



AGENDA
BOARD OF COMMISSION
GLYNN COUNTY BOARD OF COMMISSIONERS
HISTORIC GLYNN COUNTY COURTHOUSE
THURSDAY, JANUARY 19, 2023 AT 6:00 PM

INVOCATION AND PLEDGE

COMMISSION PRESENTATIONS AND ANNOUNCEMENTS

CONSENT AGENDA - General Business

1. Approve the minutes of the regular meeting held on January 5, 2023, subject to any necessary corrections. (R. Vakulich)
[REPORT](#)
2. Approve an Assignment and Amendment to Sublease Agreement between the Brunswick and Glynn County Development Authority and SSI Tire Store, LLC. (R. Burr)
[REPORT](#)
3. Approve a Memorandum of Agreement between Glynn County and The University of Georgia Research Foundation utilizing the Carl Vinson Institute of Government for technical assistance with the development of the Glynn County Strategic Plan. (R. Talbert)
[REPORT](#)
4. Approve the Glynn County 2023 LMIG suggested list of roads and bridges as the Georgia Department of Transportation 2023 LMIG project. Authorize the Glynn County Commission chairperson to sign the 2023 LMIG agreement on behalf of Glynn County and authorize staff to solicit project bids once the application has been approved by GDOT. (D. Austin)
[REPORT](#)

PUBLIC HEARING - ABANDONMENT

Public Hearings will be limited to 30 minutes for each opposing side, with 5 minutes allocated to each individual speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. If your group has a spokesperson, please allow that individual to present your group's position in the time allocated. Your cooperation in this process will be greatly appreciated.

5. AB5006: Consider the abandonment of a portion of the unopened Palm Street right of way in Block 19, Glynn Haven S/D, Glynn County, Georgia. (AB 5006 – behind 410 Pine Street) (P. Andrews)
[REPORT](#)

PUBLIC HEARING - LAND USE

6. ZM5319 – 7156 Highway 99 Planned Development District Amendment: Consideration of an amendment to the Golden Isles Gateway Exit 42 Parcel Planned Development District, Case Number ZM2824, to expand permitted uses at 7156 Highway 99, Parcel 03-12108. Jake

Hightower, Roberts Civil Engineering, agent for Mark McDonald, Brunswick Highway 99, LLC, owner. (S. Leif) (7-0)

[REPORT](#)

7. ZM5334 – Billboard Use: Consideration of an application to rezone a portion of parcel 02-00867 from the Forest Agricultural (FA) zoning district to the Freeway Commercial (FC) zoning district to allow for a billboard. Eric Taylor, Cumberland Land Surveyors, agent for Phillip Monson, Southern Vending, owner. (S. Leif) (7-0)

[REPORT](#)

GENERAL BUSINESS

8. Consider approving a reimbursement of the \$1,000 site plan application fee for Marshes of Glynn Baptist Church for a site plan approval application (case number SP5270) for an addition to the church located at 3780 Highway 82 (parcel 03-13597). (S. Leif)

[REPORT](#)

9. Consider appointing citizens to serve on the 2023 Comprehensive Plan Stakeholder Committee. (W. Fallon)

[REPORT](#)

PUBLIC COMMENT PERIOD

EXECUTIVE SESSION/POST EXECUTIVE SESSION ACTION



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: R. Vakulich

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA - General Business

AGENDA LANGUAGE: Approve the minutes of the regular meeting held on January 5, 2023, subject to any necessary corrections. (R. Vakulich)

BACKGROUND: Approve the minutes of the regular meeting held on January 5, 2023, subject to any necessary corrections.

ATTACHMENTS:

[010523.pdf](#)



DRAFT MINUTES
BOARD OF COMMISSION
GLYNN COUNTY BOARD OF COMMISSIONERS
HISTORIC GLYNN COUNTY COURTHOUSE
THURSDAY, JANUARY 5, 2023 AT 5:00 PM

PRESENT: Wayne Neal, Chairman, District 3
Walter Rafolski, Vice Chairman, At Large Post 2
Sammy Tostensen, Commissioner, District 1
David Sweat, Commissioner, District 4
Allen Booker, Commissioner, District 5
Bo Clark, At Large Post 1

ALSO PRESENT: Aaron Mumford, County Attorney
William Fallon, County Manager
Ronda Vakulich, County Clerk

ABSENT: Cap Fendig, Commissioner District 2 (attended virtually)

INVOCATION AND PLEDGE

COMMISSIONERS' SWEARING IN CEREMONY

Wayne Neal-District 3 Commissioner-Judge Tuten
David Sweat-District 4 Commissioner-Judge Altman
Thomas B. Clark-At-Large Post 1 Commissioner-Judge Tuten
(R. Vakulich)

ELECTION OF CHAIRMAN AND VICE CHAIRMAN

Commissioner Fendig nominated Commissioner Neal to serve as Chairman of the Board for 2023 and Commissioner Rafolski to serve as vice-chairman. No other nominations were received. The Board voted 6-0 with Commissioner Fendig's vote inadvertently not called, to appoint Commissioner Neal as Chairman and Commissioner Rafolski as vice-chairman for the year 2023.

RECEPTION

APPOINTMENTS

1. 2023 Appointments to Boards and Committees

Altamaha River Partnership (1 appointment)
Commissioner Clark
Board of Health (1 appointment) (Term coincides with appointed commissioner's term)
Commissioner Fendig
Brunswick Area Transportation System (BATS) (1 appointment)
Commissioner Rafolski
Coastal Regional Commission (CRC) (1 appointment)
Commissioner Tostensen
Finance Committee (3 appointments)
Commissioner Booker (chairman)

Commissioner Rafolski
Commissioner Sweat
Joint Water and Sewer Commission (JWSC) (1 appointment)
Commissioner Neal
Pension Committee (3 appointments)
Commissioner Tostensen (chairman)
Commissioner Fendig
Commissioner Clark
Personnel Committee (3 appointments)
Commissioner Tostensen (chairman)
Commissioner Fendig
Commissioner Clark
Police Advisory Panel (1 appointment)
Commissioner Rafolski
Tourism Bureau (1 appointment)
Commissioner Sweat
Water Resources Protection Committee (1 appointment)
Commissioner Fendig

Line of Succession
Commissioner Neal
Commissioner Rafolski
Commissioner Fendig
Commissioner Booker
Commissioner Tostensen
Commissioner Sweat
Commissioner Clark
(R. Vakulich)

A motion was made by Commissioner Rafolski and seconded by Commissioner Clark to ratify the Chairman's appointments. The motion carried unanimously.

2. Consider appointing four (4) citizens to serve on the Mainland Planning Commission as nominated by the following commissioners:

DISTRICT	Nominating Commissioner
District 3	Commissioner Neal
District 4	Commissioner Sweat
At-Large Post 1	Commissioner Clark
At-Large Post 2	Commissioner Rafolski

(R. Vakulich)

[REPORT](#)

Commissioner Neal nominated Sherrye Gibbs. The Board voted unanimously to appoint Ms. Gibbs. Commissioner Sweat nominated Kevin Higgins. The Board voted unanimously to appoint Mr. Higgins. Commissioner Clark nominated Missy Neu. The Board voted unanimously to appoint Ms. Neu. Commissioner Rafolski nominated Gary Nevill. The Board voted unanimously to appoint Mr. Nevill.

3. Consider appointing three (3) citizens to serve on the Island Planning Commission as nominated by the following commissioners:

DISTRICT	Nominating Commissioner
District 3	Commissioner Neal
District 4	Commissioner Sweat
At-Large Post 1 (R. Vakulich)	Commissioner Clark
<u>REPORT</u>	

Commissioner Neal nominated Michael Torras. The Board voted unanimously to appoint Mr. Torras. Commissioner Sweat nominated Matthew McHale. The Board voted unanimously to appoint Mr. McHale.

Commissioner Clark nominated Joe Nash. The Board voted unanimously to appoint Mr. Nash.

4. Consider appointing one (1) citizen to serve on the Glynn County Board of Tax Assessors. (R. Vakulich)

[REPORT](#)

Commissioner Neal nominated Judith Thomas. The Board voted unanimously to appoint Ms. Thomas.

5. Consider appointing one (1) citizen to serve on the Blythe Island Advisory Board. This is the unexpired term of Speedy Tostensen representing the At Large Post 1. (R. Vakulich)

[REPORT](#)

Commissioner Clark nominated Dane Hutchinson. The Board voted unanimously to appoint Mr. Hutchinson.

COMMISSION PRESENTATIONS AND ANNOUNCEMENTS

6. Presentation of the fiscal year 2022 Annual Comprehensive Financial Report by Gregory Chapman, CPA of Nichols, Cauley & Associates. (T. Munson)

[REPORT](#)

CONSENT AGENDA - General Business

7. Approved the minutes of the regular meeting held on December 15, 2022, subject to any necessary corrections. (R. Vakulich)
8. Appointed Deborah Jacobs Riner to serve on the Glynn County Board of Health representing the underprivileged, needy and elderly.

[REPORT](#)

CONSENT AGENDA - Finance Committee

9. Renewed the contract for workers' compensation administration and insurance with the Association of County Commissioners of Georgia-Georgia Self Insured Workers' Compensation Fund for January 1, 2023 – December 31, 2023 at an estimated contribution of \$279,322 and a deductible of \$500,000. (O. Reed) (FC Vote: 3-0)

[REPORT](#)

10. Approved the Real and Personal Property corrections and exemptions as recommended by the Board of Assessors and the Chief Appraiser at their Thursday, November 17, 2022 meeting, with clarification that this does not approve a tax refund. (R. Glisson) (FC Vote: 3-0)

[REPORT](#)

11. Approve the attached Terms and Conditions and issue a Purchase Order to SwimSmart Technology LLC in the amount of \$32,200 for beach warning equipment and on-site installation assistance and training with funds to be provided by the At-Large Post 1 capital allocation; and approve the use of up to \$7,800 of At-Large Post 1 capital allocation to cover costs associated with the use of third-party vendors to install the system and connect power. (L. Gurganus) (FC Vote: 3-0) [REPORT](#) *This item was pulled for discussion at the request of Commissioner Clark.*
12. Accepted the FY23 Summer Reading Program grant and authorize a revenue and expenditure increase in the amount of \$1,500 for the Marshes of Glynn Libraries with the funding to be provided by the Georgia Public Library Service. (G. Mullis) (FC Vote: 3-0) [REPORT](#)
13. Exercised the fourth option year with Early Alert for comprehensive disaster support services. (A. Leanza) (FC Vote: 3-0) [REPORT](#)
14. Authorized payment of the excess tax proceeds from the tax sale of parcel number 03-16299 in the amount of One Hundred Twenty-Five Thousand and One Dollars (\$125,001.00) to Aldridge Pite, LLP, f/b/o Lakeview Loan Servicing, LLC. (J. Wilbanks) (FC Vote: 3-0) [REPORT](#)
15. Accepted the donation of the 56 Nebo SLYDE + Flashlights from Arco Hardware for use by the Glynn County Police Department (GCPD). (O. Jackson) (FC Vote: 3-0) [REPORT](#)
16. Declared the unusable items listed on the attached page as surplus and approve disposing of these items in the best interest of the County. (D. Austin) (FC Vote: 3-0) [REPORT](#)
17. Approved the Weatherproofing Technologies, Inc. Terms and Conditions and approve the issuance of a Purchase Order utilizing OMNIA Contract R-180903-317913 to Tremco Roofing and Building Maintenance in the amount of \$99,345.83 with funding to be provided by FY23 Capital Projects Fund Budget. (D. Austin) (FC Vote: 3-0) [REPORT](#)
18. Approved the allocation in the amount of \$34,008.36 for the addition of automatic watering devices for the kennels and to add stainless steel to the walls of the two-intake kennels with funding to be provided by the Capital Projects Fund Capital Allocation At – Large Post 2. (D. Austin) (FC Vote: 3-0) [REPORT](#)
19. Approved the purchase of Performance PRO and TLC Bundle software subscription from HR Performance Solutions for \$33,860 with funding provided by ARPA Funds. (D. Bragdon) (FC Vote: 3-0) [REPORT](#)
20. Approved the first amendment to the intergovernmental agreement among and between Glynn County and the Glynn County Board of Education for fiber sharing. (D. West) (FC Vote: 3-0)

REPORT

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to approve all items on the consent agenda except item #11 which was pulled for discussion. The motion carried unanimously.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION

11. — Approved the attached Terms and Conditions and issue a Purchase Order to SwimSmart Technology LLC in the amount of \$32,200 for beach warning equipment and on-site installation assistance and training with funds to be provided by the At-Large Post 1 capital allocation; and approve the use of up to \$7,800 of At-Large Post 1 capital allocation to cover costs associated with the use of third-party vendors to install the system and connect power. (L. Gurganus) (FC Vote: 3-0) REPORT *This item was pulled for discussion at the request of Commissioner Clark.*

Commissioner Clark spoke on the item. Lisa Gurganus was available to answer questions from the Board.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to approve the Terms and Conditions and issue a Purchase Order to SwimSmart Technology LLC in the amount of \$32,200 for beach warning equipment and on-site installation assistance and training with funds to be provided by the At-Large Post 1 capital allocation; and approve the use of up to \$7,800 of At-Large Post 1 capital allocation to cover costs associated with the use of third-party vendors to install the system and connect power. The motion passed 6-1 with Commissioner Clark opposed.

PUBLIC HEARING - ALCOHOLIC BEVERAGE LICENSE

Public Hearings will be limited to 30 minutes for each opposing side, with 5 minutes allocated to each individual speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. If your group has a spokesperson, please allow that individual to present your group's position in the time allocated. Your cooperation in this process will be greatly appreciated.

21. Consider the issuance of a 2023 alcoholic beverage license to Justin Henshaw, Henshaw Salads, LLC DBA Ironside, 2207 Demere Rd., St. Simons Island, GA. The license is to sell malt beverages and wines for consumption on premise of a restaurant. Sunday sales permitted. Justin Henshaw, licensee. (O. Jackson)

REPORT

Justin Henshaw was present at the meeting as required by ordinance. Chief Jackson said the applicant met the requirements for consideration of issuance of the license. This item was opened for public comment, yet no one addressed the Board.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to approve the alcoholic beverage license. The motion carried unanimously.

22. Consider the issuance of a 2023 alcoholic beverage license to Donna Macpherson, Golden Isles Olive Oil LLC, 1609 Frederica Rd., St. Simons Island, GA. The license is to sell distilled spirits, malt beverages and wines for consumption on premise of a restaurant. Sunday sales permitted. Donna Macpherson, licensee. (O. Jackson)

REPORT

Donna Macpherson was present at the meeting as required by ordinance. Chief Jackson said the applicant met the requirements for consideration of issuance of the license. This item was opened for public comment, yet no one addressed the Board.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to approve the alcoholic beverage license. The motion carried unanimously.

PUBLIC HEARING - ABANDONMENT

23. Consider the abandonment of a portion of unopened "Dedicated Public right-of-way" in the Island South subdivision as shown on the attached Final Subdivision Map of Island South with a utility easement being conveyed to the County over the whole area of abandonment which expires 12-months after the date the abandonment is recorded. (P. Andrews)

REPORT

Paul Andrews, County Engineer, reported the following:

SOURCE OF TITLE: Dedication on the Final Subdivision Map of Island South recorded June 8, 1982 (plat drawer #18, plat #728)

PRESENT USE OF RIGHT-OF-WAY: This section of right-of-way is currently being used as park and open space for the community. There is also an underground utility crossing the property.

PAST HISTORY: This section of the right-of-way has been used as it is currently for many years. There is no evidence of the alley having been improved to accommodate vehicular traffic.

POTENTIAL USE IN THE FUTURE: This portion of the alley could be used for access to adjacent property, to access and contain utilities, or for additional parking.

BENEFIT TO PUBLIC IN CONTINUING USAGE: The public will continue to benefit from the ability to use this alley for access and contain utilities.

BENEFIT TO PUBLIC IN ABANDONMENT: Abandonment would return the property to the tax digest and transfer maintenance responsibility to the property owner.

This item was open for public comment, yet no one addressed the board.

A motion was made by Commissioner Rafolski and seconded by Commissioner Clark to approve the abandonment of a portion of unopened "Dedicated Public right-of-way" in the Island South subdivision as shown on the attached Final Subdivision Map of Island South with a utility easement being conveyed to the County over the whole area of abandonment which expires 12-months after the date the abandonment is recorded. The motion carried unanimously.

PUBLIC HEARING - LAND USE

24. Consider a request to rezone 2910 Demere Road, Parcel 04-05856, from the Office Commercial (OC) zoning district to the General Commercial (GC) zoning district. The intended permitted use is a church. Jake Hightower, Roberts Civil Engineering, agent for Jim Barger, The Sixth Episcopal District of the African Methodist Church Inc., owner. (S. Leif)

REPORT

Stefanie Leif, Interim Community Development Director, reported on the rezone. Ms. Leif gave a background, presented a survey, a proposed site plan, and maps. The Island Planning Commission (IPC) voted to approve the application.

This item was open for public comment, yet no one addressed the board.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to approve the proposed zoning decision as presented. The motion carried unanimously.

EXECUTIVE SESSION/POST EXECUTIVE SESSION ACTION

A motion was made by Commissioner Rafolski and seconded by Commissioner Sweat to adjourn to executive session for personnel and pending litigation. The motion carried unanimously.

BACK IN SESSION

A motion was made by Commissioner Booker and seconded by Commissioner Clark to adjourn executive session and enter regular session. The motion carried unanimously.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to approve the executive session minutes from the December 15, 2022 executive session. The motion carried 6-0 with Commissioner Fendig out of the room at the time of the vote.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to settle and resolve William Jones worker's compensation claim in the amount of \$50,000. The motion carried 6-0 with Commissioner Fendig out of the room at the time of the vote.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to authorize the County Manager to offer a salary up to the midpoint to the candidate selected for the position of Assistant County Manager. The motion carried 6-0 with Commissioner Fendig out of the room at the time of the vote.

A motion was made by Commissioner Rafolski and seconded by Commissioner Booker to adjourn the meeting. The motion carried 6-0 with Commissioner Fendig out of the room at the time of the vote.

There being no further business, the meeting adjourned at 7:22 p.m.

Wayne Neal, Chairman
Board of Commissioners
Glynn County, Georgia

Attest:

Ronda Vakulich, County Clerk



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: R. Burr

ITEM TYPE: Agreement / Contract / MOU / Lease

AGENDA SECTION: CONSENT AGENDA - General Business

AGENDA LANGUAGE: Approve an Assignment and Amendment to Sublease Agreement between the Brunswick and Glynn County Development Authority and SSI Tire Store, LLC. (R. Burr)

BACKGROUND: Please find attached a letter from Gilbert, Harrell, Sumerford & Martin addressed to County Manager Bill Fallon and the Assignment and Amendment to the Sublease Agreement between the Brunswick and Glynn County Development Authority and SSI Tire Store, LLC.

ATTACHMENTS:

[Letter to William Fallon \(01001370xBACF7\).pdf](#)

[Assignment and 2nd Amendment - SSI Tire \(01001369xBACF7\).pdf](#)

GILBERT, HARRELL, SUMERFORD & MARTIN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

ESTABLISHED 1871

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January 6, 2023

FEDERAL EXPRESS

William Fallon, County Manager
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520

Re: Brunswick and Glynn County Development Authority
Assignment and Second Amendment to Sublease Agreement

Dear Mr. Fallon:

Pursuant to Section 20(A) of the lease agreement dated October 11, 1988, as amended, between Glynn County, Georgia, as Sublessor, and the Brunswick and Glynn County Development Authority, as Sublessee, the Brunswick and Glynn County Development Authority ("Authority") hereby submits to Glynn County, for recognition by Glynn County, an assignment and amendment to sublease with SSI Tire Store, LLC, for property at St. Simons Island Airport. A copy of said sublease amendment is enclosed.

Pursuant to said Section 20(A), such recognition shall automatically become effective unless Glynn County gives written notice of its disapproval thereof to the Authority, together with a copy of such written notice to Sublessee within thirty (30) days of Glynn County's receipt of this letter. It is my understanding that this matter will be placed on the agenda for the County Commission meeting to be held January 19, 2023.

Said assignment and amendment assigns the said property to SSI Tire Store, LLC, and amends the annual rental amount to \$30,200.00 per year and it shall be adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982- 84=100 reference base. This amendment also adjusts the Capitol Investment Schedule attached to said Assignment and Amendment as Exhibit "B."

Based on the facts presented to them, the Glynn County Airport Commission and the Brunswick and Glynn County Development Authority do not believe the use of the premises contemplated by this sublease agreement between the Authority and Gulfstream Aerospace Corporation will produce noxious odors or adversely affect the environment.

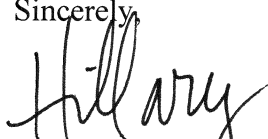


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Mr. William Fallon
January 6, 2023

By electronic copy of this letter, an electronic copy of the sublease will be delivered to Ronda Vakulich, as Clerk of the Glynn County Commission, to be available for review by the Commissioners. Also by a copy of this letter, an electronic copy of the sublease is being sent to the County Attorney, for his review.

Sincerely,

A handwritten signature in black ink, appearing to read "Hillary", with a stylized flourish at the end.

Hillary S. Stringfellow
Attorney for Brunswick and Glynn
County Development Authority

HSS/gno
Enclosure

cc Mr. Aaron Mumford
Ms. Ronda Vakulich
Mr. Robert Burr
Mr. Ryan Moore

Please return after recording to:
Gilbert, Harrell, Sumerford & Martin, P.C.
777 Gloucester Street, Suite 200
Brunswick, Georgia 31520

Please cross-reference:
Deed Book 65-R, Page 236
Deed Book 778, Page 632
Deed Book 3860, Page 345

STATE OF GEORGIA
COUNTY OF GLYNN

ASSIGNMENT AND SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Assignment and Second Amendment to Sublease Agreement (the “Assignment and Second Amendment”), is entered into effective the 29th day of December, 2022, by and between SOUTHERN STAR, INC., a Georgia corporation (hereinafter referred to as “Transferor”), and SSI TIRE STORE, LLC, a Georgia limited liability company (hereinafter referred to as “Transferee”).

WITNESSETH:

WHEREAS, BRUNSWICK AND GLYNN COUNTY DEVELOPMENT AUTHORITY (hereinafter referred to as “Authority”) and Dr. Dave’s Detailing Company entered into that certain Sublease Agreement dated August 26, 1996, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 65-R, Page 236, which sublease was assigned to William S. Knowles, Sr. by Dr. Dave’s Detailing Company, (hereinafter collectively referred to as the “Agreement”), for certain real property located at the St. Simons Island Airport, Glynn County, Georgia, as more particularly described therein (the “Premises”);

WHEREAS, Dr. Dave’s Detailing Company assigned the Agreement to William S. Knowles, Sr., the sole shareholder of Dr. Dave’s Detailing Company;

WHEREAS, William S. Knowles, Sr. and Southern Star, Inc. entered into that certain Sublease Agreement dated April 6, 2001 and recorded at Deed Book 778, Page 632, aforesaid records (hereinafter collectively referred to as the “Sublease”) whereby William S. Knowles, Sr. assigned all right, title and interest of his under the Agreement to Southern Star, Inc.;

WHEREAS, the Authority consented to the Sublease acknowledging that as of April 6, 2001, Sublessee had assumed all of the obligations of William S. Knowles under the Agreement and was the Sublessee of record for the Premises; which was further amended by the First Amendment to the Sublease Agreement on January 1, 2018, and recorded at Deed Book 3860, Page 345 (the Sublease Agreement and the Amendment being collectively the “Sublease Agreement” and are attached hereto as Exhibit “A”); and

WHEREAS, Transferor desires to assign, convey, grant, deed and deliver all of its interest in said Sublease Agreement to Transferee for value received; and

WHEREAS, Authority pursuant to the terms of Paragraph 18 of said Sublease Agreement, has consented to said assignment conditioned upon the amended terms of the Sublease Agreement as set forth herein; and

WHEREAS, Authority and Transferee have agreed to amend and modify the Sublease as hereinafter described so as to facilitate approval of this Assignment.

NOW THEREFORE, in consideration of the mutual promises set forth below, in consideration of the mutual covenants contained herein and other good and valuable consideration, and pursuant to Paragraph 18 of said Sublease Agreement, Transferor, Transferee and Authority agree as follows:

1. Assignment. Transferor hereby assigns, conveys, grants, deeds, and delivers all of the right, title, interest, power and privileges of Transferor, its successors and assigns, in and to said Sublease Agreement to Transferee, and hereby authorizes said Transferee to exercise all of the powers and privileges therein contained in all full, ample, and complete a manner as Transferor is authorized to exercise the same. Transferee joins in this Assignment to evidence its acceptance hereof and hereby agrees to comply with all of Transferor’s duties, liabilities, and obligations under said Sublease Agreement.

2. Consent of Authority. Authority joins in this Assignment to evidence its acceptance hereof and hereby agrees to comply with the terms of said Sublease Agreement. In joining this Assignment, Authority is granting its prior written consent to this Assignment pursuant to Paragraph 18 of said Sublease Agreement.

3. Environmental Representations. Transferor hereby warrants that it has not committed any act which would be in violation of any Environmental Laws (as defined herein), including: the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); the Resource Conservation and Recovery Act (RCRA); the Clean Air Act; the Clean Water ACT; and the Solid Waste Disposal ACT or any other federal, state or local law or statute regarding the environment which may be applicable to the property subject to said Sublease Agreement (collectively, "Environmental Laws"). Furthermore, Transferor hereby agrees to indemnify, reimburse, defend and hold harmless Transferee and Authority from and against any and all liabilities which may at any time be imposed upon, incurred by or asserted or awarded against Transferee or Authority directly or indirectly, related to or resulting from any acts or omissions by Transferor in violation of any such Environmental Laws.

4. Term; Options to Renew. Transferor was previously granted an extension of the Term of the Sublease, such that the Sublease Agreement was extended through August 31, 2041, based on required capital investment in accordance with the policies and procedures of the Glynn County Airport Commission ("GCAC"). In assigning this Sublease to Transferee, said capital investment schedule is amended and the applicable schedule for which Transferee is responsible for fulfilling is marked Exhibit "B" to this Second Amendment and Assignment, attached hereto and made a part hereof by reference.

5. Rental. The Sublease is hereby amended by deleting paragraph 4 entitled "Rental" in its entirety and inserting the following in lieu thereof:

“4. RENTAL.

A. Rate. Sublessee shall initially pay for the use and occupancy of the Premises the sum of Thirty Thousand Two Hundred and 00/100 Dollars (\$30,200.00) per year (the “Rent”).

B. Rate Calculation.

(1) Authority shall adjust the Rent annually, beginning December 1, 2023, and on the same date every year for the duration of the Term of this Sublease (“Rent Change Date”). Such adjustment and change in the basic Rent shall be determined according to cost of living changes in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-84=100 reference base (“BLS Consumer Price Index”).

(2) The BLS Consumer Price Index figure of 296.808 (“Base Index Figure”) for the month of September (“Base Index Month”) preceding the Rent Change Date is hereby fixed and established in the computation of adjustment of rentals herein provided for. Such adjustment of the annual rental rate shall be accomplished by multiplying the Rent by a fraction comprised of a numerator of which shall be the BLS Consumer Price Index figure for the Base Index Month immediately preceding the Rent Change Date (the “New Adjusted Index Figure”) and a denominator of which shall be the Base Index Figure as follows:

Current Rent x (New Adjusted Index Figure/Base Index Figure) = New Rent.

(3) If the official monthly BLS Consumer Price Index no longer uses the 1982-84=100 reference base, it is agreed that this agreement shall continue to use the BLS Consumer Price Index with the 1982-84=100 reference base.

(4) If at any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the issuance of BLS Consumer Price Index or if there is a substantial change in the computation of the BLS Consumer Price Index, the parties shall use any other standard nationally

recognized cost-of-living index then issued and available, which index is published by the U.S. government or other non-partisan publication.

(5) If the official monthly BLS Consumer Price Index is not available for use for the month, it is agreed that the BLS Consumer Price Index as issued and published for the earliest preceding months should be used in determining such basic rent adjustments.

C. Payment.

(1) Sublessee shall make monthly payments of one-twelfth (1/12th) of the Rent to GCAC (for example during the first year of the Term, Sublessee will pay GCAC Two Thousand Five Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,516.67) per month).

(2) All rent shall be paid in advance on the first (1st) day of each month without prior demand therefor at GCAC's business office, 295 Aviation Parkway, Suite 205, Brunswick, Georgia 31525, or such other address as Authority may designate in writing. Checks should be made payable to the Glynn County Airport Commission.

D. Late Payment. If payment is not received by GCAC by the first (1st) day of the month, a late charge of Twenty-five Dollars (\$25.00) shall be assessed and due; and all charges which are overdue shall bear interest from the due date based upon the rate of one and one-half percent (1 ½%) per month or a rate of .0493% times the unpaid balance on a daily basis until the account is paid in full”

6. Serving of Notice. Section 29 of the Sublease shall be deleted in its entirety and the following inserted in lieu thereof for the purpose of designating Transferee’s address for serving of notice:

“29. Serving of Notice. All notices and other written documents required or desired to be issued under this Sublease shall be served and delivered for all purposes:

a. Upon Sublessor if a copy thereof is delivered in person to the managing Director of the GCAC or is mailed by certified or registered mail, postage prepaid, addressed to GCAC at the public office of its Managing Director at 295 Aviation Parkway, #205, Brunswick, Georgia 31525.

b. Upon Sublessee if a copy thereof is delivered in person to Sublessee or any of its executive officers or is mailed by certified or registered mail, postage prepaid, addressed to Sublessee at 677 Skylane Road, St. Simons Island, Georgia 31522 or such other place as Sublessee may designate in writing to Authority or GCAC.”

7. Applicable to Successors. This Assignment contains the entire Agreement between the parties and cannot be changed except by a written instrument subsequently executed by the parties hereto. The covenants and conditions herein contained shall apply to and bind the heirs, successors, by merger, consolidation, or otherwise, executors, administrators, and assigns of all the parties hereto. Unless otherwise amended or changed herein, the Sublease Agreement shall continue in full force and effect.

8. Governing Law. This Assignment shall be governed under the laws of the State of Georgia. Furthermore, Glynn County, Georgia, is the proper forum for resolution of any dispute regarding this Assignment.

ADDITIONAL PAGES FOLLOW

IN WITNESS WHEREOF, each of the respective parties hereto, by and through their duly authorized officers, has signed, sealed and delivered these presents, effective as of the date and year first above written in the preamble but on the date set forth beside each respective signature.

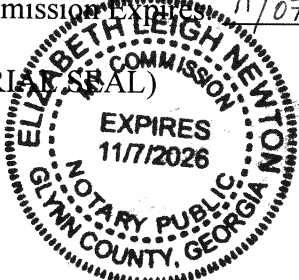
Signed, sealed and delivered
this 29th day of December, 2022,
in the presence of:

Tiffany M. Landry
Unofficial Witness

E. Leigh Newton
Notary Public

My Commission Expires: 11/07/26

(NOTARY SEAL)



Signed, sealed and delivered
this 29th day of December, 2022,
in the presence of:

Tiffany M. Landry
Unofficial Witness

E. Leigh Newton
Notary Public

My Commission Expires: 11/07/26

(NOTARY SEAL)



TRANSFEROR:
SOUTHERN STAR, INC.

Robert A. Prosser Sr.
Print Name: Robert A. Prosser Sr.
Title: owner / President

Print Name: _____
Title: _____

TRANSFeree:
SSI TIRE STORE, LLC

Jacob Melton
Print Name: Jacob Melton
Title: owner

Print Name: _____
Title: _____

ADDITIONAL PAGE FOLLOWS

IN WITNESS WHEREOF, the Authority, by and through its duly authorized officers, has signed, sealed and delivered these presents, consenting to the assignment and amendment of the Sublease Agreement, effective as of the date and year first above written in the preamble but on the date set forth beside each signature below.

Signed, sealed and delivered
this 5th day of January, 202~~1~~³,
in the presence of:

Neely Rogers
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: May 9, 2026

(NOTARIAL SEAL)



AUTHORITY:

BRUNSWICK AND GLYNN COUNTY
DEVELOPMENT AUTHORITY

William Z. Smith
Print Name: _____
Title: Chairman

C. Jones Hooks
Print Name: C. Jones Hooks
Title: Secretary-Treasurer

(AUTHORITY SEAL)

Exhibit A
Sublease Agreement and First Amendment

Please return after recording to:
Gilbert, Harrell, Sumerford & Martin, P.C.
777 Gloucester Street, Suite 200
Brunswick, Georgia 31520

Please cross-reference:
Deed Book 65-R, Page 236
Deed Book 778, Page 632

STATE OF GEORGIA
COUNTY OF GLYNN

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment to Sublease Agreement ("First Amendment") is made and entered into to be effective as of the 1st day of January, 2018, by and between BRUNSWICK AND GLYNN COUNTY DEVELOPMENT AUTHORITY ("Authority"), and SOUTHERN STAR, INC., a Georgia corporation ("Sublessee"), with its principal office in Glynn County, Georgia.

WITNESSETH:

WHEREAS, the Authority and Dr. Dave's Detailing Company entered into that certain Sublease Agreement dated August 26, 1996, recorded in the office of the Clerk of Superior Court of Glynn County, Georgia at Deed Book 65-R, Page 236, which sublease was assigned to William S. Knowles, Sr. by Dr. Dave's Detailing Company, (hereinafter collectively referred to as "the Agreement"), for certain real property located at the McKinnon St. Simons Island Airport, Glynn County, Georgia, as more particularly described therein (the "Premises");

WHEREAS, Dr. Dave's Detailing Company assigned the Agreement to William S. Knowles, Sr., the sole shareholder of Dr. Dave's Detailing Company;

WHEREAS, William S. Knowles, Sr. and Southern Star, Inc. entered into that certain Sublease Agreement dated April 6, 2001 and recorded at Deed Book 778, Page 632, aforesaid records (hereinafter collectively referred to as "the Sublease") whereby William S. Knowles, Sr. assigned all right, title and interest of his under the Agreement to Southern Star, Inc.;

WHEREAS, the Authority consented to the Sublease acknowledging that as of April 6, 2001, Sublessee had assumed all of the obligations of William S. Knowles under the Agreement and was the Sublessee of record for the Premises; and

WHEREAS, at this time Authority and Sublessee have agreed to amend and modify the Agreement as hereinafter described.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the parties hereby agree that, as of this Amendment's Effective Date, the Agreement is hereby amended as follows:

1. By deleting Section 3 in its entirety and inserting the following in lieu thereof:

“3. OPTIONS TO RENEW. Sublessee shall have the option to renew this Sublease for two (2) renewal terms, unless this Sublease is terminated as a result of Sublessee’s default and breach. The first renewal term shall be for five (5) years beginning on September 1, 2016 and ending on August 31, 2021. The second renewal term shall be for twenty (20) years beginning on September 1, 2021 and ending on August 31, 2041.

The extension offered herein to Sublessee is as a result of the capital investment made by Sublessee to the premises, which investment is detailed in Exhibit “A” to this First Amendment. Exhibit “A” to this First Amendment is so labeled and attached hereto.

It shall be an event of default under the Agreement if Sublessee does not complete the capital investments detailed on Exhibit “A” to this First Amendment on or before August 31, 2021.”

2. By deleting Section 4 in its entirety and insert the following in lieu thereof:

“Rate Calculation.

(1) Authority shall adjust the Rent annually, beginning December 1, 2017, and on the same date every year for the duration of the Term of this Sublease (“Rent Change Date”). Such adjustment and change in the basic Rent shall be determined according to cost of living changes in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-84=100 reference base (“BLS Consumer Price Index”).

(2) The BLS Consumer Price Index figure of 246.819 (“Base Index Figure”) for the month of September (“Base Index Month”) preceding the Rent Change Date is hereby fixed and established in the computation of adjustment of rentals herein provided for. Such adjustment of the annual rental rate shall be accomplished by multiplying the Rent by a fraction comprised of a numerator of which shall be the BLS Consumer Price Index figure for the Base Index Month immediately preceding the rental adjustment and a denominator of which shall be the Base Index Figure as follows:

$$\frac{\text{Current Rent} \times (\text{New Adjusted Index Figure} / \text{Base Index Figure})}{\text{New Rent}} =$$

(3) If the official monthly BLS Consumer Price Index no longer uses the 1982-84=100 reference base, it is agreed that this agreement shall continue to use the BLS Consumer Price Index with the 1982-84=100 reference base.

(4) If at any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the issuance of BLS Consumer Price Index or if there is a substantial change in the computation of the BLS Consumer Price Index, the parties shall use any other standard nationally recognized cost-of-living index then issued and available, which index is published by the U.S. government or other non-partisan publication.

(5) If the official monthly BLS Consumer Price Index is not available for use for the month, it is agreed that the BLS Consumer Price Index as issued and published for the earliest preceding months should be used in determining such basic rent adjustments.

(6) If payment is not received by GCAC by the first (1st) day of the month, a late charge of Twenty-five Dollars (\$25.00) shall be assessed and due; and all charges which are overdue shall bear interest from the due date based upon the rate of one and one-half percent (1 ½%) per month or a rate of .0493% times the unpaid balance on a daily basis until the account is paid in full."

3. By deleting the first paragraph of Section 5 in its entirety and insert the following in lieu thereof:

"Sublessee shall use premises for the exclusive purpose of the operation of an automotive repair facility. There shall be no change in the designate use unless approved by Sublessor in writing."

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Authority and Sublessee each hereby certify to the other that it is authorized to enter into this Amendment, and that those persons signing below on its behalf are authorized to do so, and shall promptly upon the request of the other provide a resolution to this effect.

Except as modified hereby, the Sublease remains unmodified and in full force and effect. In the event of any conflict between the terms and provisions of the Sublease and this First Amendment, the terms and provisions of this First Amendment shall prevail and control.

(Signatures follow)

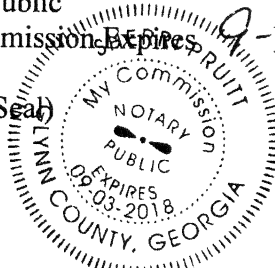
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, affixed their seals and delivered these presents, Authority and Sublessee acting by and through their duly authorized officers, in triplicate, on the day and year set opposite their respective names but as of the date first above mentioned.

Signed, sealed and delivered
this 26th day of Feb., 2018
in the presence of:

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires 9-3-18

(Notary Seal)



Signed, sealed and delivered
this 15 day of February, 2018
in the presence of:

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires Aug 18, 2018

(Notary Seal)

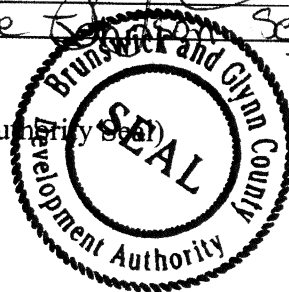


AUTHORITY:
BRUNSWICK AND GLYNN COUNTY,
DEVELOPMENT AUTHORITY

By: [Signature]
Its: Jack Kibore Vice Chairman

Attest: By: [Signature]
Its: Wayne [Signature] Secretary - Treasurer

(Authority Seal)



SUBLESSEE
SOUTHERN STAR, INC.

By: [Signature]
Its: President

Attest: By: _____
Its: _____

(Corporate Seal)



EXHIBIT "A"

October 16, 2017

Southern Star, Inc. (Robert Papson)

Capital Development Investments over life of extended lease:

2018:

Inspection Report Repairs.	\$18000.
Expand front office.	\$14790.
Replace Wooden Perimeter Fencing.	\$6000.

2019:

Upgrade Windows.	\$3580.
Renovate Customer Bathroom.	\$3400.

2020:

Upgrade Outdoor Deck.	\$6000.
Upgrade sprinklers and drainage.	\$2000.

2021:

Upgrade front lobby area.	\$23000.
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2022:

Upgrade lighting in offices and break room.	\$6000.
Upgrade lighting in shop.	\$3000.

2023:

Replace HVAC equipment.	\$9000.
-------------------------	---------

2024:

Refinish shop floor.	\$ 3200.
Install shop fan.	\$ 4000.
Install two post lifts in three bays.	\$24000.

2025:

Shop ceiling insulation.	\$5000.
Upgrade security system equipment.	\$2500.

2026:

Convert loft area above front offices into Air Conditioned space for meetings and additional offices.	\$30,000.
---	-----------

2027:

Gut and rework parts room.	\$ 5,000.
Upgrade bay doors.	\$15000.

2028:

Office carpet upgrade. \$4500.

2029:

Convert loft area above rear
break room into storage and
air Conditioned display area. \$10000.

2030 - 2032:

Expand metal building off rear
break room to increase finished office,
retail, and storage space. \$40000.

2033:

Resurface parking lot. \$20000.
Install additional outdoor lighting. \$ 8000.

2034 - 2036:

Expand lobby area to encompass
Current outdoor deck area. \$40000.

2037:

Paint exterior building surface. \$4000.
Paint interior spaces. \$6000.

Total \$315,970.00

Prepared at the direction of:
Joseph F. Strength, Esquire
Gilbert, Harrell, Gilbert,
Sumnerford, Martin & Gregg, P.C.,
777 Gloucester Street, Suite 200
Brunswick, GA 31521

STATE OF GEORGIA
COUNTY OF GLYNN

SUBLEASE AGREEMENT

THIS AGREEMENT, made this the 6th day of April, 2001, by and between WILLIAM S. KNOWLES, SR., of Glynn County, Georgia, and SOUTHERN STAR, INC., a Georgia corporation with its principal place of business in Glynn County, Georgia,

WITNESSETH:

WHEREAS, DR. DAVE'S DETAILING COMPANY, a Georgia corporation with its principal place of business in Glynn County, Georgia, owns a leasehold interest in property at the Malcolm B. McKinnon Airport on St. Simons Island, Glynn County, Georgia, more particularly described at Exhibit "A" (hereinafter "Premises"), which leasehold interest is granted in and evidenced by that certain Sublease Agreement between the BRUNSWICK AND GLYNN COUNTY DEVELOPMENT AUTHORITY (hereinafter "Authority") and DR. DAVE'S DETAILING COMPANY, dated August 26, 1996 and recorded in the Office of the Clerk of Glynn County Superior Court in Deed Book 65-R, Page 236 (hereinafter "First Sublease Agreement"), a copy of which is attached as Exhibit "B"; and

WHEREAS, Paragraph 18 of the First Sublease Agreement provides that DR. DAVE'S DETAILING COMPANY may assign or sublease the leasehold interest, subject to the written approval of the Authority; and

WHEREAS, DR. DAVE'S DETAILING COMPANY has assigned the leasehold interest to WILLIAM S. KNOWLES, SR., the sole shareholder of DR. DAVE'S DETAILING COMPANY and a personal guarantor of the First Sublease Agreement, which assignment the Authority, by its signature hereto, approves; and

WHEREAS, WILLIAM S. KNOWLES, SR., desires to sublease the leasehold interest to SOUTHERN STAR, INC., under the terms and for the purposes hereinafter set forth and described.

NOW THEREFORE, for and in consideration of the premises hereinabove set forth and the terms, conditions, and mutual covenants hereinafter stated, WILLIAM S. KNOWLES, SR., (hereinafter "Sublessor") and SOUTHERN STAR, INC., (hereinafter "Sublessee") hereby formally covenant and agree and bind themselves as follows to-wit:

The Sublessor hereby sublets the Premises and transfers, sets over, grants and conveys to Sublessee all the right, title and interest of Sublessor, as Sublessee, in, to, and under the First Sublease Agreement, subject to the terms of this Sublease Agreement. The the terms of this Sublease Agreement are as follows:

1. ASSUMPTION OF OBLIGATIONS OF SUBLESSOR. The Sublessee hereby accepts this Sublease Agreement and as part of the consideration therefor assumes all of the obligations of Sublessor, as Sublessee under the First Sublease Agreement, arising and to be performed from and after the date hereof. Without limiting the generality of the foregoing statement, the Sublessee specifically acknowledges that its authorized agents have reviewed the First Sublease Agreement and agree to be bound by the obligations of Sublessor, as Sublessee, set forth in the provisions of the First Sublease Agreement dealing with: RENTAL; USE OF PREMISES; INSURANCE; ACCEPTANCE OF PREMISES; PERMANENT IMPROVEMENTS TO PREMISES; REPAIRS AND MAINTENANCE; OWNERSHIP OF PERSONAL PROPERTY AND FIXTURES; TOTAL AND PARTIAL DESTRUCTION OF PREMISES; NO MECHANICS LIEN; NO AGENCY CREATED; CONTEST OF LIENS; INDEMNIFY; UTILITIES; RIGHT OF EASEMENT; INSPECTION OF PREMISES; ASSIGNMENT AND SUBLEASES; TAXES; AIRPORT RULES AND REGULATIONS; NONDISCRIMINATION ASSURANCES; AIRPORT PROTECTION; SUBORDINATION PROVISIONS; CONSENT OR APPROVAL; NO EXCLUSIVE USE; DEFAULT AND BREACH; TERMINATION;

SURRENDER OF POSSESSION; SERVING OF NOTICE; RELETTING; and CONSTRUCTION OF SUBLEASE.

2. **TERM.** This Sublease Agreement commences on the date hereof and expires on August 31, 2016 (the "Termination Date"), unless the Sublessee elects to exercise the Option to Renew described in Paragraph 3 of the First Sublease Agreement in which case the First Sublease Agreement and this Sublease Agreement shall expire on August 31, 2021, unless this Sublease Agreement is first terminated by the Sublessee's default and breach.

3. **RENTAL.** Sublessee shall pay for the use and occupancy of the Premises, the sum of Seven Thousand One Hundred Thirty-Eight and 15/100 Dollars (\$7,138.15), payable in twelve (12) equal monthly installments of Five Hundred Ninety Four and 85/100 Dollars (\$594.85), until July 1, 2001, after which time the rental rate shall increase according to the provisions of Paragraph 4 of the First Sublease Agreement. All rent shall be paid directly to the Authority in advance on the first (1st) day of each month without prior demand therefor at the address designated by the Authority or at such other address as Sublessor may designate in writing.

4. **USE OF PREMISES.** The Sublessee shall comply with the provisions of Paragraph 5 of the First Sublease Agreement except that the Sublessee may use the Premises for the purpose of the operation of Automotive Repair. The Authority's approval of this Sublease Agreement shall be deemed sufficient to satisfy the requirements of written approval of alternate uses under Paragraph 5 of the First Sublease Agreement.

5. **INSURANCE.** Sublessee shall comply with the provisions of Paragraph 6 of the First Sublease Agreement and shall designate the Sublessor, in addition to the other parties identified in said paragraph, as an additional insured.

6. **PERMANENT IMPROVEMENTS TO PREMISES.** Sublessee shall not make any improvements to the Premises without complying with the provisions of Paragraph 8 of the First Sublease Agreement and without the prior written approval of the Sublessor.

7. **INDEMNIFY.** Sublessee shall indemnify, protect, defend and save Sublessor, Glynn County, the Authority, and/or the Glynn County Airport Commission harmless from and against all claims, demands, liabilities and costs, including attorneys fees, arising from damage or injury, actual or claimed, of whatever kind or character to property or persons allegedly occurring on or about Premises or with respect to any business or activity conducted by the Sublessee, during this Sublease term or Sublessee's period of actual possession of Premises, whichever is longer. Upon notice from Sublessor, the Authority, or Glynn County Airport Commission, Sublessee shall defend said entity in any action or proceeding brought in connection with such claims and demands.

Sublessee hereby releases, indemnifies and holds Sublessor harmless from any and all liabilities in connection with its use of the Premises or its modification or alteration of the Premises, including but not limited to any change which would adversely affect the environment or cause any violation of said laws, regulations, or guidelines. Sublessee shall not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines. Any violation of this covenant shall be an event of default under this Agreement. Sublessee shall have no obligation to indemnify Sublessor for any violation of said laws, regulations, or guidelines which occurred prior to the commencement of the term of this Agreement.

8. **INSPECTION OF PREMISES.** Sublessee shall comply with the provisions of Paragraph 17 of the First Sublease Agreement and shall also permit Sublessor and his agents or assigns, free access to the Premises at all reasonable times to examine and inspect the condition of thereof and to exercise any right reserved to Sublessor in this Sublease Agreement.

9. **ASSIGNMENT AND SUBLEASE.** Sublessee shall not sublease the Premises or assign, mortgage, pledge, sell, nor in any manner transfer, convey or dispose of this Sublease Agreement or any interest therein, without complying with the provisions of Paragraph 18 of the First Sublease Agreement.

Sublessee, subject to the terms of the First Sublease Agreement, may assign the leasehold

estate hereby demised by an assignment, security deed, mortgage or other similar hypothecation instrument to secure a loan upon the following conditions:

- a. No lender, by virtue of assignment, security deed, mortgage or other similar hypothecation instrument shall acquire any greater or more extended rights in the subleased property than the Sublessee has under this Sublease, except as hereinafter provided.
- b. None of the leasehold estate hereby demised shall be conveyed or transferred by a security deed, mortgage or other similar hypothecation instrument unless the requirements of the First Sublease Agreement have been met.
- c. If the Sublessor elects to terminate this Sublease by reason of any default of Sublessee, the lender shall not only have and be subrogated to all rights of Sublessee with respects to curing such default, but shall also have the right to postpone and extend the specified date for the termination of this Sublease as fixed by the Sublessor in its notice of termination for a period not to exceed fifteen (15) days and shall have the right to cure any default and thereupon to prevent any cancellation by the Sublessor by reason of such default, provided that (1) the lender shall cure any default then existing and pay delinquent rent; and (2) lender will make a good faith effort to prevent future defaults on the part of the Sublessee or other persons in possession and obligated hereunder.
- d. Foreclosure by such lending institution shall not terminate this Sublease, and in the event of foreclosure, said lending institution shall, subject to the terms of the First Sublease Agreement, have the right to assign this Sublease to a third party or parties for the remaining term of this Sublease. The assignee of said lending institution shall be bound by all terms and obligations of this Sublease and entitled to all benefits.

10. DEFAULT AND BREACH. Sublessee shall be in default of this Sublease Agreement whenever:

Sublessee fails to perform any duty, agreement or condition required by this Sublease Agreement or, by incorporation herein, the First Sublease Agreement;

Sublessee fails in the due and punctual payment of rent or additional rent;

Sublessee files a voluntary petition under the bankruptcy act or an involuntary petition under such act is filed against Sublessee, and Sublessee after full hearing is adjudged to be bankrupt, insolvent, or unable to pay its debts as they mature;

Sublessee makes an assignment for the benefit of its creditors;

A trustee or receiver after full hearing is appointed or retained to take charge of and manage any substantial part of the assets of Sublessee; or

Any execution of attachment shall issue against Sublessee whereupon any part either of Premises or of Sublessee's interest therein shall be taken or an attempt is made to take the same in contemplation of a judicial sale thereunder; or Sublessee abandons Premises.

Sublessor may terminate this Sublease in the manner provided herein on Sublessee's default or at any time thereafter while Sublessee continues in default.

Any waiver by Sublessor of any breach of this Sublease neither shall be construed as a continuing waiver nor as a waiver of a subsequent breach and in no event shall imply further indulgence.

In the event of any default or breach by Sublessee, Sublessor shall be entitled to all costs incurred as a result of such default or breach, including reasonable attorney fees incurred as a result of Sublessor exercising any of its remedies under law or equity as a result of the default or breach.

11. **TERMINATION.** Termination of this Sublease shall constitute the immediate, unconditional cessation of Sublessee's rights, title and interest in use and occupancy of Premises. Sublessor shall have immediate, unconditional right to recenter Premises upon termination.

This Sublease shall terminate automatically on the Termination Date.

This Sublease shall terminate upon Sublessee's default and breach for nonpayment of rent.

This Sublease shall terminate upon Sublessee's default and breach other than for nonpayment of rent, provided Sublessor serves Sublessee written notice of termination specifying that Sublessee shall have seven (7) days from service thereof to cure said default and breach to Sublessor's satisfaction and stating that absent such cure this Sublease shall terminate automatically on the date specified and a lawsuit shall be commenced to eject Sublessee from Premises.

All notices of termination shall set forth the exact date this Sublease terminates, the reasons for such termination and the Sublease provision authorizing such termination.

12. **SURRENDER OF POSSESSION.** Upon termination Sublessee shall peacefully surrender premises to Sublessor in good condition and repair, ordinary wear and tear excepted. Sublessee shall pay Sublessor all rent and other charges owed pursuant to this Sublease prior to its termination. Sublessor shall retain the right to recover from Sublessee all amounts due and unpaid prior to the termination of this Sublease Agreement and pursue any other remedies necessary to enforce its rights hereunder. Should Sublessor, Authority, and/or the Glynn County Airport Commission allow Sublessee to remain in possession of Premises after termination, such acts shall not constitute a renewal of this Sublease, and Sublessee shall acquire no rights by such holding over except those of a tenant at will.

13. **SERVING OF NOTICE.** All notices and other written documents required or desired to be issued under this Sublease shall be served and delivered for all purposes:

Upon Sublessor, by certified or registered mail, postage prepaid, addressed to R.R. 2, Box 272, Zion Church Road, Ligonier, Pennsylvania 15658, or at such other place as Sublessor may designate in writing to Sublessee.

Upon Sublessee if a copy thereof is delivered in person to Sublessee or any of its executive officers or is mailed by certified or registered mail, postage prepaid, addressed to Sublessee at 309 Skylane Road, St. Simons Island, Georgia, 31522, or such other place as Sublessee may designate in writing to Sublessor.

All notices sent by certified or registered mail shall be deemed delivered as of the day following the date they are mailed.

14. **CONSTRUCTION OF SUBLEASE.** This Sublease Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

15. **SEVERABILITY.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Sublease Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

16. **BINDING NATURE.** This Sublease and all covenants and agreements herein shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, their successors or assigns, their heirs, executors, or administrators, and/or any grantee of the parties.

17. **TOTAL AGREEMENT.** This Sublease contains the entire agreement between the parties regarding the Premises and cannot be changed except by a written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, each of the respective parties hereto has caused these presents to be duly signed, sealed and delivered as of the date of this Sublease Agreement.

AS TO SUBLESSOR:

Pennsylvania
Westmoreland County

Signed, sealed and delivered

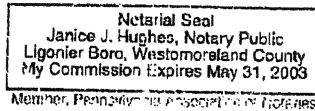
this 22 day of March,
2000, in the presence of:

Janice J. Hughes
Witness

Janice J. Hughes
Notary Public

WILLIAM S. KNOWLES, SR.

William Knowles, Sr.



AS TO SUBLESSEE:

SOUTHERN STAR, INC.

Robert H. Pappas
BY: Robert H. Pappas
ITS: President

ATTEST:

Robert H. Pappas
Robert H. Pappas
Secretary

Signed, sealed and delivered
this 21 day of Mar, 2001,
2000, in the presence of:

Witness

Dorothy Westberry
Notary Public
Exp. 5-5-2004

(CORPORATE SEAL)

APPROVED BY:

BRUNSWICK AND GLYNN COUNTY
DEVELOPMENT AUTHORITY

BY: Jack E. Hartman
ITS: Jack E. Hartman

Chairman

ATTEST:

BY: Johnnie J. Graves

ITS: Secretary-Treasurer

Exhibit B
Amended Capital Investment Schedule

October 12, 2022

J & J Tire

Capital Development Investments over life of extended lease:

2023:

Install new front counter / improve front office area. \$9000

2024:

Refinish shop floor. \$ 3200.

Install shop fan. \$ 4000.

Install two post lifts in three bays. \$24000.

2025:

Shop ceiling insulation. \$5000.

Upgrade security system equipment. \$2500.

2026:

Convert loft area above front
offices into Air Conditioned space
for meetings and additional offices. \$30,000.

2027:

Gut and rework parts room. \$ 5,000.

Upgrade bay doors. \$15000.

2028:

Office carpet upgrade. \$4500.

2029:

Convert loft area above rear
break room into storage and
air Conditioned display area.

\$10000.

2030 - 2032:

Expand metal building off rear
break room to increase finished office,
retail, and storage space.

\$40000.

2033:

Resurface parking lot.

\$20000.

Install additional outdoor lighting.

\$ 8000.

2034 - 2036:

Expand lobby area to encompass
Current outdoor deck area.

\$40000.

2037:

Paint exterior building surface.

\$4000.

Paint interior spaces.

\$6000.

Total \$230,200.00



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: R. Talbert

ITEM TYPE: Agreement / Contract / MOU / Lease

AGENDA SECTION: CONSENT AGENDA - General Business

AGENDA LANGUAGE: Approve a Memorandum of Agreement between Glynn County and The University of Georgia Research Foundation utilizing the Carl Vinson Institute of Government for technical assistance with the development of the Glynn County Strategic Plan. (R. Talbert)

BACKGROUND: BACKGROUND

Glynn County management is requesting approval to contract with the Carl Vinson Institute of Government at the University of Georgia to provide technical assistance with the development and drafting of a 3-to-5-year strategic plan for Glynn County. Attached is a Proposal for Services along with a Memorandum of Agreement to begin working on the Strategic Plan, with funding in the amount of \$27,500 to be provided by the FY23 operating budget.

ALTERNATIVES

1. Consider approval of a Memorandum of Agreement between Glynn County and the University of Georgia Research Foundation utilizing the Carl Vinson Institute of Government for technical assistance with the development of the Glynn County Strategic Plan.

2. Suggest other alternatives

STAFF RECOMMENDATION

Alternative #1

RECOMMENDED MOTION FOR BOARD OF COMMISSIONERS

I move to approve the Memorandum of Agreement between Glynn County and the University of Georgia Research Foundation for technical assistance with the Glynn County Strategic Plan as described in the Proposal for Services.

ATTACHMENTS:

[Memo Glynn County Strategic Plan.pdf](#)

[Glynn County Draft Proposal.pdf](#)

[MOA.pdf](#)



*A Golden Past.
A Shining Future.*

GLYNN COUNTY FINANCE OFFICE

1725 Reynolds Street, Suite 300, Brunswick, GA 31520

Phone: (912) 554-7128 Fax: (912) 554-7596

www.glynncounty.org

To: Glynn County Board of Commissioners

From: Resden Talbert, Procurement Officer

Subject: Memorandum of Agreement with The University of Georgia Research Foundation / Carl Vinson Institute of Government

Date: January 19th, 2023

BACKGROUND

Glynn County management is requesting approval to contract with the Carl Vinson Institute of Government at the University of Georgia to provide technical assistance with the development and drafting of a 3-to-5-year strategic plan for Glynn County. Attached is a Proposal for Services along with a Memorandum of Agreement to begin working on the Strategic Plan, with funding in the amount of \$27,500 to be provided by the FY23 operating budget.

ALTERNATIVES

1. Consider approval of a Memorandum of Agreement between Glynn County and the University of Georgia Research Foundation utilizing the Carl Vinson Institute of Government for technical assistance with the development of the Glynn County Strategic Plan.
2. Suggest other alternatives

STAFF RECOMMENDATION

Alternative #1

RECOMMENDED MOTION FOR BOARD OF COMMISSIONERS

I move to approve the Memorandum of Agreement between Glynn County and the University of Georgia Research Foundation for technical assistance with the Glynn County Strategic Plan as described in the Proposal for Services.



Carl Vinson[®]
Institute of Government
UNIVERSITY OF GEORGIA

Proposal for Services

GLYNN COUNTY STRATEGIC PLAN

BACKGROUND AND PURPOSE:

In this scope of work, the Carl Vinson Institute of Government (Institute of Government) at the University of Georgia is responding to a request from the County Manager of Glynn County, Georgia for technical assistance in the development and drafting of a 3 to 5-year strategic plan. The Manager desires a plan that includes an executive statement, guiding vision, identifies areas for continued development, governing characteristics, as well as internal/external influencing factors; and that it be crafted with public input.

This plan will be oriented around the consensus on priorities identified through the Glynn County Commission. Under this agreement, the Manager will serve as the Institute of Government's primary contact in the development of a strategic plan. The plan will be developed through a process that includes feedback from all Glynn County Departments and the Institute of Government will work with Glynn County to design/implement input and deliberative mechanisms to support and develop a documented strategic plan to guide local government processes.

SCOPE OF WORK:

Developing the Strategic Plan will take six months to ensure appropriate employee input, meeting facilitation, and plan design and drafting.

The planning process will be a multi-phase undertaking that will include the following steps:

1. Discussions with Glynn County Commissioners

In order to begin the data collection process, the Institute of Government will interview each member of the Glynn County Commission. These discussions will center around overall perspectives on the visioning processes and the information required to increase process efficacy. These discussions will inform the background and context for subsequent conversations.

2. Discussion with Department Managers/Employees

Guided by the background discussions with Glynn County Commissioners, the Institute of Government will solicit input from departmental managers/employees. These discussions will center around characteristics, challenges, and opportunities faced by their departments as well as goals and strategies for organizational improvement. Depending upon logistical issues, these conversations may take place through a series of individual interviews, select focus groups of employees arranged with assistance of department supervisors, through an electronically submitted questionnaire, or a combination of these methods (given the unpredictable nature of the COVID-19 pandemic).

3. Public Input Sessions

In order to support the intent to capture and incorporate public input, the Institute of Government will provide technical assistance and guidance in facilitating the formation and implementation of these processes in conjunction with Glynn County.

4. Facilitated Goals and Visioning Session

Once the data described in steps 1-3 has been collected, informative and deliberative sessions will be facilitated by the Institute of Government to facilitate consensus development. The objective of these sessions will be to frame the goals and objectives for the strategic plan. Depending upon progress made at the session, an implementation matrix, including an estimate of time and resources needed, as well as an identification of those persons or departments responsible will be developed.

5. Plan Drafting

Based on the preceding steps, acquired information will be compiled and analyzed. A draft plan will be crafted by the Institute of Government and presented to the Manager. The Manager and Institute of Government will share the plan to acquire feedback. Dependent upon feedback, a final meeting can be held to offer potential edits or changes to the draft plan.

6. Plan Finalization

As the final deliverable, the Institute of Government will deliver to the Manager a final strategic planning document suitable for dissemination. This plan will include:

- a. Assessment of Current Conditions;
- b. SWOT Analysis;
- c. Review of the Planning Process;
- d. Mission, Vision, Values, Goals, Strategies/Action Items, and Initiatives that includes a set of performance metrics that can be used to track progress on strategic priorities as well as data Tables: quantitative and qualitative

PROJECT TIMELINE and FEE:

An electronic copy of the final plan will be provided to the Manager within six months of project commencement which is anticipated to be June, 2023. Please note that the timeline is dependent upon the cooperation of the county employees; however, we will make every effort to complete the services outlined in the Scope of Work within the timeline described above. We will perform the services outlined above under the Scope of Work for a **fixed fee** of \$27,500.

Capabilities of the Vinson Institute

The mission of the Institute of Government is to improve governance and the lives of people in Georgia. In carrying out this mission, the Institute can call on the wide-ranging knowledge base of the University of Georgia as well as on 90 years of direct service experience in providing technical assistance, training, research, and policy analysis to local and state governments in Georgia. The Institute of Government is among the most highly-rated university-based organizations designed specifically to span the gap between best practices research and the existing practice of government.

Proposed Researcher:

Malik R. Watkins, Ph.D. Malik is a Public Service Associate with the Carl Vinson Institute of Government, Strategic Operations and Planning Assistance. Malik has over 20 years of experience in practicing and providing operational assessments and applied research services within multiple arenas. Malik regularly provides assistance and applied research to state and local governments in the areas of program development/evaluation, organizational/operational reviews, and strategic planning. Formerly, he served as the Director of a Survey Research Center. Malik maintains a Black Belt level certification in Lean Six Sigma Methodologies certified, earned a Ph.D. in City and Regional Planning from The Ohio State University, and an M.B.A. in Operations Management from the University of Notre Dame. His assessment approach is based upon applied training and experience in strategies of systematic inquiry and operations management.

For Additional Information:

Malik R. Watkins, Ph.D.

Public Service Associate

706.201.2296

malik@uga.edu

* * *

MEMORANDUM OF AGREEMENT

This agreement is made and entered into as of the date of execution, by and between the Glynn County, Georgia, party of the first part, hereinafter called the COOPERATOR, and The University of Georgia Research Foundation, Inc., hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that UGARF has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from UGARF, UGA via the Carl Vinson Institute of Government will perform all obligations of UGARF under this agreement.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with the FOUNDATION and inasmuch as the FOUNDATION is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The FOUNDATION will:

- a. Carry on the cooperative service in the Carl Vinson Institute of Government substantially as set forth in the attached outline marked "Exhibit A" and made a part of this agreement.
- b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until

the expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the FOUNDATION involving transactions related to this agreement.

c. Expend monies received under Section II, below, for the object of the service in a manner to be determined by said FOUNDATION. The FOUNDATION is authorized to transfer funds between various budget categories without specific and separate approval by the COOPERATOR. This is a **fixed fee** contract.

Section II

COOPERATOR will pay the FOUNDATION a **fixed fee** of \$27,500. **No federal dollars are involved in this Memorandum of Agreement.** Upon receipt of the invoices, the COOPERATOR will pay \$13,750, with this amount being due on April 17th, 2023, and \$13,750 with this amount being due on June 30th, 2023. The invoices should be directed to Mr. Resden Talbert, Procurement Officer, Glynn County, 1725 Reynolds Street, Brunswick, GA 31520; email: rtalbert@glynncounty-ga.gov; telephone 912-554-7135.

Section III

The term of this agreement shall be from January 16th, 2023 through June 30th, 2023. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the COOPERATOR will pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this contract. The FOUNDATION will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the

status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the governing boards of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the first party and by the officials authorized to execute the original agreement on behalf of the second party.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other. Publication by either party shall give proper credit to the other party.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

**FOR THE UNIVERSITY OF
GEORGIA RESEARCH
FOUNDATION, INC.:**

**FOR THE GLYNN COUNTY
GEORGIA:**

Jennifer Jones, Senior Grants Officer

Wayne Neal, Board of Commissioners

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK
GLYNN COUNTY STRATEGIC PLAN

BACKGROUND AND PURPOSE:

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For Additional Information:

Malik R. Watkins, Ph.D.

Public Service Associate

706.201.2296

malik@uga.edu

* * *



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: D. Austin

ITEM TYPE: Grant

AGENDA SECTION: CONSENT AGENDA - General Business

AGENDA LANGUAGE: Approve the Glynn County 2023 LMIG suggested list of roads and bridges as the Georgia Department of Transportation 2023 LMIG project. Authorize the Glynn County Commission chairperson to sign the 2023 LMIG agreement on behalf of Glynn County and authorize staff to solicit project bids once the application has been approved by GDOT. (D. Austin)

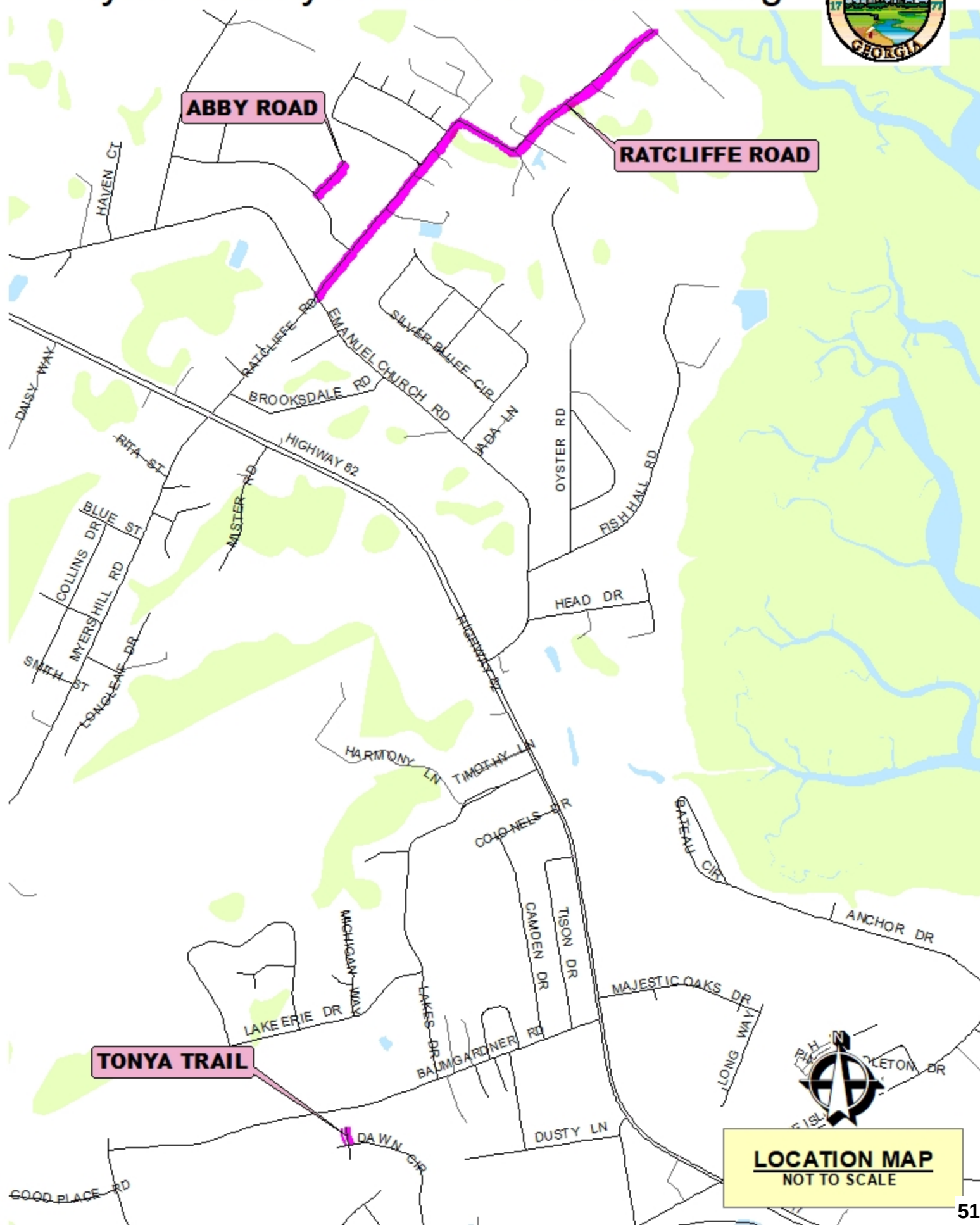
BACKGROUND: Historically, the Georgia Department of Transportation (GDOT) annually asks for an approved list of roads or other projects to be considered for funding under the Local Maintenance and Improvements Grants (LMIG) program. This year's appropriation to Glynn County is **\$1,007,470.91** with a required 30% match in the amount of **\$302,241.27** for a total required budget of **\$1,309,712.18**. Public Works staff has generated a list of roads, with maps, requiring resurfacing for submittal to GDOT for the 2023 LMIG Program (attached). The application must be signed by the Glynn County Commission Chairperson.

ATTACHMENTS:

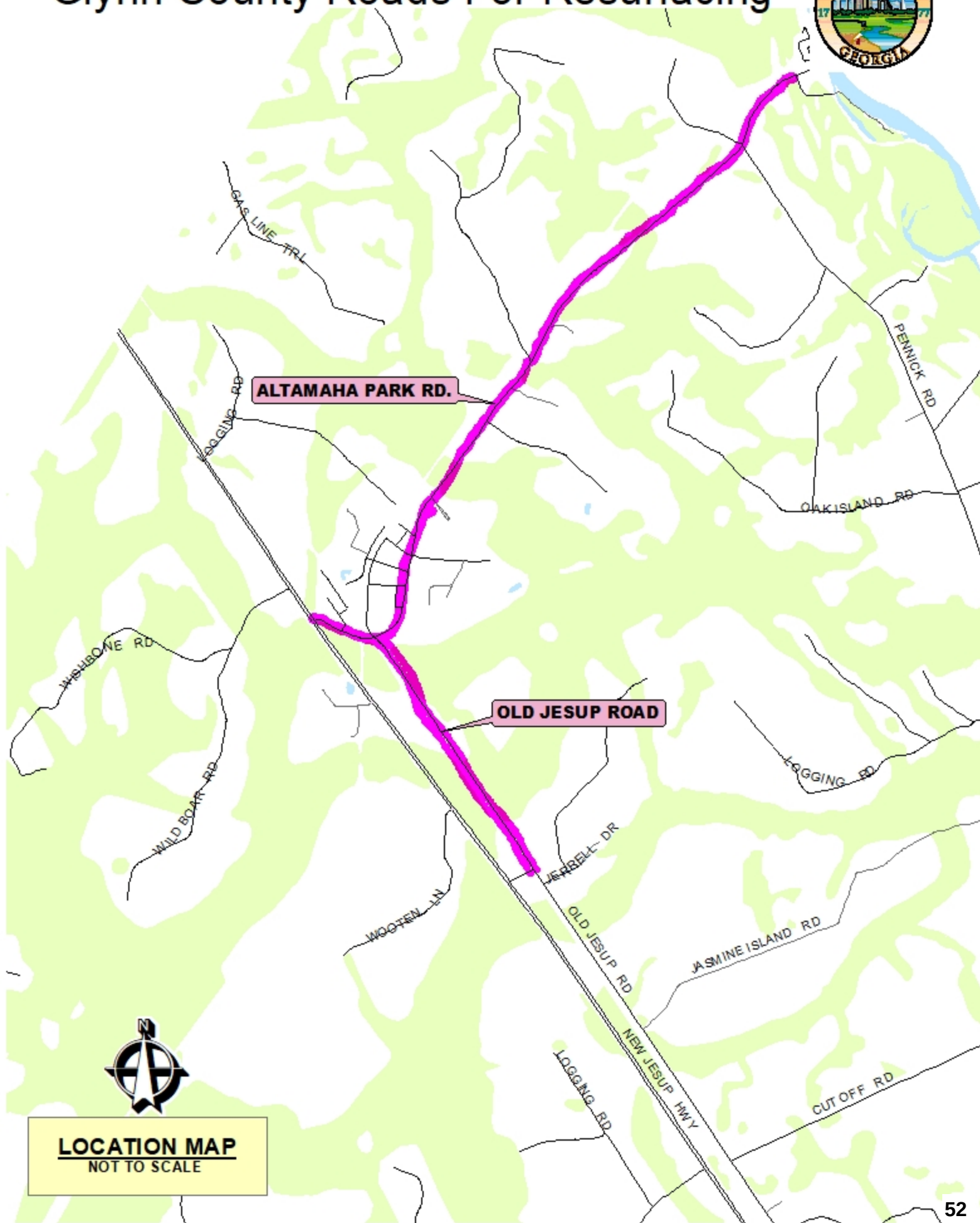
[2023 LMIG Maps.pdf](#)

[MEMO_-_2023_Proposed_LMIG_Roads_for_Resurfacing.pdf](#)

Glynn County Roads For Resurfacing



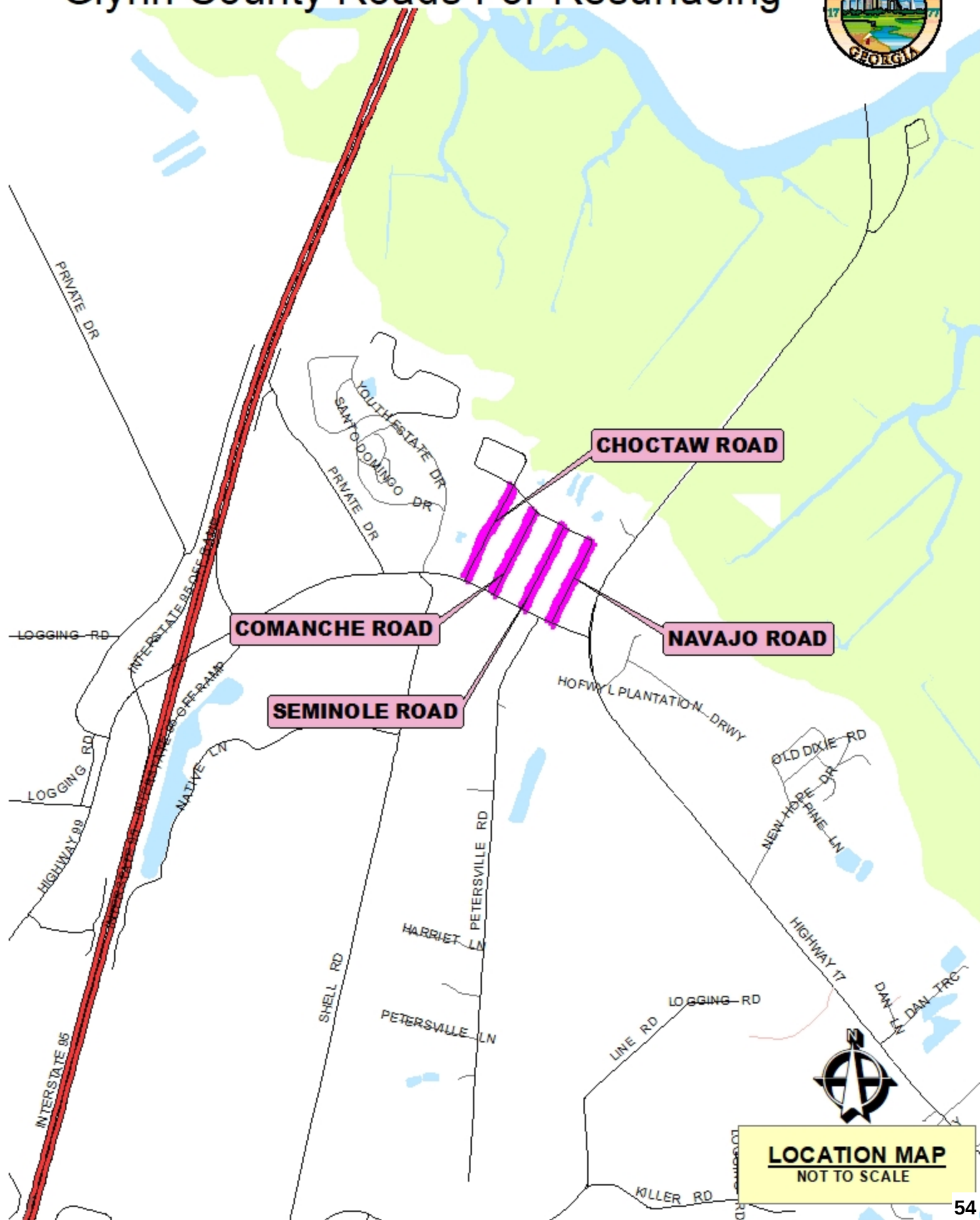
Glynn County Roads For Resurfacing



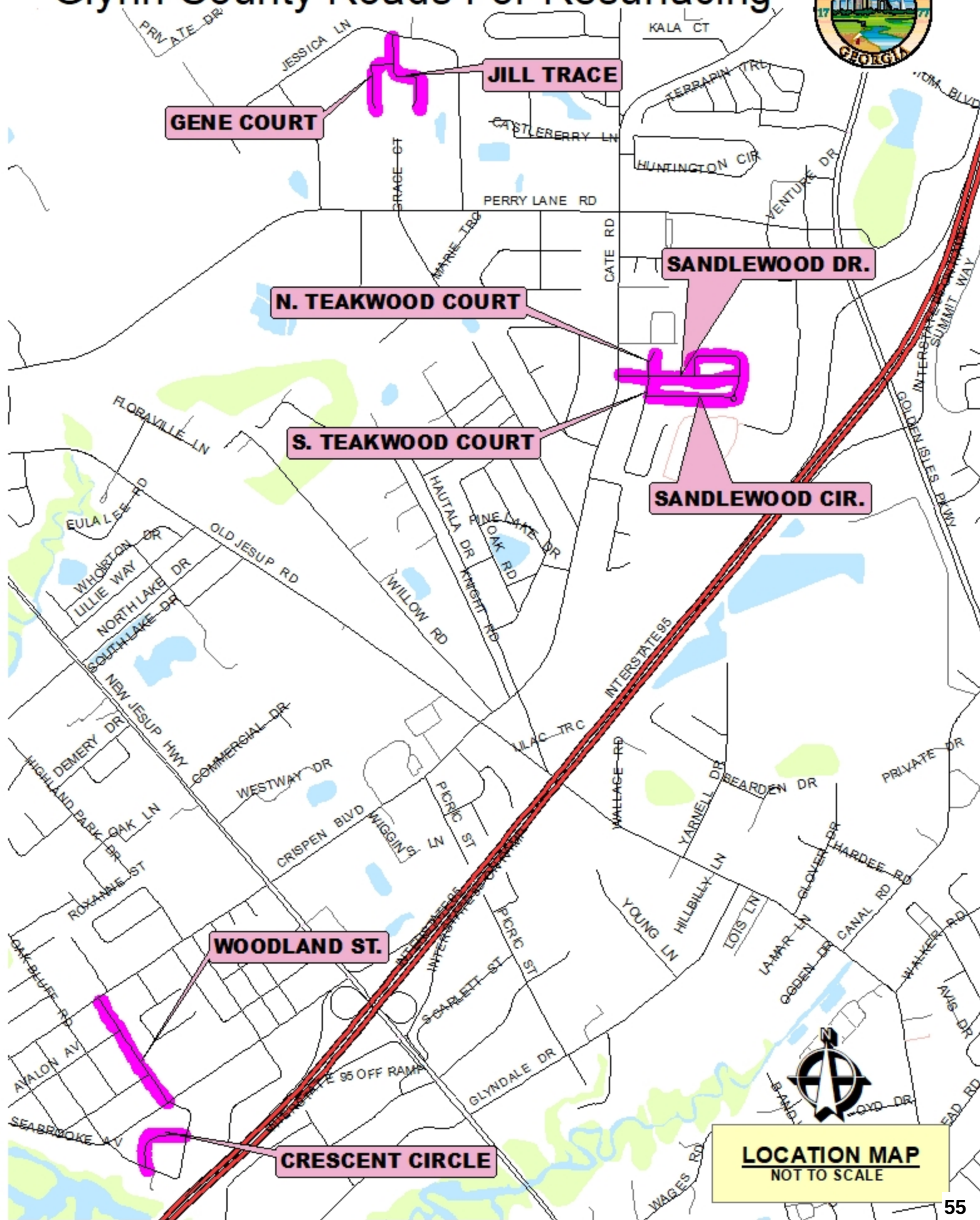
Glynn County Roads For Resurfacing



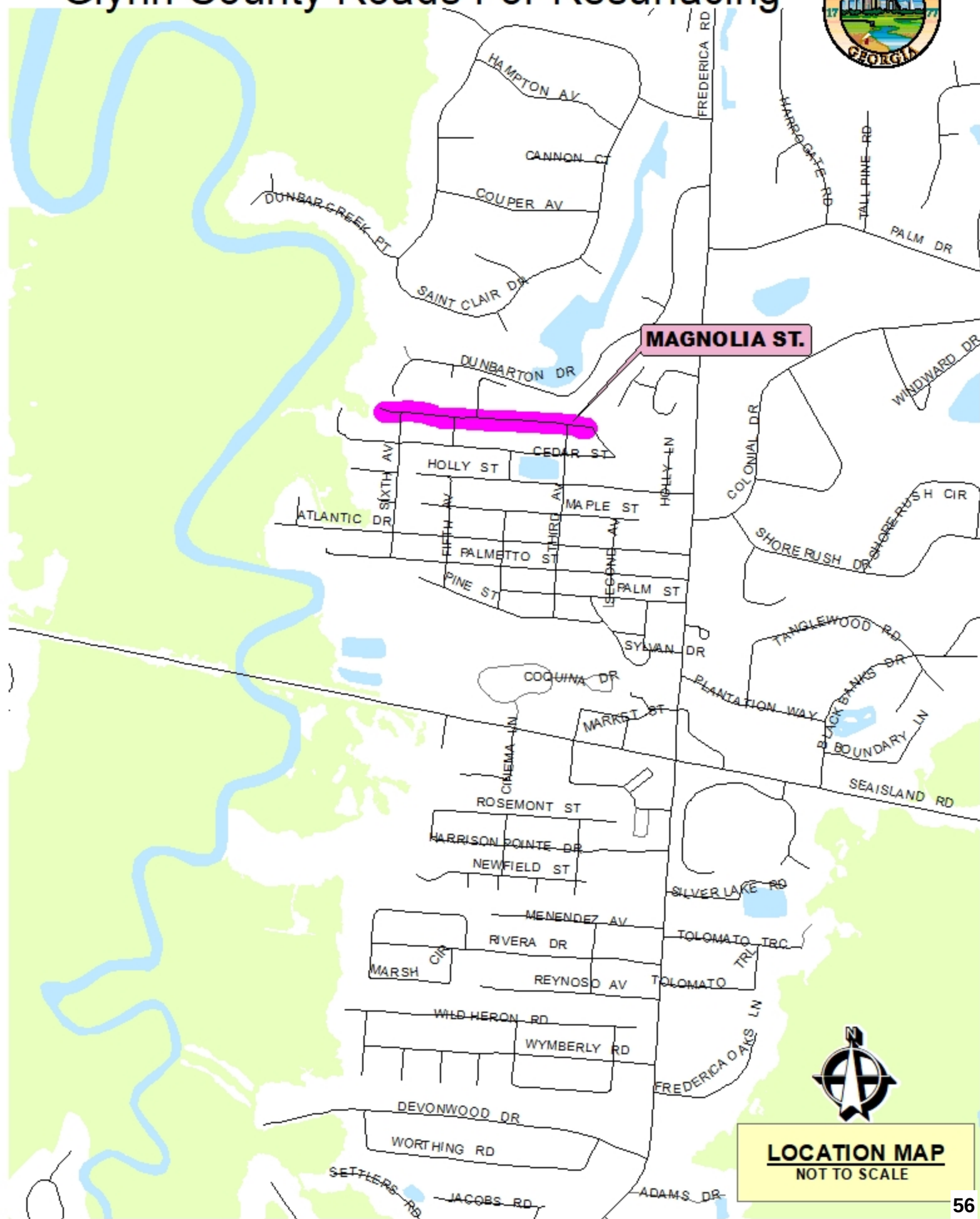
Glynn County Roads For Resurfacing



Glynn County Roads For Resurfacing



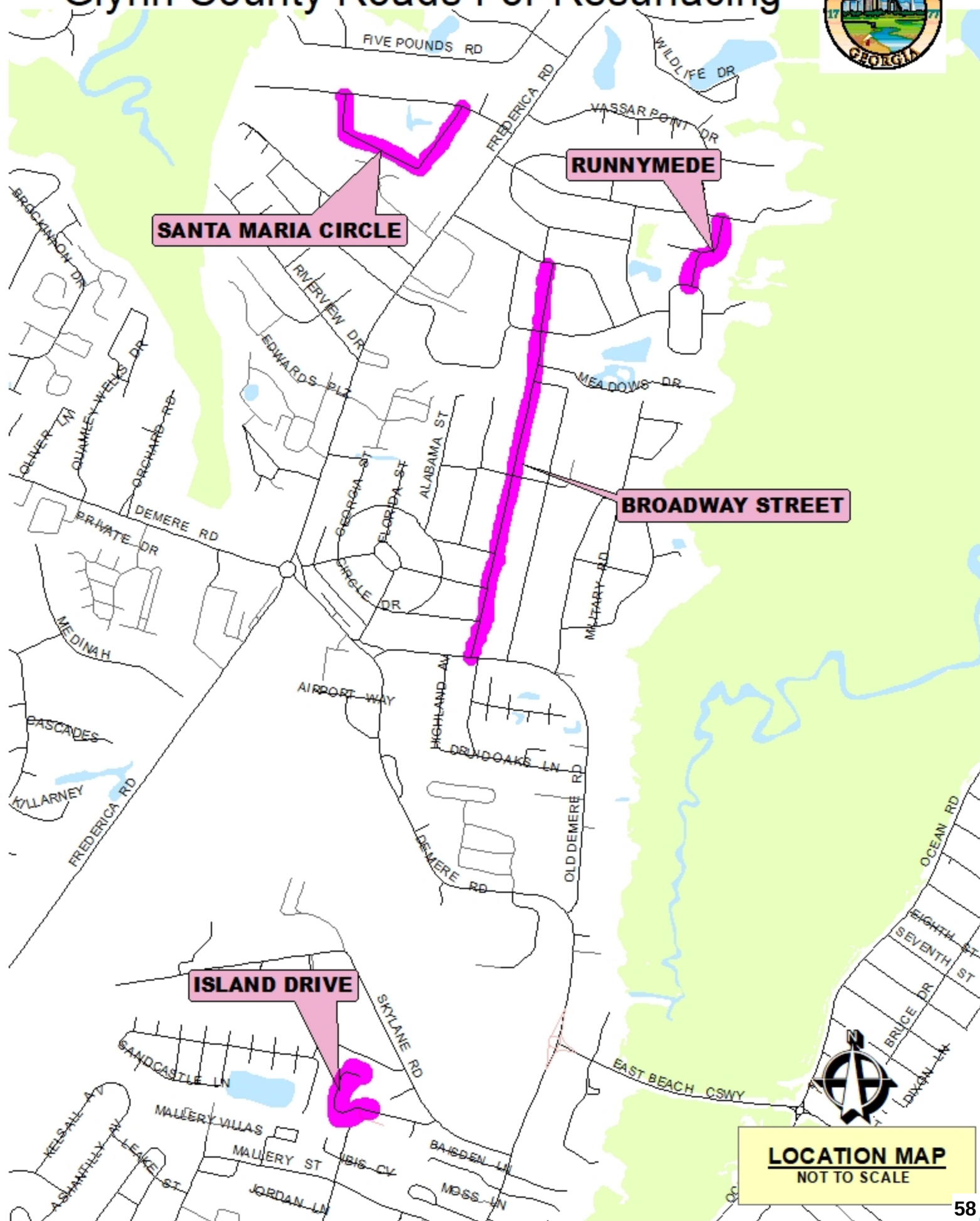
Glynn County Roads For Resurfacing



Glynn County Roads For Resurfacing



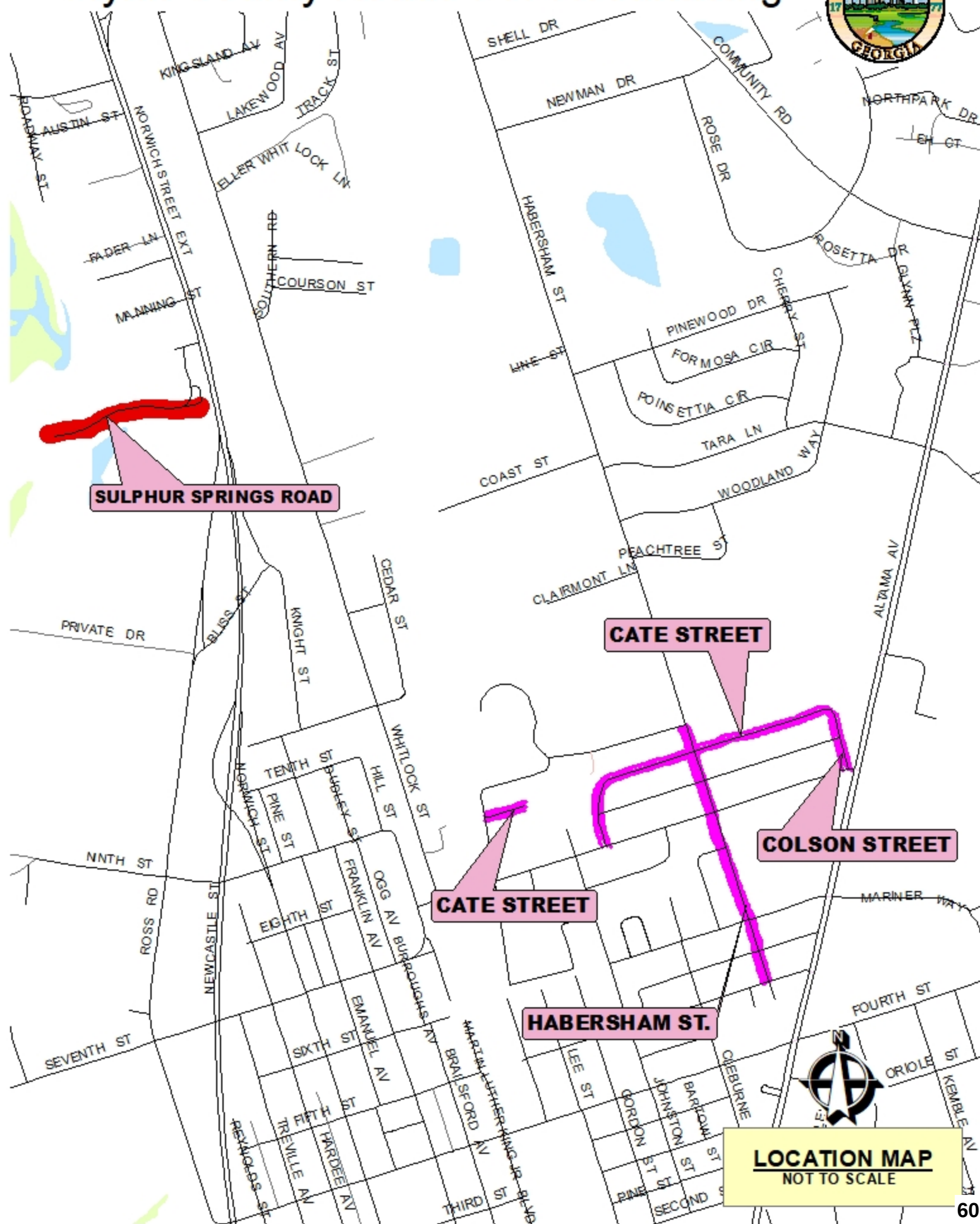
Glynn County Roads For Resurfacing



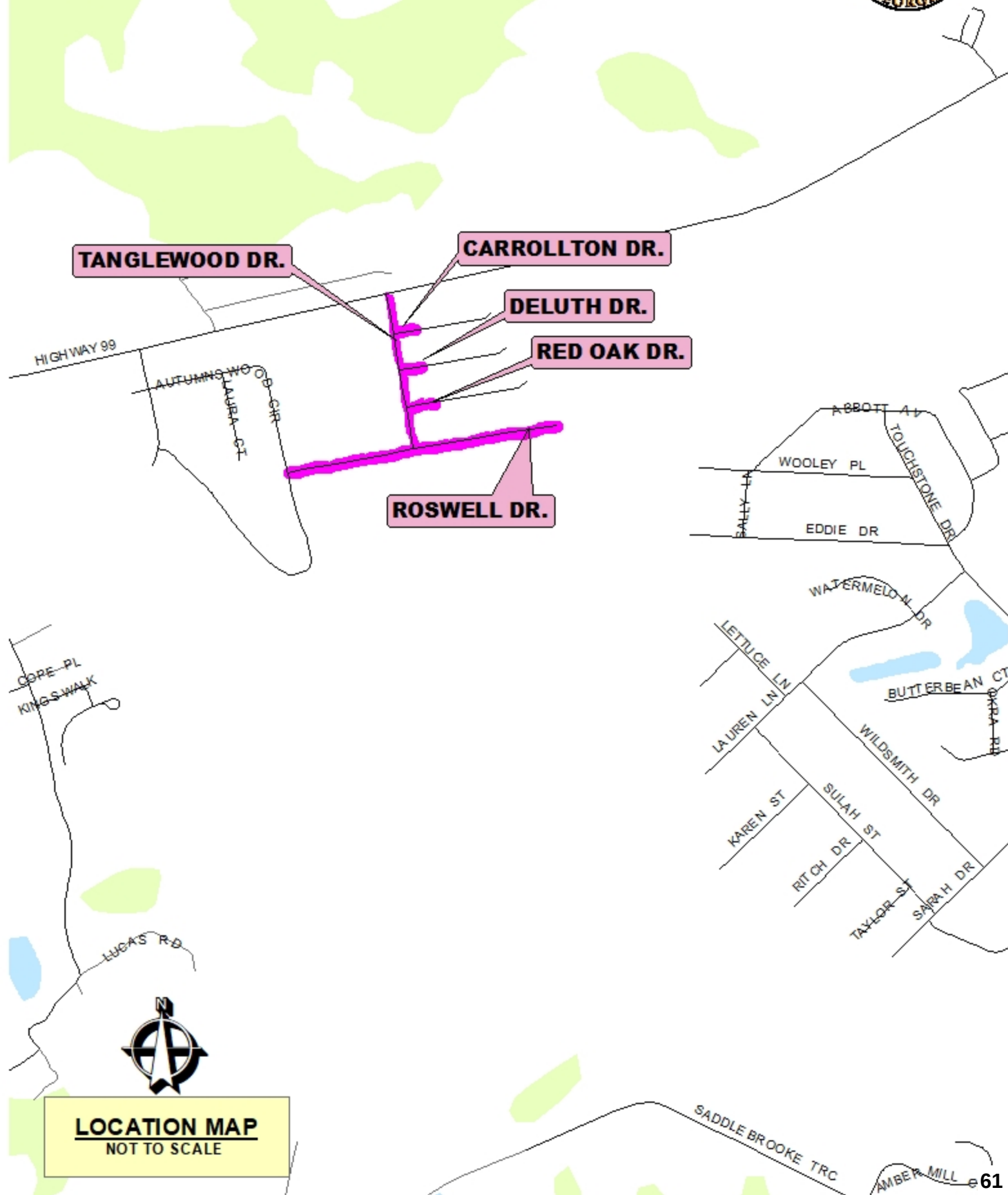
Glynn County Roads For Resurfacing



Glynn County Roads For Resurfacing



Glynn County Roads For Resurfacing



LOCATION MAP
NOT TO SCALE



PUBLIC WORKS
& ENGINEERING

GLYNN COUNTY PUBLIC WORKS DEPARTMENT

4145 Norwich Street – Brunswick, Georgia 31520
Phone: (912) 554-7746 / Fax: (912) 267-5774
www.glynncounty.org

MEMORANDUM

TO: Dave Austin, Public Works Director

FROM: Jason Hartman, Engineering Division Manager

DATE: January 12, 2023

SUBJECT: Proposed 2023 LMIG Roads for Resurfacing

Staff has prepared the proposed list for the 2023 LMIG and is currently working on preparing the Georgia Department of Transportation LMIG Application Package for the selected roads. Prior to submitting the package, the Board of Commissioners must approve the listed of suggested roads. Listed below are the roads for this year's consideration.

2023 LMIG Proposed Roads for Resurfacing

Road	Begin	End	Length (Feet)
Altamaha Park Road	Hwy 341	End	18510
Abby Road	Avondale Road	Cul-de-sac	725
Blythe Island Drive	Hwy 303	Cut-Off Road	820
Broadway Street	Old Demere Road	Postell Drive	3490
Carrolton Drive	Tanglewood Drive	End	130
Cate Street	Wylly Avenue	End	370
Cate Street	Colson St	Townsend St	2350
Choctaw Road	Hwy 99	Apache Road	1581
Colson Street	Townsend	Cate St	500
Comanche Road	Hwy 99	Apache Road	1395
Crescent Circle	Canal Street	Tarpon Street	820
Deluth Drive	Tanglewood Drive	End	125
Habersham Street	Fifth Street	School Bus Entrance	2110
Gene Court	Jill Trace	Cul-de-sac	1180
Island Drive	Joint at Mail Boxes	Cul-de-sac	860
Jill Trace	Jessica Lane	Cul-de-sac	1430

Magnolia Street	Joint @ 208 Magnolia	Cul-de-sac	1800
Killgriffe	Runnymede	Cul-de-sac	400
Midway Circle	Park Street	I-95 ROW	1225
Midway Circle	Park Street	Beachside Drive	1375
Navajo Road	Hwy 99	Apache Road	1451
North Teakwood Court	Sandalwood Drive	Cul-de-sac	425
Old Jesup Road	Altamaha Park Road	Burnt Island Road	6475
Pennick Road	180 Pennick	718 Pennick	6450
Ratcliffe Road	R /R Tracks	Cul-de-sac	4270
Red Oak Drive	Tanglewood Drive	End	120
Rosewell Drive	Autumns Wood Circle	Cul-de-sac	2050
Runnymede	Wesley Oak Circle	McIntosh Avenue	725
Sandalwood Drive	Cate Road	Sandalwood Circle	1648
Sandalwood Circle	Sandalwood Drive	S Teakwood Court	2390
Santa Maria Circle	Youngwood Drive	Youngwood Drive	1700
Seminole Road	Hwy 99	Apache Road	1379
South Teakwood Court	Sandalwood Drive	Sandalwood Circle	2380
Sterling Park	Depratter Lane	HC Parking Pad	380
Sulpher Springs Road	Gate	Fuel Island	815
Tanglewood Drive	Hwy 99	Rosewell Drive	1050
Tonya Trail	Dawn Circle	End	220
Woodland Street	Crispen Boulevard	Butler Drive	1555

Thank you,

Jason Hartman
Engineering Division Manager



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 19, 2023
SPONSOR:	P. Andrews
ITEM TYPE:	Abandonments
AGENDA SECTION:	PUBLIC HEARING - ABANDONMENT
AGENDA LANGUAGE:	AB5006: Consider the abandonment of a portion of the unopened Palm Street right of way in Block 19, Glynn Haven S/D, Glynn County, Georgia. (AB 5006 – behind 410 Pine Street) (P. Andrews)
BACKGROUND:	<u>Background:</u> As required by the Ordinance, staff has reviewed the application for abandonment of unopen Palm Street right-of-way in Block 19, Glynn Haven s/d, as shown on the attached Location Map. • SOURCE OF TITLE: Dedication on the Subdivision Map for Glynn Haven Estates (Deed Book 4-B, Page 320). • PRESENT USE OF RIGHT-OF-WAY: This section of right-of-way is currently not open for public access. • PAST HISTORY: This section of the right-of-way has been used as it is currently for many years. There is no evidence of this section of right-of-way having been improved to accommodate vehicular traffic. • POTENTIAL USE IN THE FUTURE: This portion of the alley could be used for access to adjacent property, to access and contain utilities, or for additional parking. • BENEFIT TO PUBLIC IN CONTINUING USAGE: The public will continue to benefit from the ability to use this alley for access and contain utilities. • BENEFIT TO PUBLIC IN ABANDONMENT: Abandonment would return the property to the tax digest and transfer

maintenance responsibility to the property owner.

Staff concurs with the request for abandonment of the portion of unopened Pine Street right-of-way in the Glynn Haven subdivision as shown on the attached Location Map. Staff recommends that a drainage easement be retained over the whole area of abandonment. Please be aware that the family of Doris Rowe, owner of the property across Palm Street, has contacted my office and indicated they are opposed to this abandonment request.

If the Board takes action to abandon this section of right-of-way it will result in the following:

- Palm Street will become a Dead-End Street in this block with no ability to install cul-de-sacs if it were opened.
- Access to the 2 lots across Palm Street from the abandonment will be via the remaining Palm Street (approximately 20-ft wide right of way width).

Possible Action:

I move to approve the abandonment of one-half of unopened Palm Street Right-of-way adjacent to Lots 2 and 3 in Block 19, Glynn Haven subdivision (generally depicted on the attached Location Map) with a drainage easement being retained by County over the whole area of abandonment.

ATTACHMENTS:

[Abandonment Rec Package-AB5006-Palm St-Glynn Haven-11jan2023.pdf](#)



*A Golden Past.
A Shining Future.*

GLYNN COUNTY COMMUNITY DEVELOPMENT

Engineering Division

1725 Reynolds Street, Suite 200 – Brunswick, Georgia 31520

Phone: (912) 554-7492

MEMORANDUM

TO: Bill Fallon, County Manager
FROM: Paul Andrews, County Engineer
DATE: January 11, 2023
SUBJECT: Application for Abandonment
A portion of the unopened Palm Street right of way
Block 19, Glynn Haven S/D, Glynn County, Georgia.
(AB 5006 – behind 410 Pine Street)

As required by the Ordinance, staff has reviewed the application for abandonment of unopen Palm Street right-of-way in Block 19, Glynn Haven s/d, as shown on the attached Location Map.

- a. SOURCE OF TITLE: Dedication on the Subdivision Map for Glynn Haven Estates (Deed Book 4-B, Page 320).
- b. PRESENT USE OF RIGHT-OF-WAY: This section of right-of-way is currently not open for public access.
- c. PAST HISTORY: This section of the right-of-way has been used as it is currently for many years. There is no evidence of this section of right-of-way having been improved to accommodate vehicular traffic.
- d. POTENTIAL USE IN THE FUTURE: This portion of the alley could be used for access to adjacent property, to access and contain utilities, or for additional parking.
- e. BENEFIT TO PUBLIC IN CONTINUING USAGE: The public will continue to benefit from the ability to use this alley for access and contain utilities.
- f. BENEFIT TO PUBLIC IN ABANDONMENT: Abandonment would return the property to the tax digest and transfer maintenance responsibility to the property owner.

Staff concurs with the request for abandonment of the portion of unopened Pine Street right-of-way in the Glynn Haven subdivision as shown on the attached Location Map. Staff recommends that a drainage easement be retained over the whole area of abandonment. Please be aware that the family of Doris Rowe, owner of the property across Palm Street, has contacted my office and indicated they are opposed to this abandonment request.

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RECOMMENDED MOTION

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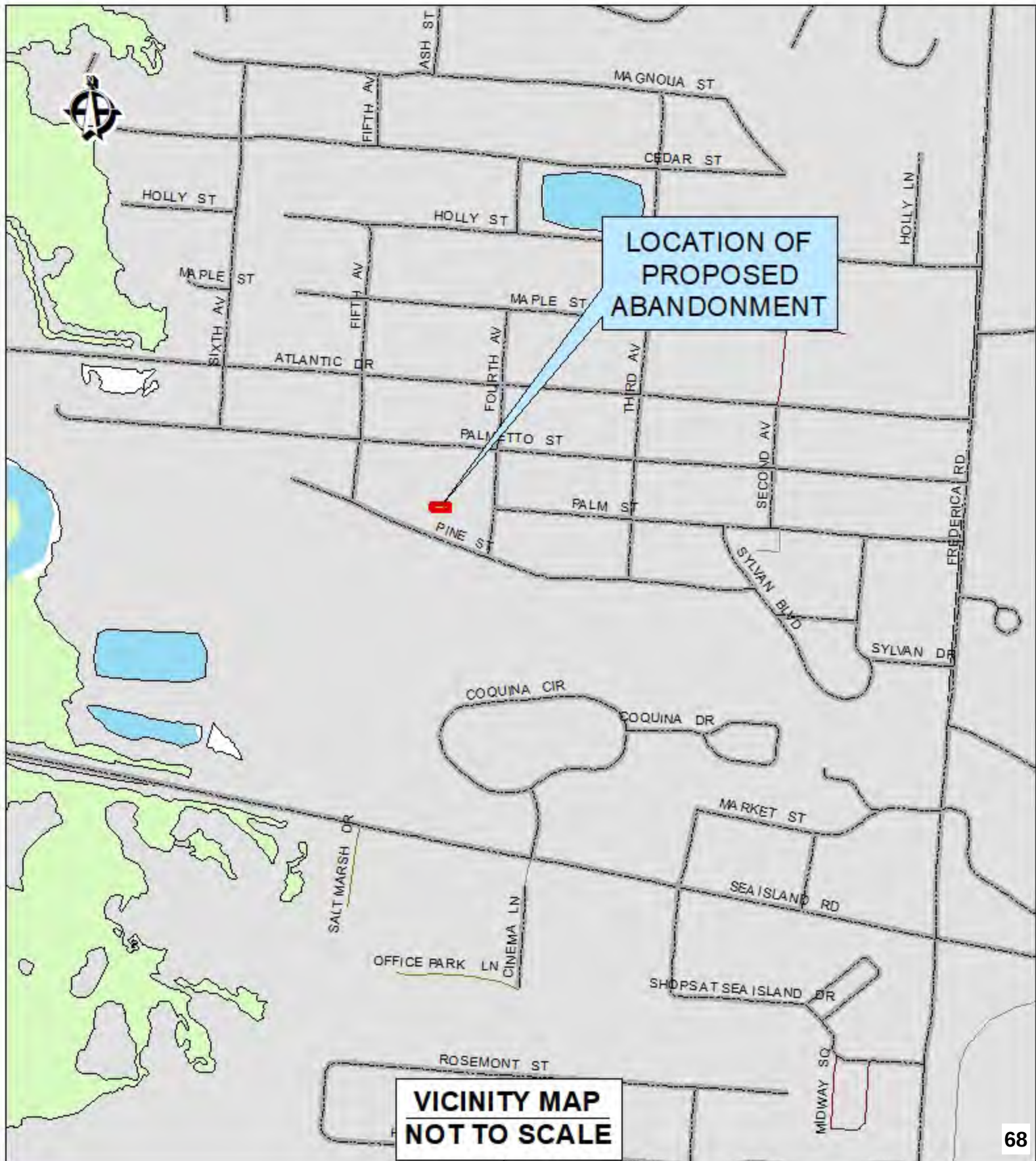
Attachments:

Vicinity and Location Map

List of property owners within 200-ft of the abandonment request

Application

**PROPOSED ABANDONMENT OF OF A PORTION OF
UNOPENED PALM STREET RIGHT-OF-WAY, GLYNN HAVEN S/D.,
(AB 5006 – TO THE REAR OF 410 PINE ST.)**



**PROPOSED ABANDONMENT OF OF A PORTION OF
UNOPENED PALM STREET RIGHT-OF-WAY, GLYNN HAVEN S/D.,
(AB 5006 – TO THE REAR OF 410 PINE ST.)**



**LOCATION MAP
NOT TO SCALE**

The property owners and mailing addresses of lots within 200 feet of the proposed abandonment of portions of the unopened Palm Street right-of-way in Blocks 19 of the Glynn Haven S/D (AB5006 – Behind 410 Pine St.)

Page 1

ADALBERTO & MARISOL MUNET
11 STONEBRIDGE CRSG
NEWNAN, GA 30265

IRIS HOWARD
323 PINE ST
ST SIMONS ISLAND, GA 31522

GARRETT BROTHERS, LLC
336 STONEGATE DR
DOTHAN, AL 36301

J PERRY BLACKWELDER & ANNE CRANZ
215 HAMPTON AVE
ST SIMONS ISLAND, GA 31522

BLEND A & DAVID MERICLE
102 MEWS CIR
ST SIMONS ISLAND, GA 31522

JOHN & PATRICIA FABIAN
3156 HIDDEN PASS
GAINESVILLE, GA 30506

CATHERINE MANDERLY & ROSE MARY
MCCARREN
425 PINE ST
ST SIMONS ISLAND, GA 31522

JOHN & TRACI HELFRICH JR
401 PINE ST
ST SIMONS ISLAND, GA 31522

CLAUDIA & MARCUS MULLIS
417 PALMETTO ST
ST SIMONS ISLAND, GA 31522

KAUFMANN FAMILY LIMITED PARTNERSHIP LLLP
352 S BROADWAY
LEXINGTON, KY 40508

DARA BURGESS PROPERTIES LLC
1220 MOODY LN SW
DARIEN, GA 31305

LEVI GROGAN & SHELBY OSIECKI
423 PINE ST
ST SIMONS ISLAND, GA 31522

DONNA CORBITT
410 PINE ST
ST SIMONS ISLAND, GA 31522

MARY KING FLOWERS
PO BOX 111
ODUM, GA 31555

DORIS REED ROWE
100 FIFTH AVE
ST SIMONS ISLAND, GA 31522-1525

MISTY RENARD
401 PALMETTO ST
ST SIMONS ISLAND, GA 31522

FRANK & SHERYL TAYLOR AS TRUSTEES
136 SETTLERS HAMMOCK CIR
ST SIMONS ISLAND, GA 31522

NINA & PAUL CARR
419 PALMETTO ST
ST SIMONS ISLAND, GA 31522

HOBBY 2 LLC
415 PALM DR
ST SIMONS ISLAND, GA 31522

RICHARD & STEPHANIE SCHLEICHER
409 PINE ST
ST SIMONS ISLAND, GA 31522

The property owners and mailing addresses of lots within 200 feet of the proposed abandonment of portions of the unopened Palm Street right-of-way in Blocks 19 of the Glynn Haven S/D (AB5006 – Behind 410 Pine St.)

Page 2

ROYAL BUICK CADILLAC INC
301 WILD HERON RD
ST SIMONS ISLAND, GA 31522-1764

STEVE CROFT
100 5TH AVE
ST SIMONS ISLAND, GA 31522

TERESA SIRMANS
415 PINE ST
ST SIMONS ISLAND, GA 31522

VIRGINIA BAUER
419 PINE ST
ST SIMONS ISLAND, GA 31522

WILLIAM TREVATHAN
324 PINE ST
ST SIMONS ISLAND, GA 31522

IAN MCEWEN
2379 OLD BARRIE RD E
ORO-MEDONTE, ONTARIO L0L, ITO

JOHN W & MICHELE ANDEREGG
423 PALMETTO ST
ST SIMONS ISLAND, GA 31522

GLYNN COUNTY
APPLICATION FOR ABANDONMENT

APPLICANT NAME: Donna J. Corbitt
MAILING ADDRESS: 410 Pine Street
St. Simons Island, GA 31522
DAYTIME PHONE: [REDACTED] FAX [REDACTED]
EMAIL: [REDACTED]

I HEREBY MAKE APPLICATION UNDER THE ORDINANCE ADOPTED MAY 3, 1984, REVISED JULY 6, 2000, ENTITLED, AN ORDINANCE ESTABLISHING A PROCEDURE FOR PROCESSING REQUESTS FOR ABANDONMENT OR CLOSING OF COUNTY ROADS, RIGHTS-OF-WAY OR EASEMENTS.

DESCRIBE IN DETAIL THE NATURE OF REQUEST AND LOCATION OF PROPERTY:
(future use, square feet to be abandoned, subdivision and street name)

Property adjoining the backyard of 410 Pine St. (Glynn Haven)

WHAT IS THE SOURCE OF TITLE FOR THE RIGHT-OF-WAY?

currently property is titled to Glynn County

WHAT IS THE PRESENT USE OF THE RIGHT-OF-WAY? (general public, limited use by a small group, location of public utilities, unopened)

unopened

ARE OTHER MEANS AVAILABLE TO MEET THE PUBLIC'S NEEDS, IF ANY, THAT THIS RIGHT-OF-WAY IS CURRENTLY MEETING? (public access, access to adjoining property, neighborhood, emergency vehicles, garbage pick-up, etc.)

Property is not currently in use

WHAT IS THE BENEFIT TO PUBLIC IN ABANDONING THE RIGHT-OF-WAY? County no longer responsible for upkeep and liability

[REDACTED]
APPLICANT SIGNATURE

[REDACTED]
(AGENT) OR (ATTORNEY) FOR APPLICANT

[REDACTED]
DATE

[REDACTED]
(AGENT) OR (ATTORNEY) ADDRESS

[REDACTED]
(AGENT) OR (ATTORNEY) TELEPHONE



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: S. Leif

ITEM TYPE: Rezoning

AGENDA SECTION: PUBLIC HEARING - LAND USE

AGENDA LANGUAGE: ZM5319 – 7156 Highway 99 Planned Development District
Amendment: Consideration of an amendment to the Golden Isles Gateway Exit 42 Parcel Planned Development District, Case Number ZM2824, to expand permitted uses at 7156 Highway 99, Parcel 03-12108. Jake Hightower, Roberts Civil Engineering, agent for Mark McDonald, Brunswick Highway 99, LLC, owner. (S. Leif) (7-0)

BACKGROUND: The applicant is requesting to the amend Golden Isles Gateway Exit 42 Parcel Planned Development District, Case Number ZM2824, to expand permitted uses at 7156 Highway 99, Parcel 03-12108. The PD Text currently allows General Commercial (GC), Highway Commercial (HC) and Freeway Commercial (FC) permitted uses and various residential uses within Parcel P1 (northern portion) of the PD. Parcel P3 (southern portion of the PD) is reserved for singlefamily attached and detached housing. The applicant is requesting to eliminate the distinction between Parcel P1 and Parcel P3 within the PD Text on Parcel 03-12108. In addition, the applicant is requesting that recreational vehicle (RV) parks be added as a permitted use in the PD. The maximum density would be 15 units per acre.

Pursuant to Section 1107 of the Glynn County Zoning Ordinance, the Board of Commissioners shall take one of the following formal actions:

- i. Approve the proposed zoning decision;
- ii. Approve the proposed zoning decision with modifications or conditions;
- iii. Continue the hearing to a later date;
- iv. Remand the application back to the Planning Commission; or,
- v. Deny the proposed zoning decision.

ATTACHMENTS:

[ZM5319 Revised PD Text Packet and updated support.pdf](#)



COMMUNITY DEVELOPMENT DEPARTMENT
Planning and Zoning Division
1725 Reynolds Street, Suite 200, Brunswick, GA 31520
Phone: 912-554-7428/Fax: 1-888-252-3726

BOARD OF COMMISSIONERS STAFF REPORT

MEETING DATE: January 19, 2023

<i>Application Type</i>	Planned Development District Amendment
<i>Case Number</i>	ZM5319
<i>Applicant</i>	Jake Hightower, Roberts Civil Engineering, agent for Mark McDonald, Brunswick Highway 99, LLC, owner
<i>Name of Project</i>	7156 Highway 99 Planned Development District Amendment
<i>Property Address</i>	7156 Highway 99
<i>Parcel ID</i>	03-12108
<i>Area of Property</i>	267 acres
<i>Existing Zoning</i>	Planned Development (PD), ZM2824
<i>Existing Land Use</i>	Vacant
<i>Proposed Zoning</i>	Planned Development (PD), ZM2824 Revision
<i>Proposed Land Use</i>	Recreational vehicle (RV) park
<i>Comp Plan – Character Area</i>	Community Gateway

GENERAL INFORMATION:

BACKGROUND:

- The applicant is requesting to the amend Golden Isles Gateway Exit 42 Parcel Planned Development District, Case Number ZM2824, to expand permitted uses at 7156 Highway 99, Parcel 03-12108.
- The PD Text currently allows General Commercial (GC), Highway Commercial (HC) and Freeway Commercial (FC) permitted uses and various residential uses within Parcel P1 (northern portion) of the PD. Parcel P3 (southern portion of the PD) is reserved for single-family attached and detached housing.
- The applicant is requesting to eliminate the distinction between Parcel P1 and Parcel P3 within the PD Text on Parcel 03-12108.
- In addition, the applicant is requesting that recreational vehicle (RV) parks be added as a permitted use in the PD. The maximum density would be 15 units per acre.
- RV parks are allowed under HC and FC zoning standards, but as conditional and not permitted uses. The Golden Isles Gateway Exit 42 Parcel PD only appears to allow the permitted uses included in HC and FC zoning, but not conditional uses.

- Noticing Requirements: A public hearing notice was published in *The Brunswick News* on December 21, 2022, and mailed on December 20, 2022, to property owners within 200 feet of the subject property. Notification of public hearings was posted on the site on December 22, 2022.

FINDINGS:

In conformance with Section 1103 of the Glynn County Zoning Ordinance, the following factors are to be considered in making a decision on a request for rezoning: (Staff's comment is shown in bold).

1. Whether the zoning decision will permit a use that is suitable in view of the use and development of adjacent and nearby property.

This parcel has been in some form of commercial zoning since at least 1994 with the creation of the Golden Isles Gateway PD (GC-08-94) and the subsequent Golden Isles Gateway/PAWS PD (GC-34-99). Under both GC-08-94 and GC-34-99, the parcel has had Freeway Commercial (FC) uses and development standards. As previously stated, the current PD allows for General Commercial (GC), Highway Commercial (HC) and FC permitted uses, in addition to various types of housing products.

The proposed Buc-ee's Travel Center (Parcel 03-27927) will be located directly to the NW of the site. The Smith Seafood property (Parcel 03-12109), directly to the east, was recently rezoned to allow for an RV park of up to 500 spaces. The site of Morningstar Treatment Center (Parcel 02-00106) lies directly to the north of the site across Highway 99. The newly created Altamaha Trading PD (mixed use commercial and residential) is also to the north across Highway 99. Lexington Place, a single-family residential subdivision, is directly to the south of the parcel.

2. Whether the zoning decision will adversely affect the existing use or usability of adjacent or nearby property.

The zoning decision will not adversely affect the existing use or usability of adjacent or nearby properties, most of which are currently in some form of commercial zoning. The only adjacent residential properties, the Lexington Place subdivision, will not share any roadway access with the PD.

3. Whether the property to be affected by the zoning decision has a reasonable economic use as currently zoned.

The site has a reasonable economic use as currently zoned. As previously stated, the PD Text currently allows GC, HC and FC permitted uses and various residential uses within Parcel P1 (northern portion) of the PD. Parcel P3 (southern portion of the PD is reserved for single-family attached and detached housing.

4. Whether the zoning decision will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

None of the agencies that reviewed this application indicated that there would be an excessive or burdensome use to existing streets, transportation facilities, utilities or schools. The PD has direct access to State Highway 99 and is located at I-95 Exit 42.

5. Whether the zoning decision is in conformity with the policy and intent of the Comprehensive Land Use Plan.

The Comprehensive Plan's Character Area Map indicates that this site is in the Community Gateway character area. The narrative for this area includes the following: "If each of these areas is to become a thriving commercial gateway for the County, low-density residential zoning and heavy industrial zoning may be inconsistent with future goals. Land uses should include commercial, higher density residential, mixed use, and light industrial uses." (Comprehensive Plan, p. 45)

The Future Land Use Map indicates that this area is designated as Commercial.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval or disapproval of the zoning decision.

A number of recreational vehicle (RV) park projects in the vicinities of Exit 29 and Exit 42 have been approved in the past two years, including the following:

- Parcel P2, Parcel 03-12109. Approved application: ZM5319. Up to 500 RV spaces.
- Fancy Bluff PD, Parcel 02-00905. Approved application: ZM4778. Up to 616 RV spaces.
- One Road RV Resort, Parcel 02-00580. Approved application: CUP5087. Up to 125 RV spaces.
- Southern Retreat RV Park Phases 2 & 3, Parcels 02-00498 & 02-00723. Approved applications: ZM4322, SP4841, CUP4982 & SP4983. Up to 380 RV spaces.

The applicant stated at the Mainland Planning Commission meeting of January 10, 2023, that a prospective developer has plans for an up to 1,000-space RV park on the subject site.

7. For a zoning decision involving the grant of a special use or conditional use permit, the Planning Commission shall include comments on those matters identified in Section 904.3 of the Zoning Ordinance.

Not applicable.

8. Such other matters as the Planning Commission deems relevant.

The public hearing for this rezoning was held at the Mainland Planning Commission meeting of January 10, 2023. Alice Keyes of 100 Miles voiced concerns about the impact of a new RV park at Exit 42, including that the density may allow for thousands of RV spaces and that up to 1,612 RV spaces at different locations have already been approved recently by the county.

Planning Commissioner Boatright questioned whether the prospective developer understood the multimillion dollar cost of building such a large RV park. Questions were also asked about the amount of wetlands on the site.

COMPLETION OF THE APPLICATION FOR REZONING

Staff determined this application is complete and contains all the information required by the Glynn County Zoning Ordinance.

PLANNING COMMISSION ACTION

The Mainland Planning Commission voted unanimously (7-0) at its regularly scheduled meeting on January 10, 2023, to recommend that the Board of Commissioners approve ZM5319.

BOARD OF COMMISSIONERS POSSIBLE ACTIONS

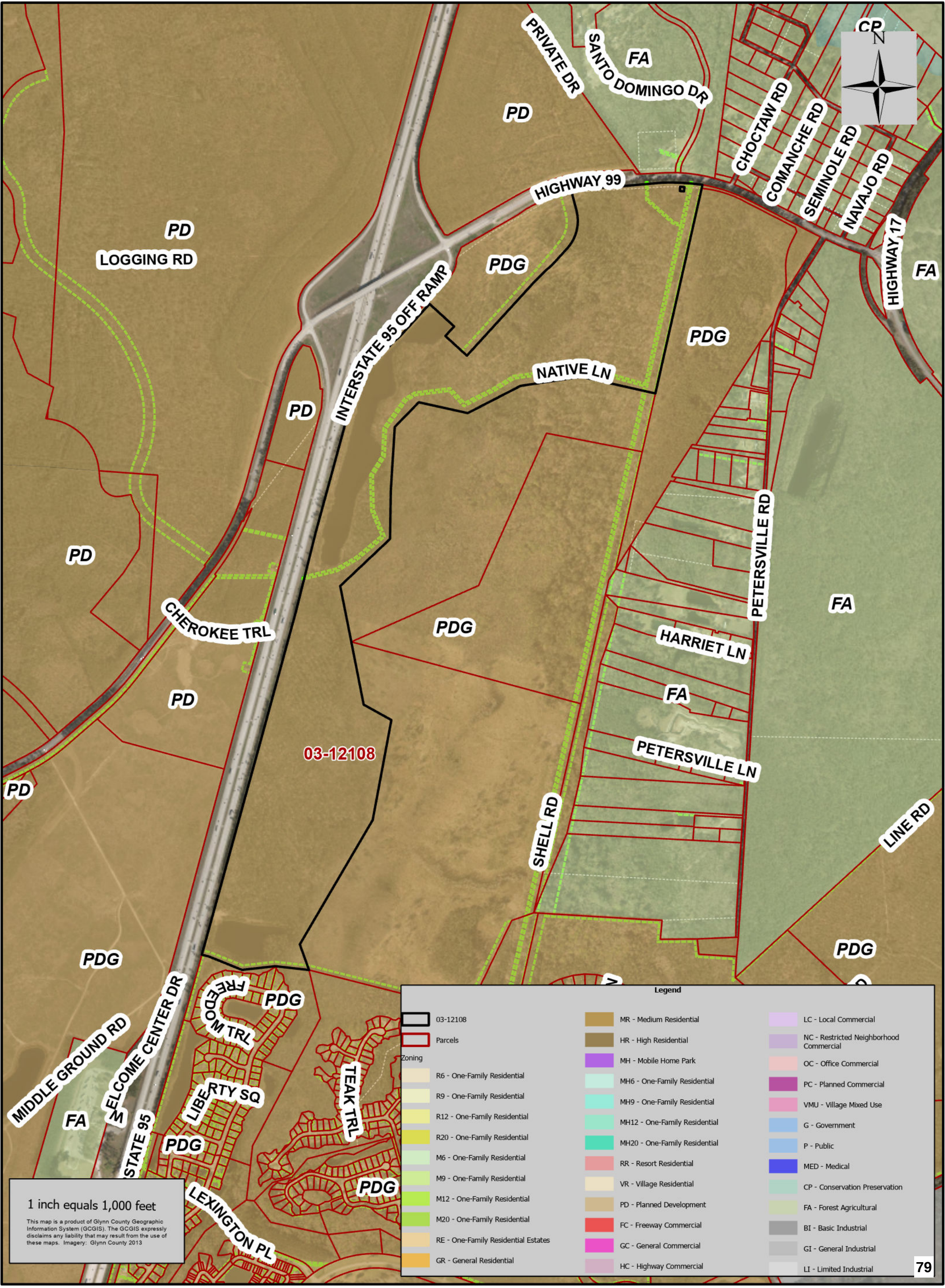
Pursuant to Section 1107 of the Glynn County Zoning Ordinance, the Board of Commissioners shall take one of the following formal actions:

- (i) Approve the proposed zoning decision;
- (ii) Approve the proposed zoning decision with modifications or conditions;
- (iii) Continue the hearing to a later date;
- (iv) Remand the application back to the Planning Commission; or,
- (v) Deny the proposed zoning decision.

ATTACHMENTS

1. Staff Report
2. Aerial / Zoning Map
3. Review History
4. Survey
5. Original PD Text
6. Revised PD Text

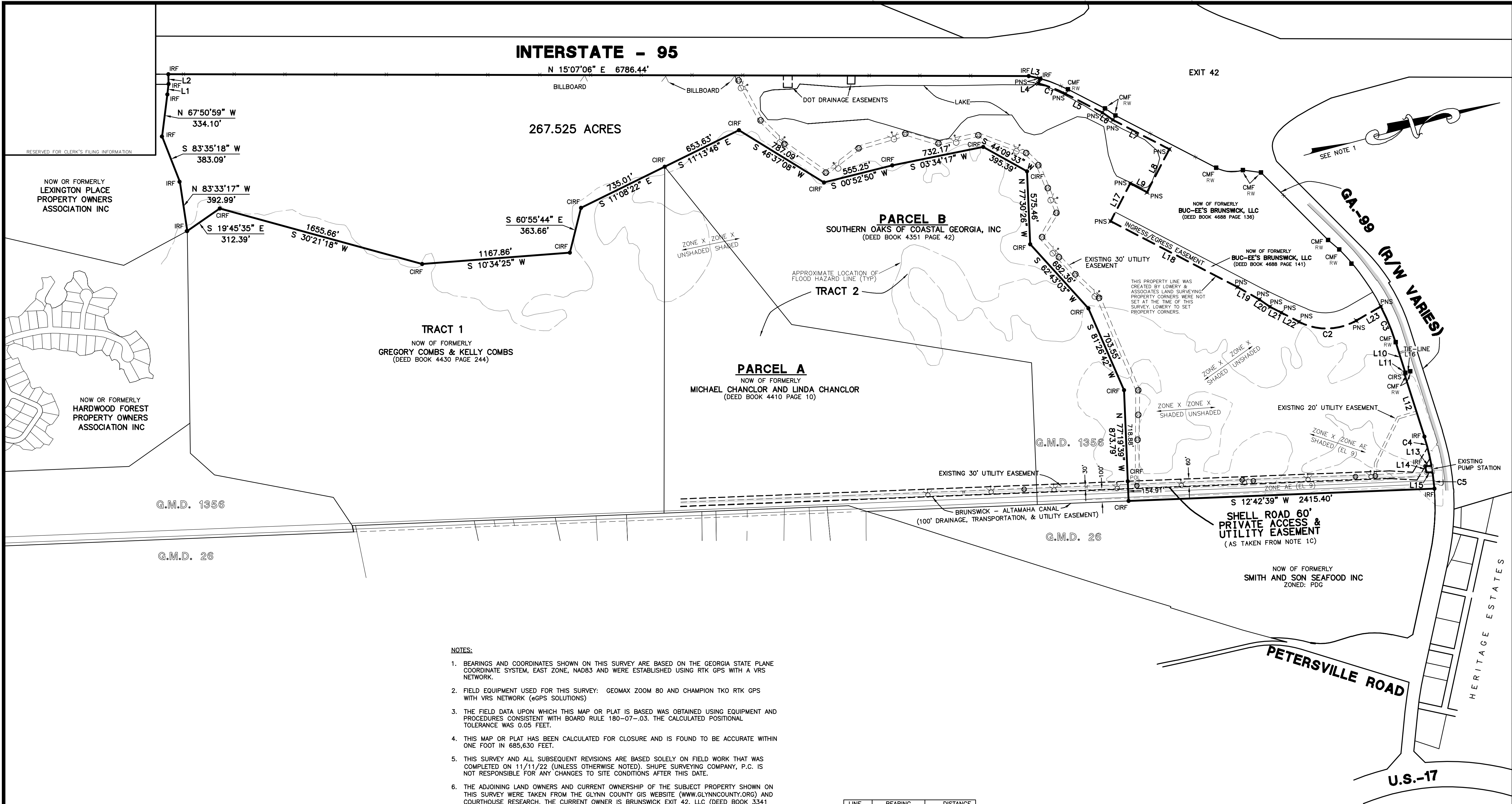
Aerial Photo/ Zoning Map
ZM5319
7156 Highway 99
Parcel: 03-12108





**GLYNN COUNTY COMMUNITY DEVELOPMENT
REVIEW HISTORY- Last Review Only per ReviewType
for ZM5319 Exit 42 Parcel PD Amendment
as of 01/03/2023 8:53 am**

Review	#	Assigned To	Result	Result By	Completed
32835 Planners Pre-Review	2	Carroll	Compliant	Carroll	11/28/2022
33182 Resubmit	1	Leif	Compliant	Postal	12/20/2022
32864 Drainage	1	Vicent	Not Applicable	Vicent	12/05/2022
32859 Engineering	1	Culbreath	Not Applicable	Culbreath	12/12/2022
32863 Environmental Health	1	Gober	Not Applicable	Gober	11/30/2022
32860 Fire Department	1		Not Applicable	Knighten	11/24/2022
32865 GIS Address	1		Compliant		11/28/2022
32866 GIS Mapping	1	Proper	Compliant	Proper	11/28/2022
The information submitted on 11-22-22 has been entered in the data base.					
33183 JWSC	2	Cornely	Compliant	Cornely	12/27/2022
32861 Planning and Zoning	1	Postal	Compliant	Postal	12/01/2022
32862 Traffic	1		Not Applicable		12/05/2022



NOTES:

1. BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 AND WERE ESTABLISHED USING RTK GPS WITH A VRS NETWORK.
2. FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM 80 AND CHAMPION TKO RTK GPS WITH VRS NETWORK (eGPS SOLUTIONS)
3. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED WAS OBTAINED USING EQUIPMENT AND PROCEDURES CONSISTENT WITH BOARD RULE 180-07-.03. THE CALCULATED POSITIONAL TOLERANCE WAS 0.05 FEET.
4. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 685,630 FEET.
5. THIS SURVEY AND ALL SUBSEQUENT REVISIONS ARE BASED SOLELY ON FIELD WORK THAT WAS COMPLETED ON 11/11/22 (UNLESS OTHERWISE NOTED). SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO SITE CONDITIONS AFTER THIS DATE.
6. THE ADJOINING LAND OWNERS AND CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WERE TAKEN FROM THE GLYNN COUNTY GIS WEBSITE (WWW.GLYNNCOUNTY.ORG) AND COURTHOUSE RESEARCH. THE CURRENT OWNER IS BRUNSWICK EXIT 42, LLC (DEED BOOK 3341 PAGE 119).
7. ACCORDING TO F.I.R.M. MAP NO. 13127C, PANEL 0115H, EFFECTIVE DATE 1/05/2018, IT IS MY OPINION THAT A PORTION OF THE PROPERTY SHOWN ON THIS PLAT DOES FALL WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE AE).
ZONE AE (EL 9) - 1% ANNUAL CHANCE FLOODPLAINS, BASE FLOOD ELEVATIONS DETERMINED.
ZONE X (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARDS AND AREAS OF 1% ANNUAL CHANCE FLOOD HAZARDS WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE.
ZONE X (UNSHADED) - AREAS OF MINIMAL FLOOD HAZARD.
8. FRESHWATER WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL. FRESHWATER WETLANDS EXIST WITHIN THE SUBJECT PROPERTY BUT WERE NOT SURVEYED AS PART OF THIS PROJECT.
9. THE TERM "CERTIFICATION" AS USED IN BOARD RULE 180-6--09(2) AND (3) AND RELATING TO PROFESSIONAL SURVEYING SERVICES AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11) SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
10. A 10' UTILITY EASEMENT IS RESERVED ADJACENT TO ALL ROAD RIGHTS-OF-WAY PER GLYNN COUNTY SUBDIVISION REGULATIONS, SECTION 605.1.

REFERENCES:

- A. PLAT BOOK 30, PAGE 209
- B. PLAT BOOK 27, PAGE 46
- C. PLAT BOOK 35, PAGE 118
- D. PLAT BOOK 35, PAGE 166

LINE	BEARING	DISTANCE
L1	N 68°29'44" W	83.05'
L2	N 76°35'55" W	76.50'
L3	N 27°19'10" E	88.83'
L4	S 62°43'13" E	40.28'
L5	N 42°06'06" E	326.69'
L6	N 49°33'34" E	100.60'
L7	N 42°25'38" E	502.08'
L8	S 47°34'22" E	382.11'
L9	S 42°25'38" W	149.12'
L10	N 87°18'27" E	253.15'
L11	S 02°48'42" E	10.52'
L12	N 87°18'00" E	525.68'
L13	S 12°42'39" W	50.00'
L14	S 84°20'36" E	50.38'
L15	N 12°42'39" E	50.00'
L16	N 02°48'42" W	40.22'
L17	S 47°34'22" E	334.64'
L18	N 42°25'38" E	1126.64'
L19	N 44°34'29" E	198.86'
L20	N 49°16'12" E	101.12'
L21	N 42°25'38" E	101.29'
L22	N 42°25'38" E	157.00'
L23	N 14°49'14" W	224.06'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1041.00'	227.41'	226.96'	S 36°03'07" W	12°31'00"
C2	471.00'	470.61'	451.27'	N 13°48'12" E	57°14'52"
C3	1819.86'	304.21'	303.83'	S 82°29'44" W	9°34'39"
C4	1809.86'	237.85'	237.68'	S 86°54'21" E	7°31'47"
C5	1809.86'	130.38'	130.35'	S 81°28'56" E	4°07'39"

EXIT 42

GA-99

BRUNSWICK-ALTAHAMA CANAL

SITE

VICINITY MAP (NOT TO SCALE)

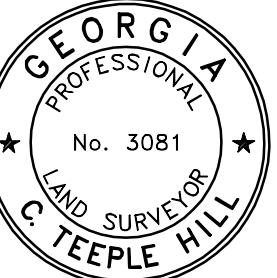
THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF SHUPE SURVEYING COMPANY, P.C. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF SHUPE SURVEYING COMPANY, P.C. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD, ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

LEGEND:

- CIRS 1/2" CAPPED IRON REBAR SET (SSC PG, LSF 317)
- CIRF 1/2" CAPPED IRON REBAR FOUND (SSC PG, LSF 317)
- × PNS POINT NOT SET, CORNER TO BE SET BY LOWERY & ASSICATES LAND SURVEYING, LLC
- IRF 1/2" IRON REBAR FOUND
- IPF IRON PIPE FOUND
- POL POINT ON LINE
- SEWER MANHOLE
- FIRE HYDRANT
- ASPHALT
- CONCRETE
- X — FIELD FENCE

SURVEYORS RECORDING CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, 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.


C. TEEPLE HILL, GA PLS #3081

NO.	REVISION	BY	DATE

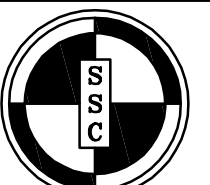
BOUNDARY RETRACEMENT SURVEY OF:

267.525 ACRE TRACT

BEING A PORTION OF PAWS EAST, THE GOLDEN ISLES GATEWAY TRACT

1356TH G.M.D.,
GLYNN COUNTY, GEORGIA

PREPARED FOR:
CRAWFORD CREEK COMMUNITIES, LLC


SHUPE SURVEYING COMPANY, P.C.
3837 DARLEN HIGHWAY
BRUNSWICK, GA 31525
912-265-0562

CERTIFICATE OF AUTHORIZATION: LSF317

400' 0 200' 400' 800'

SCALE 1" = 400' DRAWING DATE 11/11/22
FILE 21033 DRAWN BY SC/CTH
DRAWING 21033-BRS CREW CHIEF RG/AC

SHEET 1 OF 1

Golden Isles Gateway Exit 42 Parcel
Glynn County, Georgia

PLANNED DEVELOPMENT - GENERAL (PD-G) DISTRICT

REZONING APPLICATION

With Master Land Use Plan and Development Standards

Prepared for:
Acreage Plus, LLC
1031 South Caldwell Street; Suite 220
Charlotte, NC 28203

Submitted to:
The Glynn County Mainland Planning Commission
and The Glynn County Board of Commissioners

April 22, 2014
Revised June 6, 2014

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Exhibit C - Zoning Master Plan	

SECTION 1

INTRODUCTION AND DESCRIPTION OF PROPOSAL

A. The Property

The Golden Isles Gateway Exit 42 Parcel Planned Development District is located in northeastern Glynn County and is a portion of the Golden Isles Gateway Planned Development District. The site is bounded to the north by SR99, to the west by I-95, to the east by Petersville Road, and to the south by existing and future residential developments that are located within the Golden Isles Gateway District. The Brunswick-Altamaha Canal traverses the property and divides it into two separate parcels. Boundary Surveys of the property have been prepared by Shupe Surveying Company, PC and are included as Exhibit A.

The total area of the property is approximately 772 acres consisting of 353 acres of uplands, 383 acres of freshwater wetlands, 21 acres of lakes, and 15 acres of canal easement. The freshwater wetlands are discussed further in Section G of this document. Exhibit A also includes the flood zones for the property which includes Zone X, Zone X shaded, and Zone AE 10 based on FIRM No. 13127C0115F, dated 9/6/06.

B. Property Ownership and Legal Description

The property is currently owned by Bank of the Ozarks. Property deeds and legal descriptions are included in the rezoning application. These parcels are located within the Golden Isles Gateway Planned Development and were originally zoned for the Parks and Wildlife Services (PAWS) project.

C. Intent of the Golden Isles Gateway Exit 42 PD District

The goal of this project is the development of a mixed-use commercial and residential project that fits with the overall development master plan originally developed for the Gateway project.

D. Planned Development Process

The Planned Development Process is based on the Glynn County Zoning Ordinance. The following process will be established for submittal and approval of the Golden Isles Gateway Exit 42 Parcel Planned Development District. In the event that the provisions contained in this Text conflict with any applicable DRI which encompasses the Project, Glynn County Board of Commissioners agrees that the provisions and terms of this Text shall control and survive with respect to the development rights and entitlements of this Project.

- 1) This document establishes the framework for the anticipated buildout of the project. Land Uses, development density, utility services, and other information pertinent to the development of the project master plan are described herein. This document is submitted to the Staff for review and to the Planning Commission and Board of Commissioners for approval.
- 2) As the project is developed, Preliminary and Final Plats for the project will be prepared and submitted as required to the County for review and approval. These plats will subdivide the project into the various land uses depicted on the Zoning Master Plan. **Additional subdivision within these overall parcels may be submitted for approval.**
- 3) Site Development Plans will be submitted as required for approval to the County for each portion/phase of the tract to be developed. The Development Plans will describe specific development in detail as studies and designs are prepared. Specific development standards for individual lot setbacks, buffers, minimum lot area, lot coverage, road design standards, building heights and other development standards shall be in accordance with those established in this document or as amended by the Owner/Developer and accepted by Glynn County. Supporting documentation of the appropriate detail is required at each level of approval.

E. Zoning Master Plan and Development Schedule

The project will be constructed in multiple phases over a period of approximately 10 years. Development will occur in accordance with this text and the Zoning Master Plan. Amendments to these documents may be made in the future as specified herein and as allowed by the Glynn County Zoning Ordinance. These documents outline the general scope of the development including number of parcels, development standards, open space and other development criteria.

The Zoning Master Plan indicates specific land uses and locations for the various parts of the project. Some future modifications to these land use designations or locations may be dictated by future market conditions or other factors. If modifications to the Zoning Master Plan are required, these modifications will be submitted to the staff for review and to the Planning Commission and Board of Commissioners for approval.

Proposed land uses are detailed under Section 2 – Allowed Land Uses and Development Standards. The plan anticipates development of residential and commercial uses with related road and utility infrastructure.

Open space and common areas are not specifically addressed on the Zoning Master Plan. The project contains freshwater wetlands under the Jurisdiction of the U.S. Army Corps of Engineers. The stormwater management areas and the non-mitigated wetlands will be used as open space or common areas. Landscaping shall be introduced at entranceways, along major circulation routes, and within the passenger vehicle parking areas.

The provisions of the Zoning Master Plan, Exhibits, and Appendices shall apply to development of the project. In the event of a conflict, the hierarchy of documents is the Zoning Master Plan followed by the Glynn County Zoning ordinance.

F. Storm Water Management

The owner/developer will prepare a storm water management master plan for the project following rezoning and prior to development. This plan will provide the surface water storage, conveyance, and control systems needed to comply with all applicable Federal, State, and Local regulations.

As part of the development process, the Owner/Developer will implement Best Management Practices (BMPs) for Storm Water Management. The BMPs will dictate storm water management standards related to the attenuation of peak runoff and water quality.

G. Wetlands

Freshwater wetlands on the property are typical of coastal Georgia. Approximately 22 percent of the land area in Coastal Georgia above mean high water consists of jurisdictional and isolated freshwater wetlands. This project contains freshwater wetlands and lakes which are shown on the surveys in Exhibit A. The freshwater wetlands have been flagged and surveyed. A Wetlands Jurisdictional Determination (JD) was previously issued by the United States Army Corps of Engineers. This JD has expired and will have to be renewed before work can begin on the project. As a result of this re-authorization, the areas defined as uplands and wetlands are subject to change.

H. Water and Sewer Service

Water supply and wastewater collection for the project will be provided by the Brunswick-Glynn County Joint Water and Sewer Commission (BJWSC). The details of this service, including the need to extend facilities to individual parcels within the project will be coordinated with the BJWSC as the development plans for the project progress. These facilities will be constructed and connected to the existing utility systems owned and operated by the BJWSC. The need, location, and design of all utility facilities will be coordinated with the BJWSC at a later date. All required extensions of the water and sewer systems will be permitted with the Environmental Protection Division of the Department of Natural Resources.

I. Site Access and Traffic

Traffic is anticipated to enter and exit the site at more than one intersection with SR99 and with at least one access point on Petersville Road. Proposed locations of these access points are shown on the Zoning Master Plan. Final driveway locations on SR99 will be coordinated with the Georgia Department of Transportation and will be coordinated with the plans for the widening of SR99. These plans will include the median breaks, left turn lanes, and right-turn storage lanes needed maintain both an acceptable level of service on SR99 and adequate access to the project. The Petersville Road access will be coordinated with Glynn County. The developer will be responsible for designing and constructing the improvements needed for this access and the will be coordinated with and permitted by the County and the State as required.

J. Dedications to Glynn County

a. Dedication of Roads

The Owner/Developer will construct all roads within the project in accordance with Glynn County Standards. All roads that are accessible by the public will be dedicated to Glynn County. **Private roads will be allowed if approved by the Glynn County Mainland Planning Commission.**

b. Dedication of Water and Sewer Facilities

The proposed water and wastewater systems will be designed and constructed to BJWSC Specifications. The Owner/Developer will dedicate the completed and accepted systems to the BJWSC for Ownership, maintenance, and operation.

K. Restrictive Covenants

Restrictive Covenants will be applied to project. The owner/developer will create and record the Restrictive Covenants prior to the sale of subdivided property.

L. Development Standards

Site development within the project will be controlled by the development standards that are established in Section 2 of this document. In the event of a conflict, the hierarchy of documents shall be this document and then the Glynn County Zoning Ordinance and Subdivision Regulations **that are in effect as of June 5, 2014.**

SECTION 2

LAND USE DESIGNATION, DEVELOPMENT STANDARDS, AND DEFINITIONS

A. Introduction

The proposed project will be developed in a mixture of commercial and residential uses as indicated on the Zoning Master Plan.

The Zoning Master Plan and Development Standards for project provide the flexibility to adapt the development plan as necessary to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters. Accordingly, the exact location of boundary lines between tracts, the location and size of land uses indicated within tracts and preliminary design concepts for each tract described herein shall be subject to change as phases of the Zoning Master Plan area are submitted for detailed development review over the life of the development. The maximum densities and other conditions of the project will be adhered to unless the zoning is changed as required by this document and the Glynn County Zoning Ordinance. All modifications to the Zoning Master Plan will be submitted to the County for Staff and Commission approval.

B. Allowed Land Uses and Development Standards

This following Common Area uses are allowed in all portions of the Golden Isles Gateway Exit 42 Parcel PD District:

- 1) Wetland Mitigation Banks
- 2) Environmental Education Areas
- 3) Community Recreation
- 4) Community Lakes and Parks
- 5) Roads and Utilities
- 6) Open Space

Development Standards for these uses shall be in conformance with the Glynn County Zoning Ordinance and shall require Site Plan approval.

The following land uses, as designated for each individual planning area, shall be permitted in the Golden Isles Gateway Exit 42 Parcel PD District. The purpose of this section of the PD document is to describe the land uses that are allowed within the individual planning areas of the PD district; however, allowing these land uses does not obligate the owner/developer to provide the uses or facilities stated herein. The development standards for each use are outlined below.

Parcel P1

This parcel will include land uses consistent with the following sections of the Glynn County Zoning Ordinance:

Permitted Commercial Uses:

Those allowed in Section 712 – General Commercial

Those allowed in Section 713 – Highway Commercial

Those allowed in Section 714 – Freeway Commercial

Permitted Residential Uses:

- 1) Two-family Dwelling
- 2) Multi-Family Dwelling
- 3) Model Home/Sales Center
- 4) Recreation Vehicle/Boat Storage
- 5) Amenities
- 6) Those allowed in Section 706 – General Residential

Common Area uses as defined in this section are also allowed.

Parcel P2

No entitlements are provided for Parcel 2 at this time. It will retain the current zoning classification; however, any future development will require a separate text amendment to the Golden Isles Gateway Exit 42 Planned Development.

Parcel P3

This parcel will be reserved for single-family attached and detached residential development up to a maximum of 4 units per acre on a site-specific basis with a total number of units as shown in the Land Use and Density Table. The following permitted uses and development standards shall be used for this parcel.

Permitted Uses:

- 1) One-family dwelling (attached and detached)
- 2) Model Home/Sales Center
- 3) Amenity Uses, subject to Site Plan approval.

Common Area uses as defined in this section are also allowed.

C. General Requirements

All uses permitted in the Golden Isled Gateway Exit 42 Parcel PD District shall conform to the following standards:

	One-family dwelling	Two-family dwelling	Multi-family dwelling	Commercial Uses
Lot Area	6,000 SF/DU	4,000 SF/DU	2000 SF/DU	6000 SF
Lot Width	60 feet	60 feet	Per approved plan	50 feet
Front Yard	20 feet	20 feet	30 feet	<i>Note 1</i>
Side Yard	<i>Note 2</i>	7 feet	15 feet	10 feet
Rear Yard	7 feet	7 feet	15 feet	10 feet
Height	35 feet	35 feet	45 feet	<i>Note 3</i>
Density	4 DU/Acre	8 DU/Acre	22 DU/Acre	Per approved plan

Note 1 - Front yard setbacks for commercial uses shall be 20 feet if measured from a frontage road and 30 feet if measured from SR99.

Note 2 - Side yard setback shall be 7 feet. 0 feet shall be allowed for patio homes on a site specific basis.

Note 3 - Building height shall be a maximum of 65 feet with the approval of the Glynn County Fire Marshall.

Off-street parking and loading

All uses in this district shall meet all standards set forth in Glynn County Zoning Ordinance - Article VI, pertaining to off-street parking, loading and other requirements.

Signs

Signs shall be permitted in this district as provided in the Glynn County Zoning Ordinance - Article VIII. Signs for commercial uses in Parcel P1 will conform to the requirements for Section 714 - Freeway Commercial. Residential signs shall conform to the appropriate section of the zoning ordinance based on the land use.

Site Plan Approval

All uses within this district shall be required to apply for Site Plan Approval and shall comply with Article VI, Section 619 of the Glynn County Zoning Ordinance, included herein as Appendix A.

D. Land Use Table

Overall Land Uses for the Golden Isles Gateway Exit 42 Parcel PD District shall not exceed the following:

Land Use	Total
Single Family Residential	<u>850</u> Dwelling Units
Multi-Family Residential	650 Dwelling Units
Commercial	<u>144</u> acres

E. Exceptions to the Glynn County Zoning Ordinance and Subdivision Regulations

The project is a planned **residential** and commercial development. The nature of the development and the creation of a PD – Planned Development District, provide the opportunity to modify certain portions of the development ordinance. This section details the changes to Glynn County Ordinances.

The format of this section is as follows: The section number and topic are shown with the proposed change shown *in italics*.

Glynn County Zoning Ordinance

Article V Sec. 505: “Lot Reduction Prohibited”

Proposed Land Uses have minimum lot size less than the Glynn County Zoning Ordinance minimum lot size.

Article V Sec. 506: “Yard Use Limitation”

Proposed Land Uses have narrower yards than required by the existing Glynn County Zoning Ordinance yard dimensions.

Subdivision Regulations of Glynn County, Georgia

Article VI Sec. 602.2-g: “Permanent Dead End Streets”

Dead Streets may exceed 1,200 LF per Glynn County Approval.

F. Definitions of Land Use Terms and Density Terms

1. In the absence of a term definition in this Zoning Master Plan, Article III-Section 302 “Definitions” of the Glynn County Zoning Ordinance included herein as an Appendix shall apply in the interpretation of this Zoning Master Plan. The locations of specific land uses are described on the Zoning Master Plan, and detailed by Land areas in this text.

2. Open Space

Total open space for the Golden Isles Gateway Exit 42 Parcel PD District shall be calculated for the boundary of the project and not on a site specific basis for each phase of the project. Open space and common areas are not specifically addressed on the Zoning Master Plan. The project contains freshwater wetlands under the Jurisdiction of the U.S. Army Corps of Engineers that will be included in all open space or common area assessments. Landscaping shall be introduced at entranceways, along major circulation routes, and within the passenger vehicle parking areas.

3. Roads

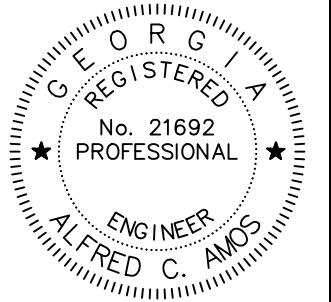
The project shall have roads designed to the standards of the Glynn County Zoning Ordinance and Subdivision Regulations. Roads indicated on the Zoning Master Plan are subject to modification at the time of Preliminary and Final Plat approval based on final lot layout, specific soil conditions, environmental concerns, physical constraints and design parameters.

4. Setbacks and Buffers

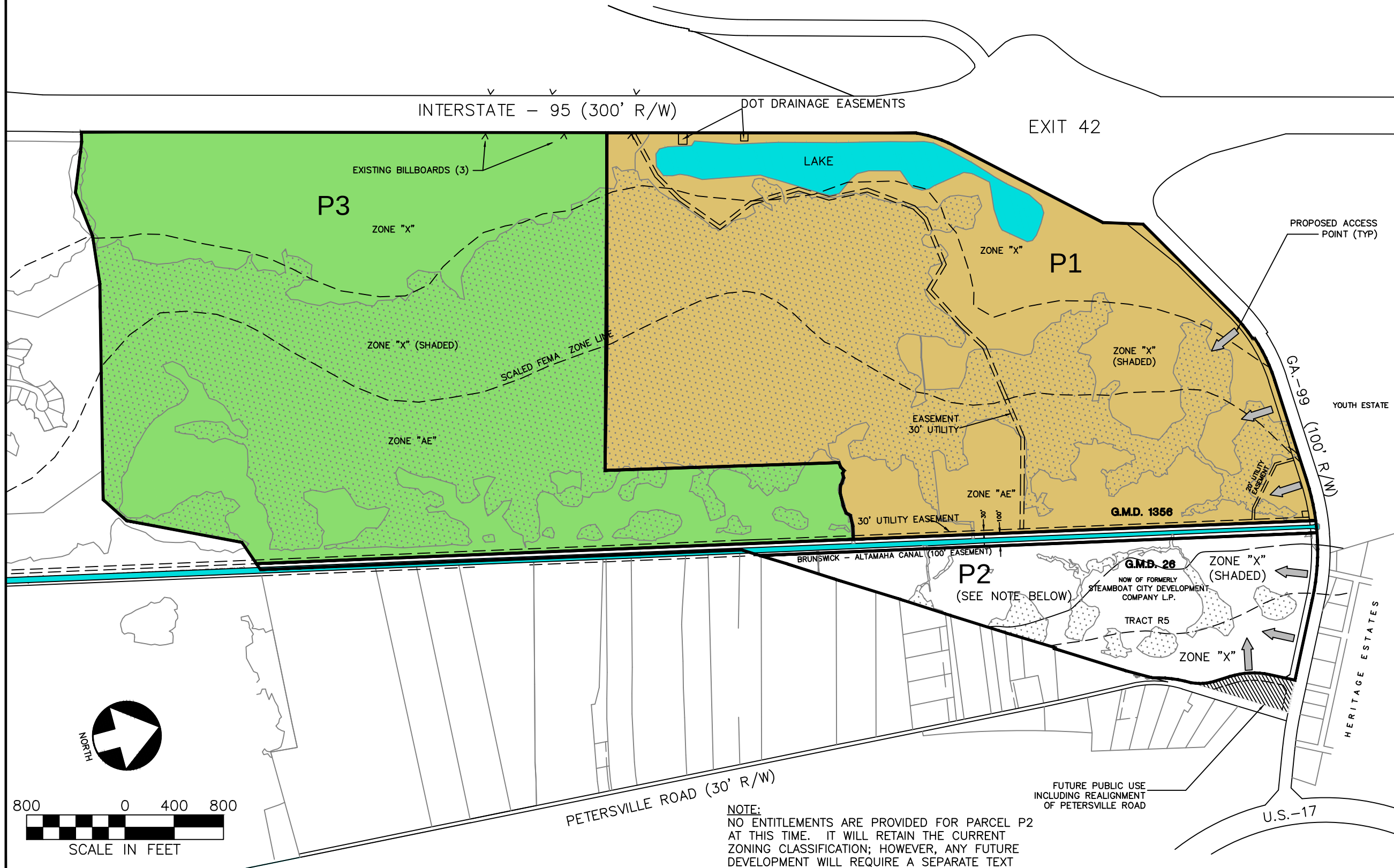
Setbacks and buffers shall meet the minimum requirement established herein and shall apply to the perimeter of the project only; provided, however, that any required wetlands and salt marsh jurisdictional setbacks shall apply according to law throughout the project. Setbacks and buffers internal to the project shall be established at the time Development Plan approval.

Except in those areas indicated on the Zoning Master Plan with an option of an undisturbed buffer, perimeter buffer standards shall comply with Section 613 of the Glynn County Zoning Ordinance, included herein as Appendix A.

REFER TO PLANNED DEVELOPMENT TEXT
FOR DETAILS OF LAND USES



DATE SEALED: _____



NOTE:
NO ENTITLEMENTS ARE PROVIDED FOR PARCEL P2
AT THIS TIME. IT WILL RETAIN THE CURRENT
ZONING CLASSIFICATION; HOWEVER, ANY FUTURE
DEVELOPMENT WILL REQUIRE A SEPARATE TEXT
AMENDMENT TO THE GOLDEN ISLES GATEWAY EXIT
42 PLANNED DEVELOPMENT.

Civil & Structural
Engineering Consultants

29 CORAL PARK WAY
BRUNSWICK, GEORGIA 31520
PH 912.265.3851
FAX 912.264.7273

CSEC
INC

GOLDEN ISLES GATEWAY - EXIT 42 PARCEL

ZONING
MASTER
PLAN

DATE: 06-17-14
DRAWN BY: ACA
SCALE: 1"=800'
PROJ: 2014-5016

1 of 1

Golden Isles Gateway Exit 42 Parcel

Glynn County, Georgia

PLANNED DEVELOPMENT - GENERAL (PD-G) DISTRICT

REZONING APPLICATION

With Master Land Use Plan and Development Standards

Prepared for:
Brunswick Highway 99 LLC
3841 Green Hills Village Dr. Suite 400
Nashville, TN 37215

Submitted to:
The Glynn County Mainland Planning Commission
and The Glynn County Board of Commissioners

April 22, 2014
Revised June 6, 2014
Revised December 20, 2022¹

1. Revisions to Planned Development Text, dated December 20, 2022, are underlined and italicized

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SECTION 1

INTRODUCTION AND DESCRIPTION OF PROPOSAL

A. The Property

The Golden Isles Gateway Exit 42 Parcel Planned Development District is located in northeastern Glynn County and is a portion of the Golden Isles Gateway Planned Development District. The site is bounded to the north by SR99, to the west by I-95, to the east by vacant parcels, and to the south by existing and future residential developments that are located within the Golden Isles Gateway District. The Brunswick-Altamaha Canal traverses the property. Boundary Surveys of the property have been prepared by Shupe Surveying Company, PC and are included as Exhibit A.

The total area of the property is approximately 267.525 acres. The freshwater wetlands are discussed further in Section G of this document. Exhibit A also includes the flood zones for the property which includes Zone X, Zone X shaded, and Zone AE 2 based on FIRM No. 13127C0115H, dated 1/5/2018.

B. Property Ownership and Legal Description

The property is currently owned by Brunswick Highway 99 LLC. Property deeds and legal descriptions are included in the rezoning application. These parcels are located within the ZM2824 – Exit 42 Parcel Planned Development Text.

C. Intent of the Golden Isles Gateway Exit 42 PD District

The goal of this project is the development of a mixed-use commercial and residential project that fits with the overall development master plan originally developed for the Gateway project.

D. Planned Development Process

The Planned Development Process is based on the Glynn County Zoning Ordinance. The following process will be established for submittal and approval of the Golden Isles Gateway Exit 42 Parcel Planned Development District. In the event that the provisions contained in this Text conflict with any applicable DRI which encompasses the Project, Glynn County Board of Commissioners agrees that the provisions and terms of this Text shall control and survive with respect to the development rights and entitlements of this Project.

- 1) This document establishes the framework for the anticipated buildout of the project. Land Uses, development density, utility services, and other information pertinent to the development of the project master plan are described herein. This document is submitted to the Staff for review and to the Planning Commission and Board of Commissioners for approval.
- 2) As the project is developed, Preliminary and Final Plats for the project will be prepared and submitted as required to the County for review and approval. These plats will subdivide the project into the various land uses depicted on the Zoning Master Plan. **Additional subdivision within these overall parcels may be submitted for approval.**
- 3) Site Development Plans will be submitted as required for approval to the County for each portion/phase of the tract to be developed. The Development Plans will describe specific development in detail as studies and designs are prepared. Specific development standards for individual lot setbacks, buffers, minimum lot area, lot coverage, road design standards, building heights and other development standards shall be in accordance with those established in this document or as amended by the Owner/Developer and accepted by Glynn County. Supporting documentation of the appropriate detail is required at each level of approval.

E. Zoning Master Plan and Development Schedule

The project will be constructed in multiple phases over a period of approximately 10 years. Development will occur in accordance with this text and the Zoning Master Plan. Amendments to these documents may be made in the future as specified herein and as allowed by the Glynn County Zoning Ordinance. These documents outline the general scope of the development including number of parcels, development standards, open space and other development criteria.

The Zoning Master Plan indicates specific land uses and locations for the various parts of the project. Some future modifications to these land use designations or locations may be dictated by future market conditions or other factors. If modifications to the Zoning Master Plan are required, these modifications will be submitted to the staff for review and to the Planning Commission and Board of Commissioners for approval.

Proposed land uses are detailed under Section 2 – Allowed Land Uses and Development Standards. The plan anticipates development of residential and commercial uses with related road and utility infrastructure.

Open space and common areas are not specifically addressed on the Zoning Master Plan. The project contains freshwater wetlands under the Jurisdiction of the U.S. Army Corps of Engineers. The stormwater management areas and the non-mitigated wetlands will be used as open space or common areas. Landscaping shall be introduced at entranceways, along major circulation routes, and within the passenger vehicle parking areas.

The provisions of the Zoning Master Plan, Exhibits, and Appendices shall apply to development of the project. In the event of a conflict, the hierarchy of documents is the Zoning Master Plan followed by the Glynn County Zoning ordinance.

F. Storm Water Management

The owner/developer will prepare a storm water management master plan for the project following rezoning and prior to development. This plan will provide the surface water storage, conveyance, and control systems needed to comply with all applicable Federal, State, and Local regulations.

As part of the development process, the Owner/Developer will implement Best Management Practices (BMPs) for Storm Water Management. The BMPs will dictate storm water management standards related to the attenuation of peak runoff and water quality.

G. Wetlands

Freshwater wetlands on the property are typical of coastal Georgia. Approximately 22 percent of the land area in Coastal Georgia above mean high water consists of jurisdictional and isolated freshwater wetlands. This project contains freshwater wetlands and lakes. The freshwater wetlands have been flagged and surveyed. A Wetlands Jurisdictional Determination (JD) was previously issued by the United States Army Corps of Engineers. This JD has expired and will have to be renewed before work can begin on the project. As a result of this re-authorization, the areas defined as uplands and wetlands are subject to change.

H. Water and Sewer Service

Water supply and wastewater collection for the project will be provided by the Brunswick-Glynn County Joint Water and Sewer Commission (BGJWSC). The details of this service, including the need to extend facilities to individual parcels within the project will be coordinated with the BGJWSC as the development plans for the project progress. These facilities will be constructed and connected to the existing utility systems owned and operated by the BGJWSC. The need, location, and design of all utility facilities will be coordinated with the BGJWSC at a later date. All required extensions of the water and sewer systems will be permitted with the Environmental Protection Division of the Department of Natural Resources.

I. Site Access and Traffic

Traffic is anticipated to enter and exit the site at SR99. Final driveway locations on SR99 will be coordinated with the Georgia Department of Transportation and will be coordinated with the plans for the widening of SR99. These plans will include the median breaks, left turn lanes, and right-turn storage lanes needed maintain both an acceptable level of service on SR99 and adequate access to the project. The developer will be responsible for designing and constructing the improvements needed for this access and the will be coordinated with and permitted by the County and the State as required.

J. Dedications to Glynn County

a. Dedication of Roads

The Owner/Developer will construct all roads within the project in accordance with Glynn County Standards.

b. Dedication of Water and Sewer Facilities

The proposed water and wastewater systems will be designed and constructed to BGJWSC Specifications. The Owner/Developer will coordinate custody transfer point with BGJWSC at the site plan or preliminary plat level.

K. Restrictive Covenants

Restrictive Covenants will be applied to project. The owner/developer will create and record the Restrictive Covenants prior to the sale of subdivided property.

L. Development Standards

Site development within the project will be controlled by the development standards that are established in Section 2 of this document. In the event of a conflict, the hierarchy of documents shall be this document and then the Glynn County Zoning Ordinance and Subdivision Regulations **that are in effect as of December 20, 2022.**

SECTION 2

LAND USE DESIGNATION, DEVELOPMENT STANDARDS, AND DEFINITIONS

A. Introduction

The proposed project will be developed in a mixture of commercial and residential uses as indicated on the Zoning Master Plan.

The Zoning Master Plan and Development Standards for project provide the flexibility to adapt the development plan as necessary to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters. Accordingly, the exact location of boundary lines between tracts, the location and size of land uses indicated within tracts and preliminary design concepts for each tract described herein shall be subject to change as phases of the Zoning Master Plan area are submitted for detailed development review over the life of the development. The maximum densities and other conditions of the project will be adhered to unless the zoning is changed as required by this document and the Glynn County Zoning Ordinance. All modifications to the Zoning Master Plan will be submitted to the County for Staff and Commission approval.

B. Allowed Land Uses and Development Standards

This following Common Area uses are allowed in all portions of the Golden Isles Gateway Exit 42 Parcel PD District:

- 1) Wetland Mitigation Banks
- 2) Environmental Education Areas
- 3) Community Recreation
- 4) Community Lakes and Parks
- 5) Roads and Utilities
- 6) Open Space

Development Standards for these uses shall be in conformance with the Glynn County Zoning Ordinance and shall require Site Plan approval.

The following land uses, as designated for each individual planning area, shall be permitted in the Golden Isles Gateway Exit 42 Parcel PD District. The purpose of this section of the PD document is to describe the land uses that are allowed within the individual planning areas of the PD district; however, allowing these land uses does not obligate the owner/developer to provide the uses or facilities stated herein. The development standards for each use are outlined below.

Parcel

This parcel will include land uses consistent with the following sections of the Glynn County Zoning Ordinance:

Permitted Commercial Uses:

- 1) Those allowed in Section 712 – General Commercial
- 2) Those allowed in Section 713 – Highway Commercial
- 3) Those allowed in Section 714 – Freeway Commercial
- 4) Recreational Vehicle Park on a minimum site of three acres, provided there is direct paved access to an arterial road. Maximum density is 15 units per gross acre and site plan approval by the Glynn County Planning Commission is required.

Permitted Residential Uses:

- 1) One-family dwelling (attached and detached)
- 2) Two-family Dwelling
- 3) Multi-Family Dwelling
- 4) Model Home/Sales Center
- 5) Recreation Vehicle/Boat Storage
- 6) Amenities
- 7) Those allowed in Section 706 – General Residential

Common Area uses as defined in this section are also allowed.

C. General Requirements

All uses permitted in the Golden Isled Gateway Exit 42 Parcel PD District shall conform to the following standards:

	One-family dwelling	Two-family dwelling	Multi-family dwelling	Commercial Uses
Lot Area	6,000 SF/DU	4,000 SF/DU	2000 SF/DU	6000 SF
Lot Width	60 feet	60 feet	Per approved plan	50 feet
Front Yard	20 feet	20 feet	30 feet	<i>Note 1</i>
Side Yard	<i>Note 2</i>	7 feet	15 feet	10 feet
Rear Yard	7 feet	7 feet	15 feet	10 feet
Height	35 feet	35 feet	45 feet	<i>Note 3</i>
Density	4 DU/Acre	8 DU/Acre	22 DU/Acre	Per approved plan

Note 1 - Front yard setbacks for commercial uses shall be 20 feet if measured from a frontage road and 30 feet if measured from SR99.

Note 2 - Side yard setback shall be 7 feet. 0 feet shall be allowed for patio homes on a site specific basis.

Note 3 - Building height shall be a maximum of 65 feet with the approval of the Glynn County Fire Marshall.

Off-street parking and loading

All uses in this district shall meet all standards set forth in Glynn County Zoning Ordinance - Article VI, pertaining to off-street parking, loading and other requirements.

Signs

Signs shall be permitted in this district as provided in the Glynn County Zoning Ordinance - Article VIII. Signs for commercial uses in Parcel P1 will conform to the requirements for Section 714 - Freeway Commercial. Residential signs shall conform to the appropriate section of the zoning ordinance based on the land use.

Site Plan Approval

All uses within this district shall be required to apply for Site Plan Approval and shall comply with Article VI, Section 619 of the Glynn County Zoning Ordinance, included herein as Appendix A.

D. Land Use Table

Overall Land Uses for the Golden Isles Gateway Exit 42 Parcel PD District shall not exceed the following:

Land Use	Total
Single Family Residential	<u>850</u> Dwelling Units
Multi-Family Residential	650 Dwelling Units
Commercial	<u>267.525</u> acres

E. Exceptions to the Glynn County Zoning Ordinance and Subdivision Regulations

The project is a planned **residential** and commercial development. The nature of the development and the creation of a PD – Planned Development District, provide the opportunity to modify certain portions of the development ordinance. This section details the changes to Glynn County Ordinances.

The format of this section is as follows: The section number and topic are shown with the proposed change shown *in italics*.

Glynn County Zoning Ordinance

Article V Sec. 505: “Lot Reduction Prohibited”

Proposed Land Uses have minimum lot size less than the Glynn County Zoning Ordinance minimum lot size.

Article V Sec. 506: “Yard Use Limitation”

Proposed Land Uses have narrower yards than required by the existing Glynn County Zoning Ordinance yard dimensions.

Subdivision Regulations of Glynn County, Georgia

Article VI Sec. 602.2-g: “Permanent Dead End Streets”

Dead Streets may exceed 1,200 LF per Glynn County Approval.

F. Definitions of Land Use Terms and Density Terms

1. In the absence of a term definition in this Zoning Master Plan, Article III-Section 302 “Definitions” of the Glynn County Zoning Ordinance included herein as an Appendix shall apply in the interpretation of this Zoning Master Plan. The locations of specific land uses are described on the Zoning Master Plan, and detailed by Land areas in this text.

2. Open Space

Total open space for the Golden Isles Gateway Exit 42 Parcel PD District shall be calculated for the boundary of the project and not on a site specific basis for each phase of the project. Open space and common areas are not specifically addressed on the Zoning Master Plan. The project contains freshwater wetlands under the Jurisdiction of the U.S. Army Corps of Engineers that will be included in all open space or common area assessments. Landscaping shall be introduced at entranceways, along major circulation routes, and within the passenger vehicle parking areas.

3. Roads

The project shall have roads designed to the standards of the Glynn County Zoning Ordinance and Subdivision Regulations. Roads indicated on the Zoning Master Plan are subject to modification at the time of Preliminary and Final Plat approval based on final lot layout, specific soil conditions, environmental concerns, physical constraints and design parameters.

4. Setbacks and Buffers

Setbacks and buffers shall meet the minimum requirement established herein and shall apply to the perimeter of the project only; provided, however, that any required wetlands and salt marsh jurisdictional setbacks shall apply according to law throughout the project. Setbacks and buffers internal to the project shall be established at the time Development Plan approval.

Except in those areas indicated on the Zoning Master Plan with an option of an undisturbed buffer, perimeter buffer standards shall comply with Section 613 of the Glynn County Zoning Ordinance, included herein as Appendix A.



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: S. Leif

ITEM TYPE: Rezoning

AGENDA SECTION: PUBLIC HEARING - LAND USE

AGENDA LANGUAGE: ZM5334 – Billboard Use: Consideration of an application to rezone a portion of parcel 02-00867 from the Forest Agricultural (FA) zoning district to the Freeway Commercial (FC) zoning district to allow for a billboard. Eric Taylor, Cumberland Land Surveyors, agent for Phillip Monson, Southern Vending, owner. (S. Leif) (7-0)

BACKGROUND: At its meeting of January 10, 2023, the Mainland Planning Commission unanimously recommended to the Board of Commissioners approval of ZM5229 with a limitation that no development except for billboards shall be allowed, unless the owner gains legal access from the southern property line.

ATTACHMENTS:
[2_ZM5334 Packet BOC.pdf](#)



A Golden Past.
A Shining Future.

COMMUNITY DEVELOPMENT DEPARTMENT
Planning and Zoning Division
1725 Reynolds Street, Suite 200, Brunswick, GA 31520
Phone: 912-554-7428/Fax: 1-888-252-3726

BOARD OF COMMISSIONERS STAFF REPORT

MEETING DATE: January 19, 2023

Application Type	Zoning Map Amendment (Rezoning)
Case Number	ZM5334
Applicant	Eric Taylor, Cumberland Land Surveyors, agent for Phillip Monson, Southern Vending, owner
Name of Project	Billboard use
Property Address	0 FANCY BLUFF RD
Parcel ID	02-00867
Area of Property	3.49 acres
Existing Zoning	Freeway Commercial (FC) and Forest Agriculture (FA)
Existing Land Use	Vacant and Existing Mobile Home
Proposed Zoning	Freeway Commercial (FC)
Proposed Land Use	Billboard
Comp Plan – Future Land Use Map	Commercial
Comp Plan – Character Area Map	Community Gateway/Southwest Glynn

GENERAL INFORMATION:

BACKGROUND:

- The applicant is requesting to rezone approximately 2 acres from Forest Agriculture (FA) to Freeway Commercial (FC) to allow for a billboard.
- Parcel 02-00867 is vacant.
- The parcel is split zoned into FC and FA

Noticing Requirements: A public hearing notice was published in *The Brunswick News* on December 21, 2022 and mailed to property owners within 200 feet of the subject property, and a sign posted on the subject property parcel on December 19, 2022.

FINDINGS:

In conformance with Section 1103 of the Glynn County Zoning Ordinance, the following factors are to be considered in making a decision on a request for rezoning: (Staff's comment is shown in bold)

1. Whether the zoning decision will permit a use that is suitable in view of the use and development of adjacent and nearby property. **The proposal is for additional commercial expansion along the I-95 corridor for billboard use. A portion of the property is already zoned freeway commercial, and the remainder of the property is proposed to be changed to (FC).**
2. Whether the zoning decision will adversely affect the existing use or usability of adjacent or nearby property.
A change in zoning will not adversely affect the land use of surrounding properties.
3. Whether the property to be affected by the zoning decision has a reasonable economic use as currently zoned.
A billboard is a reasonable economic use as currently zoned.
4. Whether the zoning decision will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
The proposed rezone is not excessive, however, a large portion of the proposed rezoning of is unavailable for the use of a billboard due to the proximity of a residence within 300'.
5. Whether the zoning decision is in conformity with the policy and intent of the Comprehensive Land Use Plan.
Exit 29 has transient uses associated with the trucking industry that are in conflict with the surrounding residential and public institutional uses.

FUTURE LAND USE MAP:

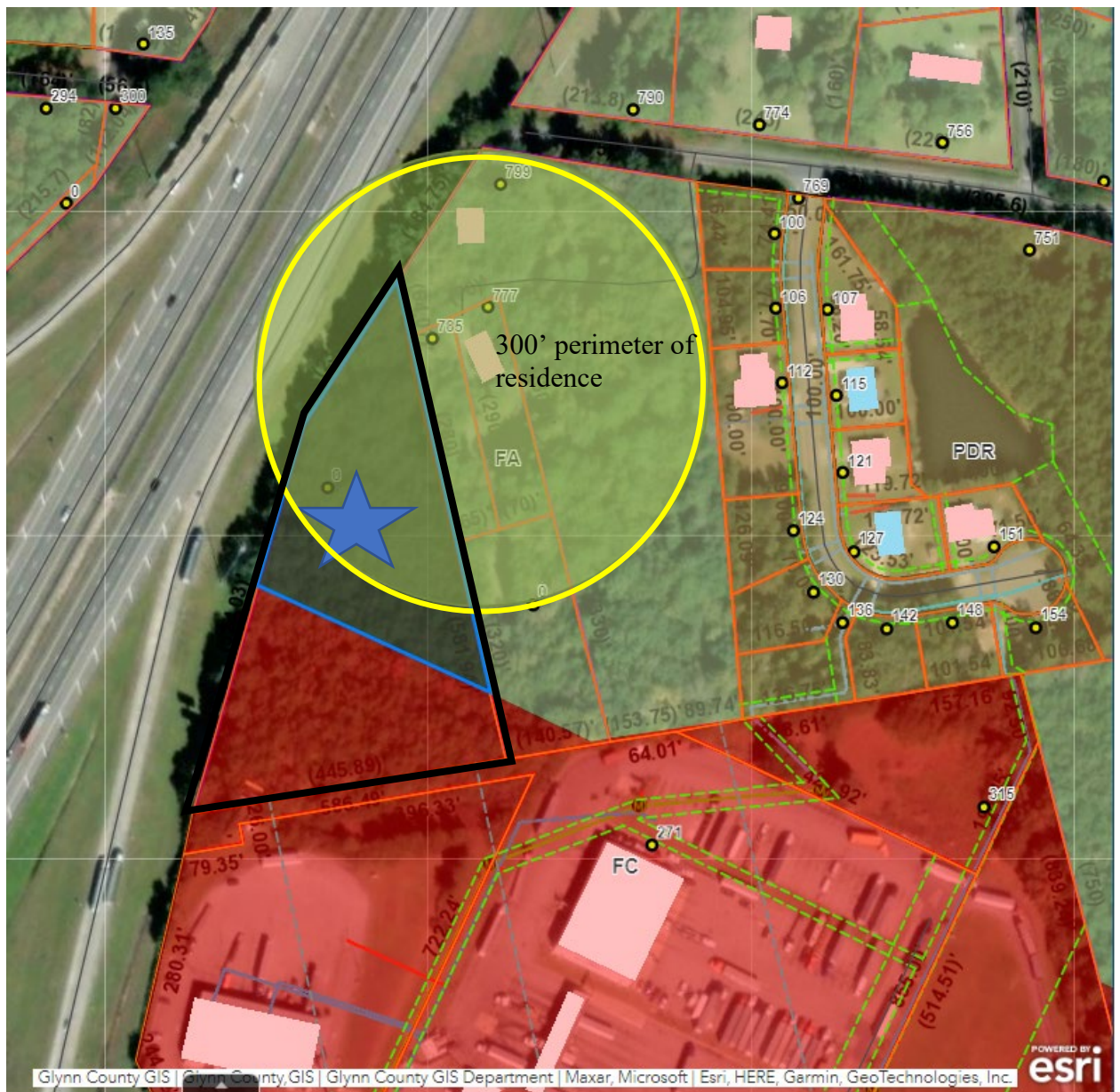
Development Strategies

Focus on appearance with consistently themed signage, landscaping and other beautification measures.

Manage access to keep traffic flowing.

Use directory signage that is consistent with the Gateways signage theme.

Develop a plan for each gateway to encourage the redevelopment of blighted properties, plan for signage and other beautification measures, to reduce the conflict between heavy commercial uses and surrounding neighborhoods, and to provide a transition between commercial and industrial uses.



The Character Map in the 2018 comprehensive plan indicates the property is in the “Community Gateway” character area. The following excerpt from the character area narrative (2018 Comprehensive Plan, pp. 57-59) explains the intent for land use in this area:

CHARACTER AREA:

Separate and buffer transient uses associated with truck traffic and Exit 29. Reduce impacts of truck traffic on surrounding development.

Allow for residential development that offers a mix of housing types (single family homes, town homes, live/work units, and apartments), densities and prices in the same development.

Ensure that new development does not adversely impact sensitive natural features of this area.

Place restrictions on the number, design and size of signs and billboards.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval or disapproval of the zoning decision.

No known changing conditions.

7. For a zoning decision involving the grant of a special use or conditional use permit, the Planning Commission shall include comments on those matters identified in Section 904.3 of the Zoning Ordinance.

Not applicable.

8. Such other matters as the Planning Commission deems relevant.

The Planning Commission can determine if other matters should be considered in relation to the application.

PLANNING COMMISSION ACTION

At its meeting of January 10, 2023, the Mainland Planning Commission unanimously recommended to the Board of Commissioners approval of ZM5229 with limitations of no development except for billboards shall be allowed under the zoning, unless the owner gains legal access to the property from the Freeway Commercial (FC) side of the property and no access to the residential side.

BOARD OF COMMISSIONERS POSSIBLE ACTIONS

Pursuant to Section 1107 of the Glynn County Zoning Ordinance, the Board of Commissioners shall take one of the following formal actions:

- (i) Approve the proposed zoning decision;
- (ii) Approve the proposed zoning decision as initially submitted by the applicant;
- (iii) Approve the proposed zoning decision with modifications or conditions;
- (iv) Continue the hearing to a later date;
- (v) Remand the application back to the Planning Commission; or,

(vi) Deny the proposed zoning decision.

ATTACHMENTS

1. Staff Report
2. Aerial/Zoning Map
3. Review History
4. Application
5. Proposed Master Plan



GLYNN COUNTY COMMUNITY DEVELOPMENT
REVIEW HISTORY for ZM5334 Parcel 02-00867 - Billboard Use
as of 01/11/2023 10:49 am

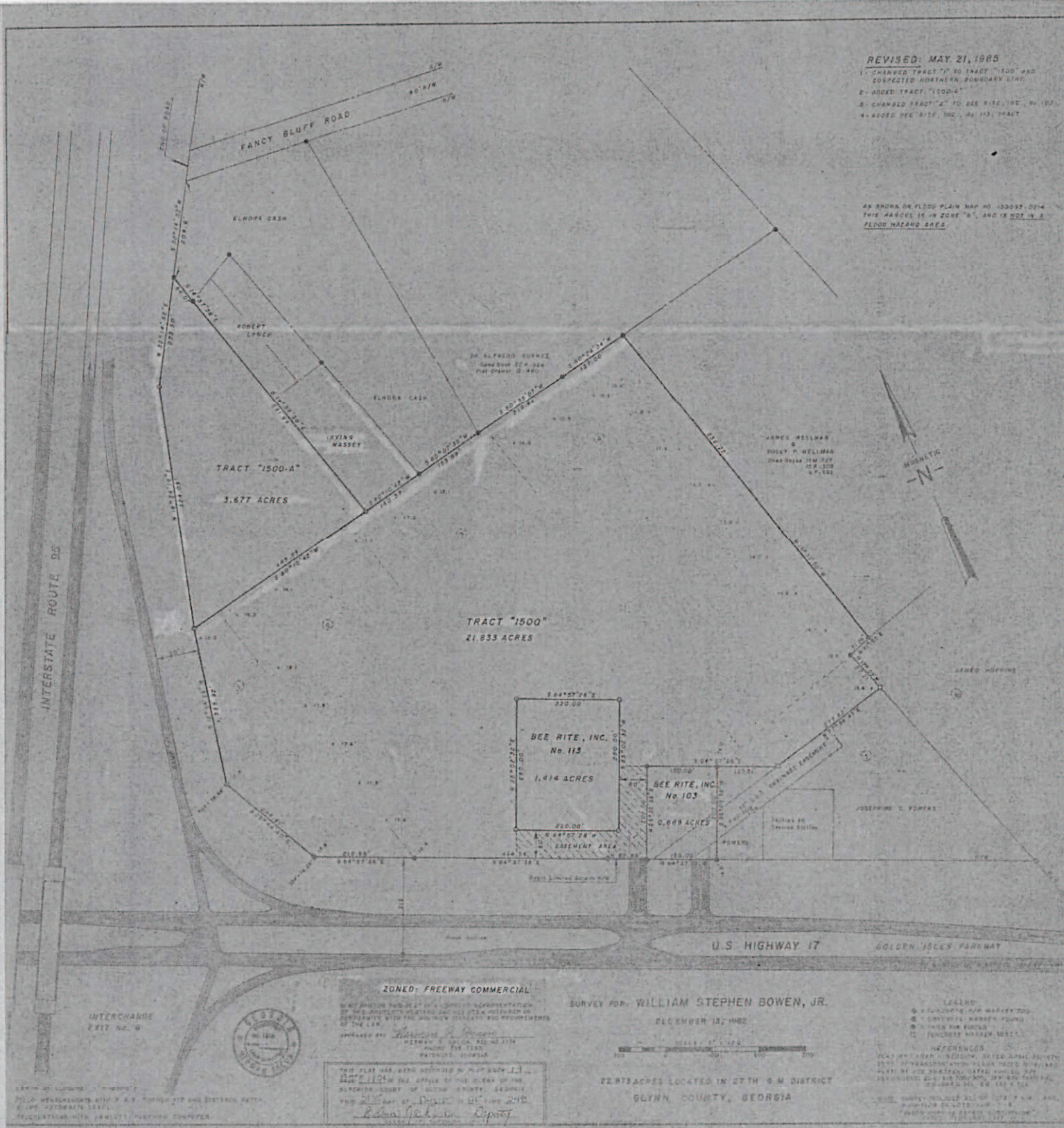
Review	#	Assigned To	Result	Result By	Completed
33011 Planners Pre-Review	1	Carroll	Compliant	Carroll	12/06/2022
33042 Resubmit	1	Leif	Compliant	Carroll	12/08/2022
33037 Drainage	1	Vicent	Not Applicable	Vicent	12/12/2022
33032 Engineering	1	Culbreath	Not Applicable	Culbreath	12/15/2022
33036 Environmental Health	1	Gober	Not Applicable	Gober	12/14/2022
33033 Fire Department	1		Not Applicable	Knighten	12/07/2022
33038 GIS Address	1		Compliant		12/07/2022
33039 GIS Mapping	1	Proper	NOT Compliant	Proper	12/08/2022
ZM5334 does not have the first sheet of the application. Please submit. This project has been entered in the data base.					
33041 GIS Mapping	2	Proper	Compliant	Proper	12/08/2022
This project is compliant with the additional information submitted on 12-08-22.					
33031 JWSC	1	Cornely	Not Applicable	Cornely	12/07/2022
No impact to JWSC services					
33034 Planning and Zoning	1	Cary	Need More Time	Cary	12/14/2022
33129 Planning and Zoning	2	Cary	Compliant	Cary	12/16/2022
33035 Traffic	1		Not Applicable		12/09/2022

Number of Reviews **13**

REVISED: MAY 21, 1985

1. CHANGED TRACT "7" TO TRACT "1500" AND SUSPECTED NORTHERN BOUNDARY LINE
2. ADDED TRACT "1500-A"
3. CHANGED TRACT "2" TO BEE RITE, INC. NO. 103
4. ADDED BEE RITE, INC. NO. 113 TRACT

AS SHOWN ON FLOOD PLAIN MAP NO. 130097-D014
THIS PARCEL IS IN ZONE "B", AND IS NOT IN A
FLOOD HAZARD AREA.



19/1124

Section 714. FC Freeway Commercial District.

714.1 *Intent of District.* It is the intent of this Section that the FC Freeway Commercial District be developed and reserved for businesses and specified public and semi-public uses serving the primary needs of limited access highway facility users. The regulations which apply within this district are designed to: 1) discourage the unwarranted overloading of interchanges and interchange feeder routes with traffic by restricting uses largely to those businesses serving the primary needs of the traveling public; 2) encourage safe, rapid, and efficient traffic movement on or near interchange facilities by appropriate spacing of uses and their access facilities; 3) encourage the development of attractive entrances to the urban areas; and 4) protect the vested community interest in these interchanges as community "front doors" by discouraging encroachment by premature or inappropriate mixtures of land use debilitating to their special character.

714.2 *Permitted Uses.* The following uses shall be permitted in any FC Zoning District:

- 1) Amusement or entertainment facility.
- 2) Automobile service station provided that:
 - a) All pumps are setback at least 15 feet from the right-of-way line of any street; and
 - b) Paved parking and/or service areas are separated from adjoining residential properties by a suitable planting screen, fence, or wall at least six feet in height above finished grade.
- 3) Office building.
- 4) Drinking establishments, provided a site plan is approved by the Planning Commission which includes parking, lighting and noise control. The plan shall also show any residential property with 500 feet of the proposed location.
- 5) Commercial parking lot.
- 6) Restaurants.
- 7) Repair garage.
- 8) Motel or hotel, along with its customary accessory personal service uses and retail uses as well as accessory swimming pools, putting green, auditoriums, and exhibition halls, provided all accessory uses are designed as integral parts of the principal use building or building complex.
- 9) Outdoor advertising sign.
- 10) Public park or private commercial recreational area.
- 11) Vehicle and boats sales and service.
- 12) Retail business serving the needs of tourists and the traveling public.

Specifically permitted are:

 - a) Antique store.
 - b) Book, magazine or newspaper shop.
 - c) Candy or confectionery shop.
 - d) Drug store or pharmacy.
 - e) Florist.
 - f) Fruit, nut or vegetable shop.
 - g) Gift or curio shop.

-
- h) Grocery store.
 - i) Beer, wine and/or package liquor store.
 - j) Photographic or camera supply store.
 - k) Sporting goods store.
 - l) Travel agency and related services.
 - m) Outlet store.
- 13) Accessory use in compliance with the provisions of Section 609.
 - 14) Telecommunications Facilities - provided the requirements of Article XIV Telecommunications Facilities Ordinance are met.

714.3 Conditional Uses. The following uses may be permitted on a conditional basis in any FC Zoning District, subject to the conditions set forth in Section 714.4 as well as the conditions set forth in Section 904:

- 1) Recreational Vehicle Park on a minimum site of three acres, provided there is direct paved access to an arterial road. Maximum density is 15 units per acre and site plan approval by the Glynn County Planning Commission is required.
- 2) Mixed Retail and Wholesale Printing Operations, provided that:
 - a) The business employs no more than 15 persons at the site location; and
 - b) That parking be provided based on the retail gross floor area, plus one space for each employee.

Special Uses.

- 1) Flea Market/Farmers Market, meeting the following requirements:
 - a) Lot size of three acres or more;
 - b) All sales area to be under roof or in permanently designated sales area;
 - c) Customer parking shall be provided at a rate of one space for each 200 square feet of sales area;
 - d) All customer access drives shall require paving with actual parking spaces surfaced with shell, gravel or other suitable dust-free material meeting the approval of the Building Official;
 - e) Protective screening will be required at all property lines to visibly separate this use from any adjoining property. This buffer to consist of either a six-foot fence or a six-foot planting screen, meeting the approval of the Building Official. Said buffer to be installed prior to a final inspection or occupancy certificate being issued;
 - f) Other conditions determined by the County Commission to satisfy the requirements of Section 904.3.

714.4 Other Requirements. Unless otherwise specified elsewhere in this ordinance, uses in FC Zoning Districts shall be required to conform to the following standards:

- 1) All lights or lighting arrangements used shall be directed away from adjoining or nearby residential properties.
- 2) A landscaped planting strip at least ten feet in width shall be provided and maintained along the front property line between the principal use or structures and any adjoining major street or frontage road.
- 3) Curb cuts, access points and other means of vehicular ingress and egress to and from private property shall be regulated in accordance with the requirements as set forth in Section 614.

-
- 4) *Minimum Lot Area:*
6,000 square feet.
 - 5) *Minimum Lot Width:*
60 feet.
 - 6) *Minimum Front Yard:*
20 feet, if measured from frontage road.
70 feet, if measured from major street.
 - 7) *Minimum Side Yard:*
Ten feet from each side.
For side yard requirements pertaining to corner lots, see Article VI, Section 604.
 - 8) *Minimum Rear Yard:*
20 feet.
 - 9) *Maximum Building Height:*
35 feet.
60 feet subject to the approval of the Fire Chief and/or State Fire Marshall.
For exceptions to height regulations, see Article VI, Section 617.
 - 10) *Off-Street Parking:*
Uses permitted in FC Zoning Districts, shall meet all standards set forth in Article VI, pertaining to off-street parking, loading and other requirements.
 - 11) *Signs:*
Signs permitted in FC Zoning Districts, including the conditions under which they may be located, are set forth in Article VIII.

Section 704. - FA Forest Agricultural District.

704.1 *Intent of District.* It is the intent of this Section that the FA Zoning District be utilized and reserved for general farming and tree growing purposes as well as certain specialized recreational and other public purposes. The regulations which apply within this district are designed to:

- 1) Encourage the formation and continuance of a compatible environment for public and recreational areas, truck farms, orchards, livestock ranches, dairies, forest management areas, horticultural nurseries and other agricultural uses which involve the growing of crops, livestock and animals and/or trees; and
- 2) Discourage any encroachment by premature housing developments, scattered commercial and/or industrial operations, or other uses capable of adversely affecting the basic agricultural or open character of the district.

704.2 *Permitted Uses.* The following uses shall be permitted in any FA Zoning District:

- 1) Wildlife refuge, including caretaker's residence.
- 2) Farm or establishment for the growing, care and handling of field crops, truck gardening products, fruit and/or nut trees, poultry, and/or animals and livestock.
- 3) Tree farm and/or forest management area.
- 4) Horticultural nursery.
- 5) Church, synagogue, temple or other place of worship.
- 6) Private or semi-private club, lodge, grange, union hall or social center.
- 7) Animal hospital and/or boarding facility.
- 8) Any government owned or operated use, building, facility or land.
- 9) Eleemosynary, religious, semi-public or philanthropic institution or camp.
- 10) Golf course.
- 11) One-family dwelling located on a zoning lot containing not less than 20,000 square feet of land.
- 12) Mobile home located on a zoning lot containing not less than 20,000 square feet of land. Tie-downs and skirting required, in conformance with Section 302. Definitions - Skirting.
- 13) Accessory use in compliance with the provisions of Section 609.
- 14) Dredging, landfill or the excavation of natural materials.
- 15) Radio and television station or transmission towers.
- 16) Customary home occupation established under the regulations of Section 608.
- 17) Stand or shelter for the selling and/or display of seasonal agricultural produce provided that all setback and yard requirements are maintained and at least four off-street parking spaces are provided and suitably maintained.
- 18) Public or private care homes, provided such facilities conform with the requirements of the Georgia State Board of Health and the County Fire Chief. Plans for such facilities shall receive the written approval of the Glynn County Board of Health prior to the issuance of any permits for construction and operation, copies of such approval to be attached to the building permit and to be retained in the files of the County Building Official. Plans shall conform to the provisions of Subsection 724.3 pertaining to Care Homes.

- 19) Cemetery, provided that such use:
 - a) Consists of a site of at least five acres;
 - b) Has a ten-foot planted buffer strip around its entire perimeter which is kept free of any use except access;
 - c) Includes no crematorium or dwelling unit other than for a caretaker;
 - d) Has a front yard setback of at least 70 feet from the centerline of abutting streets or ten feet from abutting street right-of-way lines, which ever is further; and
 - e) Maintains a non-illuminated sign no greater than 30 square feet and ten feet in height.
- 20) Temporary use in compliance with the provisions of Section 905.
- 21) Private child care center, kindergarten or pre-school nursery, provided that:
 - a) Buildings or structures shall have a minimum of 35 square feet per child of useable space within the building;
 - b) Outdoor play areas shall have a minimum of 100 square feet per child and a fence four feet high;
 - c) All facilities shall meet state and local requirements and codes for the operation of child care centers; and
 - d) The plans for such facilities shall receive the written approval of the Georgia Department of Human Resources and the County Fire Chief prior to the issuance of any permits for construction and operation, copies of such approval to be attached to the building permit and to be retained in the files of the Building Official.
- 22) Telecommunications Facilities, provided the requirements of Article XIV Telecommunications Facilities Ordinance are met.

704.3 *Conditional Uses*. The following uses may be permitted on a conditional basis in any FA Zoning District:

- 1) Public utility installation, sub-station or other essential service, provided that:
 - a) The use is enclosed by a painted or chain linked fence or wall at least six feet in height above finished grade;
 - b) There is no storage of vehicles or equipment on the premises; and
 - c) A landscaped strip not less than five feet in width is planted and suitably maintained.
- 2) Commercial riding stable provided that:
 - a) Such use is located on a zoning lot of not less than two acres; and
 - b) No building or enclosure for animals is located closer than 100 feet from any property line.
- 3) Two-family dwelling located on a zoning lot not less than 40,000 square feet of land, provided that such use is not part of a development or subdivision in single ownership.
- 4) Industrialized Dwelling, provided:
 - a) The home is installed on a permanent foundation consisting of a concrete slab, pilings or piers, or masonry, and comparable in composition, appearance, and durability to the exterior siding commonly used in conventional residential construction with venting adequate to meet Federal Emergency Management Agency (FEMA) requirements;
 - b) The structure bears a DCA insignia; and

- c) No industrialized dwelling may be installed in the St. Simons Village Preservation District as outlined in Section 709.

Special Uses.

- 1) Community fairground, stadium, go-kart, race track or any place of large public assembly provided that such is located on a site of not less than five acres.
- 2) Mobile home in a FA District on a two-year basis, at the discretion of the County Commission, when a documented medical hardship exists, provided such use meets all other requirements of 704.4 except subsection (2) and (3). The applicant for the Medical Hardship shall also provide the following:
 - a) A property owner's statement describing the need, identifying the person requiring medical care and the person to provide the care, and relationship of the persons to reside in the mobile home.
 - b) A certificate of need and necessity filled out and signed by a medical doctor, describing the medical problem(s), and offering a professional opinion of need.

Application procedure shall be the same as that for zoning decisions pursuant to Article XI. If the medical hardship ceases to exist during the initial term, or any renewal term, of the special use permit; the special use permit shall expire and the mobile home shall be removed from the property. The rental of the mobile home shall be prohibited. The special use permit may be renewed for one additional two-year period provided that the applicant presents to the Community Development Director a new certificate of need demonstrating that the medical hardship still exists.

704.4 *Other Requirements.* Unless otherwise specified elsewhere in this ordinance, uses permitted in FA Zoning Districts shall be required to conform to the following standards:

- 1) *Minimum Lot Area:*
20,000 square feet.
- 2) *Minimum Land Area Per Dwelling Unit:*
20,000 square feet.
- 3) *Maximum Dwelling Units Per Net Acre:*
Two.
- 4) *Minimum Lot Width:*
100 feet.
- 5) *Minimum Front Yard Depth:*
20 feet.
- 6) *Minimum Side Yard:*
Seven feet from each side.
For side yard requirements pertaining to corner lots, see Article VI, Section 604.
- 7) *Minimum Rear Yard:*
Seven feet.
- 8) *Maximum Building Height:*
60 feet
For exceptions to height regulations, see Article VI, Section 617.

9) *Off-Street Parking:*

Uses permitted in FA Zoning Districts shall meet the standards set forth in Article VI, pertaining to off-street loading and other requirements.

10) *Signs:*

Signs permitted in FA Zoning Districts, including the conditions under which they may be located, are set forth in Article VIII.

- 11) Notwithstanding any other provision of this Section, areas of the Forest Agricultural Zoning Districts that are located on St. Simons Island shall be subject to all conditions concerning lot size and density set forth in Section 802(e) of the Glynn County Subdivision Regulations.

(O-2007-08, 5/3/07; O-2009-07, 11/19/09)



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: S. Leif

ITEM TYPE: Land Use

AGENDA SECTION: GENERAL BUSINESS

AGENDA LANGUAGE: Consider approving a reimbursement of the \$1,000 site plan application fee for Marshes of Glynn Baptist Church for a site plan approval application (case number SP5270) for an addition to the church located at 3780 Highway 82 (parcel 03-13597). (S. Leif)

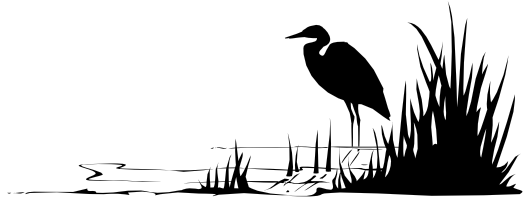
BACKGROUND: The applicant is requesting reimbursement of the \$1,000 application fee paid by the Marshes of Glynn Baptist Church for a site plan approval application (case number SP5270) for an addition to the church located at 3780 Highway 82 (parcel 03-13597). In order to process the application, an application fee must be submitted to the County. The Mainland Planning Commission approved the site plan application on December 6, 2022. County staff communicated to the applicant that the fee is required for submittal, but they can submit a request to the Board of Commissioners for consideration of a reimbursement. The applicant is seeking to have the fee reimbursed, and attached is a letter from Marshes of Glynn Baptist Church outlining the request.

Possible Motions:

1. I move to deny the fee reimbursement request of \$1,000 for Marshes of Glynn Baptist Church (case number SP5270); or,
2. I move to approve the fee reimbursement request of \$1,000 for Marshes of Glynn Baptist Church (case number SP5270)

ATTACHMENTS:

[Marshes of Glynn Baptist Reimb_Redacted.pdf](#)



**Marshes of Glynn Baptist Church
3780 U.S. Highway 82
Brunswick, GA 31523
912-261-9014**

January 10, 2023

To Glynn County:

Our church was on the County Commission Meeting docket in December for approval to proceed on building a new worship center on our property. We were told the \$1,000 we paid through our surveyor, Shupe, to get on the docket would be reimbursed by the county once the request was approved. We did receive approval and are now requesting the reimbursement.

Commissioner Sammy Tostensen said to direct this request to you for reimbursement. If this needs to be forwarded some where else or if other steps are needed, please let us know.

Sincerely,

Darrell Joiner, Pastor
(912-██████████)



Item Cover Page

GLYNN COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 19, 2023

SPONSOR: W. Fallon

ITEM TYPE: Appointment

AGENDA SECTION: GENERAL BUSINESS

AGENDA LANGUAGE: Consider appointing citizens to serve on the 2023 Comprehensive Plan Stakeholder Committee. (W. Fallon)

BACKGROUND: The Rules and Regulations of the State of Georgia require a jurisdiction undergoing a comprehensive plan update to compile a list of stakeholders who need to have a voice in the development of the plan. Members of the governing authority must be included among the selected stakeholders and be actively involved in plan preparation. In addition to elected officials, the Department of Community Affairs recommends that the stakeholder committee include representatives of a variety of different public, business and nonprofit interests within the jurisdiction.

State law does not establish a minimum number of individuals that must serve on the committee.

The terms begin immediately and will expire on October 31, 2023.

The nominees are:

Name	Representing
Jones Hooks	Jekyll Island Authority

Bill Austin	Economic Development Authority
Erin Vaughn	Golden Isles Assoc. of Realtors
Lance Sabbe	Forward Brunswick
Walter Rafolski	BATS/Commissioner
Andrew Burroughs	Brunswick/Glynn JWSC
Robert Ussery	Island Planning Commission
Sherrye Gibbs	Mainland Planning Commission
Tony Robinson	Glynn Environmental Coalition
Ken Durand	Weyerhaeuser Company
Ralph Staffins	Chamber of Commerce
Sam McPherson	Rep. of Local Agricultural Interest
Jamie McCurry	Georgia Port Authority
Eaddy Sams	Board of Education
Darren West	Glynn County Resident
George Ragsdale	Glynn County Resident
Lerica Harris	Glynn County Resident
Josiah "Jazz" Watts	Glynn County Resident

ATTACHMENTS: