(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Effingham County Georgia
Board of Commissioners

August 16, 2022 – 5:00 PM
Effingham County Administrative Complex
804 South Laurel Street, Springfield GA 31329

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

"Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons."

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Watch us live on our YouTube page:

https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk3OUQ

I. **Call to Order**

II. **Roll Call**

III. **Invocation**

IV. **Pledge to the American Flag**

V. **Agenda Approval** - Consideration of a resolution to approve the agenda

VI. **Minutes -** Consideration to approve the August 2, 2022 work session and regular commission meeting minutes

VII. **Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak

VIII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website

IX. **Appearance - 5:15 pm**

Pastor Delmons White to discuss speeding on Old Augusta Road

X. **Consent Agenda -** This section shall include all routine items for which there will be no discussion. Should a need arise for a debate the item can be moved to the appropriate area of the agenda

1. **[2022-468 Agreement]**

   Consideration to approve the Georgia Indigent Defense Services Agreement for FY23

2. **[2022- 469] Resolution**

Consideration to approve Resolution# 022-035 transmitting the FY2022 Capital Improvement Element (CIE) annual update to the Coastal Regional Commission and the Department of Community Affairs for review

3. **[2022-470] Letter**

Consideration to approve an Audit Engagement Letter with Lanier, Deal & Proctor for audit services for fiscal year ended June 30, 2022

4. **[2022 - 471] Forms**

Consideration to approve the ACCG Safety Discount Forms

5. **[2022- 472 Job Descriptions]**

Consideration to approve five (5) Job Descriptions for various departments

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

1. **[2022-429 Agreement]** *Eric Larson*

Consideration to approve a Water & Sewer Agreement and Lease agreement with Effingham County Industrial Authority and Savannah Industrial Development, LLC *(on behalf of OmniTrax / Broe Real Estate Group)* for construction and operation of a wastewater sprayfield at the Savannah Gateway Industrial Hub (SGIH) park on McCall Road and Hodgeville Road *(postponed 08/02/2022)*

2. **[2022-450 Second Reading]**

Consideration to approve the Second Reading of an application by **David D. Smith** as Agent for **Effingham County Industrial Development Authority** to **rezone** 6.96 acres located on Old River Road from **B-2** to **B-3** to allow for the development of a fueling station and convenience store **Map# 330 Parcel# 46** in the First District *(postponed 08/02/2022)*

3. **[2022-466 Second Reading]**

Consideration to approve the Second Reading of an application by **Stature Investments** as Agent for **Joye Polk, et al.,** for a **variance** located on Old Augusta Road to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses, zoned **AR-1**, proposed zoning **I-1**. **Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10** in the Fifth District *(postponed 08/02/2022)*

XII. New Business

1. **[2022-473 Permit]** *Teresa Concannon*

Consideration to approve an Assemblage Permit for Melissa Reagan of Madrac Farms to hold a pumpkin patch, corn maze, hayrides, corn pit slide, playground, and vendors event on five weekends in October, from 9am - 11pm, on Ralph Rahn Road. **Map #411 Parcels #19A, 19B, 24** in the Fourth District

2. **[2022-474 Annexation]** *Stephanie Johnson*

Consideration to approve a petition for Annexation from the City of Springfield related to a property located at 400 Governor Treutlen Drive Map# 429A Parcel# 1D

3. **[2022-475 Agreement]** *Clint Hodges*

   Consideration to approve an Agreement with Fire-Dex, LLC for turnout equipment rental for the fire department

4. **[2022-476 Contract]** *Eric Larson*

   Consideration to approve a Contract to provide engineering services for the Local Maintenance Improvement Grant (LMIG) 2023 construction project

5. **[2022-477 Agreement]** *Eric Larson*

   Consideration to approve a Utility Easement Agreement between the Board of Commissioners and Francis Manion Durkin Jr. and Karen K. Durkin for drainage on McCall Road north of the Blue Jay Road intersection

6. **[2022-478 Change Order]** *Eric Larson*

   Consideration to approve a Change Order# 1 with POND Co. to add additional field work for data collection on the Stormwater Master Plan

7. **[2022-479 Agreement]** *Alison Bruton*

   Consideration to approve Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

8. **[2022-480 Contract]** *Alison Bruton*

   Consideration to approve Contract 22-07-001 with Stage Front for the A/V Systems Upgrade for the Effingham County Courthouse

9. **[2022- 481 Resolution]** *Mark Barnes*

   Consideration to approve Resolution# 022-036 to amend the Schedule of Fees related to fire fees

10. **[2022- 482 Resolution]** *Mark Barnes*

    Consideration to approve Resolution# 022-037 to adopt the Fire Fees for year 2022

11. **[2022- 483 Resolution]** *Mark Barnes*

    Consideration to approve Resolution# 022-038 to adopt the sanitation fees for year 2022

12. **[2022-484 Resolution]** *Mark Barnes*

    Consideration to approve Resolution# 022-039 to amend the fiscal year 2023 budget

13. **[2022- 485 Form]**

    Consideration to approve the final Certificate of Distribution related to the Local Option Sales Tax disbursement between the county and its municipalities

XIII. Reports from Commissioners & Administrative Staff

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

XV. Executive Session Minutes - No executive session was held, no minutes to be approved.

XVI. Adjournment

Staff Report

Subject: Georgia Indigent Defense Services Agreement for FY23
Author: Alison Bruton, Purchasing Agent
Department:
Meeting Date: August 16, 2022
Item Description: Approval of Georgia Indigent Defense Services Agreement for FY23

Summary Recommendation: Staff recommends approval of the Georgia Indigent Defense Services Agreement for FY23. The Ogeechee Public Defenders Office has been providing indigent defense services to Effingham County for several years. The County is required to provide indigent defense services and the Ogeechee Public Defender's Office was established for the purpose of providing these services.

Executive Summary/Background:

- O.C.G.A § 17-12-23 (d) states "A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state".
- Under this agreement the County shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.
- The complete cost for the agreement is $761,619.72 in salary and administrative costs and $116,408.00 for annual office maintenance.
- Effingham County's share (32%) of this year's annual agreement for personnel expenditures is $243,718.31 paid in monthly installments of $20,309.86.
- Effingham County share (32%) of this year's annual agreement for operating expenses is $37,250.56 paid in monthly installments of $3,104.22.
- This agreement can be terminated due to non-availability of funds, for cause (after a 30-day cure period) or convenience (60 days).
- This agreement begins on July 1, 2022 and expires June 30, 2023 and has been reviewed and approved by the County Attorney.

Alternatives for Commission to Consider

1. Board approval and execution of the contract for Public Defender Services for FY23.
2. Do not approve and execute the contract for Public Defender Services for FY23.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Purchase, Finance
Funding Source: FY23 Budget
Attachments: Georgia Indigent Defense Services Agreement for FY23

GEORGIA PUBLIC DEFENDER COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into the 1st day of July, 2022, between the Circuit Public Defender Office of the Ogeechee Judicial Circuit (herein referred to as "**the Public Defender Office**"), and the governing authority of **Effingham County,** a body politic and a subdivision of the State of Georgia (herein referred to as "**the County")** and is effective July 1, 2022.

WITNESSETH:

WHEREAS, the Public Defender Office, and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended;

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

> A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-24 provides as follows:

> The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

> A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by Georgia Public Defender Council. This system and this agreement include the following:

1) The provision by the Public Defender Office of the statutorily required services to the County;
2) The payment for additional personnel and services by the County;
3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
4) Travel advances and reimbursement of expenses; and
5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ogeechee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

1) Cases prosecuted in the Superior Court of Effingham County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
2) Hearings in the Superior Court of Effingham County on a revocation of probation;
3) Cases prosecuted in the Juvenile Court of Effingham County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 7% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the County in the discretion of the Georgia Public Defender Council. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel shall serve at the pleasure of the Ogeechee Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender

Office in the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF ITS PRO RATA SHRE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office Expenses. The County agrees to pay its pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in Attachment B. The County agrees to the payment terms. Attachment B is incorporated into this agreement by reference.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months beginning July 1, 2021 and ending June 30, 2022.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2022 or fiscal year 2023 planned budget if that budget has already been developed) for indigent defense as part of this support each county agrees to provide space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (herein after collectively referred to as "part") of this agreement that is judged, held,

found, or declared to voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction.

(a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ogeechee Judicial Circuit:

Renata Newbill-Jallow
Circuit Public Defender
Post Office Box 86
Statesboro, GA 30459

Governing Authority of Effingham County:

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

Georgia Public Defender Council

Omotayo Alli, Executive Director
104 Marietta Street, Suite 400
Atlanta, GA 30303

Section 5.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letter or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination.

(a) Due to non-availability of funds. In the event that either the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the occurrence of the reduction in county funds by the person named in Section 5.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement, "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection of the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

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

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (a).

Section 5.08 Cooperation in transition of services.

(a) During or at the end of the agreement. The Public Defender Office agrees upon suspension, termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the county acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the suspension, termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement suspension, termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement,

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

CIRCUIT PUBLIC DEFENDER OFFICE
OGEECHEE JUDICIAL CIRCUIT

By: _____(SEAL)
Signature

Renata Newbill-Jallow
Name

Circuit Public Defender

ATTEST:

_____(SEAL)

NOTARY PUBLIC SEAL BULLOCH CO., GA
SHANNON SOLES
Notary Public
STATE OF GEORGIA
My Comm. Exp.
8-16-2024

ATTEST:

_____(SEAL)

EFFINGHAM COUNTY

By: _____(SEAL)
Signature

_____
Name

_____
Title

ATTEST:

_____(SEAL)

APPROVED AND CONSENTED TO:

GEORGIA PUBLIC DEFENDER COUNCIL

BY: _____(SEAL)
Signature
Director

Ogeechee Judicial Circuit

ATTACHMENT A – Personnel & Operating Expenditures

Effingham County

July 1, 2022 – June 30, 2023

The County agrees to pay the Public Defender Office **$243,718.31** in 12 monthly installments of **$20,309.86**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2022. Invoices will be sent to the following address:

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

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

Office Maintenance installments, in the amount of **$3.104.21** per month, will continue to be mailed to Ogeechee Public Defender's Office, Post Office Box 86, Statesboro, Georgia 30459.

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

Attachment A-Page 1

Exhibit 3

Additional Personnel Contributions

	Current	Requested
Total Amounts	$ 714,082.04	$ 761,619.72

Annual Personnel Amounts by County

	Current	Requested
Bulloch (48%)	$ 335,135.33	$ 365,577.47
Effingham (32%)	$ 228,896.00	$ 243,718.31
Screven (13%)	$ 90,997.00	$ 99,010.57
Jenkins (7%)	$ 59,073.71	*$ 53,313.37

*request no change from last year as you provided our requested amount in FY22 budget

Attachment A-Page 2

Office Maintenance Costs
Proposed Budet FY2022

Total Amts.	Current	Proposed
	$98,100.00	$116,408.00
Telephone	$5,000.00	$5,000.00
Office Supplies	$9,600.00	$9,600.00
Copying Costs	$500.00	$500.00
Postage	$2,000.00	$2,000.00
Printing	$500.00	$500.00
Repairs and Maintenance	$480.00	$480.00
Law Books	$9,000.00	$9,000.00
Court Transcript	$1,000.00	$1,000.00
* Rent	$32,363.52	$58,308.00
Professional Dues	$2,400.00	$2,400.00
Training	$1,000.00	$1,000.00
Bookkeeping	$2,500.00	$2,500.00
Utilities	$13,000.00	$13,000.00
Janitorial	$3,120.00	$3,120.00
Miscellaneous	$1,500.00	$1,500.00
Professional Fees	$10,000.00	$2,000.00
Equipment Lease	$4,500.00	$4,500.00

* Renovation to office space providing 8 additional offices

Annual Office Maintenance Amounts by County

	Current	Requested
Bulloch (48%)	$ 47,088.00	$ 55,875.84
Effingham (32%)	$ 31,392.00	$ 37,250.56
Screven (13%)	$ 12,753.00	$ 15,133.04
Jenkins (7%)	$ 7,382.45	$ 8,148.56

Monthly Office Maintenance Amounts by County

	Current	Requested
Bulloch (48%)	$ 3,924.00	$ 4,656.32
Effingham (32%)	$ 2,616.00	$ 3,104.22
Screven (13%)	$ 1,062.75	$ 1,261.09
Jenkins (7%)	$ 615.21	$ 679.05

Staff Report

Subject: Annual update to Capital Improvements Element
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 16, 2022

Item Description:
Consideration to approve a resolution transmitting the FY2022 Capital Improvement Element (CIE) annual update to the Coastal Regional Commission and the Department of Community Affairs for review.

Summary Recommendation:
Staff have updated the FY2022 Financial Report and Capital Improvements Element (CIE), and recommend approval of the resolution transmitting the documents to the Coastal Regional Commission for review.

Executive Summary/Background:

- Development Impact Fees are intended to ensure that adequate public facilities are available to serve new growth and development.
- The CIE annual update is a required report for all jurisdictions that collect impact fees, and includes a financial report and a schedule of improvements.
- The CIE annual update must be reviewed and approved by the Department of Community Affairs before it can be adopted by the Board of Commissioners.
- Adoption of the annual CIE update is necessary to maintain the county's Qualified Local Government status with the Department of Community Affairs.

Alternatives for Commission to Consider

1. Approve the resolution transmitting the FY 2022 CIE annual update for review.
2. Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Finance Department; Development Services; EOM

Funding Source: No new funding requested.

Attachments:

1. Resolution to transmit the FY2022 CIE annual update.
2. 2022 CIE annual update
3. 2022 Financial Report

STATE OF GEORGIA
EFFINGHAM COUNTY

TRANSMITTAL RESOLUTION

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

WHEREAS, the Effingham County Board of Commissioners has developed an annual update to a Capital Improvements Element and Short Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on August 16, 2022 in the Commissioners' Meeting Chambers.

NOW, THEREFORE, BE IT RESOLVED that the Effingham County Board of Commissioners does hereby submit this annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2023-2027 to the Coastal Regional Commission of Georgia and the Georgia Department of Community Affairs for review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this ____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

_____
STEPHANIE JOHNSON
COUNTY CLERK

ANNUAL FINANCIAL REPORT FOR **FY 2022**

(1) Public Facility Type	County Wide Roads	County Wide Parks & Recreation	County Wide Public Safety	Water	Sewer	*TOTAL*
(2) Service Area FY 2022						
(3) Beginning Impact Fee Fund Balace FY 2022		67,250.53	-	-	-	67,250.53
(4) Impact Fees Collected FY 2022						-
(4.1) Dept. of Transportation Reimbursement FY 2021						-
(4.2) Interfund Paid	-					-
(5) Accrued Interest FY 2022	-	5.10	-			5.10
(6) Project Expenditures FY 2022		(21,912.00)	-			(21,912.00)
(7) Administrative Costs FY 2022						-
(8) Impact Fee Refunds FY 2022						-
(9) Ending Impact Fee Fund Balance FY 2022	-	45,343.63	-	-	-	45,343.63
(10) Impact Fees Encumbered FY 2022	-	45,343.63	-	-	-	45,343.63

45,343.63 Check Figure

Public Facility:	PUBLIC SAFETY					
Service Area:	COUNTYWIDE					
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Sheriff's Jail, Office Admin. Complex, Storage	2012	2024	$16,425,000	25%	Jail Fund / SPLOST	In progress
Fire Vehicles/Apparatus	2015	2023	$1,150,000	0%	Fire Fund / SPLOST	In progress
Berryville / Stillwell Fire Station	2015	2017	$75,000	0%	Fire Fund/SPLOST	Complete
South Effingham Fire Station*	2015	2021	$550,000	0%	Fire Fund	In progress
Ardmore-Oakey Fire Station	2015	2020	$75,000	0%	Fire Fund/SPLOST	Complete
EMS Vehicles/ Apparatus	2014	2024	$650,000	0%	SPLOST	In Progress

* Formerly known as Hodgeville / Ledessie Zeigler

Public Facility	ROADS & BRIDGES					
Service Area	COUNTYWIDE					
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Effingham Parkway	2016	2022	$120,000,000	58%	I.F./SPLOST/GDOT/FED.	In Progress
Old River Road & I16 interchange	2010	2021	$250,000	0%	FED/GDOT/SPLOST	Complete
Resurfacing	2014	2024	$8,113,133	0%	SPLOST	Ongoing
Blue Jay Road & McCall	2012	2021	$400,000	0%	SPLOST	Complete

Public Facility	PARKS & RECREATION					
Service Area	COUNTYWIDE					
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
HWY 21 Recreation Complex/Gym Renovations	2014	2023	$3,800,000	14%	I.F./SPLOST	In Progress
Park Promenade/Ulmer Park	2014	2017	$79,000		Pending	Cancelled.

Public Facility	SEWER					
Service Area	UNINCORPORATED EFFINGHAM COUNTY					
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Old Augusta Rd.	2006	2017	$5,000,000	0%	Pending	Completed
Lift station #5, #11, #9 pump upgrades	2014	2020	$270,000	0%	W/S fund	LS#5 Completed LS#9 Completed LS#11 Completed
Sprayfield upgrades	2013	2024	$75,000	0%	W/S fund	In Progress

Public Facility	WATER					
Service Area	UNINCORPORATED EFFINGHAM COUNTY					
Project Description	Start Date	End Date	Cost Estimate	IF %	Funding Source	Status/Remarks
Loop from Greystone to Midland Rd.	2014	2017	$680,000	0%	W/S fund	Complete
Loop from Emerald Plantation to Marlow Elem.	2015	2021	$1,400,000	0%	W/S fund	In progress
County Line Booster Station	2014	2021	$1,500,000	0%	W/S fund	In progress

Staff Report

Subject: Audit engagement letter for FY 2022
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/16/22
Item Description: Consideration to approve an engagement letter between the Effingham County Board of Commissioners and Lanier, Deal & Proctor for audit services for the fiscal year ended June 30, 2022

Summary Recommendation:
Staff recommends approving the engagement letter with Lanier, Deal & Proctor for audit services for fiscal year ended June 30, 2022.

Executive Summary/Background:
Beginning with fiscal year 2013 Lanier, Deal & Proctor (formerly Thigpen, Lanier, Westerfield & Deal) has provided audit services of the County's annual financial statements and internal controls.

The County recently put these services out to bid and given their competitive pricing and quality work in prior years, Lanier, Deal & Proctor were awarded the contract at the July 19th, 2022 public meeting.

Each fiscal year an audit is conducted. This audit is conducted in order to meet state and federal requirements of the county, to ensure the financial statements of the county are presented fairly in all material aspects, and are in conformity with generally accepted accounting principles known as GAAP.

There are three major portions of the audited statements: The independent auditor's report, the management discussion and analysis, and the financial statements. The independent auditor's report is the auditor's opinion. Management's discussion and analysis is staff's narrative of the audited statements. The financial statements contain both countywide and individual fund statements. The audit is conducted in accordance with GASB (Governmental Auditing Standards). The auditor's work includes items such as review of internal controls, review of recorded financial transactions, review of compliance related issues, and examination and testing in order to express an opinion on these items.

The cost of this service for FY 2022 is expected to be $44,500 and if the single audit is required, an additional $3,500.

Alternatives for Commission to Consider:

1. Approve the Letter of Engagement for FY 2022 audit services with Lanier, Deal & Proctor.

2. Do not approve the Letter of Engagement.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Letter of Engagement for FY 2022 audit services with Lanier, Deal & Proctor.

Other Alternatives:
N/A

Department Review: *(list departments)*
Finance

Funding Source:
General fund

Attachments:
Engagement letter from Lanier, Deal & Proctor

LANIER, DEAL & PROCTOR

CERTIFIED PUBLIC ACCOUNTANTS
201 SOUTH ZETTEROWER AVENUE
P.O. BOX 505
STATESBORO, GEORGIA 30459
PHONE (912) 489-8756
FAX (912) 489-1243

WILLIAM RUSSELL LANIER, CPA
RICHARD N. DEAL, CPA, CGMA
KAY S. PROCTOR, CPA, CFE, CGMA
WILLIAM BLAKE BLOSER, CPA
TIFFANY D. JENKINS, CPA, CGMA
RICHARD N. DEAL II, CPA

MEMBERS
AMERICAN INSITUTE OF CERTIFIED
PUBLIC ACCOUNTANTS

GEORGIA SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

August 4, 2022

To the Effingham County Board of Commissioners, and
County Administrator
804 S. Laurel Street
Springfield, Georgia 31329

We are pleased to confirm our understanding of the services we are to provide the Effingham County Board of Commissioners for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Effingham County Board of Commissioners as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Effingham County Board of Commissioners' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Effingham County Board of Commissioners' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Effingham County Board of Commissioners' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial

statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

1) Combining and individual fund statements and schedules
2) Schedule of Projects Paid with SPLOST Proceeds
3) Schedule of Projects Paid with TSPLOST Proceeds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAS and the standards for the financial audits contained in *Government Auditing Standards*, issues by the Comptroller General of the United States, and will include tests of your accounting records of the Effingham County Board of Commissioners and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Governmental Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Governmental Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Effingham County Board of Commissioners' compliance with

the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

Other Services

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

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements;

compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards.*

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and context, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not been changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

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

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

The audit documentation for this engagement is the property of Lanier, Deal & Proctor, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lanier, Deal & Proctor, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies of information contained therein to others, including other governmental agencies.

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

Richard Deal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 1, 2022, and to issue our reports no later than December 31, 2022.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $44,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Effingham County Board of Commissioners' financial statements. Our report will be addressed to the Board and County Administrator of the Effingham County Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an

emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provision of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards.* The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Effingham County Board of Commissioners is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained *in Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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

Very truly yours,

Richard N. Deal, CPA, CGMA
Lanier, Deal, & Proctor, CPA's

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Staff Report

Subject: Approval of Safety Discount Verification Forms.
Author: Sarah Mausolf, Director
Department: Human Resources and Risk Management
Meeting Date: August 16, 2022
Item Description: Approval of Effingham County Board of Commissioners participation in the Safety Discount Program.

Summary Recommendation
The County's Worker's Compensation insurance and the property and liability insurance are with the ACCG. Counties that participate in the insurance programs are eligible for discounts on the worker's compensation and the property and liability insurance. The Safety Discount Verification Forms are required each year for continuation in the discount program.

Executive Summary
Each year ACCG offers a 7.5% discount on the Worker's Compensation insurance and a 5% discount on our property and liability insurance to counties that participate in the Safety Discount program. We must submit the required forms appointing a ACCG-GSIWCF Safety Coordinator and a ACCG-IRMA Safety Coordinator. The appointed Safety Coordinator is required to meet training requirements which have been completed and listed on the attached forms. The forms are required to be turned in no later than September 16th and signed by the County Chairman.

Alternatives
1. Recommend approval of the Safety Discount Forms to receive the insurance discounts.

2. Do not ratify the approval and do not participate in the insurance discount program with ACCG.

Other Alternatives: None

Recommendation: Alternative 1

Department Review: Human Resources

Funding Source: Additional funds are not required.

Attachments: ACCG-IRMA Safety Discount Verification Form
ACCG-GSIWCF Safety Discount Verification Form

ACCG Insurance Programs

COUNTY

[159 COUNTY GOVERNMENTS]

GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND

SAFETY DISCOUNT VERIFICATION FORM

If the organization is a member of the ACCG-GSIWCF [workers' comp] Insurance Program, complete this SAFETY DISCOUNT VERIFICATION FORM and return between **August 1, 2022** and **September 16, 2022**

- The appointed **ACCG–GSIWCF Safety Coordinator** is Elizabeth Barcomb
  (Safety Coordinator is responsible for the Safety Program)

  Position Risk Management Technician Email: ebarcomb@effinghamcounty.org

  ☐ Yes ■ No If there is a change in the safety coordinator, please advise if the previous contact is still affiliated with the county to maintain a current database.

TRAINING REQUIREMENTS

- **SAFETY COORDINATORS**

  ■ COMPLETE SAFETY COORDINATOR MODULES I, II, OR III Modules I-III; October 5-6, 2021
  (COURSE / DATE)

- **ANY MEMBER EMPLOYEE**

  ■ ATTEND LGRMS TRAINING COURSE OR WEBINARS Personnel Liability; March 17, 2021
  (COURSE / DATE)

DEPARTMENTAL SAFETY MEETINGS ■ OCT-DEC ■ JAN–MAR ■ APR–JUN ■ JUL-SEP

SAFETY COMMITTEE MEETINGS ■ OCT-DEC ■ JAN–MAR ■ APR–JUN ■ JUL-SEP

SAFETY ACTION PLAN [DUE APRIL 29TH to LGRMS] April 28, 2022
(DATE SUBMITTED)

The members of the Board of Commissioners of Effingham County
(Name of County)
hereby verify that they fully comply with the requirements of the Safety Discount Program.

County Chairman Signature _____ Date _____

Email accginsurance@accg.org

ACCG Insurance Programs

COUNTY

[159 COUNTY GOVERNMENTS]

INTERLOCAL RISK MANAGEMENT AGENCY

SAFETY DISCOUNT VERIFICATION FORM

If the organization is a member of the ACCG - IRMA [property & liability] Insurance Program, complete this SAFETY DISCOUNT VERIFICATION FORM and return between **August 1, 2022** and **September 16, 2022**

- The appointed **ACCG–IRMA Safety Coordinator** is Elizabeth Barcomb
  (Safety Coordinator is responsible for the Safety Program)

  Position Risk Management Technician Email: ebarcomb@effinghamcounty.org

  ☐ Yes ■ No If there is a change in the safety coordinator, please advise if the previous contact is still affiliated with the county to maintain a current database.

TRAINING REQUIREMENTS

- **SAFETY COORDINATORS**

  ■ COMPLETE SAFETY COORDINATOR MODULES I, II, OR III Modules I-III; October 5-6, 2021
  (COURSE / DATE)

- **ANY MEMBER EMPLOYEE**

  ■ ATTEND LGRMS TRAINING COURSE OR WEBINARS Personnel Liability; March 17, 2022
  (COURSE / DATE)

DEPARTMENTAL SAFETY MEETINGS ■ OCT-DEC ■ JAN–MAR ■ APR–JUN ■ JUL-SEP

SAFETY COMMITTEE MEETINGS ■ OCT-DEC ■ JAN–MAR ■ APR–JUN ■ JUL-SEP

SAFETY ACTION PLAN [DUE APRIL 29TH to LGRMS] April 28, 2022
(DATE SUBMITTED)

The members of the Board of Commissioners of Effingham County
(Name of County)
hereby verify that they fully comply with the requirements of the Safety Discount Program.

County Chairman Signature _____ Date _____

Email **accginsurance@accg.org**

Staff Report

Subject: Approval and publication of Job Descriptions for Positions Authorized in the 2022-2023 Budget.
Author: Sarah Mausolf, Director
Department: Human Resources and Risk Management
Meeting Date: August 16, 2022
Item Description: Approval and publication of Job Descriptions for Positions Authorized in 2022-2023 Budget.
Summary Recommendation:
Staff is requesting authorization to publish job descriptions for new positons that have been authorized in the 2022-2023 budget.

Executive Summary/Background
The following job descriptions are required for positions authorized in the 2022-2023 budget:

Public Information Coordinator – The purpose of this position is to oversee and manage the County's external communications and media relations; building, maintaining and preserving a positive public image and raise public awareness for Effingham County through online and offline channels.

Irrigation Technician – The purpose of this position is to maintain and upkeep all the irrigation systems and facilities by working along with and instruct inmates on the completion of daily tasks.

Personal Property Auditor– The purpose of this position is to perform audits and appraisal duties in assisting in directing the work of the Tax Assessor's Office. The work consists of technical appraisal and audit duties. The volume of work contributes to the complexity of the position. This position also assists in the generation of an accurate tax digest property. Success in this position contributes to the accurate appraisal of property values.

Senior Custodian- Mobile Cleaning Crew – The purpose of this position is to perform routine, manual work cleaning and maintaining supplies in County buildings. Employees in this classification perform recurring tasks in accordance with established practices and cleaning schedules. This position is responsible for ensuring County buildings are clean, stocking restrooms; and picking up and removing trash from buildings. This position will be assigned an inmate crew to help clean the interior and exterior of the county facilities.

Operations Manager (Prison) – The purpose of this position is to assist the Warden of Effingham County Prison in confidential administrative and personnel matters. This position will ensure that all administrative functions of the Prison Office are completed by staff according to standard operating procedures and to assist the department head in daily activates, providing both administrative and financial support, to ensure smooth and efficient departmental and office operations.

These job descriptions have been reviewed and approved as true to form by the County Attorney.

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

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
None.

Department Review: County Manager, County Attorney, Human Resources.

Funding Source: Funding for the positions were allocated and approved in the 2022-2023 Fiscal Year Budget.

Attachments:
Public Information Coordinator Job Description
Irrigation Technician Job Description
Personal Property Auditor Job Description
Senior Custodian- Mobile Cleaning Crew Job Description
Operations Manager (Prison) Job Description

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Public Information Coordinator	**Job Code:**
Reports to: County Manager	**FLSA Status: Exempt**
Department: County Manager	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Position Overview:

The Public Information Coordinator will oversee and manage the County's external communications and media relations, building, maintaining, and preserving a positive public image and raise public awareness for Effingham County through online and offline channels.

Principal Duties and Responsibilities (Essential Functions)**:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Manages media relations for the County. Excellent verbal and written communication skills that may include Public Speaking and presentations.

Develop and deploy a formal proactive communication plan/strategy.

Develops and coordinates distribution of instructional and promotional material. Gathers material necessary to understand the project and competition in the area, analyzes these materials to determine the most effective communications technique.

Acts as the County's spokesperson and responds to members of the media in a timely manner; composes, reviews and or distributes press releases.

Reviews and approves or facilitates review and approval process for public communications regarding the County.

Gathers and analyzes information from website and social media sites to identify new markets and customers and to determine efficacy of existing marketing campaigns and strategies.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Public Information Coordinator	Job Code: 0101116

Principal Duties and Responsibilities (Essential Functions) Continued**:

Oversees external, public-facing communication and branding in various online and print platforms such as LinkedIn, Twitter, Facebook and other communication methods.

Oversees or collaborates with other teams in the development and maintenance of the County's website.

Schedules, develops, produces, reviews and distributes print and video materials for public distribution.

Collaborates with senior leadership and the Board of Commissioners to develop a public information strategy and guidelines for the County.

Assists senior leadership in developing presentations, speeches, and other important public messages.

Schedules and plans special events that are open to the public.

Oversees and schedules tours, open houses or similar exhibition of the County offices and facilities.

Identify and develop relationships with media personnel, community partners and agencies to promote County services and events.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.

Additional Functions:

Performs other related duties as assigned.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Public Information Coordinator	Job Code: 0101116

Minimum Qualifications:

Requires a Bachelor's Degree in Journalism, Marketing, Communications or public relations with three years of progressively responsible experience, or any equivalent combination of education, training and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia Driver's License.

Must be proficient in PowerPoint, video production, copy writing and editing.

Performance Aptitudes:

Data Utilization:
Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction:
Requires the ability to apply principles of persuasion and/or influence.

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

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

Mathematical Aptitude:
Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Public Information Coordinator	Job Code: 0101116

Functional Reasoning:
Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning:
Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability:
Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements:
Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

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

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Irrigation Technician	Job Code:
Reports to: Director of Parks and Landscapes	**FLSA Status: Non-Exempt**
Department: Parks and Landscapes	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Position Overview:

The purpose of this classification is to maintain and upkeep all the irrigation systems and facilities by working along with and instruct inmates on the completion of daily tasks.

Principal Duties and Responsibilities (Essential Functions)**:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Maintain/repair irrigation systems

Trouble shoot wire/solenoid problems

Program irrigation clocks

Examine irrigation heads and nozzles for proper coverage

Update Irrigation maps and stations as needed

Lead special projects as needed

Maintains cleanliness of grounds; picks up paper and cigarette butts; empties garbage cans; empties trash from concession stands; replaces bags in trash cans; hauls trash to trash dumpsters.

Drives truck; hooks trailer to trucks; loads and unloads tractor into trailers.

Works with and instructs inmates on the completion of daily tasks.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Irrigation Technician	Job Code:

Cuts grass at ballparks; aerates outfields; digs holes and trenches; weed eats; trims branches.

Operates tractor and lawn mower; hooks attachments to tractor.

Maintains equipment; washes and greases equipment.

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

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ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Loads and unloads trucks; stores equipment, supplies, and other materials.

Performs other related duties as required.

Work Hours M-F 7am to 3:30pm

May be required to work an occasional weekend for coverage at a special event/tournament

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by 5 years previous experience and/or training involving 2 wire and conventional irrigation systems; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia driver's license.

PERFORMANCE APTITUDES

Data Utilization:

Requires the ability to calculate and/or tabulate data. Includes performing subsequent actions in relation to these computational operations.

Human Interaction:

Requires the ability to provide guidance, assistance, and/or interpretation to others regarding the application of procedures and standards to specific situations.

Equipment, Machinery, Tools, and Materials Utilization:

Requires the ability to operate and control the actions of equipment, machinery, tools and/or materials requiring complex and rapid adjustments.

Verbal Aptitude:

Requires the ability to utilize a wide variety of reference and descriptive data and information.

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication, and division.

Functional Reasoning:

Requires the ability to carry out instructions furnished in written, oral, or diagrammatic form. Involves semi-routine standardized work with some latitude for independent judgment concerning choices of action.

Situational Reasoning:

Requires the ability to exercise judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties which are often characterized by frequent change.

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ADA COMPLIANCE

Physical Ability:

Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling,

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Irrigation Technician	Job Code:

crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements:

Some tasks require the ability to perceive and discriminate sounds, depth, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors:

Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, toxic agents, or pathogenic substances.

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

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Personal Property Auditor	Job Code:
Reports to: Business Personal Property Appraiser	FLSA Status: Non Exempt
Department: Tax Assessor	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Position Overview:

This position performs audits & appraisal duties in assisting in directing the work of the Tax Assessors Office. The work consists of technical appraisal & audit duties. The volume of work contributes to the complexity of the position. The purpose of this position is to assist in the generation of an accurate tax digest property. Success in this position contributes to the accurate appraisal of property values.

Principal Duties and Responsibilities (Essential Functions)**:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Compiles annual real property digest by appraising new residential construction and additions.

Matches city and county permits with the correct property record cards.

Participates in the measuring of new residential, commercial, industrial and agricultural construction and additions.

Participates in the recording and entering of structure characteristics into a computerized sketch program; takes photographs of structures.

Conducts fieldwork in the review of residential, agricultural and commercial real property, such as addition/deletions to existing improvements, current conditions of improvements and land parcels.

Participates in the performance of annual revaluations.

Participates in the annual assessment and appeals process.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Real Property Appraiser II	Job Code: 0615103

Principal Duties and Responsibilities (Essential Functions) Continued**:
Participates in the receipt and processing of appeals.

Plans, directs, and assists in the evaluation personal properties in the county, including conducting audit inspections in the field, obtaining information concerning prior years asset listings, entering data into a computer, analysis of returns from previous years and reviewing final values for uniformity and level of assessment.

Oversees the receiving of appeals on personal property assessment listings from prior years dealing with audits

Reviews property information with taxpayers explaining how values are determined and answer questions of taxpayers

Supplies information and answers questions from taxpayers, attorneys, and accountants on account information.

Print property record cards/asset listings for personal property for taxpayers

Plan and conduct schedules for audits

Document findings & research information from audit

Assist with BOE appeals hearings and organizing presentation for hearings

Assist with all matters concerning business personal property

Supervision Received:
Business Personal Property Auditor works under direct supervision of the Business Personal Property Appraiser. Chief Appraiser spot-checks completed work for compliance with procedures, accuracy and final results.

Supervision Exercised:
None

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Real Property Appraiser II	Job Code: 0615103

Knowledge of:

Applicable State and Local laws, policies, rules and regulations

Market, cost and income valuation techniques

Appeal Process

Appraisal & Audit practices and techniques, including mass appraisal

Modern office procedure, methods, and equipment, including computers and tablets

Various types of computer software

Principles and procedures of record keeping and reporting

Interpretation of complex information and in conveying it to others in an accurate, complete and understandable manner.

Researching, interpreting, and compiling complex data and other information into a useful product.

Public and interpersonal relations.

Oral and written communication practices.

Ability to:

Participate in helping to prepare and submitting information a property tax digest concerning the personal property portion

Know GAAP Principles

Apply correctly the three approaches to value in appraising properties.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Real Property Appraiser II	Job Code: 0615103

Ability to (Continued):
Operate, maneuver and/or control the actions of various computer hardware and software equipment, and/or materials used in performing essential functions.

Interpretation of statutory requirements, regulations and procedures.

Deal effectively with the general public and with other governmental agencies.

Understand, interpret, explain, and enforce pertinent State and Local policies, laws, rules and regulations.

Effectively present information and respond to questions from state and local officials and the general public.

Qualifications:
Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Be 21 years of age or older

High school diploma or GED

Have at least two years of increasing responsible experience in the accounting or business field (associates degree or certificate in accounting or business field)

Possession of or ability to readily obtain a valid driver's licenses issued by the State of Georgia and a satisfactory Motor Vehicle Record (MVR) in compliance with County Safety and Loss Control Guidelines

Possession of or ability to meet necessary requirements of Appraiser II as mandated by the Georgia Department of Revenue.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Real Property Appraiser II	Job Code: 0615103

Education/Training:
Knowledge and level of competency commonly associated with completion of specialized training, in addition to basic skills typically associated with a high school education or GED.

Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with three to five years' experience or service.

Possession of or ability to readily obtain a valid driver's licenses issued by the State of Georgia for the type of vehicle or equipment operated.

Ability to meet necessary requirements of Appraiser I mandated by the Georgia Department of Revenue.

County policies and procedures

The Appraisal Procedures Manual

Georgia Department of Revenue Rules and Regulations

The Official Code of Georgia, Annotated.

Experience:
Must have one year of increasing Appraisal experience including all classifications of property.

License or Certification:
Possession of a valid State of Georgia driver's license

Possess and maintain an Appraiser I or II certification issued by the State of Georgia Department of Revenue

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Real Property Appraiser II	Job Code: 0615103

Physical Demands and Working Conditions:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: The work is typically performed in an office and outdoors. The employee may be exposed to dust, dirt, grease, machinery with moving parts, and occasional cold or inclement weather. Standard office setting. Exposure to dust from paperwork. Work environment is both formal and informal, team- and autonomy-oriented, having variable tasks, pace and pressure.

Physical: Primary functions require sufficient physical ability to work in an office setting and operate office equipment. CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 20 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate reference books and manuals; lifting objects weighing 20-35 lbs. from below waist to above shoulders and transporting distances up to 50 feet.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction.

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

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Senior Custodian-Mobile Cleaning Crew	Job Code:
Reports to: Facilities Maintenance Supervisor	FLSA Status: Non Exempt
Department: Facilities Maintenance	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Position Overview:

The purpose of this classification is to perform routine, manual work cleaning and maintaining supplies in County buildings. Employees in this classification perform recurring tasks in accordance with established practices and cleaning schedules. Position is responsible for ensuring County buildings are clean; stocking restrooms; and picking up and removing trash from buildings. You will have a crew to help you clean the interior and exterior of the county facilities.

Principal Duties and Responsibilities (Essential Functions)**:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Sweeps, mops, and waxes resilient and non-resilient flooring.

Vacuums and cleans carpets.

Dusts and polishes furniture, woodwork, and metal work.

Empties and cleans waste recycling receptacles.

Cleans mirrors and glass in windows, doors, and display cases.

Cleans and disinfects surfaces and fixtures in restrooms, kitchens and defrosts refrigerators.

Monitors quantities of materials and supplies used and replenishes them.

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Pressure wash the buildings and sidewalks.

Ability to work off ladders and lifts.

Ability to lift heavy furniture or equipment.

Performs minor building maintenance.

Completes routine records such as work orders.

Reads and interprets directions and sketches.

Drives a County vehicle as assigned by supervisor.

Performs related work as required.

ADDITIONAL FUNCTIONS

Performs other related duties as assigned by Supervisor or Facilities Planner.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by 5 months previous experience and/or training involving custodial work; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must have a valid driver's license and a clean MVR.

PERFORMANCE APTITUDES

Data Utilization:

Requires the ability to compile, assemble, copy, record and/or transcribe data according to a prescribed schema or plan. Includes judging whether readily observable functional, structural or compositional characteristics are similar to or divergent from prescribed standards, procedures or routines.

Human Interaction:

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Requires the ability to exchange information for the purpose of clarifying details within well-established policies, procedures and standards.

Equipment, Machinery, Tools, and Materials Utilization:

Requires the ability to start, stop, operate and monitor the functioning of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude:

Requires the ability to utilize a variety of reference data and information.

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication, and division.

Functional Reasoning:

Requires the ability to carry out detailed but uninvolved written or oral instructions. Involves routine work according to clearly prescribed standard practices, with some latitude for independent judgment.

Situational Reasoning:

Requires the ability to exercise judgment in situations characterized by repetitive or short cycle operations covered by well established procedures or sequences.

ADA COMPLIANCE

Physical Ability:

Continuous walking, reaching and handling; lifting and carrying objects weighing up to 25 pounds. FREQUENT standing, stooping, kneeling and crouching; reaching at and above shoulder height; pushing/pulling, twisting at waist; strong power or pinch grasp; upward and downward flexion of neck, side-to-side turning of neck; OCCASIONAL sitting, climbing, balancing, and crawling.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Custodian	Job Code: 0715804

Sensory Requirements:

Some tasks require the ability to perceive and discriminate sounds, depth, and visual cues or signals. Some tasks require the ability to communicate orally. VISION to see in the normal visual range with or without correction; vision sufficient to see areas being cleaned, perform maintenance on equipment, prepare work orders and related paperwork and see Material Safety Data Sheets of toxic materials and chemicals.

Environmental Factors:

Exposure to extreme heat and humidity; temperature swings from indoors to outdoors; extreme noise; vibration; moving mechanical parts; electric shock; fumes and odors of cleaning solutions; dust and toxic substances found in chemicals and cleaning solutions.

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

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Operations Manager	Job Code: _____
Reports to: Warden of Effingham County Prison	FLSA Status: Exempt
Department: Effingham County Prison	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are ***not*** *intended to reflect all duties performed within the job.*

Position Overview:

The Operations Manager position assists the Warden of Effingham County Prison in confidential administrative and personnel matters. Ensure that all administrative functions of the Prison Office are completed by staff according to standard operating procedures and to assist the department head in daily activities, providing both administrative and financial support, to ensure smooth and efficient departmental and office operations. Prepare and maintain all required financial and personnel records and reports. Advises and informs the Warden and Deputy Warden of all operations and information pertaining to the Prison including policies and procedures; notifies them of potential problems or matters of concern. Supervises Administrative Officer; Ensures work quality of subordinates. Sets up interviews with prospective employees; obtain and maintain employee references; trains employees on department policies and procedures.

Principal Duties and Responsibilities (Essential Functions)**:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

SERVE ON THE BUDGET COMMITTEE AS A DEPARTMENT REPRESENTATIVE: Attend meetings; prepare worksheets to include proposed personnel and salary changes, operating and capital budget requests; assists Warden with presentation of the preliminary budget. Coordinate and prepare RFP and MOU information for bids on contracts for food service, inmates' telephone and media service, and the inmate commissary. Maintains report of expenditures for Warden; monitors the budget by

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storing information on payment of invoices in the computer. Compiles tables and summaries for statistical reports for budget; generates and prints related reports. Maintains financial information in a confidential manner; prepares and maintains complex financial files.

SERVE AS DEPARTMENT LIAISON FOR HUMAN RESOURCES: Processes all paperwork for new employees, promotions, demotions, resignations, etc. and maintains individual working files on each individual in the department. Oversee and finalize timesheets for payroll; approve and disapprove leave requests; maintain copies of written requests, and prepares reports for the Warden, Deputy Warden, and Supervisors concerning overtime status. Assist with random drug screening of staff with Human Resources; provide instructions to staff; notify the HR Coordinator of the status of completion. Provide staff with instructions and assistance in completing the Accident/Incident Report; notify Human Resources of all work-related Accidents/Incidents; submit Incident Report Packet along with any supporting documentation.

SERVE AS DEPARTMENT LIAISON FOR FINANCE/ACCOUNTING OFFICE: Balance and reconciles bank statements; prepares monthly spreadsheets; scans spreadsheets, receipts and statements and emails documents to Accounts Payable; submits hard copies; maintains records. Prepares requisitions for payment of invoices; maintain copies of purchase orders and invoices for office file; submit requisitions along with invoices to Accounts Payable. Prepare and process documentation on inmates being released; notify Finance/ Accounts Payable for funds distribution. Prepares monthly reports for the State to reimburse the County for items such as inmates release packages (clothing), bus tickets, release gratuity, etc. Prepare supporting documentation of disbursements with checks; submit to Revenue Department. Compile spreadsheets with data of fees to be charged against individual inmates' accounts; forward information to Accounts Payable for collection. Processes documentation on monthly subsidy reimbursements to Revenue Coordinator that is billed to the State on daily population count of inmates housed each day. Forward confiscated currency as a result of contraband found on inmates to the Revenue Coordinator; maintain Chain of Custody forms.

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SERVE AS DEPARTMENT LIAISON FOR PURCHASING DEPARTMENT: Notify the Purchasing Agent of any work related accidents as it pertains to automotive or property; provide documentation and available photographs; coordinate interviews and meetings with ACCG Claims Examiner.

SERVE AS THE PRISON'S AGENCY ADMINISTRATOR FOR THE GEORGIA PEACE OFFICER STANDARDS AND TRAINING COUNCIL: Completes C-11 forms on officers as needed by the state; prepares all Basic Correctional Officer Training packets and conduct all training preparations needed for entire staff. Conduct background checks for BCOT Applications. Assist officers with online application for certification; upload required documents. Provide guidance to officers with the recertification process; upload documents and complete the POST attestation requirements.

SERVE AS THE PRISON'S AGENCY ADMINISTRATOR FOR THE GEORGIA PUBLIC SAFETY TRAINING CENTER: Manage the staff's roster; enroll new employees; register staff for online courses; maintain training records.

SUPERVISE AND MANAGE INMATES COMMISSARY: Oversee and supervise the distribution of commissary for inmates; submit spreadsheet to vendor for any damaged or missing items. Confirm with vendor the replacement of items. Provide inmates with information regarding changes in the commissary menu, schedule, processing or delivery. Advise inmates of changes in account restrictions or limitations.

MANAGE DEPARTMENT'S OPERATION: Provide PO numbers for In House purchases; screen purchase requests; maintain purchase log; Maintains inventory of office and operating supplies; orders or requisitions supplies as needed. Maintains departmental filing system, researches record retention and guidelines for retention of documents; receives, identifies, stores, files, and retrieves records. Maintains copiers and office equipment; submit work tickets as needed. Assists in processing incoming and

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outgoing mail. Composes types and files a variety of documents, calendars, phone directories, and work orders; update information. Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems. Assists in answering incoming calls; takes messages or routes calls to appropriate party. Attends and schedules conferences and meetings, trainings, and workshops as required.

PREPARE AND MAINTAIN DOCUMENTATION INCLUDING BACKGROUND CHECKS ON PERSONNEL FOR PREA (PRISON RAPE ELIMINATION ACT) AUDIT: Prepare consent forms for background checks; submit requests, collects and signs for criminal history on employees; ensure that the Essential Job Functions and Basic Training Functions Acknowledgement form is completed on all staff; maintain all documentation for audit purposes.

PREPARES CORRESPONDENCE; ANSWERS MAIL; PREPARES MEMOS AND REPORTS ON MATTERS CONCERNING THE DEPARTMENT:

Submits reimbursement for travel vouchers for out-of-town travel or in emergency situations.

Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance evaluations; notify supervisors of subordinates annual and bi-annual performance evaluations; provide data and forms; submit completed evaluations to Human Resources; prepares administrative work schedule. Retrieve and distribute Busing Orders on inmates transferring in and out. Calculates employee leave information; enters data into computer.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Operations Manager	Job Code: _____

PREPARE INMATE RELEASES: Issue PO numbers for clothing orders; purchase bus tickets; finalize release packet. Notify Security Supervisors of inmates releases to include transportation status.

REVIEW/INVESTIGATE INMATES CONCERNS: Receive inmates' requests submitted on the kiosk concerning questions related to their account or commissary. Provide inmates with a prompt response.

ASSIST WITH GED PROGRAM: Order and obtain GED awards for inmates' completions; assist with the refreshments and programs with the inmates' graduation.

ON CALL: Remains on call 24 hours per day; report to duty during emergencies such as escape, evacuation and other major incidents.

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Operations Manager	Job Code: _____

Additional Functions:

Provides assistance to other employees or departments as needed.

Makes copies; run department's errands.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS

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

Must possess and maintain a valid Georgia driver's license. Must possess and maintain a valid certification as a Paramedic and certification in ACLS and CPR.

PERFORMANCE APTITUDES

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

Human Interaction: Requires the ability to apply principles of persuasion and/or influence.

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

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

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Operations Manager	Job Code: _____

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

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

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

ADA COMPLIANCE

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

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

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

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

Staff Report

Subject: Water and Sewer Agreement and Lease Agreement – wastewater effluent sprayfield at Savannah Gateway Industrial Hub
Author: Eric Larson, Asst. County Manager
Department: Public Works
Meeting Date: August 16, 2022
Item Description: Approve a Water & Sewer Agreement and Lease agreement with Effingham County Industrial Authority and Savannah Industrial Development, LLC (on behalf of OmniTrax / Broe Real Estate Group) for construction and operation of a wastewater sprayfield at the Savannah Gateway Industrial Hub (SGIH) park on McCall Road and Hodgeville Road.

Summary Recommendation:
SGIH has requested a reserve in the waste load capacity of the county's wastewater treatment plant (WWTP) in exchange for setting aside land within the SGIH and cost sharing on the construction of a sprayfield. Once constructed, it is anticipated the WWTP capacity could increase approximately 100,000 gallons per day. SGIH has requested a reserve of 30,000 gpd to secure the ability to recruit manufacturing industry to the park.

Executive Summary/Background:

- The sprayfield area is a 20-acre portion of the 300-foot buffer along the southern edge of the park. The land is still in the name of the ECIDA. ECIDA would lease the land to the County to operate the sprayfield at no cost for 70 years.
- Savannah Industrial, LLC (SGIH) would fund the initial design and engineering cost and reimburse the County for 30% of the total cost of the project, up to $300,000.
- Savannah Industrial, LLC will receive $300,000 in credits on reuse and sewer cost recovery fees as the SGIH develops.

Alternatives for Commission to Consider
1 - Approve a Water & Sewer Agreement and Lease agreement with Effingham County Industrial Authority and Savannah Industrial Development, LLC for construction and operation of a wastewater sprayfield at the Savannah Gateway Industrial Hub (SGIH) park on McCall Road and Hodgeville Road.
2 – Take no action; Request additional information
3 – Deny. The County will pursue other opportunities for effluent disposal.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2
Department Review: Engineering, Legal
Funding Source: water and sewer cost recovery fees.

Attachments: 1. Draft Agreements

State of Georgia
Effingham County

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this [__] day of [_____], 2022 (the "Effective Date"), by and between **SAVANNAH INDUSTRIAL DEVELOPMENT, LLC**, a Colorado limited liability company (the "Developer"), and **EFFINGHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Effingham County (the "County").

RECITALS:

WHEREAS, pursuant to that certain Master Development Agreement dated as of March 3, 2016, as amended by that certain Amendment to Master Development Agreement dated as of November 10, 2017 (the "Master Development Agreement"), a short-form version of which is recorded in Deed Book 2338, Page 461, Effingham County, Georgia records, the Effingham County Industrial Development Authority, a public body corporate and politic of the State of Georgia (the "Authority") has appointed Developer to be its sole and exclusive agent and attorney-in-fact, and as its master developer, with respect to approximately 2,584 acres of land owned by the Authority, as more particularly described on **Exhibit A** attached hereto (such property, together with all other property now owned or hereafter acquired by Developer and developed therewith, is hereby referred to as the "Master Development Land"). Developer has developed, and continues to develop, the Master Development Land into an industrial complex known as the Savannah Gateway Industrial Hub (the "Master Development"); and

WHEREAS, to promote the Master Development and to accommodate the needs of the County with respect to its water treatment system, the Developer, the Authority, and the County desire to develop the Spray Field Area (as hereinafter defined) for the lease to and operation by the County of a Spray Field (as hereinafter defined), subject to and in accordance with the terms and provisions contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and intending to be legally bound hereby, the Developer and the County agree as follows:

WITNESSETH:

Section 1. Recitals.

The foregoing recitals are incorporated herein by this reference as if they were set forth herein in their entirety.

Section 2. Definitions.

Various defined terms have the meanings ascribed to such terms in this Agreement. Without limiting the foregoing, the following terms have the following meanings:

A. "Development Costs" shall mean the actual, documented, third party costs incurred by the County for the construction, design and permitting of the Spray Field and related reuse line extension under Hodgeville Road.

B. "Initial Contribution" shall mean the actual, documented, third party costs incurred by the Developer to prepare the Spray Field Plans.

C. "Lease" shall mean the Lease Agreement by and between the Authority, by and through the Developer as its agent and attorney-in-fact, and the County, for the operation of the Spray Field within the Spray Field Area, a copy of which is attached hereto as **Exhibit C**.

D. "Reimbursement Contribution" shall mean an amount that is thirty percent (30%) of the Development Costs.

E. "Reserved Capacity" shall mean thirty percent (30%) of the total design capacity of the Spray Field, but no less than 30,000 gallons per day.

F. "Spray Field" shall mean an estimated one hundred thousand gallon per day (100,000 GPD) spray irrigation field to dispose of pre-treated municipal wastewater (and not, for the avoidance of doubt, untreated wastewater or so-called "gray water").

G. "Spray Field Area" shall mean an approximately twenty (20) acre portion of the Master Development Land as generally depicted on **Exhibit B** attached hereto.

H. "Spray Field Plans" shall mean the professional design and engineering plans and specifications for the construction and development of the Spray Field.

Section 3. Spray Field Development.

A. Promptly after the date hereof, the Developer engage [_____] (the "**Design Professionals**") to prepare the Spray Field Plans. The Developer shall fund the Initial Contribution to pay the Design Professionals for the Spray Field Plans.

B. Once the proposed Spray Field Plans have been completed by the Design Professionals to the satisfaction of the Developer, the Developer shall provide the County

with a copy of the proposed Spray Field Plans for its review, comment and approval. The County agrees to not to unreasonably withhold or condition its approval of the proposed Spray Field Plans, and to approve or provide specific comments to the proposed Spray Field Plans within ten (10) business days after submittal of same by the Developer to the County. The Developer shall cause the Design Professionals to promptly revise the proposed Spray Field Plans to address the County's comments and shall resubmit the revised Spray Field Plans to the County for approval or comment in the same manner as the initial proposed Spray Field Plans. This process shall repeat until both the Developer and the County have fully approved the Spray Field Plans.

C. Promptly following the mutual approval of the Spray Field Plans by both the Developer and the County, the County shall procure all applicable governmental and third party permits and approvals necessary for the County to construct the Spray Field, including, without limitation, the waiver of the 300' buffer in which the Spray Field Area is located (the "**Permits**").

D. The "Commencement Date" of the Lease is the date upon which both the Developer and the County have fully approved the Spray Field Plans and the County has obtained all necessary Permits. Promptly following the Commencement Date, the County shall diligently and continuously, at its sole cost and expense subject to the reimbursements set forth herein, develop and construct the Spray Field within the Spray Field Area in accordance with the Spray Field Plans.

E. Within thirty (30) days of the substantial completion of the Spray Field, the County shall provide the Developer written notice of the Spray Field completion (the "Completion Notice"), along with a certified accounting of the Development Costs. Within

thirty (30) days of receipt of the County's Completion Notice, the Developer may notify the County in writing of any objections to the construction of the Spray Field and/or to the accounting of the Development Costs (the "Objection Notice"). Within ten (10) days of receipt of the Developer's Objection Notice, the County shall by written notice to the Developer either accept the Developer's objections and correct any construction defects or non-conformities noted in such objections and/or adjust the accounting in accordance with Developer's Objection Notice, or it may dispute the Developer's objections. The parties agree to cooperate in good faith to resolve any construction defects, non-conformities and/or accounting disputes. If the parties are unable to resolve any such disputes amongst themselves within a reasonable time not to exceed sixty (60) days, the parties agree to submit such disputes to a neutral third party reasonably agreeable to the parties. For the avoidance of doubt, if either party fails to timely respond pursuant to the respective time periods provided this subsection, such failure to respond shall be deemed a waiver of such objection and response rights, as applicable.

F. Within thirty (30) days after the Completion Notice, or, if later, the final resolution or adjudication of the Development Costs, the Developer shall reimburse the County for a portion of the Development Costs in an amount equal to the Reimbursement Contribution, capped at a total amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00). The Initial Contribution incurred by Developer shall be fully credited toward the Reimbursement Contribution.

Section 4. Development Incentives.

A. The Developer shall have the right to connect the Master Development to the Spray Field for purposes of using up to, but not exceeding, the Reserved Capacity. The

County hereby agrees to reserve the Reserved Capacity for the Developer for use and sub-allocation within the Master Development. The County shall have the right to use all capacity of the Spray Field, other than the Reserved Capacity, for its own purposes.

B. The County hereby agrees to provide the Developer with credits against the Developer's reuse water capacity capital recovery fee and any sanitary sewer or other fees or charges that would otherwise be due and payable to the County with respect to the future development of the Master Development or portions thereof (the "**Water Reuse Credits**"), on a dollar-for-dollar basis in an amount equal to the Reimbursement Contribution. The Water Reuse Credits shall be irrevocably vested in Lessor as of the date upon which construction of the Spray Field is substantially completed, and shall thereafter be freely assignable by Developer, in its capacity as master developer under the Master Development Agreement, in its sole discretion to third parties who will develop improvements within the Master Development for which the reuse water capacity capital recovery fee would otherwise be due and payable.

C. The provisions of this Section 4 shall survive the expiration or termination of the Lease and this Agreement. Any unused Water Reuse Credits will survive the expiration or earlier termination of the Lease and this Agreement.

Section 5. Term.

Subject to Section 4.C. above, the "Term" of this Agreement shall become effective as of the Effective Date and shall continue in full force and effect until the expiration or earlier termination of the Lease in accordance with its terms, unless earlier terminated in accordance with Section 6 below.

Section 6. Termination.

This Agreement may be terminated as follows:

A. by Developer, in the event the County fails to commence or substantially complete construction or permit the reuse of the Spray Field on or prior to the date that is one (1) year from the Effective Date upon not less than thirty (30) days' prior written notice to the County; provided, however, that if within such thirty (30) day period, the County commits in writing to Developer to construct and thereafter commence the operation of the Spray Field within one hundred eighty (180) days after its receipt of such termination notice, and thereafter diligently and continuously abides by such commitment within such one hundred eighty (180) day period, then such termination shall be of no further force and effect and this Agreement shall continue in full force and effect; or

B. by either party, in the event of a material breach of this Agreement by the other party, effective immediately upon written notice if the defaulting party has first failed to cure such breach (if reasonably capable of cure) within 30 days of receipt of written notice of such breach; or

C. by either party, effective immediately upon written notice in the event the Lease terminates or expires by its terms.

Section 7. Compliance with Laws.

The parties shall comply with all existing and future federal, state, and local statutes, laws, ordinances, rules, and regulations in connection with the rights, duties, and obligations herein.

Section 8. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 9. County Responsibility.

The County shall be solely responsible for and shall pay any claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature, including without limitation reasonable attorney's fees, to the extent caused by or are attributable to the construction or operation of the Spray Field or the activities of the County with the Spray Field Area.

Section 10. Representations and Warranties of the Parties.

Each party hereby represents and warrants to the other parties that it has full power and authority to execute this Agreement and to perform and carry out the obligations of such party contemplated herein and that this Agreement constitutes the legal, valid, and binding obligation of and enforceable against such party in accordance with the terms hereof.

Section 11. Entire Agreement.

This Agreement including all attached exhibits shall constitute the entire agreement between the parties related to the subject matter hereof and shall supersede all previous agreements, written or oral related to the subject matter hereof.

Section 12. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by all parties.

Section 13. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 14. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

Section 15. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 16. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the Authority: Effingham County Industrial Development Authority
520 W. Third Street
Springfield, Georgia 31329
Attn: CEO

If to the County: Effingham County Board of Commissioners
601 North Laurel Street

Springfield, Georgia 31329
Attn.: County Administrator

If to Developer: Savannah Industrial Development, LLC
c/o Broe Real Estate Group
252 Clayton Street
Denver, Colorado 80206
Attn: Ronald J. Corsentino

With Copy to: Holland & Knight LLP
1180 West Peachtree Street NE, Suite 1800
Atlanta, Georgia 30309
Attn: Matthew T. Joe

Any party may change its respective notice addresses by written notice to the other party.

Section 17. Excusable Delay.

No party hereto shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "**force majeure**"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall any party be held liable to the other parties for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer,

then Developer shall, in addition to all other rights and remedies provided in this Agreement or in law or equity, be entitled, but not obligated, to complete the County's obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County's obligations hereunder, in accordance with Section 9 of the Effingham County Georgia Impact Fee Ordinance (or any successor provision), be entitled to a credit for the cost of such completion against any and all fees and/or other charges associated with, without limitation, the Developer's connection to the Spray Field, any reuse water service recovery fees and capacity fees related to any such Spray Field connections, and any sanitary sewer or other fees or charges otherwise chargeable by the County accruing to the Developer or for the Savanah Gateway Industrial Hub or the Master Development.

Section 18. Assignment.

This Agreement may be assigned in whole or in part by the Developer to any successor developer of the Master Development without the consent of the County, but otherwise may be assigned by the Developer only with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. The County may not assign this Agreement without prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 19. No Partnership, Joint Venture, or Agency.

The parties hereto are acting herein as independent parties. Nothing herein contained shall create or be construed as creating a partnership or joint venture relationship among two or more of

the parties and no party shall have the authority to bind any other party in any respect. Without limiting the foregoing, the Developer is an independent party and shall not be considered the agent.

Section 20. Counterparts.

The parties hereto may execute this Agreement in one or more counterparts (including by facsimile, digital, electronic, or ".PDF" signature), and all such counterparts shall be construed together and constitute one and the same instrument.

Section 21. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County has caused these presents to be executed by their respective proper officer under seal, affixed, this as of the Effective Date.

COUNTY:

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt
Its: Chairman

Attest By: _____
Stephanie Johnson
Its: Clerk

EXECUTED IN THE PRESENCE OF:

_____

WITNESS

Sworn to and subscribed before me this

____ day of _____, 20_____.

_____

NOTARY PUBLIC

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

DEVELOPER:

SAVANNAH INDUSTRIAL DEVELOPMENT, LLC

By: _____
Name: Ronald J. Corsentino
Its: Manager

EXECUTED IN THE PRESENCE OF:

_____
WITNESS

Sworn to and subscribed before me this
____ day of _____, 20_____.

_____
NOTARY PUBLIC

EXHIBIT A

Legal Description of Master Development Land

[To Be Attached]

EXHIBIT B

Proposed Spray Field Area

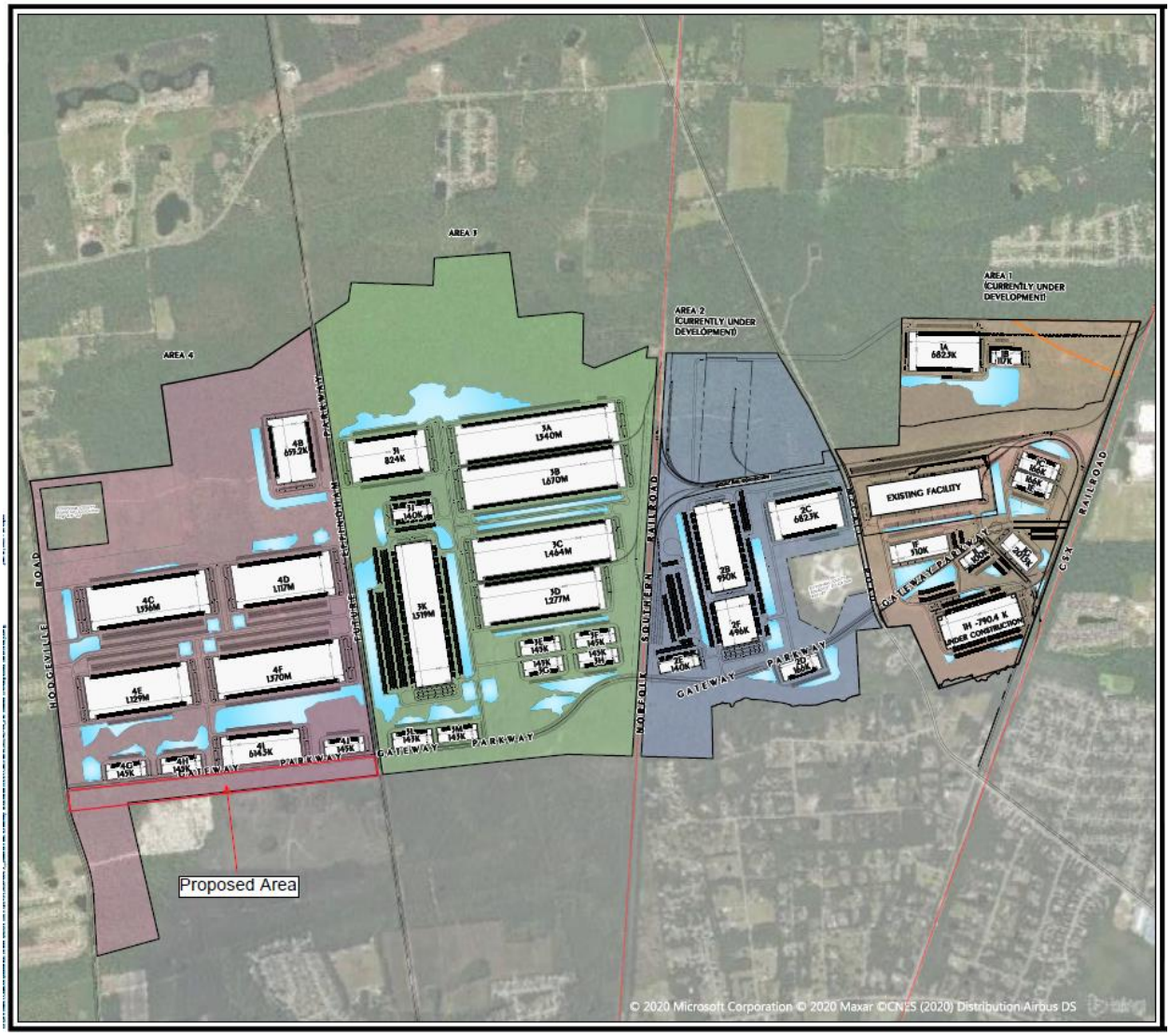


EXHIBIT C

Spray Field Lease Agreement

[Attached]

STATE OF GEORGIA

COUNTY OF EFFINGHAM

SPRAY FIELD LEASE AGREEMENT

This **SPRAY FIELD LEASE AGREEMENT** (hereinafter, this "**Lease**") is made and entered into on the ____ day of [_____], 2022, by and between **EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public body corporate and politic, by and through its agent and attorney-in-fact, (hereinafter "**Lessor**"), at the direction and with the consent of **SAVANNAH INDUSTRIAL DEVELOPMENT, LLC**, a Colorado limited liability company (hereinafter, "**Developer**"), and **EFFINGHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Effingham County (hereinafter "**Lessee**").

WITNESSETH

A. Pursuant to that certain Master Development Agreement dated as of March 3, 2016, as amended by that certain Amendment to Master Development Agreement dated as of November 10, 2017 (the "**Master Development Agreement**"), a short-form version of which is recorded in Deed Book 2338, Page 461, Effingham County, Georgia records, Lessor has appointed Developer to be its sole and exclusive agent and attorney-in-fact, and as its master developer, with respect to approximately 2,584 acres of land owned by Lessor (such property, together with all other property now owned or hereafter acquired by Developer and developed therewith, is hereby referred to as the "**Master Development Land**"). Developer intends to develop the Master Development Land into an industrial complex known as the Savannah Gateway Industrial Hub (the "**Master Development**").

B. To promote the Master Development and to accommodate the needs of the Lessee with respect to its water treatment system, Developer and Lessee have entered into that certain Pre-Development Agreement dated as of [_____, 2022] (the "**Pre-Development Agreement**"), for the construction and operation of a Spray Field (hereinafter defined).

C. To further promote the Master Development and to accommodate the needs of the Lessee with respect to its water treatment system, Lessor, at the direction and with the consent of Developer, desires to lease to Lessee, and Lessee desires to lease from Lessor, an approximately 20 acre portion of the Master Development Land described on Exhibit A attached hereto (the "**Leased Premises**") for the construction and operation of a Spray Field, subject to and in accordance with the terms of this Lease.

For and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. LEASED PREMISES AND PERMITTED USE:

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises, on the terms and conditions set forth herein. Lessee shall use the Leased Premises solely for the operation of a spray irrigation field (the "**Spray Field**") to dispose of pre-treated municipal wastewater (and not, for the avoidance of doubt, untreated wastewater or so-called "gray water"), and no other purpose (the "**Permitted Use**").

(b) Pursuant to the Pre-Development Agreement, Lessee shall be solely responsible for constructing, the Spray Field and all supporting utility infrastructure and access driveways required by Lessee in connection with its use of the Leased Premises. The costs of the design and construction of the Spray Field shall be borne by the Developer and Lessee as set forth in the Pre-Development Agreement. Lessee shall be solely responsible for procuring, and for paying for, all utilities consumed by Lessee in connection with its use of the Leased Premises.

(c) Lessee shall not use or occupy the Leased Premises in any unlawful, disorderly, or hazardous manner. In no event shall Lessee overspray the Spray Field to the detriment of the Leased Premises or adjacent property, or conduct or permit any activity that might constitute a public or private nuisance or diminish the usefulness or utility of the Master Development.

2. TERM AND RENT; NET LEASE: The term of this Lease shall commence on the date upon which both the Developer and the County have fully approved the "Spray Field Plans" under the Pre-Development Agreement and the County has obtained all necessary "Permits" under the Pre-Development Agreement, and shall expire at 11:59 p.m., EST, on December 31, 2121 (hereinafter the "**Term**"), unless earlier terminated pursuant to the terms hereof. For the rights herein granted by Lessor to Lessee, for and during the Term of this Lease, Lessee shall pay to Lessor the amount of One Dollar and 00/100 ($1.00) per year (hereinafter referred to as "**Rent**") in January each year. Lessee shall also provide to Developer the credits and other consideration set forth in the Pre-Development Agreement. Except as otherwise explicitly provided herein, this Lease shall be deemed and construed to be a "triple net lease," and Lessee shall be solely responsible for any and all charges, assessments, impositions, and expenses of any nature whatsoever pertaining to the Leased Premises.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS: Subject to the terms of the Pre-Development Agreement, Lessee shall be responsible for and bear the liability and expense of all construction, repairs and maintenance of the Leased Premises and all improvements, additions, and alterations on or about the Leased Premises, including, without limitation, the Spray Field. Lessee shall keep and maintain the Spray Field in good working condition throughout the Term at Lessee's sole cost and expense. Lessee, at its expense, shall discharge any and every mechanics' or materialman's lien with respect to any work performed on the Leased Premises during the Term, or any other work by or for Lessee, within fifteen (15) days from the filing thereof, or Lessor shall have the right (but not the obligation) to do so at Lessee's expense.

4. EASEMENTS, AGREEMENTS, OR ENCUMBRANCES: The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Leased Premises. Additionally, Lessor shall have the right, but not the obligation, to further encumber the Leased Premises with restrictive covenants and easements in the future without Lessee's consent unless such covenants and easements will materially interfere with Lessee's construction or operation of the Spray Field or its other express rights under this Lease, in which case Lessee shall not unreasonably withhold, condition or delay its consent.

5. QUIET ENJOYMENT: Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor if Lessee pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

6. ASSIGNMENT OR SUBLEASE: Lessee may not assign this lease or sublease any portion of the Leased Premises without the expressed written consent of Lessor. All rights of Lessor hereunder shall be fully and freely assignable by Lessor, without notice to, or consent of, Lessee.

7. COMPLIANCE WITH LAWS:

(a) Lessee shall comply, at Lessee's sole risk, cost and expense, with all applicable laws and any and all orders, requirements or conditions now or hereafter imposed affecting or with respect to the Leased Premises by the ordinances, laws or regulations of the State of Georgia, the federal government, or any political subdivision thereof, to be done or performed during the Term, and whether required in the conduct of Permitted Use or not (collectively, "**Applicable Laws**"). Without limiting the foregoing, Lessee shall timely comply with all reporting requirements relating to its use of the Spray Field imposed by Applicable Laws, and shall make such reports available to Lessor upon request. Lessee shall likewise procure all governmental licenses and permits required to conduct the Permitted Use at the Leased Premises, and comply with the requirements of each such license or permit. Lessee shall not disturb or impact any portion of the Leased Premises that constitutes "wetlands" under Applicable Law without first obtaining the prior written consent of Lessor and securing all applicable permits and licenses required therefor.

(b) Lessee shall not (i) cause or permit any Hazardous Materials (hereinafter defined) to be brought upon, stored, used or disposed on, in or about the Leased Premises, or (ii) permit the release, discharge, spill or emission of any Hazardous Material in or from the Leased Premises. Lessee shall be fully responsible for, and shall pay for, all costs, expenses, damages or liabilities (including, but not limited to those incurred by Lessor or other adjoining property owners) that may occur from the use, storage, disposal, release, spill, discharge or emissions of Hazardous Materials on the Leased Premises by, through or under Lessee or otherwise occurring during the Term. The provisions of this Section 7(b) shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the Term or any earlier termination of this Lease. As used in this Lease, the term "**Hazardous Materials**" shall include, without limitation: (1) those substances included within the definitions of "hazardous substances", "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) ("**CERCLA**"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), and the Hazardous Materials Transportation Act, and in the regulations promulgated pursuant to said laws, all as amended; (2) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); and (3) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyl, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section of the Clean Water Act (33 U.S.C. §1317); (E) flammables or explosives; (F) radioactive materials; or (G) untreated wastewater or so-called "gray water."

8. RESERVATION OF RIGHTS: During the Term, Lessor hereby expressly reserves the right to enter upon and to use the Leased Premises or any portion thereof for all purposes that do not materially impair Lessee's ability to use the Leased Premises for the Permitted Use. Lessor shall not unreasonably disturb Lessee's construction, use or operation of the Spray Field. Notwithstanding anything to the contrary

contained in this Agreement, if Lessor uses the Leased Premises for the purposes reserved herein, Lessor shall be solely responsible for any and all incremental liabilities, costs and expenses caused thereby.

9. TERMINATION RIGHTS:

(a) If Lessee fails to timely construct and commence operation of the Spray Field on or prior to _____, 20___, then Lessor shall have the right, but not the obligation, to terminate this Lease upon not less than thirty (30) days prior written notice to Lessee, provided, however, that if within such thirty (30) day period, Lessee commits in writing to Lessor to construct and thereafter commence the operation of the Spray Field for the Permitted Use within one hundred eighty (180) days after its receipt of Lessor's termination notice, and thereafter diligently and continuously abides by such commitment within such one hundred eighty (180) day period, then Lessor's termination shall be of no force and effect and this Lease shall continue.

(b) If Lessee, having previously constructed and commenced operation of the Spray Field for the Permitted Use, ceases operation of the Spray Field for the Permitted Use for a continuous period of one (1) year or more, then Lessor shall have the right, but not the obligation, to terminate this Lease upon not less than thirty (30) days prior written notice to Lessee, provided, however, that subject to the last sentence of this paragraph, if within such thirty (30) day period, Lessee commits in writing to Lessor to recommence the operation of the Spray Field for the Permitted Use within ninety (90) days after its receipt of Lessor's termination notice, and thereafter diligently and continuously abides by such commitment within such ninety (90) day period, then Lessor's termination shall be of no force and effect and this Lease shall continue. Notwithstanding the foregoing, if Lessor has purported to terminate this Lease, and Lessee has voided such termination, under this provision more than twice during the Term, then further terminations by Lessor under this Section 9(b) shall not be thereafter voidable by Lessee.

(c) If the Pre-Development Agreement terminates in accordance with its terms, then either party may terminate this Lease effective immediately upon written notice to the other party.

10. DEFAULT: A "**Default**" shall be deemed to have been committed by Lessee upon the occurrence of any of the following events: (i) Lessee's failure to timely pay when due any amount for which Lessee is responsible hereunder, which failure continues for a period of fifteen (15) days after written notice from Lessor; or (ii) the conveyance, assignment, mortgage or sublet of this Lease, the Leased Premises or any part thereof, or Lessee's interest therein, or attempt any of the foregoing, without the prior written consent of Lessor; or (iii) Lessee's failure to maintain the insurance coverage required herein, which failure is not cured within five (5) days after written notice from Lessor; (iv) Lessee's violation or failure to perform any of the other terms, conditions, covenants, or agreements herein made by Lessee and which violation or failure continues for thirty (30) days after written notice from Lessor; or (v) any default beyond applicable notice and cure periods occurs under the Pre-Development Agreement. Upon a Default, at Lessor's option, this Lease shall terminate, and Lessor shall be entitled to exercise all remedies available to Lessor under Applicable Laws.

11. INSURANCE:

(a) Lessee shall maintain at all times during the Term hereof and at its sole cost and expense, broad-form commercial general liability insurance for bodily injury and property damage, including, without limitation, personal injury and contractual liability coverage. Such insurance at all times shall be

in an amount of not fewer than Two Million Dollars ($2,000,000) combined single limit aggregate for bodily injury or death or damage to property, which minimum amount shall escalate by ten percent (10%) every fifth (5th) year of the Term unless waived by Lessor. In no event shall the limits of such policy be considered as limiting the liability of Lessee under this Lease. Such policy shall name Lessor, Developer, and any other person named by Lessor, as additional insureds, and shall contain a provision that the same may not be cancelled or reduced without providing Lessor and Developer not fewer than thirty (30) days prior written notice. Lessee shall deliver to Lessor certificates of insurance evidencing the existence and amounts of said insurance prior to the commencement of the Term and at least ten (10) days prior to any renewals thereof. Lessee shall bear all risk of loss with respect to the Spray Field and its other improvements to the Leased Premises.

(b) Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, maintained by such party or required to be maintained by such party under this Lease, but only to the extent that such loss or damage is recovered under said insurance policies (if such policy or policies have been obtained) or would have been covered if such party had obtained the required insurance coverage hereunder. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

12. LIABILITY:

(a) Neither Lessor nor Developer shall be liable to Lessee or any party claiming by, through or under Lessee for any damage, loss, compensation, accident, injury or claims whatsoever as to persons or property; interruption in the use of the Leased Premises; use or operation (by Lessor, Lessee or any other person or persons whatsoever) of the Spray Field; termination of this Lease by reason of the destruction of the Leased Premises; fire, robbery, theft, or any other criminal or tortuous activity whatsoever, or any other casualty whatsoever; any leakage in any part or portion of the Leased Premises; acts or omissions of any third party occupying property adjoining all or any part of the Leased Premises; any water, gas, steam, fire, explosion, or electrical problem; the bursting, stoppage or leakage of any pipes, sewer pipes, drains, conduits, appliances or plumbing works; or any other cause whatsoever. Lessee shall look solely to the equity in the Leased Premises of the then owner of the Leased Premises for satisfaction of any remedies of Lessee under this Lease.

(b) Lessee shall be solely responsible for, and shall pay for, any cost, damage, claim, liability or expense (including attorneys' fees) incurred by or claimed against Lessor or Developer, directly or indirectly, as a result of or in any way arising from (i) Lessee's use and occupancy of the Leased Premises, including, but not limited to, any cost, damage, claim, liability or expense arising from any Applicable Law; (ii) the negligence or willful misconduct of Lessee, its officers, directors, employees and agents; (iii) any default, breach or violation of this Lease by Lessee; or (iv) injury or death to individuals or damage to property sustained at the Leased Premises.

13. END OF TERM: Upon the expiration or other termination of the Term, Lessee shall surrender the Leased Premises in good order, condition, and repair. At Lessor's option, Lessee shall either (a) remove the Spray Field and its other improvements from the Leased Premises and restore the Leased Premises to

substantially the same condition existing prior to the commencement of the Term, or (b) leave in place the Spray Field or any other specified improvements, in which case such specified improvements will automatically be and become the property of Lessor without need of further action by the parties. Lessee shall be solely responsible for, and shall pay, all damages (including consequential damages), losses, expenses and costs (including attorneys' fees and court costs) that Lessor may suffer as a result of Lessee's holdover use and occupancy of the Leased Premises.

14. NOTICE: Any notice required to be given pursuant to the terms of this Lease shall be effective when made in writing and sent via certified or registered mail to the respective parties at the following addresses: If to Lessor: Effingham County Industrial Development Authority, 520 W. Third Street, Springfield, Georgia 31329, Attn: CEO, with a copy to Savannah Industrial Development, LLC, c/o Broe Real Estate Group, 252 Clayton Street, Denver, Colorado 80206, Attn: Ronald J. Corsentino, with another copy to Holland & Knight LLP, 1180 West Peachtree Street NE, Suite 1800, Atlanta, Georgia 30309, Attn: Matthew T. Joe. If to Lessee: Board of Commissioners of Effingham County, 601 N. Laurel Street, Springfield, Georgia 31329, Attn.: County Administrator. Any party may change its respective notice addresses by written notice to the other party.

15. ROLE OF DEVELOPER: During the term of the Master Development Agreement, and so long as Effingham County Industrial Development Authority is and remains the fee owner of the Leased Premises, Lessee shall be entitled to rely, and shall rely, solely upon the approvals, consents, and directives of Developer as being binding upon "Lessor" hereunder.

16. BINDING EFFECT: The terms of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

17. APPLICABLE LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

18. TIME OF THE ESSENCE: Time is of the essence of this Lease.

19. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties, and no other prior oral or written agreements shall be binding upon the parties. This Lease may not be modified except by a written addendum executed by both the parties with the same formality with which this Lease is executed.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date and year indicated above.

LESSOR:

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,
a body corporate and politic of the State of Georgia

By: Savannah Industrial Development, LLC,
a Colorado limited liability company,
its agent and attorney-in-fact pursuant to instrument recorded in Deed Book 2338, Pages 452-460, Effingham County, Georgia records

By: _____
Name: Ronald J. Corsentino
Title: Manager

LESSEE:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt
Its: Chairman

Attest

By: _____
Stephanie Johnson
Its: Clerk

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 16, 2022
Item Description: **David D. Smith** as Agent for **Effingham County Industrial Development Authority** requests to **rezone** 6.96 acres from **B-2** to **B-3** to allow for the development of a truck stop with fueling station and convenience store. Located on Old River Road. **Map# 330 Parcel# 46**

Summary Recommendation
Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.96 acres from **B-2** to **B-3** to allow for the development of a truck stop with fueling station and convenience store, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of a Parker's Kitchen, and will include eight (8) standard fueling positions, three (3) diesel fuel stations, with proposed expansion to four diesel fueling stations.
- The scale of the Truck Stop development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3745); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the county Future Land Use map, which designates the area as Mixed Use. Mixed Use characteristics are defined at the discretion of the community.
- Old River Road is not a county truck route, however, the proposed development is close to the I-16 interchange. A Traffic Study will be necessary to assess the need for turn lanes.
- The development will be served by private well and septic system.
- At the July 18, 2022 Planning Board meeting, Ryan Thompson made a motion to **table** the request to rezone 6.96 acres from **B-2** to **B-3**, pending return of the project DRI report and clarification of the purpose of the rezoning. The motion failed.
- Brad Smith made a motion to **deny** the request to rezone 6.96 acres from **B-2** to **B-3.**
- The motion for denial was seconded by Alan Zipperer, and carried 3-1. Ryan Thompson abstained.
- At the August 2, 2022 meeting, the Board of Commissioners approved the rezoning with an added condition (# 4).

Alternatives

1. Approve the request to **rezone** 6.96 acres from **B-2** to **B-3**, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
3. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
4. Overnight truck parking is prohibited.

2. Deny the request to **rezone** 6.96 acres from **B-2** to **B-3**.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 330-46
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 330-46

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS DAVID D. SMITH AS AGENT FOR EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY has filed an application to rezone six and ninety-six hundredth (6.96) +/- acres; from B-2 to B-3 to allow for the development of a fueling station and convenience store; map and parcel number 330-46, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 29, 2022; and

IT IS HEREBY ORDAINED THAT six and ninety-six hundredth (6.96) +/- acres; map and parcel number 330-46, located in the 1st commissioner district is rezoned from B-2 to B-3, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
3. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
4. Overnight truck parking is prohibited.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 16, 2022
Item Description: **Stature Investments** as Agent for **Joye Polk, et al.,** requests a **variance** to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses. Located on Old Augusta Road, zoned **AR-1**, proposed zoning **I-1**. **Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **variance** to reduce required buffers between industrial and non-industrial parcels.

Executive Summary/Background

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

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

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant plans two warehouses: 820,800 sf and 248,000 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300'.
- *Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.*
- The parcels with frontage on Old Augusta Road are part of Abercorn Acres, a residential subdivision.
- Buffer reduction requested at Abercorn Acres and Abercorn Rd parcel boundaries: from 300' to 150', with a 20' earthen berm in the upland areas. Buffer reduction at the eastern boundary from 300' to 25'.
- Ryan Thompson Recused himself from this item.
- At the July 18, 2022 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a **variance** to reduce required buffers between industrial and non-industrial parcels.
- The motion was seconded by Brad Smith, and carried unanimously.
- At the August 2, 2022 meeting, the Board approved the variance with an added condition (#1)

Alternatives

1. Approve request for a **variance** to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses, with the following condition:

1. A 25-foot wide buffer consisting of a 5-foot high earthen berm shall be constructed at the eastern boundary of parcel 477-9, where it meets 477-10 and 477-11. The berm shall be planted with vegetation. Property owner/Applicant and its successors and assigns shall perpetually maintain the earthen berm and vegetation.

2. Deny request for a **variance** to reduce required buffers between industrial and non-industrial parcels.

Recommended Alternative: 1 **Other Alternative:** 2
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 477-8&9, 477A-6&10
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 477-8&9, 477A-6&10

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, STATURE INVESTMENTS AS AGENT FOR VARIOUS has filed an application for a variance, to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses; map and parcel number 477-8&9, 477A-6&10, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on August 2, 2022 and notice of said hearing having been published in the Effingham County Herald on July 13, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 29, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses; map and parcel number 477-8&9, 477A-6&10, located in the 5th commissioner district is approved, with the following condition:

1. A 25-foot wide buffer consisting of a 5-foot high earthen berm shall be constructed at the eastern boundary of parcel 477-9, where it meets 477-10 and 477-11. The berm shall be planted with vegetation. Property owner/Applicant and its successors and assigns shall perpetually maintain the earthen berm and vegetation.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Assemblage Permit (Fourth District)
Author: Teresa Concannon, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 16, 2022
Item Description:
Consideration to approve an Assemblage Permit for Melissa Reagan of Madrac Farms to hold a pumpkin patch, corn maze, hayrides, corn pit slide, playground, and vendors event on five weekends in October, from 9am - 11pm, on Ralph Rahn Road. **Map #411 Parcels #19A, 19B, 24** in the Fourth District
Summary Recommendation:
Staff recommends approval for an Assemblage Permit for a pumpkin patch event at 580 Ralph Rahn Road, Rincon, beginning October 1, 2022 through October 31, 2022, from 9 am to 11pm, on weekends only.

Executive Summary/Background:

- Ms. Reagan holds a pumpkin patch event each year at 580 Ralph Rahn Road, Rincon, and wishes to continue the activity this year beginning October 1, 2022 through October 31, 2022, from 9 am to 11pm, on weekends only.
- There will be traffic attendants stationed at the entrance road and in the parking area. Sheriff's Department deputies will also be on-site to direct traffic. Onsite parking is provided.
- There will be portable toilets, hand washing stations, trash receptacles, and dumpsters onsite, pursuant to Health Department requirements. Vendors will be inspected before they can sell food.
- The applicant has applied for a *Temporary Food Service Event Organizer* permit from DPH.

Alternatives for Commission to Consider
1 - Approve request for an Assemblage Permit for a pumpkin patch event at 580 Ralph Rahn Road, Rincon, beginning October 1, 2022 through October 31, 2022, from 9 am to 11pm, on weekends only, with the following condition:
1. Off-street parking provided on the property.

2 - Deny request for an Assemblage Permit for a pumpkin patch event at 580 Ralph Rahn Road.

Recommended Alternative: #1 **Other Alternatives:** #2

Department Review: Development Services **Funding Source:** N/A

Attachments:
1. Assemblage permit application and information
2. *Temporary Food Service Event Organizer* application and plans
3. Deed and plat showing legal access to easement
4. Location map

APPLICANT NAME: Madrac Farms / Melissa Reagan
MAILING ADDRESS: 580 Ralph Rahn Rd. Rincon, GA 31326
PHONE (912) 704-7051
PIN# (FOR SITE LOCATION): Map# 24 Parcel# 04110019B00
04110019A00
04110024

ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to Melissa Reagan to hold a public gathering in the County of Effingham on Oct. 1 - Oct. 31, 2022 at 9a.m. - 11p.m **am/pm.** The gathering is to be held at said location known as Madrac Farms, LLC.

DESCRIPTION OF EVENT: Pumpkin Patch

SPECIAL CONDITIONS: Please see attached

WILL ALCOHOL BE SERVED DURING THIS EVENT? [ ] YES [X] NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? [ ] YES [X] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

ZONING ADMINISTRATOR
EFFINGHAM COUNTY

DATE

DATE AUTHORIZED BY
EFFINGHAM COUNTY BOARD OF COMMISSIONERS:

County Clerk

CC: Effingham County Sheriff Department
Effingham County Emergency Medical Services
Volunteer Fire Department

Madrac Farms, LLC

Assemblage Permit Attachment

Madrac Farms now enters its 12th year growing pumpkins, and we ask again that the County Commissioners and its advisors issue the farm an Assemblage Permit for the 2022 season.

Our unique farm has blossomed in its 12 years, with growth at every turn. As we add educational and traditional fun implements to keep our guests entertained while they learn about pumpkin farming during their visit, we have also added necessities to keep our guests and neighbors safe in Octobers.

We have an additional two acres of parking to help alleviate any traffic disruptions on public roads. A great strategy for parking was implemented in the middle of the season last year with the help of the Sheriff's Office that keeps lines of cars off Ralph Rahn Rd. The Sheriff's office will be with us again this year to keep our guests safe.

We have also added additional portable toilets, hand washing stations, trash receptacles and dumpsters to keep up with natural and food waste. Every year we apply for a Food organizers permit with the Health department, and take their guidance to stay healthy during the festival.

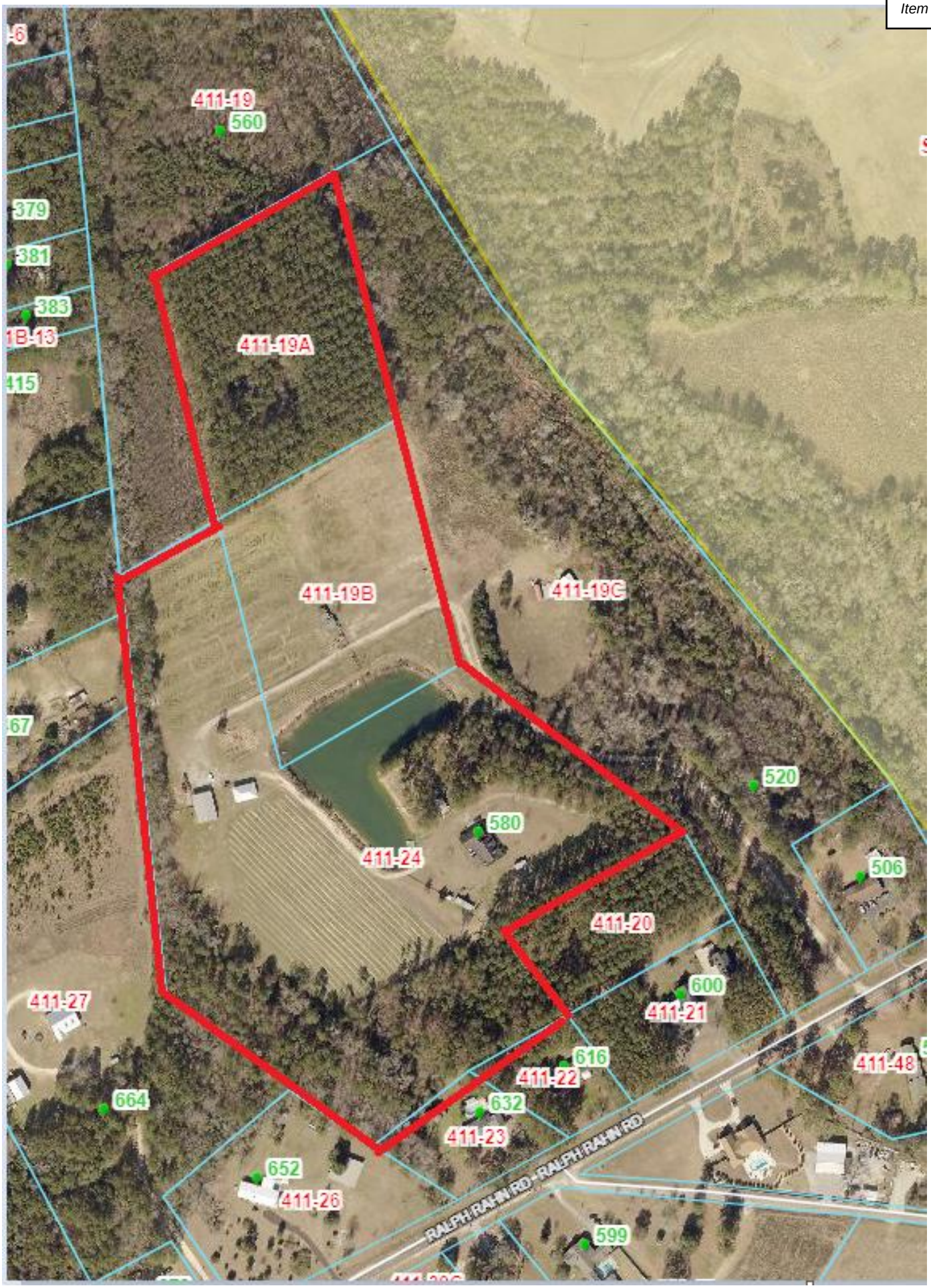
Lastly, our farm employs up to 30 people during September and October, giving high school aged kids and others, valuable work experience and a great way to earn extra money for the upcoming Holiday season.

We look forward to another exciting season of offering U-pick pumpkins to Effingham County and its neighbors. We thank you for your consideration. Please let us know if there are any questions we can answer.

U-pick pumpkins	Pumpkin Sales
Super Slide	Produce Sales
Playground	Food Vendors
Corn Maze	Craft/Farm Vendors
Animal Feeding	Giant Pumpkin
Corn Cannons	Corn Pit

Open every Saturday and Sunday in October from 9/10 a.m. to dark.

Melissa Reagan
Owner/Operator
(912) 704-7651


411-19
560
379
381
383
1B-13
415
411-19A
411-19B
411-19C
67
520
580
411-24
506
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600
411-21
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RALPH RAHN RD
RALPH RAHN RD
599

GSCCCA.org - Image Index

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ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COUR
T
EFFINGHAM COUNTY

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 30th day of June, 2017, between KEVIN MICHAEL RAHN of the FIRST PART, and GUERRY G. REAGAN and MELISSA ANN REAGAN of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection he has for his son-in-law and daughter, the said SECOND PARTIES herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said parties of the SECOND PART , as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Five and Three Tenths (5.3) acres, more or less, as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North-Northwest by a 60-foot wide access easement, a distance of 427.89 feet; on the East-Northeast by a 60-foot wide access easement, a distance of 530 feet; on the South-Southeast by lands now or formerly of Guerry G. Reagan, a distance of 427.89 feet, and on the West-Southwest by lands now or formerly of Kevin Michael Rahn, a distance of 530 feet.

Express reference is hereby made to the plat of said lands made by Neel B. Ackerman, R.L.S. #1128, dated June 1, 2005 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 99-C2 for better determining the metes and bounds of said lands herein conveyed.

TOGETHER WITH a 60-foot wide perpetual, non-exclusive access easement for ingress and egress and for utility purposes show running from Ralph Rahn Road to said 5.03 acres tract of land and more particularly shown on said plat above referred to.

SUBJECT TO, said 60-foot wide access easement above referred to.

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

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

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

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

Kevin Michael Rahn (SEAL)
KEVIN MICHAEL RAHN

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
bp

LINDA M. POLLETT NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA My Commission Expires Nov. 16, 2017

RECORDING INFORMATION

GRID NORTH
EAST ZONE

SURVEYORS NOTES

1. ALL MATTERS OF TITLE ARE EXCEPTED, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. ADDITIONAL EASEMENTS AND RIGHT OF WAY MAY EXIST THAT ARE NOT SHOWN.

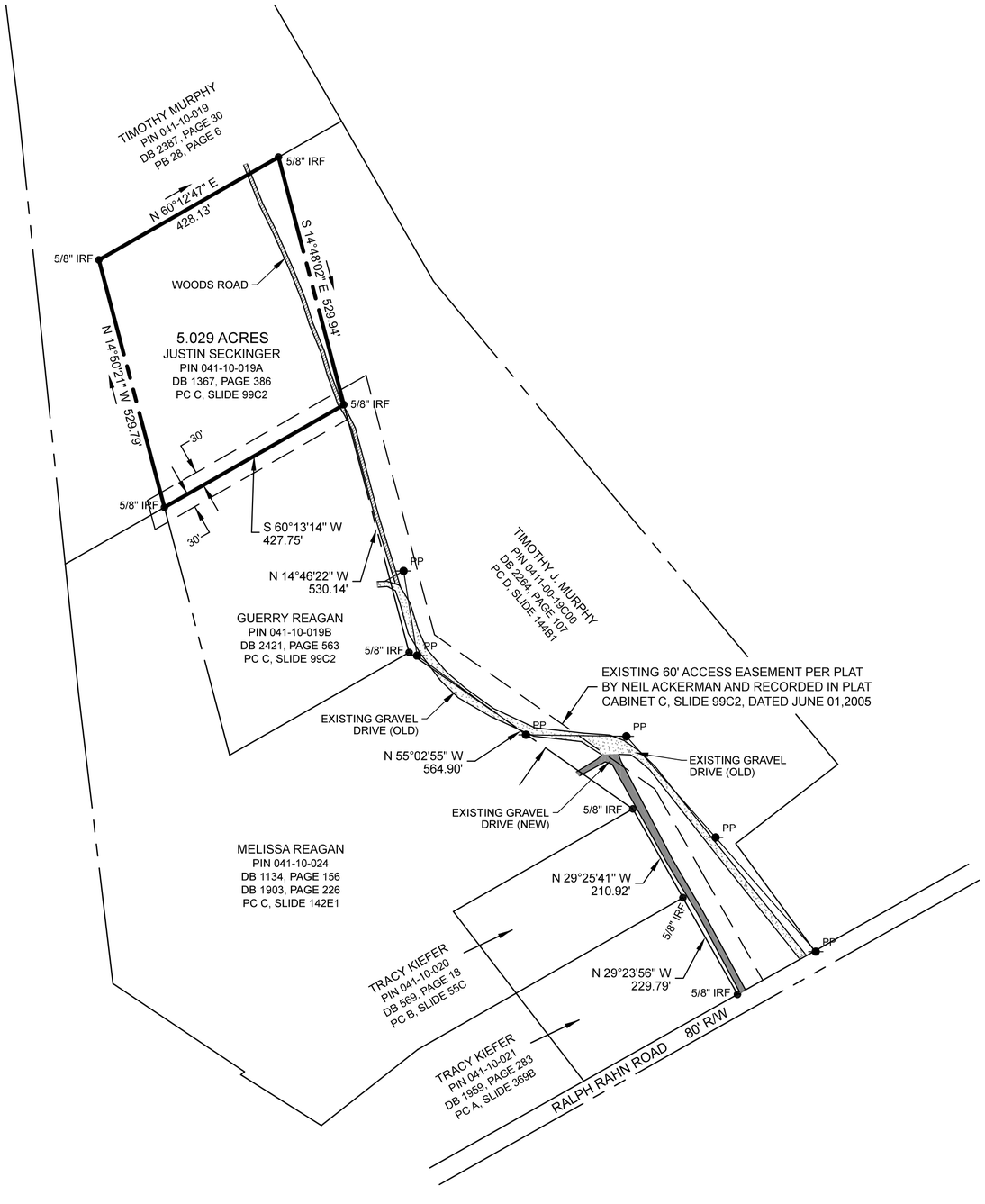
SURVEYORS CERTIFICATION

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, 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 SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JEFFREY M. HORNE, RLS #3131 — DECEMBER 29, 2020 (DATE)

SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS MAP OF SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,599 FEET AND AN ANGULAR ERROR OF 04" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS MAP OF SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 386,776 FEET. A LEICA TS12 ROBOTIC STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS UPON WHICH THIS MAP OF SURVEY IS BASED.



LEGEND

PP	POWER POLE
IRF	IRON ROD FOUND
DB	DEED BOOK
PC	PLAT CABINET
	GRAVEL DRIVE (OLD)
	DIRT DRIVE (NEW)
	WOODS ROAD

0 FT 200 FT 400 FT 600 FT

1 INCH = 200 FEET

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DATE	REVISION

RETRACEMENT SURVEY FOR
MELISSA REAGAN
5.029 ACRES, LANDS OF
JUSTIN M. SECKINGER
LOCATED IN THE 11TH GMD
EFFINGHAM, GEORGIA

PLAT DATE	12/29/2020
FIELD DATE	12/11/2020

HORNE LAND SURVEYING
344 Treadwell Road, Forsyth Ga, 31029
Office (478) 993-2051 Cell (912) 704-8124
Email : jhorne@hornelandsurveying.com
www.hornelandsurveying.com

LSF NO. 1274

GEORGIA REGISTERED NO. 3131 LAND SURVEYOR JEFFREY M. HORNE

DECEMBER 29, 2020

PROJECT NO.
EFFINGHAM2020.003

SHEET	OF
1	1

Georgia Department of Public Health

TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

IT WILL BE THE ORGANIZER'S AND/OR PROPERTY OWNER'S RESPONSIBILITY TO ENSURE THAT ONLY VENDORS PERMITTED BY THE HEALTH AUTHORITY SHALL PARTICIPATE IN THE EVENT.

Organizer's Name: Melissa Reagan Organizer's Phone: (912) 704-7651

Organizer's Address: 580 Ralph Rahn Rd. Rincon GA 31326

Organizer's E-mail Address: Melissa@madracfarms.com

Property Owner's Name and Phone Number: Melissa Reagan / (912) 704-7651

Onsite Coordinator's Name and Phone Number (if different from Organizer): Same

Event Name: Madrac Farms Pumpkin Patch

Event Address: 586 Ralph Rahn Rd. Rincon, GA 31326

Set Up Date: 9/30 - 10/1 Set Up Time: 9 (AM) / PM

Event Begin Date: 10/1/22 Event Begin Time: 10 (AM) / PM

Event End Date: 10/30/22 Event End Time: 6 AM / (PM)

If event is longer than one (1) day, please provide daily operating schedule on a separate page

ANY UNAUTHORIZED OR UNPERMITTED VENDOR FOUND PARTICIPATING IN AN EVENT SHALL BE CHARGED WITH A VIOLATION OF DPH RULE 511-6-1-.02(1)(a), AND ORDERED BY THE ORGANIZER OR PROPERTY OWNER TO LEAVE THE EVENT PREMISES.

How many food vendors are expected to participate in this event? 2-3

(Please provide a list of food vendors that will be participating in the event/celebration to the Local Health Authority. See Attachment "A")

Expected number of patrons (total): 10,000 Expected average of patrons per day: 700-10,000

TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

WATER SUPPLY:

1. In what manner will potable water be obtained from an approved source? (Check all that apply)

☐ Public Water System ☑ Drilled well that meets EPD Drinking Water Standards (attach test results)

Provide details on how the water is obtained (Check all that apply):

☑ Vendor is completely responsible for their own water supply ☑ Bulk commercial supply (bottled)

☑ Onsite water faucet ☐ Onsite direct water connection (trailer inlet)

☐ Other:_____

2. Source of bottled water (both individual bottle and bulk supply)? Sam's Club

TOILET FACILITIES: *It is the responsibility of the event organizer to ensure a sufficient number of portable sanitation units are available on-site to prevent a prohibited discharge of sewage or cause a public health nuisance. Event organizers and property owners are also responsible for ensuring all portable sanitation units are serviced at least once every seven days, or more frequently if usage requires* ***(see attached DPH brochure,*** **"Portable Sanitation Information for Event Organizers and Construction Site Owner")**

1. What will be used for toilet facilities at the event? (Check all that apply):

☐ Central supplied facilities ☑ Portable toilets

2. Will general public handwashing facilities with soap running water be available? (Not required outside food vending booths, but *highly recommended* to reduce public health risks of disease outbreaks.)

☑ Yes | No

WASTE DISPOSAL (Solid and Liquid)

1. What type of container(s) will be used for solid waste disposal at the event? Dumpsters

2. How will you dispose of liquid waste? *(e.g., grease from fryers, catch basins/water waste tanks from food venders, portable toilet pump outs, etc.)* Vendor is responsible for food waste.

3. How often will the solid and liquid wastes be removed and by whom? Once a week

Georgia Department of Public Health

TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

GENERAL SITE PLAN: *In the space below, or on a separate page, please provide a generalized site plan depicting the locations of the food vendors, toilet facilities, general public handwashing facilities (if provided), solid and liquid waste containers, animal enclosures, walkways, roads through the event, etc. and approximate distances. Please indicate if the pathways/roadways through and around the event are paved or unpaved.*

Please see attachment

Georgia Department of Public Health

TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

ATTACHMENT "A" – LIST OF FOOD VENDORS

NAME OF FOOD BUSINESS	NAME OF CONTACT	PHONE NUMBER
4/20 Bakers	Chad Montgomery	912-425-3612
Ben & Jerry's	Chad Shribner	970-317-4783
TBD		

[Attach additional page(s) if needed]

TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

STATEMENT: I hereby certify that the above information and any attached forms and documents are correct, and I fully understand that in accordance with DPH Rule 511-6-1-.08(2)(a)4(i) through(iii), and DPH Chapter 511-3-6, I am responsible for the following:

a. At least 30 days prior to the event/celebration, I will provide to the Local Health Authority a list of food vendors who will be allowed in the temporary event/celebration;

b. To ensure that only vendors permitted by the Local Health Authority are allowed to participate in the temporary event/celebration; and

c. To require any unauthorized or un-permitted food vendor found participating in the event to immediately leave the event premises; and

d. To ensure a sufficient number of portable sanitation units are available on-site (if central toilet units are not available or not sufficient) to prevent a prohibited discharge of sewage or cause a public health nuisance; and

e. To ensure all portable sanitation units are serviced at least once every seven days, or more frequently if usage requires.

Additionally, I understand that non-compliance with the requirements listed above are considered to be violations of DPH Chapter 511-6-1 and DPH Chapter 511-3-6, and I may be subject to legal action as deemed necessary by the Local Health Authority.

Organizer's Signature: Melissa B **Date:** 6/15/22



Key

1. Corn Maze
2. Goat Barn
3. Super Slide
4. Picnic Area
5. Pumpkin patch
6. Parking lot
7. TIRE playground
8. Entrance
9. Pumpkin pick up/Sales
10. Concession stand
11. Additional parking
12. Corn Cannons
13. Port-a-potties
14. Dumpsters
15. Hand Washing Stations
16. Corn Pit

Staff Report

Subject: **City of Springfield Annexation Agreement - Map# 429A Parcel# 1D**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: August 16, 2022
Item Description: Consideration to approve a request for annexation as submitted by the City of Springfield for a property located at 400 Governor Treutlen Drive Map# 429A Parcel# 1D

Summary Recommendation:
According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel under the petition.

Executive Summary:
As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

Background:
Annexation documentation was received via certified mail from the City of Springfield. This parcel identified as Map# 429A Parcel# 1D consisting of 87.16 acres *(owned by Effingham Industrial Development Authority)* is located within the Industrial Park off of Ebenezer Road. This property lies within the Springfield's water and sewer service area.

Alternatives for Commission to Consider:
1. Approve the Petition Requesting Annexation as presented by the City of Springfield.
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A **Department Review:** Administration

Funding Source: No funding is required related to this request.

Attachments:
1. Petition for Annexation
2. Aerial Map *(related parcels and depicting city boundary)*

City of Springfield
The heart of Effingham

RECEIVED
AUG 1 REC'D
By Sdj

Tim Callanan
County Administrator, Effingham County
804 S. Laurel Street
Springfield, GA 31329

7/28/2022

Reference: Notice of Annexation Petition regarding parcel 429A-1D

Dear Mr. Callanan

In accordance with O.C.G.A. §§ 36-36-6 and 36-36-111, please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City by Article 2 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, will vote whether or not to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council on October 11th, 2022.

The properties being considered for annexation are parcel number 429A-1D, located at 400 Governor Truetlen Drive consisting of approximately 87.16 acres in total. A plat and legal description of this property are enclosed, along with a copy of the annexation petition and a map showing the location of the area to be annexed.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter. If the County has an objection under O.C.G.A.§ 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City of Springfield within 45 calendar days of the receipt of this notice.

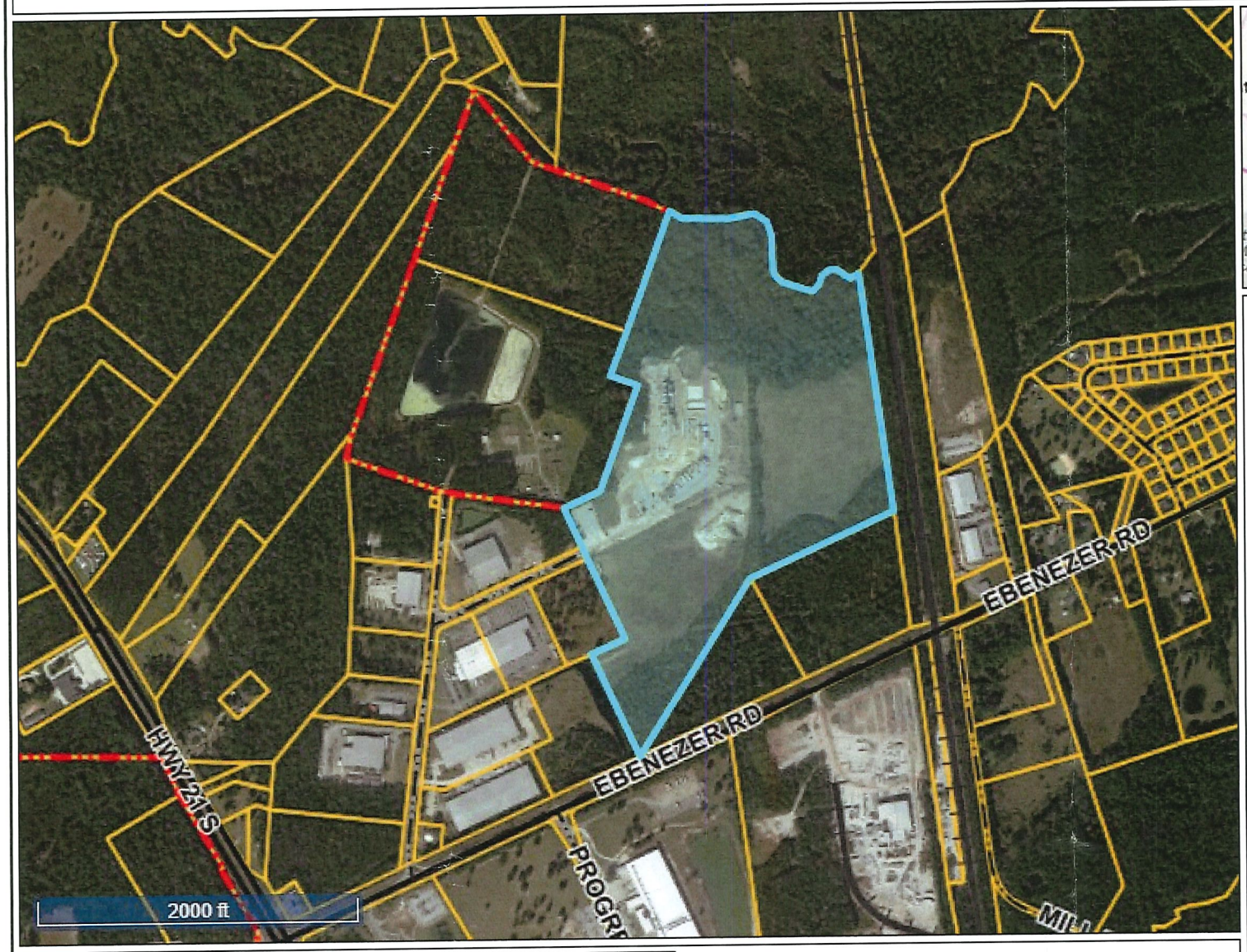
The following public hearings will be held regarding the rezoning of the property being considered for annexation from Effingham County Zoning Classification I-1 to Springfield Zoning Classification I-1:

Public Hearing of the Planning & Zoning Board and The Mayor and City Council:
August 29th, 2022 at 6:00pm

Sincerely,

Erin Phillips
Community Development Director

Parcel 429A-1D





Legend

- Road Names
- Roads
  - City Roads
  - Private Roads
  - County Roads
  - State Roads
  - Federal Roads
  - Unknown Roads
  - Proposed Roads
- Railroads
- Parcels
- Effingham County Boundary
- City Boundary

28 Jul, 2022

Note:
400 Governor Treutlen Drive

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Springfield
Community Development Department

130 S. Laurel Street
PO Box 1
Springfield, GA 31329
(912) 754-7617

RECEIVED
City of Springfield
JUL 26 2022
Building & Zoning Dept.

Application for Annexation

Tax Map Number: 429A-1D Date: 7/25/2022

Address of subject property: 400 Governor Treutlen Drive

Owner of Property: Effingham Industrial Development Authority

Owner's Address: PO Box 263, Rincon, GA 31326

Telephone Number: (912) 392-3000

Housing Units: 0 Other Buildings: 4

Total Acreage 87.16

Please Include the Following:

A. Sketch Site Plan - Show location of existing buildings and other improvements, if applicable.

B. Property Description - A legal description and plat.

C. Copy of Property Deed

D. Current Zoning Certification letter

E. Fee - No fees required.

F. Petition Requesting Annexation – Owner(s) must complete Page 2.

G. Authorization by Property Owner – Owner(s) must complete Page 3.

Applicant Signature

Petition Requesting Annexation

DATE 7/25/2022

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The description of such territory area is as follows:

Address/Location of Property: 400 Governor Treutlen Drive

Current Tax Map Number: 429A-1D

See description attached.

3. Is the territory described herein contiguous,
or across the road from the City's current boundaries? X Yes ____ No
(if yes, see page 4)

4. It is requested that this territory to be annexed shall be zoned:

R-1 R-2 R-3 R-4 B-1 (I-1) PUD DT RO AR-1

for the following reasons:
Property will continue current use.

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

Respectfully Submitted,

Brandt Henderson CEO ECTOR

Printed Name and Signature of Owner(s)

Authorization by property owner

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Applicant: Brandt Herndon, Effingham County IDA

Address: 777 Old Augusta Rd

Rincon	GA	31329
City	State	Zip Code

Telephone Number: (912) 392-3000

Signature of Owner

Exhibit A

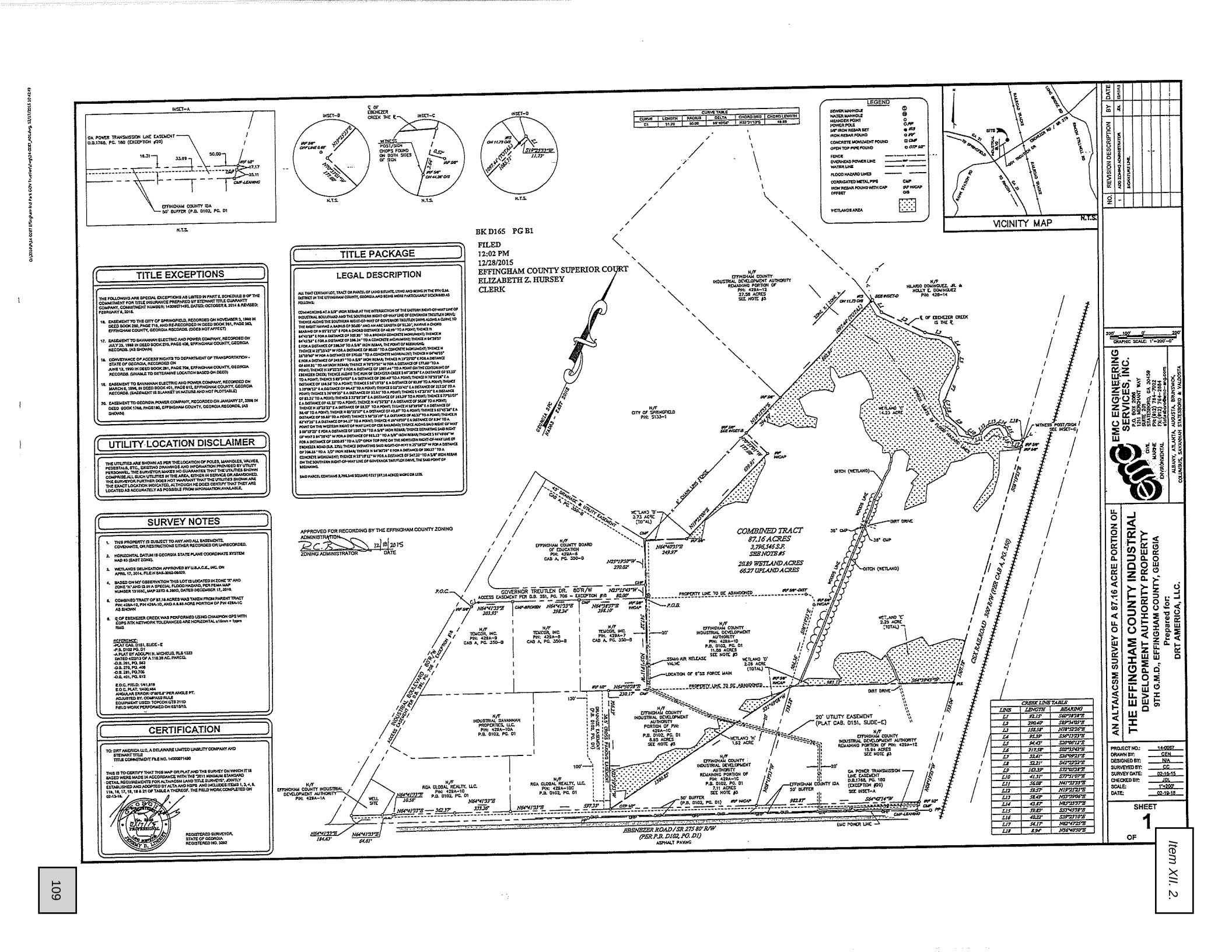
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT IN THE EFFINGHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON REBAR AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD AND THE SOUTHERN RIGHT-OF-WAY LINE OF GOVERNOR TREUTLEN DRIVE; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF GOVERNOR TREUTLEN DRIVE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 ' AND AN ARC LENGTH OF 51.20 ', HAVING A CHORD BEARING OF N 35°21'13" E FOR A CHORD DISTANCE OF 48.99 ' TO A POINT; THENCE N 64°41'33" E FOR A DISTANCE OF 203.93 ' TO A BROKEN CONCRETE MONUMENT; THENCE N 64°41'33" E FOR A DISTANCE OF 398.24 ' TO A CONCRETE MONUMENT; THENCE N 64°38'57 E FOR A DISTANCE OF 398.10' TO A 5/8" IRON REBAR, THE POINT OF BEGINNING;THENCE N 25°15'43" W FOR A DISTANCE OF 80.00 ' TO A CONCRETE MONUMENT; THENCE N 25°19'50" W FOR A DISTANCE OF 270.02 ' TO A CONCRETE MONUMENT; THENCE N 64°40'35" E FOR A DISTANCE OF 249.97 ' TO A 5/8" IRON REBAR; THENCE N 19°25'00" E FOR A DISTANCE OF 699.91 ' TO AN IRON REBAR; THENCE N 70°37'01" W FOR A DISTANCE OF 177.60 ' TO A POINT; THENCE N 19°25'33" E FOR A DISTANCE OF 1097.44 ' TO A POINT ON THE CENTERLINE OF EBENEZER CREEK; THENCE ALONG THE RUN OF EBENEZER CREEK S 60°38'38" E A DISTANCE OF 92.15' TO A POINT; THENCE S 89°34'05" E A DISTANCE OF 290.40' TO A POINT; THENCE N 78°52'26" E A DISTANCE OF 158.58' TO A POINT; THENCE S 56°13'23" E A DISTANCE OF 95.39' TO A POINT; THENCE S 20°06'12" E A DISTANCE OF 94.43' TO A POINT; THENCE S 02°35'42" E A DISTANCE OF 217.58' TO A POINT; THENCE S 26°09'25" E A DISTANCE OF 32.61' TO A POINT; THENCE S 42°22'32" E A DISTANCE OF 52.21' TO A POINT; THENCE S 72°05'28" E A DISTANCE OF 163.39' TO A POINT; THENCE S 77°51'07" E A DISTANCE OF 41.31' TO A POINT; THENCE N 41°32'33" E A DISTANCE OF 56.08' TO A POINT; THENCE N 19°25'23" E A DISTANCE OF 59.57' TO A POINT; THENCE N 53°39'06" E A DISTANCE OF 58.49' TO A POINT; THENCE N 85°23'37" E A DISTANCE OF 43.87' TO A POINT; THENCE S 53°45'38" E A DISTANCE OF 59.83' TO A POINT; THENCE S 59°25'10" E A DISTANCE OF 40.22' TO A POINT; THENCE N 62°47'25" E A DISTANCE OF 54.17' TO A POINT; THENCE N 36°40'50" E A DISTANCE OF 8.94' TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF CSX RAILROAD; THENCE ALONG SAID RIGHT OF WAY S 08°19'25" E FOR A DISTANCE OF 1507.78 ' TO A 5/8" IRON REBAR; THENCE DEPARTING SAID RIGHT OF WAY S 64°39'43" W FOR A DISTANCE OF 983.12 ' TO A 5/8" IRON REBAR; THENCE S 31°49'08" W FOR A DISTANCE OF 1300.85 ' TO A 1/2" OPEN TOP PIPE ON THE NORTHERN RIGHT-OF-WAY LINE OF EBENEZER ROAD (S.R. 275); THENCE DEPARTING SAID RIGHT-OF-WAY N 25°19'53" W FOR A DISTANCE OF 706.23 ' TO A 1/2" IRON REBAR; THENCE N 64°50'28" E FOR A DISTANCE OF 230.17 ' TO A CONCRETE MONUMENT; THENCE N 25°19'11" W FOR A DISTANCE OF 547.22 ' TO A 5/8" IRON REBAR ON THE SOUTHERN RIGHT-OF-WAY LINE OF GOVERNOR TREUTLEN DRIVE, THE SAID POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,796,546 SQUARE FEET (87.16 ACRES) MORE OR LESS.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=67398679&key1=2326&key2=322&county=51&countyname=EFFINGHAM&userid=73340...

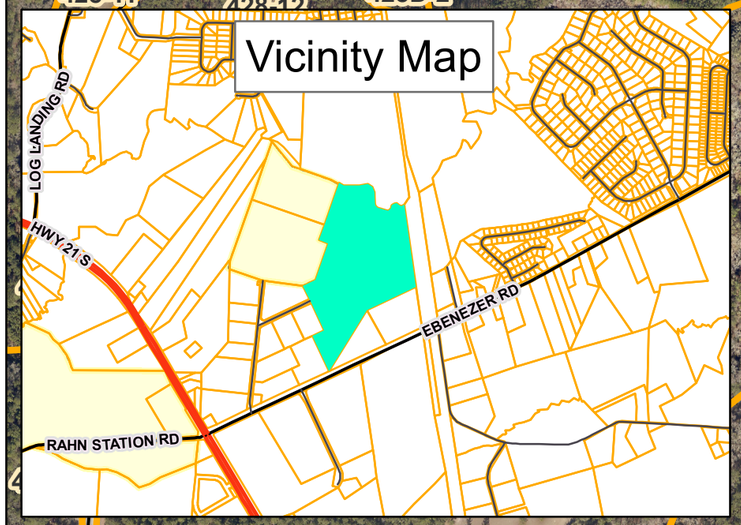


Item XII. 2.

109

Proposed Parcel Annexation
429A-1D

Vicinity Map



Legend

Road Centerlines

- Interstate
- Arterial
- Collector
- Local
- Proposed Parcel Annexation
- County Parcels
- Municipal Boundary

428-11
428-12
428D-2
428C-
428C-1D
428-14
429-22B
S133-2
445-28
429-22A
429-21
411-57
411D-1E
411D-1C
411D-8
429-2
411D-1B
411D-9
411D-10
411D-11
411D-13
411D-12
411D-14
411D-16
429-22C
429-22
429-3
429-4
429-5
S134-1
429-21A
429-19
429-20
429-18B
429-16
429-18A
429-17
429-15
429-14
429-13
S133-1
429A-1D
429A-1B
429A-5
429A-6
429A-5A
429A-1F
429A-7
429A-8
429A-4
429A-9
429A-3
429A-10C
429A-10A
429A-2
429A-10
429A-1C
429A-1C01
429A-16
429A-104A
429A-15
429A-14A
446-47
429A-1E
446-41
446-42
446-43
429A-14
446-45
446-9
429A-13
446-8
446-9
446-7C
446-7B
446-7
446B-12
446B-11
446B-10
446B-9
GOVERNOR TREUTLEN DR
INDUSTRIAL BLVD
ENTREPRENEUR WAY
RAIL-ROW
MILLPOND RD
EBENEZER RD
HWY 21 S

N

1 inch = 500 feet

0 0.075 0.15 0.3 0.45 0.6 0.75 Miles

Staff Report

Subject: Request for approval to rent Turnout Gear
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-Fire
Meeting Date: 08/16/2022
Item Description: Consideration to approve the rent Turnout Gear

Summary Recommendation: Staff recommends approving renting up to 10 sets of Turnout Gear from Fire-Dex, GW LLC

Executive Summary/Background: Effingham County Fire Rescue, along with many other fire departments in the nation, is dealing with supply chain issues in regards to turnout gear delivery times.

While the annual order for FY2023 will be coming to the board next meeting, the annual order from last Fiscal Year will not arrive until at least December of this year.

Due to the extreme delivery times, Fire Rescue is seeking the ability to rent up to 10 sets of turnout gear for use in the upcoming recruit class. Generally, the recruit class puts significant wear and tear on gear, and utilizing rental gear seems to be the most practical, and potentially cost saving option at the moment.

Rental cost for head to toe gear is $860/set for 6 months.

As this item will have to be funded from Operating vs. Capital, staff have discussed the need for a budget amendment, which is being presented in the meeting.

Options/Alternatives for Commission to Consider:

Recommended Option: Consideration to approve renting up to 10 sets of Turnout Gear from Fire-Dex, GW LLC

Other Alternative(s): Deny

Department Review: Fire, Finance, County Manager

Funding Source: TBD: $8,600

Attachments: Rental Agreement

(https://gearwash.com/)

PPE Rentals

Quality PPE Rentals for First Responders

Need temporary equipment to keep your crew protected?

Make it easy to determine what gear your department needs by choosing our head-to-toe package or individual rentals. When you rent the head-to-toe package, stay protected by keeping the particulate blocking hood and gloves!

Request Rental

TURNOUT EQUIPMENT RENTAL AGREEMENT

IN WITNESS hereof, Fire-Dex GW, LLC d.b.a. Gear Wash (the "Company") and the Customer listed above has executed this Agreement on this day and year first above written.

1. **AUTHORIZATION.** The Customer's signed consent hereby authorizes the Company, if payment by credit card, to debit the credit card account listed above for any and all repairs, late fees, shipping fees or payments due under this Agreement. Customer's signature also affirms that Customer agrees to all the terms of this Agreement and will return all rented Turnout ensemble equipment (the"Equipment") per the quotation and terms of this Agreement. If payment by Purchase Order, the Customer shall pay per the agreed to payment terms.

2. **TERM.** This rental Agreement shall extend for the period of training commencing on the date on the date of execution of this Agreement to the return of all rental Equipment. All rental fees, late fees and shipping charges are **NON-REFUNDABLE** and **ALL RENTAL SALES ARE FINAL** except as stated in section 10, Cancellation.

3. **RENTAL.** The Customer shall pay the full rental fee upon receipt of the equipment, or according to the agreed to payment terms period. If the Equipment listed above is not returned within seven business days from completion of rental period, then late fees, repair and replacement costs will be charged per paragraph four (4) of this Agreement.

4. **LATE, REPAIR, AND REPLACEMENT FEES.** Customer agrees that the Company shall be entitled to a late fee of charge of $30.00 plus $5.00 per day for each day Equipment listed above is not returned to the Company within seven business days from completion of the rental period. The Company shall charge any fees, including late, repair, replacement fees to the credit card listed on file. Replacement fees shall be as follows: Turnout Coat: $850.00; Turnout Pants: $800.00; Helmet: $185.00 and Boots: $150.00. All Equipment replacement costs are subject to change without notice.

5. **ACCEPTANCE.** The Customer fully acknowledges and accepts that PPE Rental conditions vary based on availability. Some gear may be heavily used and worn due to past training conditions, have significant patching, or a unremovable face mask pouch on the front right chest to comply with other regional market requirements. Regardless of the condition, all Equipment meets NFPA standards for the year of Equipment manufacture and is continuously cleaned, inspected and repaired per the NFPA 1851 standard. **NO REFUNDS** will be provided if gear is rejected by a school or instructor. The Company will replace the Equipment at the Company's discretion.

6. **CUSTOMER.** The Customer agrees that the Company may charge late fees, repair, shipping and/or replacement fees to the Visa or MasterCard listed above.

7. **OWNERSHIP.** The Equipment listed above is and shall at all times remain the sole and exclusive personal property of the Company and/or it's partners and affiliates. The Customer shall have the right to use the Equipment except as expressly set forth in this rental agreement.

8. **USE.** The Equipment listed above shall be used only for the purpose of training in a manner for which it is intended and for no other purpose.

9. **REPAIR AND LOSS.** During the term of this rental Agreement the Customer shall bear the expense and cost of any loss, damage, or destruction to the Equipment listed above howsoever caused and the Customer shall at his/her own expense keep the Equipment listed in this agreement in good and workable condition and shall notify the owner of any repairs needed in a timely manner. If the equipment is a total loss due to excess damage based on the Company's sole discretion, Customer shall pay the then current market replacement cost. All repairs of whatsoever nature and kind shall be made by the Company, its partners and affiliates at the Company's place of business or by such persons as may be approved in writing by the Company, and in any event, the cost of all such repairs shall be paid by the Customer on the credit card listed in this Agreement or any other credit card customer chooses within ten (10) days of the date of return to the owner for such repairs. Customer may not be notified of these charges in advance of Company charging customers' card. Company is NOT responsible for any bank fees related to these charges.

10. **CANCELLATION.** The Customer shall have the right to cancel this rental Agreement at any time during the term hereof, on the following conditions: a) Unused Equipment: A full refund minus the shipping charges and a twenty-five percent (25%) order cancellation fee if the equipment is returned unused before the start of your program; b) Less than five (5) weeks: Customer returns the equipment less than five (5) weeks after the start of the program, a refund of fifty percent (50%) of the rental price minus the shipping charges and a fifty dollar ($50.00) cleaning fee; c) More than 5 weeks: If more than 5 weeks of the program has completed, Customer is responsible for the full rental price; d) Training Program less than 5 weeks: If the training program is less than five (5) week, the Customer is responsible for the full rental price. **NO REFUNDS** will be due or credit given for future rental Agreements.

11. **SURRENDER.** The Customer agrees to surrender the Equipment listed above in as good order as received by Customer on date listed above at the end of the rental agreement, subject to normal wear and tear, or Customer shall pay for the loss or repairs. If in the event that litigation becomes necessary to fulfill the terms of this Agreement, Customer agrees to pay all costs, both legal and extralegal that the Company may incur in recovering the Equipment listed above. Customer agrees to notify the Company in case of any changes to the above information as entered by Customer. Upon the expiration of the term of this rental Agreement, the Customer shall deliver the Equipment listed above to the Company at the noted address with all shipping and/or postage charges and insurance prepaid. **EQUIPMENT RETURNS WILL ONLY BE ACCEPTED BY TRACKABLE SHIPPING** to or dropped off at the following address: Gear Wash, 620 W. Railroad St. South, Pelham, GA 31779 or to an authorized partner or affiliate location.

12. **DEFAULT.** If the Customer shall default in the payment of repair or replacement cost as hereinbefore provided or if the Customer attempts to remove or sell or part with possession of the Equipment listed in this Agreement, then, and in either such event, the Customer shall, upon the demand of the owner, forthwith deliver the Equipment listed above to the Owner at the cost and expense of the Customer to such place as the Company shall designate, and/or the Company may without notice to the Customer enter upon any premises of the Customer and repossess the Equipment listed above and thereafter the Customer shall be responsible for the cost and expense of the Company taking possession, reconditioning and selling or otherwise disposing of the Equipment listed above.

13. **PURCHASE OPTION.** The Customer will have no option to purchase the Equipment listed above.

14. **ASSIGNMENT.** The Customer shall not assign the rental Agreement or the interest of the Customer hereunder without the prior written consent of the Company, and neither this rental Agreement for any interest therein is assignable or transferable by operation of the laws of the United States.

15. **INTERPRETATION.** This Agreement is a rental Agreement only and the Customer shall not have or acquire any right, title or interest in the Equipment listed above.

16. **NOTICES.** Service of all notices under this rental Agreement shall be sufficient if given personally or mailed to the Company at its respective address, or at such address as Company may provide in writing from time to time. Mailing address: Gear Wash, 620 W. Railroad St. South, Pelham, GA 31779.

We offer the following Fire-Dex PPE rentals:

	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months
Head-To-Toe*	$250	$375	$500	$550	$600	$860
Helmet Only	$50	$60	$70	$80	$90	$100
Jacket Only	$100	$175	$250	$300	$350	$400
Pant Only	$100	$175	$250	$300	$350	$400
Boots Only	$35	$40	$45	$50	$55	$60

*Head-to-toe includes a helmet, hood, jacket, pant, gloves, boots and a gear bag.

*All turnout and equipment rentals are NFPA 1971-compliant and maintained to the current NFPA1851 safety standard.

HELMETS, HOODS, GLOVES, AND BOOTS ARE AVAILABLE FOR PURCHASE AT FIREDEX.COM (https://firedex.com/shop?_hstc=259885397.be8da7c506e3ec7e76d7cdd18d8a7718

Why Use Rental PPE?

Cleaning and Repairs

- When other gear is sent to be cleaned, use a replacement set as a backup

Cadet Programs

- Put your PPE rentals to the test during academy drills instead of wasting resources on new turnout gear

Try Before You Buy

- PPE rentals can allow you to experiment with equipment in the short term while helping to determine long-term PPE needs

Waiting On Turnout Gear Orders

- While you're waiting on your turnout gear delivery, rental gear can supplement your needs between placing the order and receiving it

Rental Request Form

Customer Account Information

Are you renting through your department or paying with credit card? *

◯ Yes, I am renting through my department.

◯ I am paying with my own credit card.

◯ I'm a Fire-Dex Dealer

Name *

First

Last

Department Name/Company Name *

Title *

Phone *

Email *

The email where you'd like to receive all communications and updates.

Shipping Address *

Street Address

Address Line 2

City

State

ZIP Code

Billing Address Same as Above? *

- ○ Yes
- ○ No

Rental Gear Request

If you are ordering gear and you were not measured in person use our measurement guide below to assist you in completing the information required by this form.

Please Note: If sizes cannot be matched from rental inventory, then the next size up will be selected. Performance can be maintained with larger structural turnout apparel verses constriction caused by equipment that is too small. Adjustments may be made with take-up straps on the gear.

Select Which Items You Want to Rent: *

Choose all that apply

- ☐ Select All
- ☐ Boots
- ☐ Gloves
- ☐ Helmet
- ☐ Hood
- ☐ Coat
- ☐ Pant
- ☐ Coat & Pant

Start Date *

mm/dd/yyyy

End Date *

mm/dd/yyyy

Wearer's Information

Use the (+) button to the right of the row to add a new item. Leave fields blank that don't apply.

Name	Weight (Lbs)	Height (Inches)	Chest (Inches) + Additional 4 Inches	Waist (Inches) + Additional 4 Inches	Inseam (Inches)	Arm Length (Inches)	Bust Width (Inches) - Women Only	Hip Width (Inches) - Women Only

Document Upload

Contact rental@gearwash.com (mailto:rental@gearwash.com) with any questions.

Drop files here or

Select files

Max. file size: 63 MB.

Rental Consent *

☐

I have read and agree to all terms within the Gear Wash Rental Agreement (https://s3.us-east-2.amazonaws.com/s3.firedex.com/wp-content/uploads/sites/2/2021/09/06145438/Rental-Terms-and-Conditions.pdf)

Signature *

By signing and submitting this form, you verify that all information completed above has been thoroughly reviewed and is accurate to the best of your knowledge. You also agree to comply with any terms set forth by Gear Wash relating to your service request.

Frequently Asked Questions

How Do I Properly Measure For Turnout Rentals?

When will my order be shipped?

Contact Us

(tel:+18669051520) 866-WASH-PPE
(tel:+18669051520)

(mailto:service@gearwash.com) service@gearwash.com
(mailto:service@gearwash.com)

Additional Resources

Cleaning & Repair Policy (https://s3-us-east-2.amazonaws.com/s3.firedex.com/wp-content/uploads/sites/2/2020/07/13145502/Cleaning-Repair-Policy-Rev07.13.2020.pdf)

Privacy Policy (https://gearwash.com/privacy-policy/)

Sitemap (https://gearwash.com/sitemap/)

2020 UL Verified Clean & Repair ISP (https://s3-us-east-2.amazonaws.com/s3.firedex.com/wp-content/uploads/sites/2/2020/08/14194319/2020-Gear-Wash-UL-Verification-Certificates.pdf)

(https://www.facebook.com/GearWashISP)

(https://www.linkedin.com/company/gear-wash/)

©2022 Gear Wash is a division of Fire-Dex, LLC. (https://gearwash.com/)

en English ▾

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fire-Dex,GW LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
780 SOUTH PROGRESS DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
MEDINA, OH 44256

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 2 6 4 5 1 3 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 11/1/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

GEAR WASH
PPE SAFETY CARE SPECIALISTS

Contacts:

Karen Slezak, Operations Supervisor, karen.slezak@gearwash.com
Office: 770-628-0821 Direct: 678-439-0333
Debbie Roberts, Assistant Operations Supervisor, debbie.roberts@gearwash.com
Office: 770-628-0821

Office & Shipping:
3200 Austell Road SW Suite 130, Marietta, GA 30008
Customer Drop Off & Pick Up - Door # 9
Freight Delivery with Lift & Dock Plate - Door # 11 ONLY
Please do not park in the access lane, pull up to the appropriate door as required

Hours of Operation:
Monday- Friday 6:30 am – 3:00 pm

In the event of an emergency or other unusual circumstance, arrangements can be made to receive or to pick up contaminated PPE outside the normal hours of operation. Contact Karen or Debbie to schedule.

Services:

- NFPA 1851 compliant third party verified care and maintenance facility
- Cleaning and decontamination of all types of PPE
- Specialized hazmat cleaning and decontamination
- Omegasonics Washer/Sanitizer for boots, helmets and SCBA masks
- Advanced inspections of coats, trousers, helmets, boots, gloves, hoods including moisture and thermal barriers
- Full-service repair facility recognized by all major manufacturers
- Alterations and modifications
- Computerized record keeping and tracking system
- Pickup and delivery service
- Guaranteed Quick-Turn Service
- NFPA 1851 compliance assessment and consultation
- NFPA 1851 certification classes offered online and in house
- NFPA compliant rental and loaner gear

We invite interested personnel to visit our facility for a presentation of our specialized processes and equipment. Our team of experienced technicians are eager to address any questions or concerns regarding care and maintenance of your department's PPE.

06/2022

Staff Report

Subject: LMIG 2023 Engineering Services
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: August 16, 2022
Item Description: Approval of a contract to provide engineering services for the LMIG 2023 construction project.

Summary Recommendation:
Award a contract to Roberts Civil Engineering in the amount of $79,653 to prepare the LMIG grant application, bid package and specifications, and provide construction oversight for the LMIG 2023 projects.

Executive Summary/Background:

- Annually, the County applies for our allocation of LMIG funds for road resurfacing projects. Those funds are used to resurface various county roads. Plans, specifications, and bid documents are needed, as well as oversight during construction.
- Last year, the County Engineer solicited proposals from 3 engineering firms from the 2021 IDC contractor list. The County received only 1 proposal from Roberts Civil Engineering.
- In 2022, Roberts Civil Engineering assisted the County in a pilot project (First Step Pavement Management System) to assess the condition of a select list of County roads and apply engineering assessment to determine the most cost effective and efficient treatment of these roads using the limited funds.
- Also in 2022, the County funded a pavement condition assessment of all County roads using First Step. Survey is complete and delivery of results is pending.
- In 2023, the County staff proposes to continue the methodology of selecting roads based on the condition assessment program.

Alternatives for Commission to Consider
1 - Approve the contract for LMIG 2023 Engineering Services to Roberts Civil Engineering in the amount of $79,653.
2 – Postpone action / Seek more information.
3 – Take no action / Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney
Funding Source: LMIG**;** GL 270-4205-025-52-1102.

Attachments: 1**.** Roberts Civil Engineering Proposal

Roberts Civil Engineering Municipal Team Proposals

for

Effingham County 2023 LMIG Support and CM Services

August 3, 2022

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Mr. Eric Larson
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Proposals for 2023 LMIG Support and CM Services

Dear Mr. Larson,

The Roberts Civil Engineering Municipal Team is pleased to submit these Proposals to Effingham County for supporting your upcoming 2023 LMIG Projects. RCE has an established track record with successfully completed projects for our county and municipal clients in the region, and we appreciate this additional opportunity to serve Effingham County.

RCE proposes PreConstruction Phase Services to support your LMIG application, and to help you prioritize and plan how your $ 1,327,544. investment in 2023 LMIG will be made. We also offer a supplemental Construction Phase Services Proposal for helping you contract for and manage the actual projects that you select.

We are prepared to commence PreConstruction Phase Services support of your LMIG Application, and our Bid Packaging and Contractor Bidding before the end of this year if we are awarded this Project. We propose to help Effingham County compete for the 2nd Quarter 2023 Construction timeframe.

Our Team and I look forward to meeting with you at your convenience to discuss how we can best serve Effingham County.

Sincerely,

Johnathan Roberts, P.E.
President

PROPOSED WORK PLAN

LMIG Application

Immediately upon Effingham County direction to proceed with PreConstruction Phase Services, the Roberts Civil Engineering Municipal Team will work with Effingham County to build the LMIG Application. RCE will submit and track the Application on behalf of Effingham County.

Road Survey, Documentation, and Budgeting

The Roberts Civil Engineering Municipal Team included team members from First Step Pavement Management and Whitaker Labs, during the PreConstruction Phase of our 2022 LMIG Project for Effingham County. During the 2022 effort, we surveyed and rated over sixty (60) miles of existing roads in the County. The survey and rating information collected by FSPM in late 2021 belongs to the County. We will access this information, and will provide updated budgeting that we will use to support Effingham County LMIG road paving repair allocation decisions.

Prioritization, Planning, Specification

Upon completion of the updated budgeting of Candidate roads and selected repair solutions, the Roberts Civil Engineering Team will work to help Effingham County prioritize their investment in the road paving repairs most needed. In support of the budgeting process, RCE will generate an overall Schedule and road-specific Specifications for paving repair.

Bid Packaging

Upon an award for Construction Phase Services, the Roberts Civil Engineering Municipal Team will assist the County's Procurement Officer in the preparation of Construction Bid Invitations and Bid Packages for road paving repair. RCE representatives will attend procurement coordination meetings, provide technical specifications, prepare bid sheet items and quantities, establish payment controls, and provide overall support to the Procurement Officer during the Bid Package preparation. The Municipal Team at RCE understands the importance of providing clear specifications and guidelines to the potential Contractors during the bid process to obtain the most competitive and responsive bids possible.

Contractor Bidding

Procuring a qualified and experienced Paving Contractor will be vital to the success of the Project. Early competition for access to early Contractor capacity in 2nd Quarter 2023 will also be vital in the current Market. The Roberts Civil Engineering Municipal Team will help solicit the participation of all qualified Contractor Bidders in the region. Once the Contractor Bid Invitation has been advertised, RCE will provide comprehensive technical support for the bidding process. Our RCE Team will be available to Contractor bidders at the Pre-Bid Meetings, will formally respond to all Contractor questions, will evaluate the Contractor bids, and will provide the County Procurement Officer with an award recommendation.

Construction Management

The Roberts Civil Engineering Municipal Team will provide comprehensive Construction Management services during road paving repair construction. RCE will plan and lead pre-construction planning meetings, plan and lead weekly onsite meetings with all stakeholders, provide RFI review and responses, facilitate scheduling and access coordination, provide and document weekly site quality control

inspections, evaluate Contractor pay requests, review Contractor materials testing results, conduct final punch list inspections, and support final project close- out approvals. The RCE team understands the vital importance of clear and open lines of communication between Effingham County staff, the Construction Management team, and the Contractor. RCE will provide the documentation of the weekly onsite meetings and weekly site quality control inspections necessary to keeping the Contractor successfully on schedule. RCE will proactively address unforeseen challenges. Ensuring the success of the Project for the Residents of Effingham County is our mission.

FEE PROPOSALS

PreConstruction Phase Services:

Budgeting, Prioritization, Application, and Planning Support.

PreConstruction Phase Services Total: **$ 19,700. Not to Exceed Fee**

Construction Phase Services:

Specification, Bid Packaging, Bidding, and Construction Management Support:

Construction Phase Services Total: **$ 59,953. Not to Exceed Fee**

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees for LMIG Application Support and Project Management are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County. In accordance with the Terms and Conditions of that agreement, we will only invoice for Hours actually worked. RCE believes that the Hours projected in this Proposal are sufficiently ample to properly and efficiently manage the PreConstruction and Construction Phases of the Project, and that there is the potential for Fee Savings within each of our Not to Exceed Fees assuming normally anticipated road paving repairs aligned with your $ 1,327,544. LMIG investment ($ 1,021,188. LMIG/ $ 306,356. Match). If it is determined that the 2023 LMIG Project will also include additional roads and/ or roads involving the more involved process of Full Depth Reclamation (FDR) road base stabilization, RCE reserves the right to negotiate mutually- equitable adjustments to our proposed PreConstruction and Construction Phase Services Not to Exceed Fees.

The Roberts Civil Engineering Municipal Team would be honored to serve Effingham County with both PreConstruction Phase and Construction Phase Services. RCE proposes to earn the future Construction Phase award by first delivering superior PreConstruction Phase service. Effingham County may purchase PreConstruction Services alone without any obligation to purchase future Construction Phase Services.

Owner:
Effingham County Board of Commissioners
601 N. Laurel Street, Springfield, Georgia 31329
Name: Wesley Corbitt, Chairman
Signature: _____
Date: _____
Attested By: Stephanie Johnson, County Clerk
Signature: _____
*
Consultant:
Roberts Civil Engineering
301 Sea Island Road, Suite 10, St. Simons Island, GA 31522

Name: _____
Signature: _____
Date: _____

Staff Report

Subject: Drainage Easement for McCall Road and Blue Jay Road intersection
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: August 16, 2022
Item Description: Approve a drainage easement granted by Francis Manion Durkin Jr. and Karen K. Durkin for drainage on McCall Road north of the Blue Jay Road intersection.

Summary Recommendation:
The design of the curve on McCall Road and Blue Jay Road intersection directed increased stormwater drainage to an existing ditch going west to east on the property of the Durkins. The Durkin family has granted the easement to the County at no cost.

Executive Summary/Background:

- The easement plat and deed was prepared by the design engineer, Parker Engineering.
- A title search was prepared to assure the property was free of encumbrances that would prevent the easement.
- The easement is being provided at no cost to the County.

Alternatives for Commission to Consider
1 - Approve the drainage easement granted by Francis Manion Durkin Jr. and Karen K. Durkin for drainage on McCall Road north of the Blue Jay Road intersection.
2 – Take no action / request further information.
3 – Deny. An alternative agreement will be needed as the County is already encroaching on the ditch in question.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Engineering, Legal
Funding Source: N/A

Attachments: 1. Plat and Deed.

Record and return to:
The Newberry Law Firm, P.C.
Post Office Box 790
Springfield, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 29 day of a July, 2022 by and between Francis Manion Durkin, Jr. and Karen Durkin (hereinafter referred to as "Durkin") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "Effingham County").

WITNESSETH:

WHEREAS, Durkin owns certain real property located on McCall Road, Rincon, Effingham County, Georgia and more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as "Durkin Property"); and

WHEREAS, Durkin and Effingham County desire to enter into this Agreement granting Effingham County the right to use the 30 foot drainage easement as shown on that certain map or plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated March 10, 2022 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County and more particularly described on Exhibit "C" attached hereto and made a part hereof by this reference (hereinafter referred to as "Easement Premises"); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do covenant and agree as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.

2. **Drainage Easement.**

a. Grant. Durkin does hereby grant, bargain, sell and convey unto Effingham County, its successors and assigns, and creates and establishes for the benefit of Effingham County and its successors and assigns, a 30 foot perpetual, appurtenant, non-exclusive drainage easement (which can be over, under, and across the easement premises) including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent Effingham County considers desirable) of lines, pipes, and other necessary or desirable appurtenances to and/or for a drainage system and/or utility facilities. Said 30 foot drainage easement is shown on that certain map or plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated March 10, 2022 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County (hereinafter referred to as the "Easement Premises") and further described on the legal description attached hereto as Exhibit C. To have and to hold unto Effingham County, its successors and assigns, forever.

b. Nature and Purpose. The Drainage Easement is for the purpose of providing a drainage ditch across the lands of Durkin and shall now and forever encumber and run with the land of Durkin. The Drainage Easement is for the use and benefit of Effingham County and its contractors, employees, agents, vendors, guests, licensees and invitees.

c. Conditions and Restrictions. Durkin covenants and agrees that they shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with Effingham County's use of the Easement Premises, and that they shall not construct any buildings, walls, fences, or other structures within, or over or upon the Easement Premises. Effingham County shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstruction, which may impede or interfere with Effingham County's use. Durkin hereby warrants title to the easement herein granted and conveyed to Effingham County. Durkin warrants that the easement is free and clear of all liens and encumbrances. Durkin agrees to protect and defend the title from and against all persons whomsoever. Durkin agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Effingham County from any costs, expenses, damages, claims or demands incurred or asserted against Effingham County as a result of or arising out of Durkin's warranties or covenants set forth herein.

3. **Terms, Conditions and Restrictions.**

a. Maintenance. Effingham County shall maintain the Easement Premises as shown on that certain map or plat prepared by Warren E. Poythress, R.L.S. No. 1953, dated March 10, 2022 and recorded in Plat Book _____, Page _____ in the records of the Clerk of Superior Court of Effingham County, as it deems necessary and in its sole discretion. Effingham County shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Easement Premises or owners thereof.

b. Personal Property. Effingham County shall own all personal property contained within the Easement Premises.

c. Other Easements. Durkin shall make no other easement upon the portion of the premises covered by this easement agreement without the prior written approval of Effingham County.

d. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

_____ (L.S.)
FRANCIS MANION DURKIN, JR.

_____ (L.S.)
KAREN DURKIN

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

_____
WITNESS

_____
NOTARY PUBLIC

CHELSIE FERNALD NOTARY PUBLIC EFFINGHAM COUNTY GEORGIA EXPIRES Sept. 22, 2024

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this
____ day of _____, 2022, in
the presence of:

_____
WITNESS

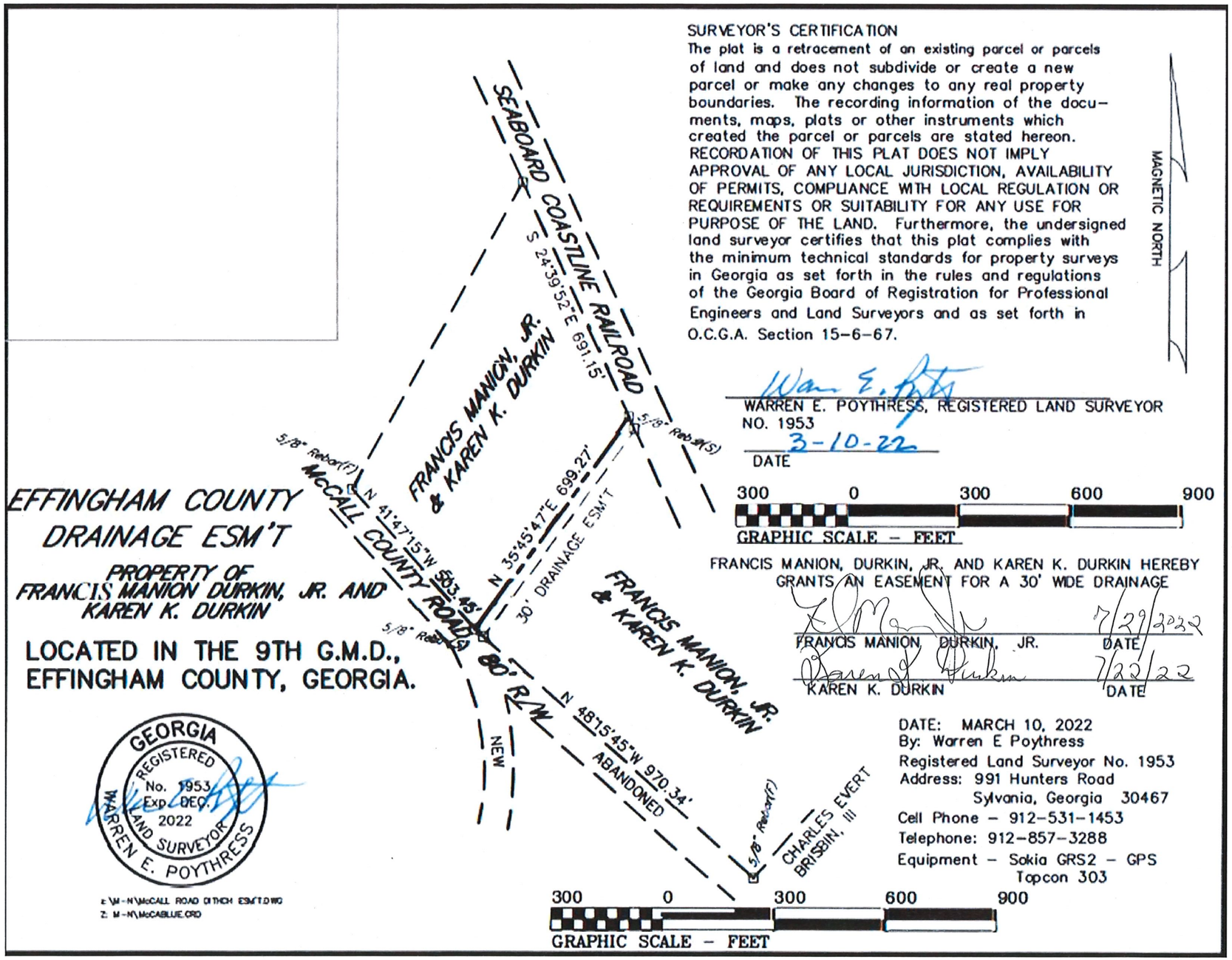
_____
NOTARY PUBLIC

EXHIBIT "C"

EASEMENT PREMISES

A certain strip of land known as Effingham County drainage easement for a ditch to extend from the Seaboard Coastline Railroad to right of way of McCall County Road. Said easement is bounded as follows: North by lands of the Seaboard Coastline Railroad; East by lands of Francis Manion Durkin, Jr. and Karen R. Durkin; South of lands of McCall County Road and West by other lands of Francis Manion, Jr. and Karen R. Durkin. Commencing at a 5/8" rebar where lands of Charles Evert Brinson, III adjoin lands of Francis Manion, Jr. and Karen R. Durkin and heading thence:

North 48 degrees 15 minutes 45 seconds West for a distance of 970.34 feet to a point known as the point of beginning;
THENCE North 48 degrees 15 minutes 45 seconds West for a distance of 30.16 feet to a 5/8" rebar set;
THENCE North 35 degrees 45 minutes 47 seconds East for a distance of 699.27 feet to a 5/8" rebar set;
THENCE South 24 degrees 39 minutes 52 seconds East for a distance of 34.49 feet to a point;
THENCE South 35 degrees 45 minutes 47 seconds West for a distance of 685.38 feet to a point known as the point of beginning.



SURVEYOR'S CERTIFICATION

The 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 REGULATION OR REQUIREMENTS OR SUITABILITY FOR ANY USE FOR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Warren E. Poythress

WARREN E. POYTHRESS, REGISTERED LAND SURVEYOR NO. 1953

3-10-22

DATE

FRANCIS MANION, DURKIN, JR. AND KAREN K. DURKIN HEREBY GRANTS AN EASEMENT FOR A 30' WIDE DRAINAGE

FRANCIS MANION, DURKIN, JR. — DATE 7/29/2022

KAREN K. DURKIN — DATE 7/22/22

DATE: MARCH 10, 2022
By: Warren E Poythress
Registered Land Surveyor No. 1953
Address: 991 Hunters Road
Sylvania, Georgia 30467
Cell Phone - 912-531-1453
Telephone: 912-857-3288
Equipment - Sokia GRS2 - GPS
Topcon 303

300 0 300 600 900
GRAPHIC SCALE - FEET

Staff Report

Subject: Stormwater Master Plan – Change Order 1
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: August 16, 2022
Item Description: Approve a change order to add additional field work for data collection on the Stormwater Master Plan.

Summary Recommendation:
As field work to survey drainage structures throughout the County has progress as part of the Stormwater Master Plan project, the consultant has learned that the number of points is greatly higher than first estimated by the County and stated in the RFP. This change order adds additional field time for data collection.

Executive Summary/Background:

- In 2021, the County received a Coastal Incentive Grant for the Stormwater Master Plan.
- The scope of the grant and the contract awarded to Pond and Company to prepare the Masterplan in May 2022 included field inventory and map creation.
- Original Contract = $220,600.00
- Previous change orders = $0.00
- This change order = $11,954.48

Alternatives for Commission to Consider
1 - Approve the change order #1 for the stormwater master plan.
2 – Take no action; seek additional information
3 – Deny; the project will continue but with an incomplete map and model of the system.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Engineering, Finance

Funding Source: Fund #560-4910-560-52-1101 (Special Tax District).

Attachments: 1. Change Order #1 request

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405
T: 912.228.3611
www.pondco.com

July 27, 2022

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, Georgia 31329

RE: Stormwater Master Plan | Task Order No. 22-005 – Change Order No. 1: Additional Field Data Collection

Dear Mr. Larson:

Pond respectfully requests your approval of Change Order No. 1 as it relates to the Stormwater Master Plan | Task Order No. 22-005. The approved budget for Task 1 – Available Data Review, Evaluation and Data Collection was based on 30 days of field collection. Pond is requesting an additional 9 days of field data collection to obtain additional structures located in the northern part of the County resulting in a $11,954.48 increase in fee to the original contract. The breakdown is as follows:

Project: Stormwater Master Plan | Task Order No. 22-005

Contract Date: May 19, 2022

Change Order Effective Date: _____

Change Order Issued to: Pond & Company
49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

ITEM NO.	DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL
1	Field Collection – Northern Part of County	Hours	146	$81.88	$11,954.48
	TOTAL				**$11,954.48**

The original Contract Sum was $220,600.00

Net change by previously authorized Change Orders $0.00

The Contract Sum prior to this Change Order was $220,600.00

The Contract Sum will be increased by this Change Order $11,954.48

The new Contract Sum including this Change Order will be $232,554.48

The Contract Time will be increased by **_0_** days

The Time allowed for completion is therefore **__N/A _**

All Pond marketing materials are printed on papers containing post-consumer recycled fibers and are FSC Certified.

We thank you for your consideration of this Change Order and look forward to the opportunity to continue to partner with Effingham County on this and future projects.

Pond & Company

Chris Fagerstrom, PE
Associate Principal | Director of Water Resources
Project Manager

Melissa Phillips
Business Development Manager
Client Liaison

Please indicate your ACCEPTANCE below to approve the authorized changes to this Contract.

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

Name: Wesley Corbitt, Chairman

Signature: _____

Date: _____

Attested by:

Name: Stephanie Johnson, County Clerk

Signature: _____

Date: _____

Consultant
Pond & Company
49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

Name: _____

Signature: _____

Date: _____

Staff Report

Subject: Award of Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work
Author: Alison Bruton, Purchasing Agent
Department: Public Works/Roads
Meeting Date: August 16, 2022
Item Description: Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work

Summary Recommendation: Staff recommends award of Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 and other road work in the amount of $3,764,575.98.

Executive Summary/Background:

- An ITB was published in June of 2022 and sent to 110 vendors through the County website and 819 vendors through the Georgia DOAS site. Five (5) vendors attended the pre-bid meeting and site visit, and four (4) bids were received.
    - McLendon Enterprises, Inc. - $3,764,575.98
    - Reeves Construction - $4,631,600.00
    - C.W. Matthews - $5,219,798.30
    - APAC-Atlantic - $6,554,161.87
- Bay Road, Old Tusculum Road, and Sandhill Road are the LMIG 2022 approved roads. The remaining roads were originally listed in the FDRE project, but were not able to be included in the final contract.
- Effingham County Staff and Roberts Civil Engineering have reviewed the submittals and recommend award to McLendon Enterprises, Inc.

Alternatives for Commission to Consider

1. Award of Agreement 22-25-010 with McLendon Enterprises, Inc. for the LMIG 2022 in the amount of $3,764,575.98
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Asst. County Manager, Finance, Purchasing
Funding Source: $1.2M is funded in the LMIG budget, the remaining funds will be expended from TSLOST or SPLOST, a budget amendment will be necessary
Attachments:

1. Agreement 22-25-010 with McLendon Enterprises, Inc.
2. Bid Tabulation Summary

	McLendon	APAC	Reeves	CW Matthews
Bid Bond	**Yes**	**Yes**	**Yes**	**Yes**
Bay Road	$192,879.17	$386,592.92	$252,500.00	$237,698.96
Bethany Road	$330,661.08	$576,040.80	$400,900.00	$435,107.89
Bird Road	$252,940.39	$463,090.46	$309,700.00	$338,282.86
Clark Road	$222,887.57	$392,805.27	$275,600.00	$297,475.02
Floyd Ave	$313,779.20	$546,281.55	$368,800.00	$395,640.94
Old August Road	$522,655.77	$745,242.00	$790,400.00	$1,210,937.22
Old Tusculum Road	$1,119,812.84	$2,047,883.33	$1,294,400.00	$1,250,846.10
Sandhill Road	$582,153.95	$999,472.44	$654,700.00	$745,348.18
Whitaker Road	$226,806.01	$396,753.07	$284,600.00	$308,461.13
Bid Total	**$3,764,575.98**	**$6,554,161.84**	**$4,631,600.00**	**$5,219,798.30**

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

McLendon Enterprises, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB No. 22-25-010– 2022 LMIG Project.** The Work generally involves resurfacing approximately 18 Miles of existing Effingham County roads, to include new high- build striping, and new high- visibility stop signs.

ARTICLE 2 – ENGINEER

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

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

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

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

3.02 *Days to Achieve Completion and Final Payment*

The Work will be completed within **120** calendar days after the date of the Notice to Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below: *For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:*

PROJECT 1 – 2022 LMIG

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

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Bay Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$23,319.40	$23,319.40
2	151	Mobilization and Demobilization	1	LS	$4,018.78	$4,018.78
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	664	TN	$120.04	$79,706.56
7	420	Rejuvenating Scrub Seal, Type B	8,624	SY	$4.25	$36,652.00
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	N/A	TN	N/A	N/A
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	N/A	TN	N/A	N/A
10	428	Micro-Surfacing, Type 1	8,720	SY	$4.15	$36,188.00
11	210	Shoulder Grading	0.6	AC	$14,125.18	$8,475.11
12	652	5" Solid Traffic Stripe- Yellow (High Build)	3,696	LF	$0.21	$776.16
13	652	5" Solid Traffic Stripe- White (High Build)	7,392	LF	$0.21	$1,552.32
14	652	5" Skip Traffic Stripe- Yellow (High Build)	3,696	GLF	$0.14	$517.44
15	652	24" Stop Bar (High Build)	1	EA	$25.00	$25.00
16	706	Turf Establishment	0.6	AC	$1,950.00	$1,170.00
17	R1-1	Stop Sign to include post	1	EA	$350.00	$350.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
				Bay Road TOTAL	**$192,879.17**	

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Bethany Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$43,005.21	$43,005.21
2	151	Mobilization and Demobilization	1	LS	$4,018.78	$4,018.78
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	1624	TN	$94.59	$153,614.16
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	984	TN	$102.65	$101,007.60
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	1.4	AC	$13,544.38	$18,962.13
12	652	5" Solid Traffic Stripe- Yellow (High Build)	8,395	LF	$0.21	$1,762.99
13	652	5" Solid Traffic Stripe- White (High Build)	16,790	LF	$0.21	$3,525.98
14	652	5" Skip Traffic Stripe- Yellow (High Build)	8,395	GLF	$0.14	$1,175.33
15	652	24" Stop Bar (High Build)	2	EA	$25.00	$50.00
16	706	Turf Establishment	1.39	AC	$1,950.00	$2,710.50
17	R1-1	Stop Sign to include post	2	EA	$350.00	$700.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
				Bethany Road TOTAL	**$330,661.09**	

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Bird Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$34,167.02	$34,167.02
2	151	Mobilization and Demobilization	1	LS	$4,018.78	$4,018.78
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	1215	TN	$97.02	$117,879.30
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	737	TN	$102.65	$75,653.05
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	1	AC	$13,544.38	$13,544.38
12	652	5" Solid Traffic Stripe- Yellow (High Build)	6,298	LF	$0.21	$1,322.58
13	652	5" Solid Traffic Stripe- White (High Build)	12,596	LF	$0.21	$2,645.16
14	652	5" Skip Traffic Stripe- Yellow (High Build)	6,298	GLF	$0.14	$881.72
15	652	24" Stop Bar (High Build)	2	EA	$25.00	$50.00
16	706	Turf Establishment	1	AC	$1,950.00	$1,950.00
17	R1-1	Stop Sign to include post	2	EA	$350.00	$700.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
				Bird Road TOTAL	**$252,940.39**	

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Clark Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$31,173.57	$31,173.57
2	151	Mobilization and Demobilization	1	LS	$4,018.78	$4,018.78
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	1054	TN	$96.33	$101,531.82
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	639	TN	$102.65	$65,593.35
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	1	AC	$13,544.38	$13,544.38
12	652	5" Solid Traffic Stripe- Yellow (High Build)	5,451	LF	$0.21	$1,144.71
13	652	5" Solid Traffic Stripe- White (High Build)	10,902	LF	$0.21	$2,289.42
14	652	5" Skip Traffic Stripe- Yellow (High Build)	5,451	GLF	$0.14	$763.14
15	652	24" Stop Bar (High Build)	2	EA	$25.00	$50.00
16	706	Turf Establishment	1	AC	$1,950.00	$1,950.00
17	R1-1	Stop Sign to include post	2	EA	$350.00	$700.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
				Clark Road TOTAL	**$222,887.57**	

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Floyd Ave.					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$43,801.25	$43,801.25
2	151	Mobilization and Demobilization	1	LS	$4,018.78	$4,018.78
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	1519	TN	$94.87	$144,107.53
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	920	TN	$102.65	$94,438.00
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	1.3	AC	$13,544.38	$17,607.69
12	652	5" Solid Traffic Stripe- Yellow (High Build)	7,815	LF	$0.21	$1,641.15
13	652	5" Solid Traffic Stripe- White (High Build)	15,630	LF	$0.21	$3,282.30
14	652	5" Skip Traffic Stripe- Yellow (High Build)	7,815	GLF	$0.14	$1,094.10
15	652	24" Stop Bar (High Build)	3	EA	$25.00	$75.00
16	706	Turf Establishment	1.3	AC	$1,950.00	$2,535.00
17	R1-1	Stop Sign to include post	3	EA	$350.00	$1,050.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
				Floyd Ave. TOTAL	**$313,779.20**	

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Old Augusta Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$80,994.50	$80,994.50
2	151	Mobilization and Demobilization	1	LS	$8,037.55	$8,037.55
3	161	Control of Soil Erosion and Sedimentation	1	LS	$10,688.95	$10,688.95
4	210	Grading and Compaction of Existing Roadbed	1	LS	$24,853.60	$24,853.60
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	41136	SY	$7.99	$328,676.64
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	N/A	TN	N/A	N/A
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	N/A	TN	N/A	N/A
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	N/A	AC	N/A	N/A
12	652	5" Solid Traffic Stripe- Yellow (High Build)	N/A	LF	N/A	N/A
13	652	5" Solid Traffic Stripe- White (High Build)	N/A	LF	N/A	N/A
14	652	5" Skip Traffic Stripe- Yellow (High Build)	N/A	GLF	N/A	N/A
15	652	24" Stop Bar (High Build)	N/A	EA	N/A	N/A
16	706	Turf Establishment	3.8	AC	$1,950.00	$7,410.00
17	R1-1	Stop Sign to include post	N/A	EA	N/A	N/A
18		Onsite Sanitary Facilities	1	LS	$256.80	$256.80
19	202	Scraping and re-shaping existing ditches	1	LS	$23,921.25	$23,921.25
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
22	550	18” RCP Drain Pipes	576	LF	$57.73	$33,252.48
23	303	Delivering, Placing, and Compacting of Suitable Fill Material	100	CY	$24.69	$2,469.00
24	205	Cutting and Hauling of Unsuitable Material	100	CY	$20.95	$2,095.00
				Old Augusta Road TOTAL	**$522,655.77**	

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Old Tusculum Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$108,989.64	$108,989.64
2	151	Mobilization and Demobilization	1	LS	$117,637.38	$117,637.38
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	3757	TN	$111.97	$420,671.29
7	420	Rejuvenating Scrub Seal, Type B	48,786	SY	$4.25	$207,340.50
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	N/A	TN	N/A	N/A
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	N/A	TN	N/A	N/A
10	428	Micro-Surfacing, Type 1	49,107	SY	$4.15	$203,794.05
11	210	Shoulder Grading	2.9	AC	$13,544.38	$39,278.70
12	652	5" Solid Traffic Stripe- Yellow (High Build)	17,424	LF	$0.21	$3,659.04
13	652	5" Solid Traffic Stripe- White (High Build)	34,848	LF	$0.21	$7,318.08
14	652	5" Skip Traffic Stripe- Yellow (High Build)	17,424	GLF	$0.14	$2,439.36
15	652	24" Stop Bar (High Build)	1	EA	$25.00	$25.00
16	706	Turf Establishment	2.9	AC	$1,950.00	$5,655.00
17	R1-1	Stop Sign to include post	1	EA	$350.00	$350.00
18		Onsite Sanitary Facilities	1	LS	$256.80	$256.80
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	109	EA	$5.50	$599.50
21		Type 2 Yellow Raised Pavement Markers	327	SY	$5.50	$1,798.50
				Old Tusculum Road TOTAL	**$1,119,812.84**	

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Sandhill Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$65,443.81	$65,443.81
2	151	Mobilization and Demobilization	1	LS	$8,037.55	$8,037.55
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	2957	TN	$94.75	$280,175.75
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	1792	TN	$102.65	$183,948.80
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	2.1	AC	$13,544.38	$28,443.20
12	652	5" Solid Traffic Stripe- Yellow (High Build)	12,672	LF	$0.21	$2,661.12
13	652	5" Solid Traffic Stripe- White (High Build)	25,344	LF	$0.21	$5,322.24
14	652	5" Skip Traffic Stripe- Yellow (High Build)	12,672	GLF	$0.14	$1,774.08
15	652	24" Stop Bar (High Build)	1	EA	$25.00	$25.00
16	706	Turf Establishment	2.1	AC	$1,950.00	$4,095.00
17	R1-1	Stop Sign to include post	1	EA	$350.00	$350.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	80	EA	$5.50	$440.00
21		Type 2 Yellow Raised Pavement Markers	238	EA	$5.50	$1,309.00
				Sandhill Road TOTAL	**$582,153.95**	

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Whitaker Road					McLendon Enterprises	
Item No.	GDOT Ref. No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	150	Traffic and Safety Control	1	LS	$30,760.67	$30,760.67
2	151	Mobilization and Demobilization	1	LS	$4,018.78	$4,018.78
3	161	Control of Soil Erosion and Sedimentation	N/A	LS	N/A	N/A
4	210	Grading and Compaction of Existing Roadbed	N/A	LS	N/A	N/A
5	424	5/8”-3/4" Triple Bituminous Surface Treatment (Chip Seal) stone sizes, #5, #7 and #89	N/A	SY	N/A	N/A
6	402	Asphalt Deep Patch 25 MM, Superpave	N/A	TN	N/A	N/A
7	420	Rejuvenating Scrub Seal, Type B	N/A	SY	N/A	N/A
8	402	Asphalt Surface Course 9.5 MM, Type 2 (165 LBS/SY)	1098	TN	$95.55	$104,913.90
9	415	Asphaltic Concrete Open Graded Crack Relief Interlayer (OGI), group blend, Including bituminous materials and hydrated lime (100 LBS/SY)	665	TN	$102.65	$68,262.25
10	428	Micro-Surfacing, Type 1	N/A	SY	N/A	N/A
11	210	Shoulder Grading	0.9	AC	$13,544.38	$12,189.94
12	652	5" Solid Traffic Stripe- Yellow (High Build)	5,641	LF	$0.21	$1,184.61
13	652	5" Solid Traffic Stripe- White (High Build)	11,282	LF	$0.21	$2,369.22
14	652	5" Skip Traffic Stripe- Yellow (High Build)	5,641	GLF	$0.14	$789.74
15	652	24" Stop Bar (High Build)	1	EA	$25.00	$25.00
16	706	Turf Establishment	0.93	AC	$1,950.00	$1,813.50
17	R1-1	Stop Sign to include post	1	EA	$350.00	$350.00
18		Onsite Sanitary Facilities	1	LS	$128.40	$128.40
19	202	Scraping and re-shaping existing ditches	N/A	LS	N/A	N/A
20		Type 1 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
21		Type 2 Yellow Raised Pavement Markers	N/A	EA	N/A	N/A
				Whitaker Road TOTAL	**$226,806.01**	
				BID TOTAL- ALL ROADS	**$3,764,575.98**	

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

ARTICLE 9 – ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 19, inclusive).

2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 2 inclusive).

4. Specifications as listed in the table of contents of the Project Manual.

5. Addenda (numbers 1 to 2, inclusive).

6. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 1 to 24 inclusive).

   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 51, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages 1 to 1, inclusive).

   b. Work Change Directives.

   c. Change Orders.

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

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

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

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

A Field Order;

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

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

ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability,

damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 12 – INDEPENDENT CONTRACTOR

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

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

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

13.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

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

13.04 *Severability*

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

13.05 *Contractor's Certifications*

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

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

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

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

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on_____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____

Title: Chairman

Attest: _____

Title: County Clerk

Address for giving notices:

804 S. Laurel Street

Springfield, GA 31329

CONTRACTOR:

_____

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

NOTICE TO PROCEED

TO: MCLENDON ENTERPRISES, INC.

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB No. 22-25-010 - 2022 LMIG Project

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed within **120** calendar days from that time. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as "liquated" damages in an amount equal to **$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of _____, 2022

Effingham County Board of Commissioners

_____

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor:_____

By: _____

Title: _____

Date of Acceptance: _____

Staff Report

Subject: Award of Contract 22-07-001 to Stage Front for the A/V Systems Upgrade for the Effingham County Courthouse
Author: Alison Bruton, Purchasing Agent
Department: Effingham County Courthouse, All Departments
Meeting Date: August 16, 2022
Item Description: Contract 22-07-001 to Stage Front for the A/V Systems Upgrade for the Effingham County Courthouse

Summary Recommendation: Staff recommends award of Contract 22-07-001 to Stage Front for the A/V Systems Upgrade for the Effingham County Courthouse

Executive Summary/Background:

- In May of 2022, staff published an RFP for A/V System Upgrades for the Effingham County Courthouse. This was sent to 163 vendors through Vendor Registry on the County website, and 798 vendors through the Georgia DOAS site. Four vendors attended a pre-proposal meeting and site visit. Proposals were received from three vendors.
- A summary of the submittal totals is below. There proposals were fairly consistent with each other, although there were some differences.
    - Stage Front – $537,290.00
        - Staff has requested 65” monitors instead of 55” and have updated the price to include the additional funds.
    - S&L Integrated – $655,868.02
    - NetPlanner Systems - $1,080,558.98
- The proposals were reviewed by the Clerk of Court’s Office and IT staff. Staff did follow up with each vendor with additional questions. With the additional clarifications and follow the extensive review of the proposals, staff is in agreement to recommend award to Stage Front.

Alternatives for Commission to Consider

1. Award of Contract 22-07-001 to Stage Front for the A/V Systems Upgrade for the Effingham County Courthouse in the amount of $537,290.00
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: *Finance, IT, Clerk of Courts, Purchasing*
Funding Source: $250,000 ARPA Funds, the remaining balance will need a budget amendment
Attachments:

1. Contract 22-07-001 to Stage Front
2. Recommendation from IT and Clerk of Court

Services Contract

Between

Effingham County Board of Commissioners 804 South Laurel Street Springfield, GA 31329	and	**STAGE FRONT** **6 Southern Oaks Drive** **Savannah, GA. 31405**

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and **STAGE FRONT** (hereinafter called the "Vendor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in **RFP NO. 22-07-001 – A/V SYSTEM UPGRADES FOR EFFINGHAM COUNTY JUDICIAL COMPLEX;** and

WHEREAS, the Vendor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in **RFP NO. 22-07-001 – A/V SYSTEM UPGRADES FOR EFFINGHAM COUNTY JUDICIAL COMPLEX** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is in the amount of $494,570.00 for the Base Bid (including 1-year CMA), plus $42,720.00 for the 4-year Extended Complete Maintenance Option for a total of **$537,290.00.**

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Vendor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Vendor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Vendor’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Vendor shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Vendor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Vendor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Vendor. In such case, Vendor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Vendor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Vendor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Vendor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable. The Vendor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Vendor.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.
The Vendor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Vendor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Vendor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

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

SECTION I-11 PROHIBITED INTERESTS.

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

B. Statement of disclosure: Vendor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "*Interest"* as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Vendor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Vendor as requested by the County.

SECTION I-13 INDEPENDENT CONTRACTOR.
Vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Vendor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Vendor.

All written notices, demands, and other papers or documents to be delivered to the Vendor under this Contract shall be transmitted by certified mail, postage prepaid, to **Chuck Cooper, Stage Front, 6 Southern Oaks Drive, Savannah, GA. 31405.** It shall be Vendor's responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Vendor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Vendor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR VENDOR SERVICES.

The County shall pay the Vendor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect until **through the extended warranty period** without exception.
All invoices shall contain the following :
Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services

No work shall take place without advanced written approval of the County. If the Vendor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Vendor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Vendor. The County will immediately notify the Vendor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Vendor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Vendor represents, understands and agrees that this is a "LUMP SUM" contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (Vendor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:

A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.

B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:

A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. **Extended Reporting Periods:** The Vendor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.

D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The VENDOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year

basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

ARTICLE IV
WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Vendor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Vendor with the terms and conditions of this Contract.

ARTICLE V
GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Vendor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Vendor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Vendor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Vendor from County for services rendered prior to the date of death or dissolution shall be paid to Vendor's executors, administrators, heirs, personal representative, successors, or assigns.

ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Vendor warrant that (1) they are authorized to sign on behalf of Vendor; (2) that to the extent Vendor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

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

This ____ day of _____, 2022.

STAGE FRONT

_____
Signature

_____
Title

_____ _____
Witness - Signature Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_____
WESLEY CORBITT, CHAIRMAN

Attest:

_____
Stephanie Johnson, County Clerk

CONTRACT NO. 22-07-001

COMMISSION APPROVAL DATE:

_____

EFFINGHAM COUNTY
EST. 1777
GEORGIA

STAGE FRONT
a better plan for AV

Proposal for Audio-Visual Services

EFFINGHAM COUNTY RFP22-07-001

Chuck Cooper, Systems Consultant
912.721.5710 direct | 912.398.4644 cell
chuck.cooper@stagefront.net



PART I – PROJECT APPROACH

The existing courtrooms includes an antiquated AV system that no longer supports the requirements for modern jury trials. In addition, court proceedings need also to be available to the public via Audio/Video Streaming capabilities. Web conferencing capabilities may also be deployed in the event that all parties are not available to be in the courtroom during a proceeding. This proposal includes a complete technology refresh of the 2 Superior courtrooms, State Courtroom, Magistrate Courtroom, and the community Room.

Courtroom (Typical)

The new courtroom(s) display system includes two new high definition 55" LCD wall mounted displays, one at each side of the gallery knee wall. Additional 24" displays will be mounted in the courtroom to provide additional site lines for the Judge, Defense, District Attorney, Clerk, Podium, Witness and four in the Jury box.

Video source devices include an HDMI connection at the presenter's podium and Judge's bench for connecting laptops to the system. A wireless presentation processor will be available for connecting mobile devices to the system (i.e. Tablets, Smartphones, etc.). In addition, a digital visual presenter (document camera) at the podium is available for hard copy, photos, 3d objects, etc. An annotation processor and two 24" touch screens are provided to allow annotation directly over any of the source devices at the Podium and Witness locations,

To provide courtroom access to the public, we have included two High-Definition pan/tilt zoom cameras and a streaming encoder for the system. The cameras will be located one facing the bench / witness and one facing the presenter's Podium. The cameras, along with room audio will be routed to a streaming encoder to allow proceedings to be livestreamed on the owner's desired host service. These devices will also be available for hosting a web conference on an owner provided PC in each courtroom.

The existing audio system will be updated to provide intelligible audio for local voice reinforcement along with streaming and court recording. New microphones at the podium, witness, Judge, defense, prosecution, and clerk locations. The Jury and Gallery microphones will also be replaced in the Superior and State Courtrooms.

PART I – PROJECT APPROACH

Four new wireless lavalier microphones are provided for each courtroom as well. A new digital signal processor and 8 channel amplifiers will provide audio processing and routing through the existing ceiling loudspeakers. The assistive listening system in each courtroom will also be replaced with a modern system to meet ADA guidelines.

Each room AV system includes a remote-control touch panel and button panels for intuitive control of the system. A 10" main control panel will locate at an owner designated location as the primary control of the system. A new button panel will locate at the Judge's bench for basic functions including, mute all mics, mute all displays, sidebar, etc. An additional button panel is provided for source selection and Program audio volume control at the podium.

Community Room

The Community room update includes two new 86" wall mounted LCD displays. The displays will be capable of being used for local presentations, as well as overflow from any of the courtroom systems as required.

For local presentations, the system will include an HDMI input and wireless presentation capabilities. The room is also equipped with a P/T /Z camera and new audio system to accommodate web conferencing capabilities.

When the room is being used for overflow, one display will show the active courtroom camera, and the other will display any evidence that is being presented. The courtroom audio will be broadcast into the community room as well.

A 7 "wall mounted touch panel will provide intuitive control of the AV system

All equipment will be professionally installed, and the completely functional system will be demonstrated to the owner's representatives.

PART III – SERVICES

INSTALLATION:

During the system installation phase, Stage Front will:

- Deliver equipment to jobsite.
- Furnish, install, and terminate all low-voltage writing for equipment in this proposal, as well as clearly and permanently label field wiring.
- Install the sound system with all low-voltage wiring and speaking rigging.
- Identify all ceiling aperture locations.
- Energize the system, program the control equipment, and demonstrate the operational system to the Owner.
- Remove all trash and debris related with Stage Front work.

TURN-ON:

At system turn-on, Stage Front will:

- Test, adjust, and demonstrate all systems
- Provide training on the operation and maintenance of the system

MANUAL:

Stage Front will supply electronic copies of instruction/ maintenance manuals for the equipment.

WARRANTY:

Stage Front warrants this installation to the original purchaser to be free from defects in material and workmanship under normal use during the warranty period.

- Materials: Products will be repaired or replaced, at Stage Front's option, without charge for a period of 365 days after first beneficial use or completion of installation, whichever comes first.

- Labor: Products will be repaired or replaced, at Stage Front's, without charge for a period of 90 days after first beneficial use or completion of installation, whichever comes first.

RFP No. 22-07-001 – A/V System Upgrades for Effingham County Judicial Complex

ATTACHMENT A

FEE PROPOSAL

All Vendors are required to include an itemized quote that includes unit pricing with their submittal on company letterhead. Please make this as detailed as possible.

$492,960 Base Bid (includes 1 yr CMA)
$42,720 4 yrs Extended Complete Maintenance Option

TOTAL PROPOSAL COST $ 535,680.00

Proposing Company Contact Information:

Company Name:	Stage Front	
Billing Address:	6 SOuthern Oaks Drive Savannah, GA 31405	Telephone: 912-721-5725
Service Address:	6 Southern Oaks Drive Savannah, GA 31405	Telephone: 912-236-1345
Representative Name:	Charles G Cooper, Jr	
Representative Contact Address:	6 Southern Oaks Drive Savannah, GA 31405	Telephone: 912-721-5710 E-Mail: chuck.cooper@stagefront.net

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) _____
(Signature of Authorized Representative of the Company)

Name Printed: Charles G. Cooper, Jr Title: Systems Consultant Date: 7/14/2022

RFP No. 22-07-001 – A/V System Upgrades for Effingham County Judicial Complex

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

Chas. G Cooper Jr

Signature

07/14/2022

Date

Stage Front

Base

		Unit Price	Price
4	**Audinate ADP-USB-AU-2X2** 2x2 USB I/O Adapter for Dante Audio Network	$170.74	$682.96
4	**Audio Technica U851RbO** Omnidirectional Condenser Boundary Microphone	$263.60	$1,054.40
6	**Audix M1255B** Micro-Size Condenser Cardioid Mic Element, w/RFI Immunity, Includes Internal Preamp, 25' Cable, Requires 18 -52 V Phantom Power, Black	$388.24	$2,329.44
4	**Blackmagic Design ATEM Mini Pro**	$816.18	$3,264.72
5	**Blackmagic Design CONVMBHS24K6G** Mini Converter - HDMI to 6G SDI	$181.25	$906.25
5	**Blackmagic Design MultiView 4** Multiviewer Processor - 4 independent 6GSDI input	$618.75	$3,093.75
6	**CHIEF CMA110** CMA-110 FLAT CEILING PLATE	$68.74	$412.44
6	**CHIEF CMS0305** 3' - 5' Adjustable Extension Column, Black	$170.16	$1,020.96
12	**CHIEF FTR100** SMALL TILT MOUNT 100X100	$72.93	$875.16

6	**CHIEF LCM1U** SINGLE CEILING MOUNT LARGE BLACK	$384.75	$2,308.50
2	**CHIEF LTM1U** Micro-Adjust Tilt Wall Mount Large	$321.88	$643.76
5	**Cisco SG350-28P-K9-NA** 28-Port Gigabit PoE Managed Switch - PoE+ (24 ports, 195 W)	$1,470.59	$7,352.95
9	**Comprehensive BBD1694-100B** 100' Premium Belden 1694A Digital Video BNC Cable	$122.41	$1,101.69
4	**Comprehensive BBD1694-10B** 10' Premium Belden 1694A Digital Video BNC Cable	$36.38	$145.52
4	**Comprehensive BBD1694-25B** Premium Belden 1694A Digital Video BNC Cable 25 ft.	$54.03	$216.12
1	**Comprehensive BBD1694-75B** 75' Premium Belden 1694A Digital Video BNC Cable	$95.94	$95.94
1	**Comprehensive MPS-2PP-10ST** Standard Series 3.5mm Stereo Mini Plug to 2 RCA Plugs Audio Cable 10ft	$7.68	$7.68
26	**Comprehensive MPS-MPS-6ST** Standard Series 3.5mm Stereo Mini Plug to Plug Audio Cable 6ft	$3.06	$79.56
8	**Comprehensive USB2-AA-10ST** USB 2.0 A to A Cable 10ft	$5.09	$40.72
4	**Comprehensive USB2-AB-6ST** USB 2.0 A Male To B Male Cable 6ft.	$4.03	$16.12
9	**Comprehensive USB3-AB-10ST** USB 3.0 A Male To B Male Cable 10ft.	$11.31	$101.79

1	**Contemporary Research IP-SDI 4i** The IP-SDI 4i with SDI is an MPEG-2/H.264 IPTV decoder with internal scaler. The unit is part of a family of products from Contemporary Research that can be used to form an end-to-end IPTV distribution system.	$1,441.18	$1,441.18
2	**Contemporary Research QIP-DVX** Contemporary Research's latest IPTV decoder with incorporated display control, the QIP-DVX IPTV Decoder/Controller offers display control functionality through RS-232 or IR.	$639.71	$1,279.42
4	**Contemporary Research QIP-HDMI 2** The dual-program QIP-HDMI 2, with two HDMI inputs, sets a new standard for sports, motion and digital signage encoding.	$2,102.94	$8,411.76
5	**Crestron Electronics AM-3200** AirMedia Series 3 Receiver 200	$1,375.00	$6,875.00
1	**Crestron Electronics AMP-X300** X-Series Amplifier	$647.06	$647.06
5	**Crestron Electronics CP4N** 4-Series™ Control System	$2,264.71	$11,323.55
10	**Crestron Electronics DM-RMC-4KZ-SCALER-C** DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	$1,455.88	$14,558.80
1	**Crestron Electronics HD-CONV-USB-300** USB Converter with HDMI® and Analog Audio Input	$727.94	$727.94
2	**Crestron Electronics HD-DA2-4KZ-E** 1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	$323.53	$647.06
3	**Crestron Electronics HD-DA4-4KZ-E** 1:4 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	$445.59	$1,336.77
10	**Crestron Electronics HD-EXT-USB-2000-C** 4K HDMI® & USB over HDBaseT® Extender 2000	$1,132.35	$11,323.50

4	**Crestron Electronics HD-MD8X4-4KZ-E** 8x4 4K60 4:4:4 HDR AV Switcher	$4,044.12	$16,176.48
1	**Crestron Electronics HD-PS402** 4x2 4K60 4:4:4 HDR Presentation System	$2,911.76	$2,911.76
20	**Crestron Electronics HD-RX-101-C-E** DM Lite – HDMI® over CATx Receiver, Surface Mount	$267.65	$5,353.00
2	**Crestron Electronics HD-RXC-101-C-E** DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount	$323.53	$647.06
16	**Crestron Electronics HD-TX-101-C-E** DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable	$267.65	$4,282.40
4	**Crestron Electronics HD-TX-301-C-E** DM Lite® Transmitter and 3x1 Auto-Switcher for HDMI®, VGA, and Analog Audio Signal Extension over CATx Cable	$647.06	$2,588.24
1	**Crestron Electronics HD-TXC-101-C-E** DM Lite® Transmitter for HDMI®, IR, and RS-232 Signal Extension over CATx Cable	$323.53	$323.53
8	**Crestron Electronics MPC3-102-B** 3-Series® Media Presentation Controller 102, Black	$882.35	$7,058.80
4	**Crestron Electronics TS-1070-B-S** 10.1 in. Tabletop Touch Screen, Black Smooth	$2,426.47	$9,705.88
1	**Crestron Electronics TS-770-B-S** 7 in. Tabletop Touch Screen, Black Smooth	$1,617.65	$1,617.65
4	**Elmo PX-10E** Document camera	$2,208.82	$8,835.28
7	**Extron 60-1271-13** HDMI Twisted Pair Receiver - 230 feet (70 m)	$419.12	$2,933.84

4	**Extron 60-1316-01** HDCP-Compliant Annotation Processor with DTP Extension	$5,602.94	$22,411.76
1	**Extron 60-1437-01** HDMI to Four Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)	$2,426.47	$2,426.47
3	**Extron 60-1438-01** HDMI to Eight Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)	$2,713.24	$8,139.72
8	**Extron 60-1531-12** DTP Receiver for HDMI - Decorator-Style Wallplate, Black - 230 feet (70 m)	$602.94	$4,823.52
4	**Inogeni SDI2USB3** 3G-SDI to USB 3.0 converter	$772.06	$3,088.24
4	**LEA Professional CONNECT 88D** IOT Enabled Professional Amplifier with Dante - 8 x 80 WRMS @ 4, 8, 70V, 100V (80W at 2)	$2,638.24	$10,552.96
16	**Listen Technologies LA-401** Universal ear speaker	$19.22	$307.52
4	**Listen Technologies LA-423** One (1) LA-423 4-Port USB Charger Four (4) LA-422 USB to Micro USB Cable	$35.54	$142.16
16	**Listen Technologies LR-4200-072** Assisted listening wireless RF receiver	$266.04	$4,256.64
4	**Listen Technologies LS-53-072** RF system include LT-800-072-01 transmitter, LA-106 antenna, LR-4200-072 receiver, LA-401 ear speaker and other, 72 MHz	$1,834.38	$7,337.52
4	**Lowell Manufacturing RPC-15** Remote Power Control 15A	$153.01	$612.04

5	**Lowell Manufacturing RPC-4-CD** Rackmount remote power control with (8) 15A outlets, 6' cord	$171.97	$859.85
13	**Middle Atlantic EB1** 1SP FLANGED ECONO BLANK	$9.93	$129.09
5	**Middle Atlantic EB-1 LOGO**	$14.18	$70.90
5	**Middle Atlantic EB-2** 2-Space Econo Flanged Blank Panel--Smooth Finish.	$13.24	$66.20
5	**Middle Atlantic HP** 100PC 10-32 RACK SCREWS W	$26.47	$132.35
1	**Middle Atlantic PD-915R** 9OUT,15A,RCKMNT POWER CEN	$138.97	$138.97
22	**Middle Atlantic UTR1** 1SP UNIVERSAL HALF-RACK T	$37.06	$815.32
137	**Monoprice 24187** Monoprice 4K Slim Certified Premium High Speed HDMI Cable 6ft - 18Gbps Black	$12.56	$1,720.72
4	**Monoprice 653** Monoprice 6ft RCA Plug/Plug M/M Cable - Black	$1.28	$5.12
42	**Monoprice 9811** Monoprice FLEXboot Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, UTP, Pure Bare Copper Wire, 24AWG, 10ft, Black	$3.96	$166.32
204	**Platinum Tools PLT100023_XX** Shielded EZ-RJ45® for CAT5e & CAT6 with External Ground	$2.68	$546.72
9	**PTZOptics HCM-1-WH** Universal Wall Mount for camera, white	$105.88	$952.92

9	**PTZOptics PT20X-SDI-GY-G2** 20X Optical Zoom | PTZ Camera | 3G-SDI, HDMI, IP Network RJ45, CVBS | 1920 x 1080p | 60.7 degree FOV (Gray) PoE & US Style Power	$1,998.82	$17,989.38
4	**QSC CORE 110f** Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	$3,455.88	$13,823.52
4	**QSC SLDAN-16-P** Q-SYS Software-based Dante 16x16 Channel License, Perpetual.	$455.88	$1,823.52
23	**RCI Custom Custom 1-Gang Plate**	$36.76	$845.48
29	**RCI Custom Custom 2-Gang Plate**	$36.76	$1,066.04
9	**RCI Custom Custom 3-Gang Plate**	$125.00	$1,125.00
4	**RCI Custom Custom 5-Gang Plate**	$132.35	$529.40
13	**RCI Custom RP4 CUSTOM RACK PLATE 4U**	$257.35	$3,345.55
28	**Samsung Pro AV QB24R** QB24R Enhanced communication in a compact display 24" FHD, non-glare display delivers clear content Compact and slim design enables efficient use of space Embedded MagicINFO S player supports seamless content playback	$688.24	$19,270.72
6	**Samsung Pro AV QB55R-B** 55'' 4K UHD LED Smart Signage 16/7	$1,297.06	$7,782.36
2	**Samsung Pro AV QB85R-B** 85'' 4K UHD Smart Signage	$3,860.29	$7,720.58
9	**Shure CVO-W/C** Installed Sound Overhead Microphone	$98.53	$886.77

16	**Shure MX150B/C-TQG** Cardioid 5mm Subminiature Lavalier Microphone, TQG for Shure Bodypacks, Black	$247.06	$3,952.96
24	**Shure MX418/C** Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen	$255.88	$6,141.12
2	**Shure SLXD124/85-H55** Combo System with SLXD1 Bodypack, SLXD4 Receiver, SM58, and WL185 Lavalier Microphone	$1,044.12	$2,088.24
16	**Shure ULXD1-H50** Digital Bodypack Transmitter, Frequency Band Version (470 - 534 Mhz)	$541.18	$8,658.88
4	**Shure ULXD4QGV=-H50** Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware. Dante	$6,457.35	$25,829.40
4	**Stage Front Custom Wall Plate** Custom Wall Plate	$36.76	$147.04
1	**Stage Front Freight** Shipping & Handling	$14,225.83	$14,225.83
8	**Stage Front Misc. 25** Necessary Fastening Hardware, Accessories	$36.76	$294.08
1	**Stage Front Warranty**	$11,762.66	$11,762.66

4	**Tascam IF-DA2** DANTE AUDIO OPTION FOR SS-R250N/CDR250N	$589.71	$2,358.84
4	**Tascam SS-R250N** SOLID STATE RECORDER WITH NETWORKING AND DUAL SD CARD	$1,195.59	$4,782.36
4	**Tascam US-4x4HR** 4Mic, 4IN/4OUT High Resolution Versatile USB Audio Interface	$252.57	$1,010.28
5	**TRIPP Lite SMART2200RM2U** SmartPro 2.2kVA Line Interactive Sine Wave UPS, SNMPWEBCARD option, 2U Rack/Tower, USB, Serial, EPO, 100/110/120V	$1,298.25	$6,491.25
8	**Viewsonic TD2230** 22" Display, IPS Panel, 1920 x 1080 Resolution	$417.65	$3,341.20
3645	**West Penn Wire 25291B** 2 cond. 22 (7x30) bare CMP	$0.14	$513.15
5725	**West Penn Wire 254246F** 23 AWG 4 pair solid bare copper conductor, shielded with an overall jacket category 6F untwisted pair cable	$0.97	$5,556.79

Additional Options

5	**OFE Computer** [OFE] - OFE Desktop Computer	$0.00	$0.00
8	**OFE Laptop** [OFE] - OFE Desktop Computer	$0.00	$0.00
5	**OFE OFE DISPLAY** [OFE] - Owner Furnished Display	$0.00	$0.00

Base Total $389,821.82

Project Subtotal:	**$389,821.82**

PROJECT SUMMARY

Equipment:	$389,821.82
Labor:	$103,139.10
Sales Tax:	N/A
Grand Total:	**$492,960.92**

Client: **Date**

Chas. S Cooper Jr 7/15/2022

Contractor: **Stage Front** **Date**

Alison M. Bruton

From: Chuck Cooper <chuck.cooper@stagefront.net>
Sent: Monday, July 25, 2022 10:48 AM
To: Alison M. Bruton
Cc: Chris Reed; Jason E. Bragg
Subject: EXTERNAL:Re: Follow-up Questions for RFP 22-07-001 - Stage Front

Alison,

Please see our responses below in red. Please let me know if you have any additional questions or would like to discuss.

Thank you,

Chuck Cooper
Systems Consultant
Direct 912.721.5710 Cell 912.398.4644

Stagefront.net | facebook | linkedin

STAGE FRONT
a better plan for AV

From: Alison M. Bruton <ABruton@EffinghamCounty.org>
Date: Thursday, July 21, 2022 at 9:08 AM
To: Chuck Cooper <chuck.cooper@stagefront.net>
Cc: Chris Reed <creed@EffinghamCounty.org>, Jason E. Bragg <JBragg@EffinghamCounty.org>
Subject: Follow-up Questions for RFP 22-07-001 - Stage Front

Good Morning,

During the review of your submittal for RFP 22-07-001 for the AV System in the Effingham County Courthouse, staff has a few follow-up questions. If possible, we would appreciate a response by 1:00pm tomorrow (July 22, 2022). If you need more time, please let me know.

1. Was Closed Captioning system / service included in this quote?
    a. No, our proposal did not include close captioning services. We did include an assistive listening audio system as described in the RFP. It was our understanding that the requirement was to be one or the other – Please see the excerpt from the RFP below:

Page 16 - ADA compliant systems for hearing and visually impaired people and for language interpretation and assistive listening. This would include headphones for sound enhanced audio **or** court interpreter along with captioning / subtitle system so that audio can be read.

2. Was recording of evidence display included?
    a. Yes, we are providing streaming and recording capabilities for the courtrooms. The owner will need to provide data storage from the recordings via either a USBC3.1 external storage drive or a Network Accessible Storage solution. The media will be in the .mp4 H.264 format with AAC audio
3. Saw Tascam recorder listed, Is this the recording unit for audio for the court reporter? Did not see anything about the court reporter or recording listed.

a. Yes, A digital audio recorder is provided at each court reporter position for audio recording of proceedings. Audio may be recorded to an on-board SD drive, or uploaded to an FTP site via a network connection to the device

4. Was there a A / V "Press" feed or are they to use the stream feed?
   a. Yes, we have included a separate Press feed system in the Community room for Press audio/video and may display any of the AV sources from any of the courtrooms.
5. 1 year of warranty was listed. Does this include onsite troubleshooting and maintenance? Can this be extended or service contract extended and cost per year?
   a. Our base equipment price included one year and also included a price for a 5 year agreement (four year extended) per the specifications. The 5 year price ($42,720) reflects a 10 % discount in the fee for the annual amount. If you elect to purchase each year separately, the cost would be $ 9,493 per year.
6. Please provide a price difference to provide 65" monitors instead of 55" . The total cost to replace all 6 55" LCD monitors with 65" displays is $ 610

Thank you,

Alison M. Bruton *Purchasing Agent*
Effingham County Board of Commissioners
804 S. Laurel St., Springfield, Ga. 31329
(O) 912-754-2159 / (F) 912-754-8413
Register for Procurement Notifications https://procurement.opengov.com/portal/effinghamcounty
Find our current bid opportunities at https://www.effinghamcounty.org/279/Purchasing-Procurement



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From: Chris Reed
To: Alison M. Bruton; Matthew Cruikshank; Jason E. Bragg
Subject: RE: AV RFP Bid Questions
Date: Monday, July 25, 2022 12:09:00 PM

Alison,
After reviewing all of the responses, I am sure that all 3 Vendors are well qualified, and their bids (Technically speaking) are similar. NetPlanner did include Closed Captioning that the others did not include, but cost of the Closed Captioning did not make up for the huge difference in total bid amount. We have used Stage Front and NetPlanner in the past and have been satisfied with their work. Stage Front did install the original system in the Judicial Complex and it has lasted over 15 years.

Based on Technical similarities in the bids, Bid amounts, and Prior experience with the Vendors I would have to choose Stage Front for this project.

Stage Front	$535,680.00
S&L	$655,868.02
NetPlanner	$1,080,558.98

Thanks,

Chris Reed
IT Director
Effingham County Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329
912.754.8100 - phone
912.754.8404- fax

From: Chris Reed
Sent: Wednesday, July 20, 2022 4:56 PM
To: Alison M. Bruton; Matthew Cruikshank; Jason E. Bragg
Subject: AV RFP Bid Questions

Alison,

After going through the bids I had a couple of questions for the bidders. I wanted to make sure we are getting what we asked for and to make sure we are comparing similar features and services. If I am correct question 1 for NetPlanner may be why their quote was so high.
My calculations are 160 hours per month X 12 Months = 1920 hours per year X 5 years = 9600 hours X $90 / hour service = $864,000

Jason was closed captioning needed to be included with all of the bids? You are paying for that as needed today correct? Also, SF only quoted 55” displays in the courtrooms the others quoted 65” and 75”.

Bidder Questions below:

NetPlanner

1. Quote Listed a closed captioning system / service that included 160 hours per month for 5 years.
   What was the price breakout for this? Can this be modified or removed?
2. Was a Annotation system included for each courtroom? For marking over the displayed information.
3. Was a Document camera or similar included for each courtroom for physical evidence?
4. Was a "Press" feed included or was this the AV outputs 4 SDI, and 4 XLR?
5. Maintenance and Service was listed as 5 years covered by this price correct?

S&L

1. Was Closed Captioning system / service included in this quote?
2. Was a hearing impaired / assistive listening system included?
3. Was Maintenance and Service included and how long? I saw Client Care Contract could be purchased.
4. Also saw 1 year of remote monitoring / troubleshooting. Is there onsite troubleshooting and repair?
5. A Lectern was included in the quote. Was this for all courtrooms or just the Magistrate? I believe it was stated that we were keeping the existing furniture.
6. Displays were mentioned as being behind the Judges locations. I am sure that we said they would be on the side walls of the courtroom. Was this correct in the quote?
7. Clarification on overflow and VTC. There was mention of cameras only. Could evidence that is being displayed on the monitors in the courtroom be displayed on the 2nd monitor in overflow and can it be shown on VTC?

Stage Front

1. Was Closed Captioning system / service included in this quote?
2. Was recording of evidence display included?
3. Saw Tascam recorder listed, Is this the recording unit for audio for the court reporter? Did not see anything about the court reporter or recording listed.
4. Was there a A / V "Press" feed or are they to use the stream feed?
5. 1 year of warranty was listed. Does this include onsite troubleshooting and maintenance? Can this be extended or service contract extended and cost per year?

Thanks,

Chris Reed
IT Director
Effingham County Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329

912.754.8100 - phone
912.754.8404- fax

From: Jason E. Bragg
To: Alison M. Bruton
Subject: RFP recommendation
Date: Tuesday, July 19, 2022 3:43:28 PM

Mrs. Bruton,

After a review of the proposals/bids submitted, I Am recommending we move forward with Stage Front Solutions. I feel they will provide us with exceptional service and a quality product. Stage front is the vendor who was selected back in 2006/7 when the Judicial Complex was built! The equipment used then has lasted us 15+ years.
It's my recommendation to move forward with Stage Front!

Jason E. Bragg
Clerk of Superior Court

Staff Report

Subject: Schedule of Fees change – fire fees
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/16/22
Item Description: Consideration to approve a resolution to amend the Schedule of Fees for the fire fees

Summary Recommendation:
Staff is requesting approval of the proposed resolution to amend the fire fees on the Schedule of Fees.

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

The fire fee is set by resolution, and the Schedule of Fees must also be amended to include these new fire fees. That is the purpose of this resolution.

Alternatives for Commission to Consider:
1. Approve the proposed resolution to amend the Schedule of Fees.
2. Do not approve the proposed resolution to amend the Schedule of Fees.
3. Provide staff with direction.

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the resolution to amend the Schedule of Fees.

Other Alternatives:
n/a

Department Review: *(list departments)*
Finance

Funding Source:
No funding needed

Attachments:
Resolution to amend the Schedule of Fees

STATE OF GEORGIA
COUNTY OF EFFINGHAM

A RESOLUTION TO AMEND THE EFFINGHAM COUNTY SCHEDULE OF FEES

BE IT RESOLVED by the Board of Commissioners of Effingham County, in regular meeting assembled and pursuant to lawful authority thereof, that the Effingham County Schedule of Fees on file with the Clerk of the Board of Commissioners of Effingham County, Georgia, is hereby amended to include the following:

LICENSING AND TAXING OF ALCOHOL BEVERAGES

Service Rendered	Assessed Fee
License Fee	
Retail Beer & Wine sale by drink	$1,250.00
Retail Liquor sale by drink	$2,500.00
Retail Beer, Wine and Liquor sale by drink	$3,750.00
Wholesale License	$1,000.00
Retail Beer & Wine sale by package	$1,250.00
Farm Winery, sale by package and drink	$1,250.00
Exterior signs	$25.00
Advertisement	$30.00
Initial Application Fee	
Beer, Wine, Liquor	$250.00
Renewal Application Fee	$50.00
Excise Tax	
Case of 48 cans/bottles containing 6oz	$1.20
Case of 48 cans/bottles containing 7oz	$1.40
Case of 36 cans/bottles containing 8oz	$1.20
Case of 24 cans/bottles containing 10oz	$1.00
Case of 24 cans/bottles containing 12oz	$1.20
Case of 24 cans/bottles containing 14oz	$1.40
Case of 24 cans/bottles containing 16oz	$1.60
Case of 12 cans/bottles containing 32oz	$1.60
Keg/Drum/ Barrel with capacity to hold 1.125gal	$0.44
Keg/Drum/ Barrel with capacity to hold 2.25gal	$0.87
Keg/Drum/ Barrel with capacity to hold 3.875gal	$1.50
Keg/Drum/ Barrel with capacity to hold 7.75gal	$3.00
Keg/Drum/ Barrel with capacity to hold 15.5gal	$6.00
Keg/Drum/ Barrel with capacity to hold 31gal	$12.00
Proportionate tax for all fractional parts of 15.5gal	
Liquor by package or drink	
Per Gallon	$0.80
Per Half Gallon	$0.40
Per Quart	$0.20
Per Fifth	$0.16

Per Pint	$0.10
Per Tenth	$0.08
Per Half Pint	$0.05
Mixed Drink Tax (set by ordinance)	3%
Collection by licensee, licensee may withhold % based on allowable deduction in O.C.G.A. A. § 48-8-50	
Wine for sale by package or drink	
Per Liter	$0.22
Per Gallon	$0.83
Violations - minimum fine of	$1,000
Late Payment Penalties	
Late payment of Mixed Drink Tax	15%
Minimum late fee Plus 1% per month tax not paid	$25.00
ANIMAL CONTROL	
Service Rendered	**Assessed Fee**
Adoption Fee	Canine - $60.00 plus cost of rabies vaccine Felines - $45.00 plus cost of rabies vaccine
Rabies Vaccine	$15.00 per animal
Impound Fee	$25.00 per animal impounded
Boarding Charge	$5.00 per day per animal
Quarantine	$10.00 per day per animal (Bite Cases)
Veterinarian Charges	Varies
Animal Care Charges	Varies
BUILDING APPLICATION FEES	
Service Rendered	**Assessed Fee**
Mobile Home (SW)	$150.00
Mobile Home (DW)	$250.00
Mobile Home (TW)	$350.00
One and Two Family Dwellings Building Permit Plan Review Fee is due when plans are submitted	$50 Plan Review Fee+ $.25 climate controlled + $.20 non-climate controlled
Commercial Building Permit Plan Review Fee is due when plans are submitted	$150 Plan Review Fee + $7.00 per $1,000 of Construction Value Based on Greater of $100/SQ. FT. climate controlled or $50/SQ. FT. non-climate controlled and Submitted Value, Permit Fee Shall Not Exceed $150,000
Government, Educational, and Religious Building/Renovation/Remodel/Addition Permits	$50.00 Admin Fee + $50.00 each licensed trade (Electric, Plumbing, HVAC)
One and Two Family Dwelling Renovation/Remodeling/Addition Permit	$50 admin fee + $.20/climate controlled sq. ft. + $.15/non-climate controlled sq. ft.
Private Educational, and Religious Addition Permit	$50 admin fee
Slab	$50.00
Accessory Building for One and Two Family Dwellings	$50.00 admin fee + $.10 sq ft

Deck	$50 adm fee + $.05 sq ft
Pools	$ 50 adm fee + $.10 sq ft pool area
Demolition Permit	$50.00
Relocation	$50 + $.10 sq. ft.
Windows	$50 admin fee + $5 per $1,000 in estimated cost
Signs	$50 ad min + $.10 sq. ft. sign area
Re-inspection Fee	$50 - first $75 - second $100 - Third
COUNTY CLERK	
Service Rendered	**Assessed Fee**
Copies	$.10 per copy set county wide unless otherwise noted
Copies of Meeting	$5.00 per CD
EMS	
Service Rendered	**Assessed Fee**
ALS Non-Emergency $525	$343.80
ALS 1 Emergency	$544.30
BLS Non-Emergency	$286.50
BLS Emergency	$458.40
ALS Level 2	$787.85
Specialty Care	$931.10
Mileage	$12 per mile
Non Transport	$75.00
Non Transport with Treatment	$150.00
FIRE FEES	
Residential	$ 120.00 per year $0.02/sq.ft.
Multi-Family One to Four units Five or more units	 $ 120.00 per year unit + $0.02/sq.ft. $ 80.00 for each additional unit + $0.02/sq.ft.
Commercial 5,000 sq. ft. or less 5,000 – 15,000 sq. ft. More than 15,000 sq. ft.	 $ 330.00 per year $ 555.00 plus $0.032 per sq. ft. $ 830.00 plus $0.032 per sq ft
Industrial 0 – 5,000 Sq. Ft. 5,000 – 15,000 sq. ft. 15,000 – 1,000,000 sq. ft. More than 1,000,000	660.00 per year $1,105 +$0.038/sq.ft $1,655 + $0.038/sq ft. $30,005.00 + $0.026/sq.ft.
Solar Farm	$44.00 per acre
Vacant Parcel (w/ no primary structure)	**$0.105/acre**
GIS - MAP PRICE LIST	
Service Rendered	**Assessed Fee**
Realtor / Chamber Map	$2.00

Map book	$20.00
8 1/2 X 11	$5.00
Fully Customized Maps	$5 + $75 per hour
8 1/2 x 14	$10.00
Fully Customized Maps	$10 + $75 per hour
11 X 17	$15.00
Fully Customized Maps	$15 + $75 per hour
24 x 24 Pre-made Maps & limited customization	$20.00
Fully Customized Maps	$20 + $75 per hour
36 x 42 Pre-made Maps & limited customization	$25.00
Fully Customized Maps	$25 + $75 per hour
42 x 44 Pre-made Maps & limited customization	$30.00
Fully Customized Maps	$30 + $75 per hour
60 x 60 Pre-made Maps & limited customization	$35.00
Fully Customized Maps	$35 + $75 per hour
Digital Exported Maps	free if map is purchased
If digital export is requested alone	$5 + $75 per hour
Digital Data	
Parcel shape file (polygons, zoning)	$80.00
Parcel shape file (polygons, zoning, all tax data)	$100.00
All other vector layers	$60.00
Aerial Photography	$ 30 per tile
Whole County SIDS	$1,350.00
LIDAR	
Complete County Wide LAS	$5,000.00
Individual Tile LAS	$250.00
County Wide Digital Elevation Model	$5,000.00
Digital Elevation Model tiles	$250.00
County Wide Contours	$1,000.00
Tif Image CD (for plat recording)	$10.00
Shipping and Handling	$5.00
Black & White Copies	.25 per side (up to 11X17) $5.00 (over 11X17)
Color Copies	$1.00 per side (up to 11X17)
	$20.00 (over 11X17)

An hourly rate of $75.00 will be charged for customized data requiring additional GIS staff time.

Customization may include any of the following procedures:

Data Conversion processes

Addition of background air photos

Customer specified colors, fonts, labeling, etc.

Rush Jobs with less than 2 days' notice will be charged at an hourly rate of $75.00 in addition to any other media charges.

PRISON	
Service Rendered	**Assessed Fee**
ID Card fee	$ 5.00
Medical fee	4.00
D-3-L fee	100.00
Medical Co Pay	5.00
Monthly Banking Fee	1.00
Postmaster	-US Postal Service Postage Rate
Indigent Postage	-US Postal Service Postage Rate
Mail Rejection Fee	-US Postal Service Postage Rat
Restitution	- as per damage done
PROBATION	
Service Rendered	**Assessed Fee**
Monthly Probation	$50.00
Supervision Fee	
PUBLIC WORKS	
Service Rendered	**Assessed Fee**
New Culvert Installation Permit	$60.00- Installation inspection & grade set
Existing culvert permit	$20.00 - Inspection of existing culvert
Right of Way Permit	$10.00
RECREATION	
Activity	**Assessed Fee**
Instructional League	$65.00
Youth Softball/Baseball	$65.00
Youth Basketball	$65.00
Youth Football	$65.00
Youth Soccer	$65.00
Track	$15.00
Cheerleading with uniforms	$40.00
Cheerleading w/out uniforms	$90.00
Open Baseball/Softball	48-max 450
Adult Women's Volleyball	$190.00
Adult Basketball	$415.00
Adult Softball	$390.00
(Spring & Coed)	$390.00
Adult Flag Football	$300.00
Spring run	$10 $15
All Stars	$25.00
Football equipment deposit	$50.00
discount - 2 children -	10% off
discount - 3 children -	15% off
discount - 4 or more children must be from the same family & same household	20% off

REGISTRARS	
Service Rendered	**Assessed Fee**
Voter's List (Paper)	$205.00
Voter's List (CD)	$90.00
District or Municipal Voters List (Paper)	$225.00
District or Municipal Voters List (CD)	$130.00
SANITATION	
Service Rendered	**Assessed Fee**
1st Carts	$243 per year
1st Carts (elderly exemption)	$100 per year
2nd Carts	$127 per year
Additional Recycle Carts	$72 per year
Dry Waste Collection Site Fees	$0.08 cents per pound or $160.00 per ton
Tires	
Car	$3.00 off rim
	$5.00 on rim
Large Truck	$8.00 off rim $20.00 on rim
Farm/Tractor	$15.00 off rim $35.00 on rim
Off Road Tires	$.15 per lbs off rim
Code Enforcement Citations	Solid Waste Violations Minimum Fine $100.00
SHERIFF'S DEPARTMENT	
Service Rendered	**Assessed Fee**
Background Checks	$20.00 in County, $25 out of County
Jail Bond Fees	$20.00 per person
Civil Services	$50.00 per service $50 per subpoena
Fingerprints	$5.00 per person (cards only) $50.00 alcohol license application
Accident Reports	$3.00 per report
WASTEWATER TREATMENT	
Service Rendered	**Assessed Fee**
Treatment of Hauled Wastewater -grease traps and port-a-pottys specifically prohibited-	$0.125 a gallon
WATER & SEWER	
Water Connection Service Charge	

1. A Water Connection Service Charge of $2,000 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County's water system
2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.

Sewer Development Fees

1. A Sewer Development Fee of $3,300 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County's sewer system
2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.

Reuse Capital Cost Recovery Fees

1. A Reuse Capital Cost recovery Fee of $1,300 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County's reuse water system
2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.

Water Use Standards

1. The standards in the table below shall be used in determination of water consumption for the purpose of determining the number of equivalent residential units. If the table does not provide information for a particular application, the estimated water consumption shall be as calculated by the County Engineer.

Type of Structure	**Water Usage in Gallons Per Day**
Apartment, One Bedroom	100 per apartment
Apartment, Two Bedrooms	150 per apartment
Apartment, Three Bedrooms	300 per apartment
Automotive Repair Shops/Tire Shops	60 per bay
Banks	30 per 200 sq. ft.
Assembly Hall	5 per seat
Barber Shop/Beauty Parlor	125 per chair + 20 per employee
Boarding/Rooming House **	100 per room
Bowling Alley	50 per lane + 20 per employee
Car Wash	
Wand Wash	125 per bay
Hand Wash	500 per stall
Automated	7000 per site
Church without Day Care or Kindergarten	5 per seat
Clinic	75 per exam room
Correctional Institution/Prison	200 per inmate
Country Club, Recreation Facilities Only	25 per member
Day Care Center with Meals	8 per person
Dental Office	100 per chair + 20 per employee
Department Store	10 per 100 sq. ft.
Dormitories	150 per room
Drug Store	700 per store
Factory	
1) Without Showers	25 per employee
2) With Showers	35 per employee

Food Service Establishments with Restrooms and Kitchen **	
1) Restaurant, less than 24-hours per day operation	35 per seat + 20 per employee
2) Cafeteria, less than 24-hours per day operation	50 per seat + 20 per employee
3) Restaurant, 24 hours per day operation	75 per seat + 20 per employee
4) Drive-in Restaurant	50 per car space + 20 per employee
5) Carry-out Only	50 per 100 sq. ft. + 20 per employee
Funeral Home	10 per 100 sq. ft.
Grocery Stores	20 per 100 sq. ft.
Hospital	300 per bed
Hotel/Motel, No Kitchen	100 per room
Kindergarten, No Meals	15 per person
Kitchen for Day Care, Kindergarten	20 per person
Laundry, Self Service	150 per machine
Laundry, Commercial	1,000 per machine
Mobile Home Park	300 per site
Nail Salons	50 per chair
Nursing Home**	150 per bed
Office	30 per 200 sq. ft.
Physician's Office	200 per exam room
Schools:	
1) Day, Restrooms and Cafeteria	20 per person
2) Day, Restrooms, Gym and Cafeteria	25 per person
Seafood Market	120 per 100 sq. ft.
Service Stations:	
1) Fuel and Oil Only	100 per pump
2) Full Service	300 + 100 per pump
Shopping Center	10 per 100 sq. ft.
Single Family Dwelling	300 per dwelling
Stadium	2 per seat
Tavern, Bar, Cocktail Lounge – No Meals	30 per seat + 20 per employee
Theater	5 per seat
Travel Trailer Park**	
1) With Independent Water and Sewer Connection	150 per site
2) W/O Independent Water and Sewer Connection	35 per site
Warehouse	10 gals per 1000 sq. ft.
** Add 500 gallons per machine to amount indicated if laundry or dish washing machines are to be installed**	
To setup residential service for an owner	$125.00 = $100 deposit+$25 admin fee
To setup Multi-Unit Residential Service	$200.00 = $200 deposit + $25 admin fee x # of units
To setup residential service for a renter	$150.00 = $125 deposit+$25 admin fee
To setup non-residential service	$ 375.00 = $350 deposit + $25 admin fee
To setup Multi-Unit Non-Residential Service	Non-Residential service rates x # of units
Drinking Water Meter Fee	cost of materials + $100.00 for installation

Multi-Unit Residential Water Rates	Residential water rates + base rate x # of units
Residential Water Rates	$10.00 base rate
	$3.09 for each 1,000 gallons up to 5,000 gallons
	$3.31for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	$3.53for each 1,000 gallons over 10,000 gallons
Multi-Unit Commercial/Industrial Water Rates	Comm/Industrial water rates + base rate x # of units
Commercial/Industrial Water Rates	$50.00 base rate
	$3.31for each 1,000 gallons up to 5,000 gallons
	$3.53for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	$3.76for each 1,000 gallons over 10,000 gallons
Multi-Unit Residential Sewer Rates	Residential sewer rates + base rate x # of units
Residential Sewer Rates	$15.00 base rate
(Caribbean Village Customers - Base Rate is $10.00)	$3.27for each 1,000 gallons up to 5,000 gallons
	$3.55 for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	$3.83for each 1,000 gallons over 10,000 gallons
Multi-Unit Commercial/Industrial Sewer Rates	Comm/industrial sewer rates + base rate x # of units
Commercial/Industrial Sewer Rates	$60.00 base rate
	$3.55for each 1,000 gallons up to 5,000 gallons
	$3.92for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	$4.11for each 1,000 gallons over 10,000 gallons
Water Wholesale Rate to Bulk Customer (municipal or private)	$3.00/1,000 gallons
Hydrant Meter Flushing of Surface Water Distribution System	$1,000 deposit, $0.945/1,000 gallons, $100 administrative fee
Sewer Wholesale Rate (municipal, individual or private)	$4.00/1,000 gallons
Delinquent Payment Service Charge	$35.00
Reconnection of Water Service (7:30am-4pm weekdays)	$30.00
Reconnection of Water Service (outside normal working hours, on weekends or holidays)	$60.00
Unauthorized Use or Connection (Notwithstanding the fee established herein, the County may pursue any other civil and criminal remedies available at law or in equity for unauthorized and/or illegal connections)	$100 (1st occurrence) $500 per occurrence thereafter
Returned Check	$30.00

Service Call (for issues such as leakage on customer side of meter, to flush hot water heater at customer request, repair/replace meter box due to customer damage - parts not included, uncover/raise meter, check meter again after initial check verifies accuracy, etc.)	$35.00 (during normal working hours) $65.00 (outside of normal working hours, on weekends and holidays)
Failure to Apply for Service Fee	$30.00
Temporary Service Fee	$100 for up to ten (10) business days water and/or sewer usage charged at rates above
ZONING	
Service Rendered	**Assessed Fee**
Sketch Plan Review	$250.00 admin fee
Development Plan Review Fee (Fees INCLUDE in house engineer review and are due to be paid prior to plan approval)	Single Family Residential - $175 + $15 per lot Multi-Family Residential - $175 + $10 per unit Non-Residential - $350 + $80 per developed acre* Clearing and Grading Only - $250 admin fee
	Fees exclude government, education and religious
Final Plat (including revisions)	Minor Subdivision (3 lots or less) - $50.00 admin fee Major Subdivision (4 lots or more) - $100.00 admin fee + $10 per lot
Development Plan Re-review (after 3 submittals)	$250.00 admin fee
Land Disturbing Activity Permit Fee	$80.00 per acre to be divided equally between Effingham County & DNR-EPD**
Rezoning, Conditional Use, Rural/ Residential Business, Variance, Occupational Tax Administrative Fee	$200.00 each $30 (in addition to tax charge)
0-9 Employees	$100
10-19 Employees	$200
20-29 Employees	$300
30-39 Employees	$400
40-49 Employees	$500
50 or more Employees	$600
** developed acre = disturbed area with the exception of all building footprints*	
All ordinances and resolutions in conflict herewith are repealed. Adopted by the Effingham County Board of Commissioners this day of August 2, 2022 Wesley M. Corbitt, Chairman — Stephanie D. Johnson, County Clerk	

Staff Report

Subject: Fire fees for 2022
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/16/22
Item Description: Consideration to approve a resolution to adopt the 2022 fire fees

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

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

To assist with significant new capital outlays, including building and staffing two new fire stations, and to keep apace of current price levels, staff is requesting a one-penny increase on the square footage component of the fee, and a two dollar per acre increase on the solar farm fee. The vacant property fee remains unchanged, as it is anticipated to be enough to cover the annual Georgia Forestry Commission fee the County must pay for vacant land.

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

Residential	$ 120.00 per year plus $0.01 per sq. ft.
Multi-Family	
One to Four Units	$ 120.00 per year plus $0.01 per sq. ft.
Five or more Units	$ 80.00 for each additional unit plus $0.01 per sq. ft.
Commercial	
5,000 sq. ft. or less	$ 330.00 per year
5,000 – 15,000 sq. ft.	$ 555.00 plus $0.022 per sq. ft.
More than 15,000 sq. ft.	$ 830.00 plus $0.022 per sq. ft.
Industrial (per structure)	
0 – 5,000 sq. ft.	$660.00 per year
5,000 – 15,000 sq. ft.	$1,105 plus $0.028 per sq. ft.
15,000 – 1,000,000 sq. ft.	$1,655 plus $0.028 per sq. ft.
More than 1,000,000 sq. ft.	$30,005.00 plus $0.016 per sq. ft.

Solar Farm	$42.00 per acre
Vacant Parcel (with no primary structure)	$0.105 per Acre

2. Staff is recommending the following fire for 2022:

Residential	$ 120.00 per year plus $0.02 per sq. ft.
Multi-Family	
One to Four Units	$ 120.00 per year plus $0.02 per sq. ft.
Five or more Units	$ 80.00 for each additional unit plus $0.02 per sq. ft.
Commercial	
5,000 sq. ft. or less	$ 330.00 per year
5,000 – 15,000 sq. ft.	$ 555.00 plus $0.032 per sq. ft.
More than 15,000 sq. ft.	$ 830.00 plus $0.032 per sq. ft.
Industrial (per structure)	
0 – 5,000 sq. ft.	$660.00 per year
5,000 – 15,000 sq. ft.	$1,105 plus $0.038 per sq. ft.
15,000 – 1,000,000 sq. ft.	$1,655 plus $0.038 per sq. ft.
More than 1,000,000 sq. ft.	$30,005.00 plus $0.026 per sq. ft.
Solar Farm	$44.00 per acre
Vacant Parcel (with no primary structure)	$0.105 per Acre

Alternatives for Commission to Consider:

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

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the proposed fire fees resolution.

Other Alternatives:

1. Make no changes to the fire fees and leave them the same as 2021.

Department Review: *(list departments)*
Finance, Fire & Rescue, County Manager

Funding Source:
none

Attachments:
Resolution to set the 2022 fire fees

STATE OF GEORGIA
COUNTY OF EFFINGHAM

RESOLUTION TO SET THE 2022 FIRE FEES

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

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

Residential (per structure)	$ 120.00 per year +
	$ 0.02 per sq. ft.
Multi-Family (per structure)	
One to Four Units	$ 120.00 per year +
	$ 0.02 per sq. ft.
Five or more Units	$ 80.00 for each additional unit +
	$ 0.02 per sq. ft.
Commercial (per structure)	
5,000 sq. ft. or less	$ 330.00 per year
5,000 – 15,000 sq. ft.	$ 555.00 plus $0.032 per sq. ft.,
More than 15,000 sq. ft.	$ 830.00 plus $0.032 per sq. ft.
Industrial (per structure)	
5,000 sq. ft. or less	$660.00 per year
5,000 – 15,000 sq. ft.	$1,105.00 plus $0.038 per sq. ft.
15,000 – 1,000,000 sq. ft.	$1,655.00 plus $0.038 per sq. ft.
More than 1,000,000 sq. ft.	$30,005.00 plus $0.026 per sq. ft.
Solar Farm	$44.00 per Acre
Vacant Land (with no primary structure)	$0.105 per Acre

Said fees shall be initially collected at the time of issuance of a building permit and thereafter assessed in conjunction with yearly property taxes.

Adopted by the Effingham County Board of Commissioners this _____ day of August, 2022.

_____
Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Attest:

_____
Stephanie Johnson, County Clerk

Staff Report

Subject: Sanitation fees resolution for 2022
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 8/16/22
Item Description: Consideration to approve a resolution to adopt the 2022 sanitation fees

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

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

At the 8/2/22 public meeting, the Schedule of Fees was updated to include these new rates. This resolution is part of that process and will adopt these fees for the upcoming annual property tax bills.

Sanitation fees for the prior year were set at:
- Standard trash/recycle service - $215 per year
- Additional trash cart - $115 per year
- Additional recycle cart - $65 per year
- Elderly special school exemption - $100 a year

Staff is recommending the following new sanitation fees:
- Standard trash/recycle service - $243 per year
- Additional trash cart - $127 per year
- Additional recycle cart - $72 per year
- Elderly special school exemption - $100 a year

Alternatives for Commission to Consider:
1. Approve the proposed sanitation fees resolution.
2. Do not approve the proposed sanitation fees resolution.
3. Provide staff with direction.

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the proposed sanitation fees resolution.

Other Alternatives:

1. Make no changes to the sanitation fees and leave them the same as 2021.

Department Review: *(list departments)*
Finance, County Manager

Funding Source:
none

Attachments:
Resolution to set the 2022 sanitation fees

STATE OF GEORGIA
COUNTY OF EFFINGHAM

RESOLUTION TO SET THE 2022 SANITATION FEES

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

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

To provide weekly sanitation pick-up and bi-weekly recycle pick-up to citizens of the unincorporated area of Effingham County

$243 per year
Additional trash cart - $127 per year
Additional recycle Cart - $72 per year
Elderly Special School exemption - $100 a year

Said fees shall be initially collected at the time the initial homeowner establishes services and thereafter assessed in conjunction with yearly property taxes.

Adopted by the Effingham County Board of Commissioners this _____day of August, 2022.

_____
Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Attest:

_____
Stephanie Johnson, County Clerk

Staff Report

Subject: FY 2023 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 8/16/22
Item Description: Consideration to approve an amendment to the FY 2023 budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY 2023 budget.

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

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

The budget amendment attached reflects the following changes:

1. Allocating fire fee revenues for rental of turnout gear for new Fire & Rescue trainees. Supply chain issues are delaying purchase.
2. Roll-forward the GEMA equipment grant from FY 2022 that wasn't used in that year but is expected to be used in FY 2023.

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2023.
2. Provide Staff with direction.

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the resolution to amend the budget for FY 2023.

Other Alternatives:
N/A

Department Review:
Finance

Funding Source:
Multiple

Attachments:
FY 2023 budget amendment resolution

Resolution# _____

State of Georgia
County of Effingham

RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2023 budget of Effingham County was adopted on June 21st, 2022 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	AMOUNT	DESCRIPTION
055	Fire & Resuce	FIRE & RESCUE ASSESSMENT	271-34-2010	-8600.00	to allocate fire fees for turnout gear rentals
055	Fire & Resuce	OPERATING LEASES	271-3510-055-52-2321	8600.00	turnout gear rentals
020	EFFINGHAM EMA	OTHER EQUIPMENT	100-3100-020-54-2502	29633.56	EMA equipment, half paid by GEMA grant
020	EFFINGHAM EMA	GEMA	100-33-4211	-15675.00	allocate GEMA grant revenue
020	EFFINGHAM EMA	SALES TAX (LOCAL)	100-31-3100	-13958.56	to allocate sales tax for GEMA equipment
				0.00	net entries

This amendment allocates donations made in memory of Ms. Cindy Howard, re-allocates funds for Recreation supplies, and allocates revenues for the CRC mini grant and Georgia EMS trauma grant.

Approved this _____day of _____ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Effingham County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of Rincon **shall receive** 18.08 **%**

City of Springfield **shall receive** 4.92 **%**

City of Guyton **shall receive** 4 **%**

City of _____ **shall receive** _____ **%**

City of _____ **shall receive** _____ **%**

City of _____ **shall receive** _____ **%**

County of Effingham **shall receive** 73 **%**

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 20 22.

_____
MAYOR OF THE CITY OF RINCON

_____
MAYOR OF THE CITY OF SPRINGFIELD

_____
MAYOR OF THE CITY OF GUYTON

_____
MAYOR OF THE CITY OF

_____
MAYOR OF THE CITY OF

_____
MAYOR OF THE CITY OF

_____
CHAIRMAN BOARD OF COMMISSIONERS OF

Effingham **COUNTY**