIVERS ESTATE INTO TWO LOTS (LOT NO. 1 & LOT NO. 2) LOCATED IN THE 9TH G.M. DIST., EFFINGHAM COUNTY, GA. FOR: PATRICIA B. ANDERSON SURVEYED BY: JAMES H. WILLS SAVANNAH, GA.

EQUIP. USED: TOTAL STATION THE E/C FOR THIS SURVEY IS \$10,000.



Surveyed by J.H.M. 12/31/2021



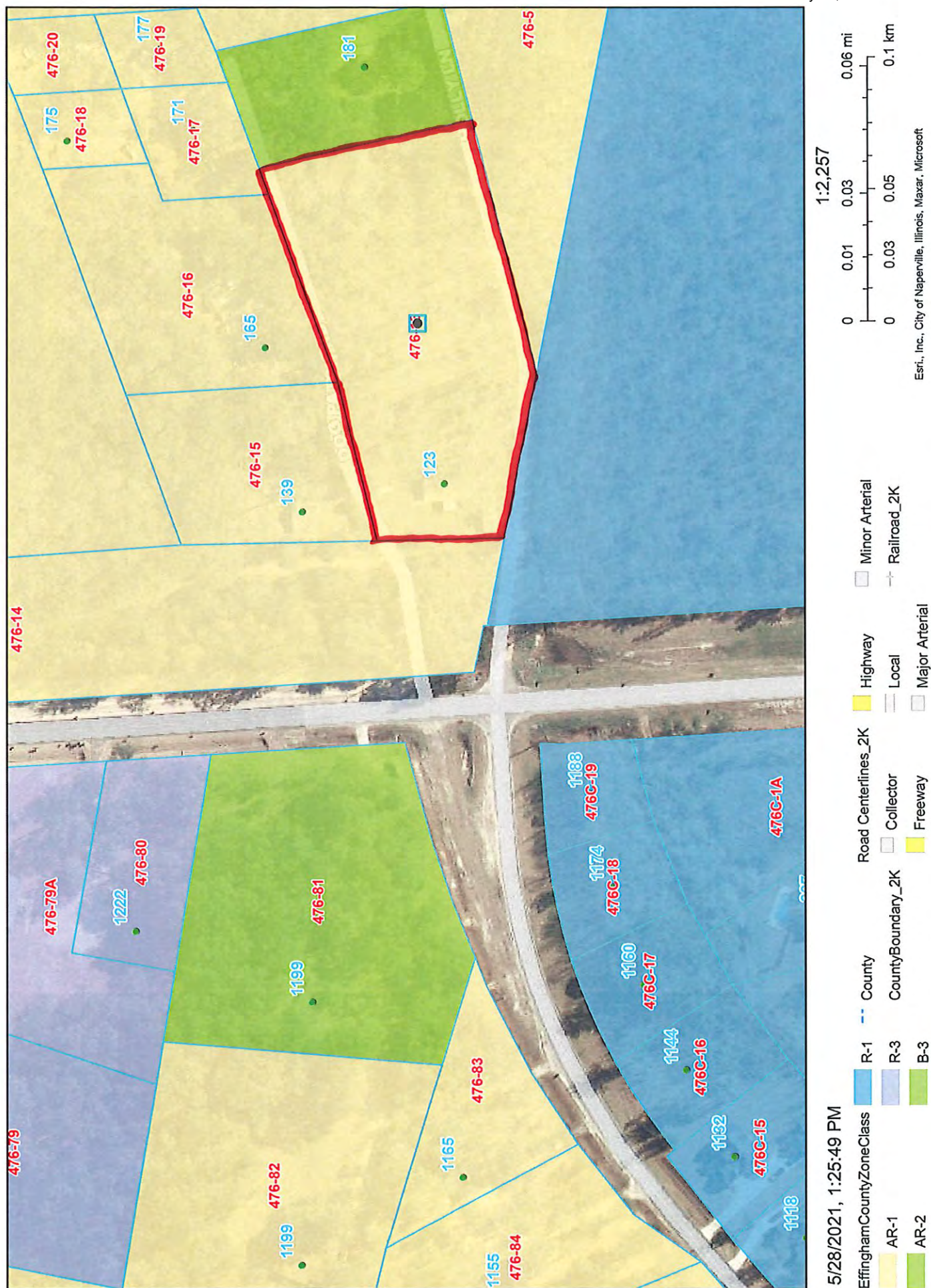








123 Holly Lane



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.

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 **Tonya Gunn as Agent for Patricia B. Anderson – (Map # 476 Parcel # 13)** from **AR-1** to **AR-2** zoning.

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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.

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 **Tonya Gunn as Agent for Patricia B. Anderson – (Map # 476 Parcel # 13)** from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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

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

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

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.

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 PET

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Tonya Gunn as Agent for Patricia B. Anderson** – (Map # 476 Parcel # 13) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

PET

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.

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 **Tonya Gunn as Agent for Patricia B. Anderson** – (Map # 476 Parcel # 13) from AR-1 to AR-2 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS

6/28/21



## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning & Zoning Manager  
**Department:** Development Services  
**Meeting Date:** July 20, 2021  
**Item Description:** **Tonya Gunn** as Agent for **Patricia B. Anderson** requests to **rezone** 2.75 acres from **AR-1** to **AR-2** to allow for the division of the parcel. Located at 123 Holly Lane.

### Map# 476 Parcel# 13

#### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to rezone 2.75 acres from AR-1 to AR-2, 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 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 the 2.75-acre parcel into 1-acre and 1.75-acre parcels.
- The 2.75-acre parcel is a legal non-conforming lot. The proposed change to the property boundary requires that the lot be brought into conformity.
- Holly Lane is a county-maintained dirt road.
- At the June 15 Planning Board meeting, Peter Higgins made a motion to **approve** the request to rezone 2.75 acres from AR-1 to AR-2, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Michael Larson seconded the motion. The motion carried unanimously.

#### Alternatives

1. **Approve** the request to rezone 2.75 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. Subdivision plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 2.75 acres from **AR-1** to **AR-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

476-13

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

476-13

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, TONYA GUNN, has filed an application to rezone two and seventy-five hundredths (2.75) +/- acres; from AR-1 to AR-2: map and parcel number 476-13, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2020; and

IT IS HEREBY ORDAINED THAT two and seventy-five hundredths (2.75) +/- acres; map and parcel number 476-13, located in the 5<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. Subdivision plat must be approved by the Zoning Administrator, 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