



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA
Effingham County
Georgia
 Board of Commissioners

July 16, 2024 – 5:00 PM

Effingham County Administrative Complex
 804 South Laurel Street, Springfield GA 31329

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

“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

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<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk30UQ>

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the July 2, 2024 regular 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** - The agenda packet for this meeting is posted on the county's website. Any additional documentation presented at the meeting shall be submitted to the Clerk for receipt, recording and distribution to the Board
- IX. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.
 - 1. [2024-337 Contract]**
 Consideration to approve to renew the Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC

2. [2024-338 Agreement]

Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Greystone Homeowners Association

3. [2024-339 Contract]

Consideration to approve to renew the Disaster Debris Removal Services Contract with Ceres Environmental Services, Inc. and CrowderGulf, LLC

4. [2024-340 Agreement]

Consideration to approve Amendment #4 for the extension of the Master Services Agreement for Professional Services for EOM Operations

5. [2024-341 Agreement]

Consideration to renew the License Agreement with Verizon Wireless for site 133762 in Springfield

X. New Business

1. [2024-342 Purchase] *Clint Hodges*

Consideration to approve the Purchase of a Fire Engine and Ladder Truck from Ten-8 Fire and Safety.

2. [2024-343 Plat/Deed] *Samantha Easton*

Consideration to approve a Final Plat and Warranty Deed for Lonadine Phase 2A located on Highway 119 S **Map# 344 Parcel# 26A** in the **Third District**, zoned R-6

3. [2024-344 Policy] *Jonathan Hulme*

Consideration to approve the First Reading of an Construction Specification to amend **Section 02400 Stormwater Drainage System** of the Effingham County Construction Specifications and the **Stormwater Management Local Design Manual** page 14 to reflect this change

4. [2024-345 Proposal] *Jonathan Hulme*

Consideration to approve a Proposal from GMC for Engineering Evaluation of the Effingham County Goshen Commercial Park Well System

5. [2024-346 Ordinance] *Jonathan Hulme*

Consideration to approve the Second Reading of an Ordinance to amend **Part II - Official Code, Chapter 34 - Article III, Provisions - Flood Hazard Reduction**, for **Section 34.83** of the Effingham County Code of Ordinances

6. [2024-347 Ordinance] *Jonathan Hulme*

Consideration to approve the Second Reading of an Ordinance to amend **Part II - Official Code, Chapter 34 - Article III - Section 34.84** (*Standards for areas of special flood hazard (zones AE) with established base flood elevations without designated floodways*) of the Effingham County Code of Ordinances

7. [2024-348 Ordinance] *Samantha Easton*

Consideration to approve the First Reading of an ordinance to amend **Part II - Official Code, Appendix C - Zoning Ordinance, Section 3.17 - Excavation, Mining, Ponds, and Fills**

of Land and/or State/Federal Jurisdictional Waters or Wetlands and 3.17A - Ponds - Construction of the Effingham County Code of Ordinances

8. **[2024-349 Ordinance]** *Samantha Easton*

Consideration to approve the amendment of the Code of Ordinances **Part II – Official Code: Appendix C – Zoning Ordinance, 3.41 Swimming pools, private community, or club** of the Effingham County Code of Ordinances

9. **[2024-350 Task Order]** *Danielle Carver*

Consideration to approve Task Order 24-IDC-RFP-067 for POND & Company to complete the design of the roundabout at SR-30 and Midland Road

10. **[2024-351 Change Order/Task Order]** *Danielle Carver*

Consideration to approve Change Order #4 and Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

11. **[2024-352 Purchase Order]** *Danielle Carver*

Consideration to approve Purchase Order 23-RFQ-062 with Aqualitec Corp for the replacement of Fine Screen and Washer Compactor

12. **[2024-353 Agreement]** *Danielle Carver*

Consideration to approve Amendment 7 of the Agreement with EOM Operations for public works related services

13. **[2024-354 Agreement]** *Danielle Carver*

Consideration to approve Task Order 9 with EOM Operations under the Master Services Agreement related to civil engineering services

14. **[2024-355 Resolution]** *Mark Barnes*

Consideration to approve Resolution# 024-021 to amend the Fiscal Year 2024 budget

15. **[2024-356 Annexation]** *Stephanie Johnson*

Consideration to acknowledge a Petition for Annexation as submitted by the City of Springfield related to a property located at 1528 Hwy 21 South, **Map# 389B Parcel# 18** in the **Fourth District**

16. **[2024-357 Agreement]** *Jonathan Hulme*

Consideration to approve a Memorandum of Understanding Proposed Sewer Assets between Effingham County and the City of Springfield

17. **[2024-358 Agreement]** *Danielle Carver*

Consideration to approve the Preliminary Engineering Agreement with CSX Transportation, Inc. for the Goshen Road Widening Project

XI. Reports from Commissioners & Administrative Staff

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

XIII. Planning Board - 6:00 pm

1. [2024-359 Public Hearing] *Chelsie Fernald*

The Planning board recommends approval to amend Appendix C, Article IX - Section 5.11.2 to allow for the addition of truck and trailer parking as a Conditional Use in B-3 zoning districts

2. [2024-360 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **denying** an application by **Luis R. Perdomo** for a **conditional use** for a **Rural Business** located at 100 Highland Drive for commercial vehicle parking. **Map #466B Parcel # 10** in the **Second District**

3. [2024-361 Second Reading]

Consideration to approve the Second Reading of an application by **Luis R. Perdomo** for a **conditional use** for a **Rural Business** located at 100 Highland Drive for commercial vehicle parking. **Map #466B Parcel # 10** in the **Second District**

4. [2024-362 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Betty Crosby** for a **variance** located at 118 Second Street to allow for a reduction in the required building setbacks. **Map # 296A Parcel # 25** in the **First District**

5. [2024-363 Second Reading]

Consideration to approve the Second Reading of an application by **Betty Crosby** for a **variance** located at 118 Second Street to allow for a reduction in the required building setbacks. **Map # 296A Parcel # 25** in the **First District**

6. [2024-364 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **Amy Wilson** as agent for **Sandra Hutcheson** for a **variance** located at 569 Little McCall Road to allow for the occupation of an RV during home construction. **Map # 320 Parcel # 51** in the **Third District**

7. [2024-365 Second Reading]

Consideration to approve the Second Reading an application by **Amy Wilson** as agent for **Sandra Hutcheson** for a **variance** located at 569 Little McCall Road to allow for the occupation of an RV during home construction. **Map # 320 Parcel # 51** in the **Third District**

8. [2024-366 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **denying** an application by **Robert Crisp** for a **variance** located at 156 Knotty Pine Circle to allow for the reduction in required building setbacks. **Map # 428C Parcel # 150** in the **Fourth District**

9. [2024-367 Second Reading]

Consideration to approve the Second Reading of an application by **Robert Crisp** for a **variance** located at 156 Knotty Pine Circle to allow for the reduction in required building setbacks. **Map # 428C Parcel # 150** in the **Fourth District**

10. [2024-368 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approval of a request by **Jason Ruarks** as agent for **Karen Lanier & Gary Moore** to **rezone 4.88** acres located at 188 Harley Road from **AR-1 to AR-2** to allow for a subdivision to create a new home site **Map# 417B Parcel# 4** in the **Second District**

11. [2024-369 Second Reading]

Consideration to approve the Second Reading of a request by **Jason Ruarks** as agent for **Karen Lanier & Gary Moore** to **rezone 4.88** acres located at 188 Harley Road from **AR-1 to AR-2** to allow for a subdivision to create a new home site **Map# 417B Parcel# 4** in the **Second District**

12. [2024-370 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** a request by **Lee Grider** to **rezone +/- 1.34** acres located at 1243 & 1257 Noel C Conaway Road from **AR-1 & AR-2 to B-3** to allow for commercial/business opportunities **Map# 375E Parcel# 5 & 6** in the **Second District**

13. [2024-371 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** a request by **Lee Grider** to **rezone +/- 1.34** acres located at 1243 & 1257 Noel C Conaway Road from **AR-1 & AR-2 to B-3** to allow for commercial/business opportunities **Map# 375E Parcel# 5 & 6** in the **Second District**

14. [2024-372 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **approving** a request by **Brooke Graham** to **rezone +/-5.14** acres located at 2453 GA Highway 119 N from **AR-1 to AR-2** to subdivide to create new home sites **Map# 408 Parcel# 24A** in the **Third District**

15. [2024-373 Second Reading]

Consideration to approve the Second Reading of a request by **Brooke Graham** to **rezone +/-5.14** acres located at 2453 GA Highway 119 N from **AR-1 to AR-2** to subdivide to create new home sites **Map# 408 Parcel# 24A** in the **Third District**

16. [2024-374 Public Hearing] *Chelsie Fernald*

The Planning Board recommends **denying** a request by **Read Brennan** to **rezone +/- 27.65** acres located on Blue Jay Road from **PD & AR-1 to PD** to allow for the amendment of a Planned Development **Map# 415 Parcel # 10 & Map # 414 Parcel # 9** in the **Fourth District**

17. [2024-375 Second Reading]

Consideration to approve the Second Reading of a request by **Read Brennan** to **rezone +/- 27.65** acres located on Blue Jay Road from **PD & AR-1 to PD** to allow for the amendment of a Planned Development **Map# 415 Parcel # 10 & Map # 414 Parcel # 9** in the **Fourth District**

XIV. Adjournment

Staff Report

Subject: Approval of renewal of the Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC (23-RFP-025)

Author: Danielle Carver, PCPM

Department: EEMA

Meeting Date: July 16, 2024

Item Description: Renewal Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC

Summary Recommendation: Staff recommends renewal of the Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC

Executive Summary/Background:

- Contract Dates: July 1, 2023 – June 30, 2024 with three (3) additional single-year renewals.
- No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.

Alternatives for Commission to Consider

1. Approval of renewal of the Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EEMA, Fire, Purchasing

Funding Source: No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.

Attachments:

- Thompson Consulting Services, LLC Agreement

Disaster Debris Monitoring & Financial Recovery Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

THIS AGREEMENT, made and entered into by and between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called the “**County**”), and **Thompson Consulting Services, LLC** (hereinafter called the “**Contractor**”), a corporation maintaining an office located in 2601 Maitland Center Parkway, Maitland FL 32751, for the purposes of engaging in the business of providing disaster debris monitoring & financial recovery services.

WHEREAS, the County is empowered to provide for disaster debris monitoring & financial recovery services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of disaster debris monitoring & financial recovery services within the County upon the terms and conditions hereinafter set forth; and

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

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

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate natural disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT

During the performance of this contract, the contractor agrees as follows (if applicable):

Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

COPELAND “ANTI-KICKBACK” ACT

During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, the contractor agrees as follows:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by EFFINGHAM COUNTY BOARD OF COMMISSIONERS (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA / EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

CHANGES

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request – either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for disaster debris monitoring & financial recovery services; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

EFFECTIVE DATE: TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2024. There will be three (3) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

LICENSES AND TAXES

The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor’s obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

IMMUNITY

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

INSURANCE

The Contractor shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days' notice in the event the Contractor's insurance is cancelled or terminated for any reason

*The limits of insurance are as follows:

- A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage each occurrence, and \$2,000,000 Property Damage, in the aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.
- D. **Umbrella Policy:** \$10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-001) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-001 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

INTENTIONALLY LEFT BLANK

FEES: SEE ATTACHMENT A

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

Debris Monitoring Positions	Paper-Based Ticketing	Automated Ticketing
	Hourly \$ Rate	Hourly \$ Rate
Project Manager	\$	\$
Operation Managers	\$	\$
Field Supervisors	\$	\$
GIS Analyst	\$	\$
Environmental Specialists	\$	\$
Billing/Invoicing/Data Managers	\$	\$
Project Coordinators	\$	\$
Load Ticket Data Entry Clerks	\$	\$
Collection Crew Monitors	\$	\$
Tower Monitors	\$	\$
Residential Drop-off Monitors	\$	\$
Automated Ticketing Specialists		\$

Grant Management Consulting Positions	Hourly \$ Rate
Senior Grant Management Consultant	\$
Grant Management Consultant	\$
Administrative Assistant	\$
Grand Total	\$

Emergency Management Consulting Positions	Hourly \$ Rate
Senior Planner	\$
Planner	\$
Grand Total	\$

*The hourly labor rates shall include all applicable overhead and profit.
 Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area.
 Mileage will be reimbursed at the most recent IRS published rate.
 All other direct project expenses will be reimbursed at cost without mark-up.*

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Manager or Project Manager.

TERMINATION

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

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

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

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

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

TRANSFERABILITY OF CONTRACT

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

ADMINISTRATION

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

The County Manager shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall

cooperate with the County Manager or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Manager so that the County's reputation is in no way damaged by the Contractor's performance.

NO AGENCY CREATED

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

CONTRACT DOCUMENTS

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-001 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS

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

SEPERABILITY OR PROVISION

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION

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

HEADINGS

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

INTENTIONALLY LEFT BLANK

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt, Chairman

ATTEST: _____
Stephanie Johnson, Effingham County Clerk

Date: _____

FOR THE CONTRACTOR

BY: _____

Title: _____

Attest: _____

Date: _____

ELECTRONIC SUBMITTAL Proposal Cost



Effingham County, Georgia Request for Proposal No. 23-RFP-025 Disaster Debris Monitoring & Financial Recovery Services

Due Date / Time: June 1, 2023 | 11:00 am



thompson
CONSULTING SERVICES



thompson
CONSULTING SERVICES

June 1, 2023

Effingham County
804 S Laurel St.
Springfield, GA 31329

Submitted electronically to: <https://procurement.opengov.com/portal/effinghamcounty>

RE: Request for Proposal No. 23-RFP-025 – Disaster Debris Monitoring & Financial Recovery Services | Proposal Cost

Thompson Consulting Services, LLC (Thompson) is pleased to provide Effingham County with the enclosed Proposal Cost for Request for Proposal No. 23-RFP-025 – Disaster Debris Monitoring & Financial Recovery Services.

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the County for positions that are duplicative in nature or unnecessary to perform the scope of services requested. Project costs will vary depending on the severity and duration of a disaster event, and all positions may not be necessary to complete the scope of services requested.

The pricing proposal form has been provided on the following page. Please feel free to contact Thompson President, Jon Hoyle, with any questions pertaining to the proposal cost.

Best regards,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

EN: RFP No. 23-RFP-025 - Proposal Cost Form

PRICING PROPOSAL FORM

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

Debris Monitoring Positions	Paper-Based Ticketing	Automated Ticketing
	Hourly \$ Rate	Hourly \$ Rate
Project Manager	\$ 65.12	\$ 65.12
Operation Managers ¹	\$ 0.00	\$ 0.00
Field Supervisors	\$ 43.42	\$ 43.42
GIS Analyst	\$ 50.00	\$ 50.00
Environmental Specialists	\$ 50.00	\$ 50.00
Billing/Invoicing/Data Managers	\$ 55.00	\$ 55.00
Project Coordinators ²	\$ 0.00	\$ 0.00
Load Ticket Data Entry Clerks ²	\$ 18.00	\$ 0.00
Collection Crew Monitors	\$ 35.28	\$ 37.99
Tower Monitors	\$ 34.19	\$ 35.82
Residential Drop-off Monitors	\$ 29.85	\$ 29.85
Automated Ticketing Specialists ²		\$ 0.00

Grant Management Consulting Positions	Hourly \$ Rate
Senior Grant Management Consultant	\$ 135.68
Grant Management Consultant	\$ 103.11
Administrative Assistant	\$ 24.42
Grand Total	\$ 263.21

Emergency Management Consulting Positions	Hourly \$ Rate
Senior Planner	\$ 135.68
Planner	\$ 103.11
Grand Total	\$ 238.79

The hourly labor rates shall include all applicable overhead and profit. Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area. Mileage will be reimbursed at the most recent IRS published rate. All other direct project expenses will be reimbursed at cost without mark-up

¹Duplicative management position not necessary to complete the scope of work requested by the County, therefore will not be charged to the County. Tasks associated with this position will be performed by the Project Manager.

²Position not necessary due to efficiencies of our Automated Debris Management System (ADMS), therefore position will not be charged to the County.



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ELECTRONIC SUBMITTAL Proposal Cost



Effingham County, Georgia
Request for Proposal No. 23-RFP-025
**Disaster Debris Monitoring & Financial
Recovery Services**
Due Date / Time: June 1, 2023 | 11:00 am



thompson
CONSULTING SERVICES



thompson
CONSULTING SERVICES

June 1, 2023

Effingham County
804 S Laurel St.
Springfield, GA 31329

Submitted electronically to: <https://procurement.opengov.com/portal/effinghamcounty>

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Best regards,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

EN: RFP No. 23-RFP-025 - Proposal Cost Form

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²Position not necessary due to efficiencies of our Automated Debris Management System (ADMS), therefore position will not be charged to the County.



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CONSULTING SERVICES

Staff Report

Subject: Ratification of Approval of a Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Greystone Homeowners Association

Author: Tim Callanan, County Manager

Department: County Manager

Meeting Date: July 16, 2024

Item Description: Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Greystone Homeowners Association.

Summary Recommendation: Staff recommends ratification of approval for the Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Greystone Homeowners Association.

Executive Summary/Background:

- Greystone HOA has requested the replacement of 1 stop sign within their subdivision at Cornelia Court and Greystone Drive.
- Greystone HOA desires to use custom signposts for traffic signs located within its subdivision.
- Greystone HOA will assume all costs associated with the installation, maintenance and any liability that may arise from the use of the custom traffic signposts.
- The County will only be responsible for attaching the stop sign to the custom traffic signpost.
- The lease agreement was prepared by the County Attorney.

Alternatives for Commission to Consider:

1. Approve the Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Honey Ridge Estates Homeowners Association.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative number 1 – Approve the Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Honey Ridge Estates Homeowners Association.

Other Alternatives: 2 or 3

Department Review: County Manager, County Attorney

Funding Source: Public Works Operating Supplies

Attachments: Custom Traffic Signpost Agreement

CUSTOM TRAFFIC SIGNPOST AGREEMENT

This Custom Traffic Signpost Agreement (hereinafter referred to as "Agreement") is made and entered into by and between The Lakes at Greystone Homeowners Association, Inc. (hereinafter referred to as "Greystone HOA") and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, Greystone HOA desires to use custom signpost for traffic signs located within its subdivision; and

WHEREAS, Greystone HOA will assume all cost associated with the installation, maintenance, and any liability that may arise from the use of the custom traffic signpost; and

WHEREAS, the County will only be responsible for attaching the traffic sign and/or stop sign to the custom traffic signpost; and

WHEREAS, any applicant requesting to use a custom signpost shall sign an indemnification and hold harmless agreement for the benefit of the County; and

WHEREAS, the public interest will be served by the Agreement; and

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

1. **Laws and Ordinances.** Greystone HOA shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the custom traffic signposts.
2. **Release.** Greystone HOA releases County from any and all claims, demands, or causes of action which Greystone HOA, its successors and assigns, may now have or hereafter acquire for damage to or injury from its custom traffic signposts.
3. **Indemnification.** Greystone HOA shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the custom traffic signposts by Greystone HOA arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of Greystone HOA, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the installation or maintenance of the custom traffic signposts.
4. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, Greystone HOA shall be responsible for any and all damage related in any manner to the custom traffic signposts.
5. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.

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

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

Board of Commissioners of Effingham County, Georgia

Wesley Corbitt, Chairman

ATTEST:

Stephanie Johnson, County Clerk

Date: _____

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 written below.

Greystone Home Owners Association, Inc.

By: *Kyle Malin*

Its: President

Attest:

By: *Ashley Raddatz*

Its: Market Portfolio Manager

Date: 7/1/2024

Staff Report

Subject: Approval of renewal of the Disaster Debris Removal Services Contract with Ceres Environmental Services, Inc. and CrowderGulf, LLC (23-RFP-025)

Author: Danielle Carver, PCPM

Department: EEMA

Meeting Date: July 16, 2024

Item Description: Renewal of the Disaster Debris Removal Services Contract with Ceres Environmental Services, Inc. and CrowderGulf, LLC

Summary Recommendation: Staff recommends renewal of both contracts for Disaster Debris Removal Services with Ceres Environmental Services, Inc. and CrowderGulf, LLC

Executive Summary/Background:

- Contracts include both Ceres Environmental Services and CrowderGulf, LLC to help manage debris removal in case of a disaster.
- This is a pre-event contract and no compensation will result unless an activation task order is approved by the County.

Alternatives for Commission to Consider

1. Approval of renewal of the Disaster Debris Removal Services Contract with Ceres Environmental Services, Inc. and CrowderGulf, LLC
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EEMA, Fire, Purchasing

Funding Source: This is a pre-event contract and no compensation will result unless an activation task order is approved by the County

Attachments:

- Ceres Disaster Debris Removal Contract with Addendum
- CrowderGulf Disaster Debris Removal Contract with Addendum

Disaster Debris Removal Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

THIS AGREEMENT, made and entered into by and between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called the “**County**”), and **CERES ENVIRONMENTAL SERVICES, INC** (hereinafter called the “**Contractor**”) of 6968 PROFESSIONAL PARKWAY, SARASOTA, FL 34240, a corporation maintaining an office located in FLORIDA, for the purposes of engaging in the business of providing Disaster Debris Removal Services.

WHEREAS, the County is empowered to provide for Disaster Debris Removal Services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of Disaster Debris Removal Services within the County upon the terms and conditions hereinafter set forth; and

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

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

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate natural disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT

During the performance of this contract, the contractor agrees as follows (if applicable):
Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

COPELAND “ANTI-KICKBACK” ACT

During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, the contractor agrees as follows:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by EFFINGHAM COUNTY BOARD OF COMMISSIONERS(insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

CHANGES

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request – either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

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

EFFECTIVE DATE: TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on August 31, 2026. There will be two (2) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

LICENSES AND TAXES

The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor's obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

IMMUNITY

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

INSURANCE

The Contractor shall maintain such insurance as will protect the company from claims under workmen’s compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days’ notice in the event the Contractor’s insurance is cancelled or terminated for any reason

*The limits of insurance are as follows:

- A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage each occurrence, and \$2,000,000 Property Damage, in the aggregate.
- B. **Worker's Compensation and Employer’s Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker’s Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor’s use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.
- D. **Umbrella Policy:** \$10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-002) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-002 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

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FEES: **SEE ATTACHMENT A FOR THE FEE PROPOSAL SUBMITTED FOR 23-RFP-026**

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

ITEM DESCRIPTION	UNIT PRICE	
REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$____./cy	
GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$____./cy	
AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$____./cy	
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy

REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REDUCTION OF C&D DEBRIS BY GRINDING		\$____./cy
REDUCTION OF C&D DEBRIS BY COMPACTION		\$____./cy
LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW		\$____./tree
REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW	6" – 12"	\$____./tree
	12" – 24"	\$____./tree
	24" – 36"	\$____./tree
	36" and greater	\$____./tree

<p>REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24” and place them on public property or ROW</p>	<p>24” – 36” \$ ____./stump 36” – 48” \$ ____./stump 48” and greater \$ ____./stump</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	<p>\$ ____./unit</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	<p>\$ ____./cy</p>
<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	<p>\$ ____./lb.</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	<p>\$ ____./each</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.</p>	<p>\$ ____./lb.</p>

REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	0-15.9 miles	\$____./____/cy
	16.0-30.9 miles	\$____./____/cy
	31-60 miles	\$____./____/cy
DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.		\$____./sq. ft.

ITEM DESCRIPTION	HOURLY RATE
EMERGENCY ROAD CLEARANCE (per item 5.29 of RFP 18-002)	\$____./per hour (complete)

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Manager or Project Manager.

TERMINATION

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

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

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

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

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

TRANSFERABILITY OF CONTRACT

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

ADMINISTRATION

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

The County Manager shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall cooperate with the County Manager or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Manager so that the County’s reputation is in no way damaged by the Contractor’s performance.

NO AGENCY CREATED

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

CONTRACT DOCUMENTS

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-002 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS

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

SEPERABILITY OR PROVISION

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION

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

HEADINGS

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

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt
Wesley Corbitt, Chairman

ATTEST: S. Johnson
Stephanie Johnson, Effingham County Clerk

Date: 08/01/2023

CERES ENVIRONMENTAL SERVICES, INC.

BY: [Signature]

Title: Corp. Secretary

Attest: Jacely Mauri

Date: September 18, 2023

June 1, 2023

Effingham County
 Purchasing Office
 804 S Laurel Street
 Springfield, GA 31329

RE: 23-RFP-026 - Disaster Debris Removal Services
 Due: 6/1/2023 at 11:15 AM ET

Dear Evaluation Team

The following is Ceres Environmental Services Inc's Proposal Cost for the Effingham County RFP #23-RFP-026 - Disaster Debris Removal Services.

Item Number	Description	Quantity	Unit of Measure	Unit Cost
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	0 - 15.9 miles	CY	\$ 8.23
		16.0 - 30.9 miles	CY	\$ 8.53
		31-60 miles	CY	\$ 8.83
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	Per	CY	\$ 1.84
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	Per	CY	\$ 2.85
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	Per	CY	\$ 1.28
5	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$ 2.95
		16.0 - 30.9 miles	CY	\$ 3.35
		31-60 miles	CY	\$ 3.95
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$ 3.48
		16.0 - 30.9 miles	CY	\$ 3.64
		31-60 miles	CY	\$ 3.78
7	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0 - 15.9 miles	CY	\$ 8.23
		16.0 - 30.9 miles	CY	\$ 8.53
		31-60 miles	CY	\$ 8.83
8	REDUCTION OF C&D DEBRIS BY GRINDING	Per	CY	\$ 2.44

Item Number	Description	Quantity	Unit of Measure	Unit Cost
9	REDUCTION OF C&D DEBRIS BY COMPACTION	Per	CY	\$ 1.05
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$ 4.45
		16.0 - 30.9 miles	CY	\$ 5.65
		31-60 miles	CY	\$ 6.95
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)	0 - 15.9 miles	CY	\$ 8.73
		16.0 - 30.9 miles	CY	\$ 9.33
		31-60 miles	CY	\$ 9.83
12	REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW	Per	Tree	\$88.00
13	REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW	6" to 12"	Tree	\$20.00
		12" to 24"	Tree	\$30.00
		24 to 36"	Tree	\$40.00
		36" and greater	Tree	\$50.00
14	REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24" and place them on public property or ROW	24" to 36"	Stump	\$75.00
		36" to 48"	Stump	\$85.00
		48" and greater	Stump	\$100.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	Per	Unit	\$28.00
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	Per	Unit	\$14.00

Item Number	Description	Quantity	Unit of Measure	Unit Cost
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	Per	Pound	\$ 5.75
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	Per	Each	\$32.00
19	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.	Per	Pound	\$ 0.75
20	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	0 - 15.9 miles	CY	\$ 8.79
		16.0 - 30.9 miles	CY	\$ 9.59
		31-60 miles	CY	\$10.59
21	DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.	Per	Sq Ft	\$ 3.24
22	EMERGENCY ROAD CLEARANCE	Per	Hour	\$248.00

We look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,



Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,
LIMITATIONS AND ANNUAL APPROPRIATIONS**

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia (“County”) and CERES ENVIRONMENTAL SERVICES, INC (“CERES”), dated August 1, 2023, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2024 shall be NA. The maximum contract amount for fiscal years 2025, and 2026, shall be NA. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and CERES expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and

permissible under all circumstances under such statute.

5. REMOVED

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

CERES ENVIRONMENTAL SERVICES, INC

Signature: *Tia Laurie*
Name: TIA Laurie
Title: Corp. Secretary

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: *Wesley M. Corbett*
Wesley Corbett
Its: Chairman

Attest: *S. Johnson*
Stephanie Johnson
Its: County Clerk

Disaster Debris Removal Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

THIS AGREEMENT, made and entered into by and between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called the “**County**”), and **CROWDERGULF, LLC**, (hereinafter called the “**Contractor**”) of 5629 COMMERCE BLVD. E, MOBILE, AL 36619, a corporation maintaining an office located in ALABAMA, for the purposes of engaging in the business of providing Disaster Debris Removal Services.

WHEREAS, the County is empowered to provide for Disaster Debris Removal Services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of Disaster Debris Removal Services within the County upon the terms and conditions hereinafter set forth; and

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

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

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate natural disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT

During the performance of this contract, the contractor agrees as follows (if applicable): Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

COPELAND “ANTI-KICKBACK” ACT

During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, the contractor agrees as follows:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by EFFINGHAM COUNTY BOARD OF COMMISSIONERS(insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

CHANGES

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request – either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

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

EFFECTIVE DATE: TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2020. There will be three (3) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

LICENSES AND TAXES

The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor's obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

IMMUNITY

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

INSURANCE

The Contractor shall maintain such insurance as will protect the company from claims under workmen’s compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days’ notice in the event the Contractor’s insurance is cancelled or terminated for any reason

*The limits of insurance are as follows:

- A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage each occurrence, and \$2,000,000 Property Damage, in the aggregate.
- B. **Worker's Compensation and Employer’s Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker’s Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor’s use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.
- D. **Umbrella Policy:** \$10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-002) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-002 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

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FEES: **SEE ATTACHMENT A FOR THE FEE PROPOSAL SUBMITTED FOR 23-RFP-026**

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

ITEM DESCRIPTION	UNIT PRICE	
REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$____./cy	
GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$____./cy	
AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$____./cy	
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy

REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REDUCTION OF C&D DEBRIS BY GRINDING		\$____./cy
REDUCTION OF C&D DEBRIS BY COMPACTION		\$____./cy
LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW		\$____./tree
REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW	6" – 12"	\$____./tree
	12" – 24"	\$____./tree
	24" – 36"	\$____./tree
	36" and greater	\$____./tree

<p>REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24” and place them on public property or ROW</p>	<p>24” – 36” \$ ____./stump 36” – 48” \$ ____./stump 48” and greater \$ ____./stump</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	<p>\$ ____./unit</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	<p>\$ ____./cy</p>
<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	<p>\$ ____./lb.</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	<p>\$ ____./each</p>
<p>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.</p>	<p>\$ ____./lb.</p>

REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	0-15.9 miles	\$____./____/cy
	16.0-30.9 miles	\$____./____/cy
	31-60 miles	\$____./____/cy
DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.		\$____./sq. ft.

ITEM DESCRIPTION	HOURLY RATE
EMERGENCY ROAD CLEARANCE (per item 5.29 of RFP 18-002)	\$____./per hour (complete)

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Manager or Project Manager.

TERMINATION

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

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

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

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

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

TRANSFERABILITY OF CONTRACT

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

ADMINISTRATION

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

The County Manager shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall cooperate with the County Manager or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Manager so that the County’s reputation is in no way damaged by the Contractor’s performance.

NO AGENCY CREATED

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

CONTRACT DOCUMENTS

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-002 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS

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

SEPERABILITY OR PROVISION

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION

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

HEADINGS

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

INTENTIONALLY LEFT BLANK

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt
Wesley Corbitt, Chairman

ATTEST: S. Johnson
Stephanie Johnson, Effingham County Clerk

Date: 08/01/2023

CROWDERGULF, LLC.

BY: Ashley Ramsey-Naile

Title: President

Attest: Wesley Naile

Date: 09-14-23

Disaster Recovery and Debris Management

5629 Commerce Blvd. East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

Quote to Effingham County

Item Number	Description	Quantity	Unit of Measure	Unit Cost
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	0 - 15.9 miles	CY	\$9.00
		16.0 - 30.9 miles	CY	\$9.10
		31-60 miles	CY	\$9.15
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	Per	CY	\$1.85
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	Per	CY	\$2.95
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	Per	CY	\$1.80
5	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$4.50
		16.0 - 30.9 miles	CY	\$5.50
		31-60 miles	CY	\$6.50
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$5.00
		16.0 - 30.9 miles	CY	\$6.25
		31-60 miles	CY	\$7.90
7	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0 - 15.9 miles	CY	\$9.00
		16.0 - 30.9 miles	CY	\$9.10
		31-60 miles	CY	\$9.15
8	REDUCTION OF C&D DEBRIS BY GRINDING	Per	CY	\$4.00
9	REDUCTION OF C&D DEBRIS BY COMPACTION	Per	CY	\$2.95
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$4.90
		16.0 - 30.9 miles	CY	\$6.00
		31-60 miles	CY	\$7.00
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)	0 - 15.9 miles	CY	\$11.00
		16.0 - 30.9 miles	CY	\$12.00
		31-60 miles	CY	\$13.00

12	REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW	Per	Tree	\$70.00
13	REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW	6" to 12"	Tree	\$25.00
		12" to 24"	Tree	\$45.00
		24 to 36"	Tree	\$80.00
		36" and greater	Tree	\$90.00
14	REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24" and place them on public property or ROW	24" to 36"	Stump	\$40.00
		36" to 48"	Stump	\$50.00
		48" and greater	Stump	\$60.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws. Freon Extraction = \$30.00 per Unit	Per	Unit	\$30.00
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	Per	Unit	\$30.00
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	Per	Pound	\$6.50
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	Per	Each	\$10.00
19	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.	Per	Pound	\$0.50
20	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	0 - 15.9 miles	CY	\$7.00
		16.0 - 30.9 miles	CY	\$8.00
		31-60 miles	CY	\$8.50
21	DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal. Rate is for Non-RACM Demo.	Per	Sq Ft	\$3.00
22	EMERGENCY ROAD CLEARANCE Rate is per Crew per Hour - Crew includes: 1 loader or skid steer, 2 sawhands, 1 foreman	Per	Hour	\$250.00

NOTE: Where not specified, disposal fees shall be a pass through cost.

Hourly Equipment Rates - Description	Unit	Price
JD 544 Wheel Loader with debris grapple	Hour	\$150.00
JD 644 Wheel-Loader with debris grapple	Hour	\$175.00
Extendaboom Forklift with debris grapple	Hour	\$120.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$100.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$100.00
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$100.00
30 - 50 HP Farm Tractor with box blade or rake	Hour	\$65.00
2 - 2 1/2 cu. yd. Articulated Loader with bucket	Hour	\$150.00
3 - 4 cu. yd. Articulated Loader with bucket	Hour	\$165.00
JD 648E Log Skidder, or equivalent	Hour	\$120.00
CAT D4 Dozer	Hour	\$100.00
CAT D6 Dozer	Hour	\$125.00
CAT D8 Dozer	Hour	\$200.00
CAT125 - 140 HP Motor Grader	Hour	\$110.00
JD 690 Trackhoe with debris grapple	Hour	\$120.00
JD 690 Trackhoe with bucket & thumb	Hour	\$120.00
Rubber Tired Trackhoe with debris grapple	Hour	\$120.00
JD 310 Rubber Tire Backhoe with bucket and hoe	Hour	\$120.00
Rubber Tired Excavator with debris grapple	Hour	\$130.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$170.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$195.00
Hand Fed Debris Chipper	Hour	\$35.00
300 - 400 Tub Grinder	Hour	\$450.00
800 -1,000 HP Diamond Z Tub Grinder	Hour	\$600.00
30 Ton Crane	Hour	\$180.00
50 Ton Crane	Hour	\$200.00
100 Ton Crane (8 hour minimum)	Hour	\$400.00
40 - 60' Bucket Truck	Hour	\$100.00
Service Truck	Hour	\$100.00
Water Truck	Hour	\$100.00
Portable Light Plant	Hour	\$35.00
Equipment Transports	Hour	\$130.00
Pickup Truck, unmanned	Hour	\$40.00
Self-loading Dump Truck with knuckleboom & debris grapple	Hour	\$190.00
Single Axle Dump Truck, 5 - 12 Cu. Yd.	Hour	\$50.00
Tandem Dump Truck, 16 - 20 Cu. Yd.	Hour	\$75.00
Trailer Dump Truck, 24-40 Cu. Yd.	Hour	\$85.00
Trailer Dump Truck, 41-60 Cu. Yd.	Hour	\$105.00
Trailer Dump Truck, 61 - 80 Cu. Yd.	Hour	\$130.00
Power Screen	Hour	\$225.00
Stacking Conveyor	Hour	\$140.00
Off Road Trucks	Hour	\$190.00

Hourly Labor Rates and Personnel Description	Unit	Price
Operations Manager	Hour	\$75.00
Superintendent with truck, phone & radio	Hour	\$65.00
Foreman with truck, phone & radio	Hour	\$60.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$55.00
Inspector with vehicle, phone & radio	Hour	\$38.00
Climber with gear	Hour	\$125.00
Saw Hand with chainsaw	Hour	\$40.00
Laborers & Flagmen	Hour	\$35.00
Timekeeper	Hour	\$35.00
HazMat Professional	Hour	\$200.00
Household HazMat Inspection & Removal Crew	Hour	\$135.00

Materials Description	Unit	Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$18.00

NOTES:

1. The equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,
LIMITATIONS AND ANNUAL APPROPRIATIONS**

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia (“County”) and CROWDERGULF, LLC (“CROWDERGULF”), dated October 17, 2017, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2024 shall be NA. The maximum contract amount for fiscal years 2025, and 2026, shall be NA. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and CROWDERGULF expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful

and permissible under all circumstances under such statute.

5. REMOVED

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

CROWDERGULF, LLC

Signature: Ashley Ramsay-Naile

Name: Ashley Ramsay-Naile

Title: President

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: Wesley M. Corbett
Wesley Corbett

Its: Chairman

Attest: S. Johnson
Stephanie Johnson

Its: County Clerk

Staff Report

Subject: Master Services Agreement for (Engineering) Professional Services for FY25

Author: Danielle Carver, PCPM

Department:

Meeting Date: July 16, 2024

Item Description: Consideration to approve Amendment #4, the extension of the Master Services Agreement for Professional Services for EOM Operations

Summary Recommendation: Approval of Amendment #4 of the Master Services Agreement for Professional Services with EOM Operations to perform Public Works related Engineering tasks. For FY 2025, the scope of services will be defined in Task Orders to be approved by the Board of Commissioners.

Executive Summary/Background:

- The County has utilized consultant and contractor services for Public Works related Engineering support. Since 2018, EOM Operations has performed these tasks.
- For FY 2024-2025, County staff is recommending approval of Amendment #4 for the Master Services Agreement with EOM Operations. Funding is approved in the FY 2025 budget.

Alternatives for Commission to Consider

1. Approve the Master Services Agreement for Engineering Professional Services Amendment #4 for FY 2025 for EOM Operations.
2. Reject the FY 2025 extension. Direct staff to advertise for a consultant to perform some or all of the Public Works related Engineering tasks.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Finance, County Manager, Purchasing

Funding Source: Multiple funding sources depending on the services provided; General Fund, Development Services, Water/Sewer, WWTP, Special Tax District

Attachments:

1. EOM Operations Master Agreement for Professional Services dated September 15, 2020
2. Amendments.

Master Agreement for Professional Services

THIS AGREEMENT is made and entered into this 15th day of ~~June~~ September, 2020, by and between **The Board of Commissioners of Effingham County**, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and **EOM Operations, a Division of EOM Public Works LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "Consultant"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324.

Owner and EOM agree:

1 GENERAL CONDITIONS

- 1.1 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.
- 1.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.3 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and Consultant.
- 1.4 This Agreement sets forth the general terms and conditions which shall govern the relationship and performance of Owner and Consultant. Consultant shall provide services as set forth in the Agreement and subsequent amendments including Task Orders.
- 1.5 This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Owner" and "Consultant" shall include their respective officers, agents, directors, elected or appointed officials, and employees.
- 1.6 From time to time Owner may request that Consultant provide services. Each request shall be documented in a Task Order consistent with the format of Exhibit A to this Agreement, and, upon acceptance by Owner and Consultant, shall be considered an amendment to this Agreement.
- 1.7 Upon execution of this Agreement, Owner and Consultant shall designate specific individuals to act as Owner's and Consultant's representatives with respect to the services performed or furnished under this Agreement. Such individual shall have authority to transmit instructions, receive information, and render decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

2 SCOPE OF SERVICES

- 2.1 Each Task Order will describe services to be performed, compensation for those services and deliverables, if any, to be provided. Consultant shall not be obligated to perform any prospective Task Order unless and until Owner and Consultant agree as to the scope of services, compensation and time of performance. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- 2.2 Services described in a specific Task Order approved by Owner shall be commenced promptly and not later than the beginning date specified in the Task Order.

3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide Consultant with all access to Owner's facilities relating to the services specified in each Task Order.
- 3.2 Owner shall maintain and renew warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent doing so is not a responsibility of Consultant hereunder.
- 3.3 The Owner agrees to not offer employment or other compensation to Consultant personnel working on this project for a period of two (2) years after the termination or expiration of this Agreement or said employee's reassignment from this project.
- 3.4 Owner will provide to Consultant all data in Owner's possession relating to the services specified in each Task Order. Consultant will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

4 OPINION OF PROBABLE COST

- 4.1 Consultant's opinion on probable construction costs, if included in services of a specific Task Order, shall be based on reasonable judgement as a professional engineer. Owner acknowledges Consultant has no control over cost of labor, materials, equipment, services furnished by others or over contractors' methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not warranty or guarantee that proposals, bids or actual construction costs will not vary from Consultant's opinion of probable cost.

5 STATUS DURING CONSTRUCTION

- 5.1 If construction observation is included in services of a specific Task Order, the Consultant shall visit the project site at intervals appropriate to the stage of construction or as agreed in writing by the Owner and the Consultant in order to observe the progress and quality of work completed by Contractor. Visits and observations performed by Consultant are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather allow Consultant to become familiar with the work in progress and to determine if the work is proceeding in accordance with the construction documents.

- 5.2 Consultant shall keep Owner informed of progress of work and shall notify Owner of any observed deficiencies in work.
- 5.3 Consultant shall not supervise, direct, control or have charge or authority over the Contractor's work nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected or used by any contractor, or the safety precautions and programs in connection with the work, security or safety at the site, nor failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 5.4 Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the construction contract documents or any applicable laws, codes, rules or regulations.

6 COMPENSATION AND PAYMENT

- 6.1 Consultant shall prepare invoices in accordance with the terms established in the specific Task Order and shall submit its invoices to Owner on a monthly basis.
- 6.2 All other compensation to Consultant is due on receipt of Consultant's invoice and payable within fifteen (15) days.
- 6.3 Owner shall pay interest at an annual rate equal to nine percent (9%), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of payment.

7 TERM

- 7.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for one (1) year commencing on July 1, 2020. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional one (1) year, after which time this Agreement shall expire. Thereafter, the parties may negotiate a new Agreement which shall be subject to approval of both parties.
- 7.2 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of Consultant's invoices, neither party shall terminate this Agreement without giving the other party thirty (90) day's written notice of intent to terminate.

8 INDEMNITY AND LIABILITY

- 8.1 Consultant hereby covenants and agrees to defend, indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Owner's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Consultant's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Consultant or by any subcontractor of Consultant. Consultant's indemnity obligations include payment of Owner's costs in obtaining any court order or ruling requiring Consultant to honor its indemnity and liability obligations set forth in this Agreement.

9 INSURANCE

- 9.1 Consultant shall provide the following insurances throughout the term of this Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:
- 9.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the work is performed.
- 9.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or -leased motor vehicles, including onsite and offsite operations.
- 9.1.3. Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, covering EOM's indemnity obligations set forth in this Agreement, as well as claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
- 9.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide Consultant with Certificates of Insurance to demonstrate compliance with this provision.
- 9.2.1 Property Damage Insurance for all property, including Owner owned vehicles and equipment, for the full fair market value of such property.
- 9.3 Owner and Consultant hereby waive all rights of subrogation against the other for all damages and claims for damages which are covered under any insurance policies required to be carried hereunder.

10 LABOR DISPUTES

- 10.1 In the event activities by Consultant employee groups or unions causes disruption in Consultant's ability to perform services under this Agreement, Consultant may seek

appropriate injunctive court orders during any such disruption. Consultant shall offer services on a best efforts basis until any such disruptions cease, but Consultant cannot assure compliance with all contract conditions during such disruptions.

11 FORCE MAJEURE

11.1 Neither party shall be liable to the other for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon as a result of: (i) fire, flood, strike, acts of God, acts of public enemy, acts of terrorism, war blockage, sabotage, electronic attack, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, federal or other government body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or stoppages by employees or Consultant; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking this *Force Majeure* clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency immediately, and no later than ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

12. INDEPENDENT CONTRACTOR

12.1 It is hereby agreed and understood that Consultant is entering into this Agreement as an independent contractor and that all of Consultant's personnel engaged in work to be done under the terms of this Agreement are to be considered as employees of Consultant and under no circumstances shall they be construed or considered to be employees of Owner. Consultant shall supervise the performance of its own employees in providing services for Owner and shall have control over the manner and means by which the Services are performed, subject to the terms of this Agreement as well as any written and mutually agreed upon amendments thereto. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between the parties. Neither Consultant nor Owner will represent in any manner to any third party that Consultant is an agent of, or affiliated with, Owner in any capacity other than as an independent contractor, and nothing in this Agreement shall be construed to be inconsistent with such status.

13 NO THIRD-PARTY BENEFICIARIES

13.1 This Agreement gives no rights or benefits to anyone other than Owner and Consultant and their officers, agents, directors, elected or appointed officials, and employees, and this Agreement has no third-party beneficiaries.

14 JURISDICTION

- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Effingham County, Georgia.

15 SEVERABILITY

- 15.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. A party's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.

16 ENTIRE AGREEMENT

- 16.1 Should any provisions of this Agreement or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this Agreement in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this Agreement as to make the same fully comply with all applicable laws.
- 16.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

17 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – E-VERIFY AFFIDAVIT

- 17.1 Pursuant to O.C.G.A §13-10-91, Owner shall not enter into a contract for the physical performance of services unless Consultant provides evidence on County-provided forms, attached hereto as Exhibits "B" and "C" affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A §16-10-71, that Consultant and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A §13-10-91, and that they will continue to use the federal work authorization program throughout the contract term.

In the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, Consultant agrees to secure from such subcontractor(s)

attestation of the subcontractor’s compliance with O.C.G.A §13-10-91 and Rule 300-10-1-02 by subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “Exhibit C”, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing in accordance with O.C.G.A §13-10-91. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the Owner within five (5) business days of receipt from any subcontractor. Consultant and its subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

EOM agrees that the employee-number category designated below is applicable to Consultant. [Information only required if contractor affidavit is required pursuant to O.C.G.A §13-10-91.]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A §13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s) indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

18 CONFLICT OF INTEREST

18.1 Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of state or local ethics laws or regulations. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the work.

19 NONDISCRIMINATION

19.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C §2000d, section 303 of the Age Discrimination Act of 1975, as amended 42 U.S.C §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C §12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

20 WAIVER; SOVEREIGN IMMUNITY

20.1 No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of Owner's sovereign immunity or any individual's qualified, good faith or official immunities.

21 AUTHORITY

21.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS

Authorized Signature:



Name:

president

Title:

9.23.2020

Date:

The Board of Commissioners of Effingham County

Authorized Signature:



Name:

Chairman

Title:

09/15/2020

Date:

**EXHIBIT A
SAMPLE TASK ORDER**



DATE

The Board of Commissioners of Effingham County
ATTN: Charles George
601 N Laurel Street
Springfield, GA 31329

Re: XXX Services Task Order Request

Dear Mr. George,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Owner and Consultant on ____ day of _____, 2020.

**SCOPE SERVICES
EXCLUSIONS
COMPENSATION**

Signatures below indicate the acceptance of the proposed Task Order items listed above.

**The Board of Commissioners of
Effingham County**

EOM Operations

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TASK ORDER NO. _____

COMMENCEMENT DATE _____

COMPLETION DATE _____

480 Edsel Drive, Ste 100
Richmond Hill, GA 31324

www.eomwork.com

Ph: 912.445.0050
F: 912.756.5882

**EXHIBIT B
CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

759319 2/28/14
EEV/ Basic Pilot Program* User Identification Number
EOM Public Works, LLC
Company Name
[Signature] 9.23.2020
BY: Authorized Officer or Agent Date
(Signature)
president
Title of Authorized Officer or Agent
Melissa L Hurd
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
23rd DAY OF September 2020
[Signature]
Notary Public
My Commission Expires: January 10, 2023



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

**AMENDMENT No. 1
Master Agreement for Professional Services**

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

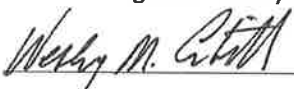
1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.
2. This Amendment renews Task Order 1 for Civil Engineering Consulting Scope Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.
3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
 Name Melissa Hurd
 Title president
 Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature 
 Name Wesley M. Corbitt
 Title Chairman
 Date 10/19/2021

**AMENDMENT No. 2
Master Agreement for Professional Services**

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the master Agreement was Amended October 19, 2021 to extend the term of the agreement to June 30, 2022; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and


NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2022 and terminates on June 30, 2023.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
 Name Melissa Hurd
 Title president
 Date 6/21/22

Board of Commissioners of Effingham County
 Authorized Signature 
 Name Wesley M. Corbett
 Title Chairman
 Date 06/21/2022

AMENDMENT No. 3
Master Agreement for Professional Services

This Amendment No. 3 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Master Agreement was Amended June 21, 2022 to extend the term of the agreement to June 30, 2023; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

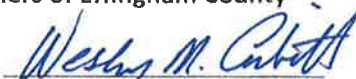
1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2023 and terminates on June 30, 2024.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
 Name Melissa Hurd
 Title CFO
 Date 7/1/23

Board of Commissioners of Effingham County

Authorized Signature 
 Name Wesley M. Corbitt
 Title Chairman
 Date 07/18/2023

**AMENDMENT No. 4
Master Agreement for Professional Services**

This Amendment No. 4 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Master Agreement was Amended July 18, 2023 to extend the term of the agreement to June 30, 2024; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2024 and terminates on June 30, 2025.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Staff Report

Subject: Consideration to renew the license agreement with Verizon Wireless for site 133762 (Springfield)

Author: Danielle Carver, PCPM

Department:

Meeting Date: July 16, 2024

Item Description: Renew the license agreement with Verizon Wireless for site 133762 (Springfield)

Summary Recommendation: Staff recommends approval to renew the License Agreement with Verizon Wireless for the South Tower – Springfield site 133762

Executive Summary/Background:

- The County currently has a license agreement in place with Verizon Wireless which allows co-location of radio antennas at their site 133762 - Springfield. The terms of the agreement are August 2006 to August 2011, with three additional five year renewals unless otherwise cancelled (2011-2016, 2016-2021, 2021-2026).
- The county owns, operates and maintains its own equipment. There are no payments to Verizon.
- The radio frequencies used are already identified and coordinated with Verizon.
- The agreement can be terminated with 90 days written notice with or without cause.
- The Fire Chief / EMA Director has indicated he would like the agreement to continue.

Alternatives for Commission to Consider:

1. Board approval to allow the license agreement with Verizon Wireless for site ID 133762 (Springfield) to continue
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, EEMA

Funding Source: None

Attachments: License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 28th day of August, 2006, between VERIZON WIRELESS OF THE EAST LP, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Basking Ridge, New Jersey 07920-0125, Attn: Network Real Estate, hereinafter called "Licensor," and EFFINGHAM COUNTY PUBLIC SAFETY DEPARTMENT, an agency of the County of Effingham, State of Georgia, with its principal office at 601 N. Laurel Street, Springfield, Georgia 31329-6816, hereinafter called "Licensee."

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee a license of that certain parcel of property described as a eleven-foot eight-inch (11' 8") by sixteen-foot six-inch (16' 6") parcel containing approximately 193 square feet, and a parcel described as a five foot (5') by eleven foot (11') parcel containing approximately 55 square feet (hereinafter collectively called "Property"), as shown on the site plan attached hereto as part of Exhibit "A" and made a part hereof, being a portion of Licensor's property, Tower Identifier Springfield, located at 3576 State Highway 21, City of Springfield, County of Effingham, State of Georgia 31329-3812, containing approximately 9.05 (+/-) acres as shown on Tax Map 102-126A of Effingham County, Georgia, and being further described in Exhibit "A" hereto, for the installation of equipment cabinet(s) in an eleven-foot eight-inch (11' 8") by sixteen-foot six-inch (16' 6") building, together with a license to place three (3) antennas and one (1) tower-mounted amplifier (TMA) on Licensor's communication facility as described in Exhibit "B" attached hereto and made a part hereof, and together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes, over, under, or along a right of way extending from the nearest public right-of-way (State Highway 21, adjacent to the Licensor's property) to the licensed premises (the said ground space, equipment cabinet, and tower space for antennas and amplifier being hereinafter described as the "Premises"). The Premises and right-of-way for access are as described herein in Exhibit "A" attached hereto and made a part hereof. Licensee's Equipment is as described in Exhibit "B" attached hereto and made a part hereof.

This License Agreement shall be subject to the following terms and conditions.

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

Licensee shall pay Licensor an annual fee of Zero dollars (\$0.00) to be paid in equal monthly installments on the first (1st) day of each month commencing with the first month of the term of this License Agreement in advance to Verizon Wireless, P.O. Box 64498, Baltimore, Maryland 21264-4498 or to such person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Licensee must include with each payment the alpha numeric site designation as specified on Page 1 of the Agreement and the specific site location. Notwithstanding the foregoing, the Licensor and Licensee have agreed that no annual fees will be paid by Licensee.

2. Licensee may have the option to extend this license for three (3) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. The annual fee for each of such five (5) year extension terms shall be Zero dollars (\$0.00).

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any

injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is

removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the

Licensors supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licensor which shall protect Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as named insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be

deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

Bodily Injury	\$2,000,000
	\$2,000,000
Property Damage	\$1,000,000
	\$1,000,000

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefor. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. **The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain General Warranty Deed dated July 31, 2002, between Price Communications Wireless, Inc., as grantor, and the Licensor herein, as grantee, recorded in Deed Book 893 at Page 253, Effingham County, Georgia records.**

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

- (a) Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921-2123
Attention: Network Real Estate

or to such other address as Licensor may furnish to Licensee in writing.

(b) If to Licensee,
Effingham County Safety Department
601 N. Laurel Street
Springfield, GA 31329-6816

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

38. Licensee acknowledges and agrees that the tower which is part of Licensor's communication facility requires strengthening in order to accommodate Licensee's equipment installation and operation. Licensor reserves the right, in Licensor's sole discretion, to require Licensee to carry out such strengthening of the tower as required for Licensee's equipment on the tower, including but not limited to all tower-strengthening steps and satisfaction of all tower-strengthening requirements as provided in, and in accordance with, the applicable structural engineering report by Walker Engineering dated May 12, 2006, which Licensor shall furnish to Licensee if Licensee is to do such strengthening work, and including professional engineering design of such strengthening (the "Structural Analysis"), or at Licensor's sole discretion, Licensor may perform any part or all of such tower-strengthening itself and require Licensee to do only the portion of such work that Licensor does not do.

In the event Licensor requires or allows Licensee to carry out any such tower strengthening, Licensee shall bear the expense of such strengthening done by Licensee at Licensee's sole expense, and no rent credit or other credit will be provided by Licensor in connection therewith.

The installations for such strengthening, whether done by Licensor or Licensee, shall not be part of the Licensee's equipment or property and upon installation shall become part of the tower and other property belonging to Licensor, provided that Licensee shall ensure that the strengthening installations done by Licensee are done in conformity with the easements and rights granted to Licensee in the License Agreement (including but not limited to location of all guy wires and bases within the property owned by Licensor) and are within the structural parameters contained in, and are installed in accordance with, the Structural Analysis; and provided that Licensee shall remain fully responsible and liable for the proper design and construction of such strengthening installations done by

Licensee. Licensee shall cause all such strengthening work and installations done by Licensee to be inspected and approved by an independent and disinterested third-party professional who is acceptable (including evidence of acceptable competency and all required licenses) to Licensor and Licensee. Licensor shall have the right to approve the report of such third-party professional. All such strengthening installations shall remain with the tower as part of Licensor's property when the License Agreement ends.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURES ARE ON THE NEXT PAGE.]

WITNESS the following signatures:

WITNESS:

Bonnie Danekamp
WITNESS

[Signature]
WITNESS

LICENSOR:

VERIZON WIRELESS OF THE EAST LP d/b/a Verizon Wireless

By: VERIZON WIRELESS OF GEORGIA LLC, its General Partner

By: CELLCO PARTNERSHIP, its Sole Member

By: [Signature]
Hans F. Leutenegger
Area Vice President—Network—South Area

WITNESS:

Patrice Lewis
WITNESS

Arnon Jaker
WITNESS

LICENSEE:

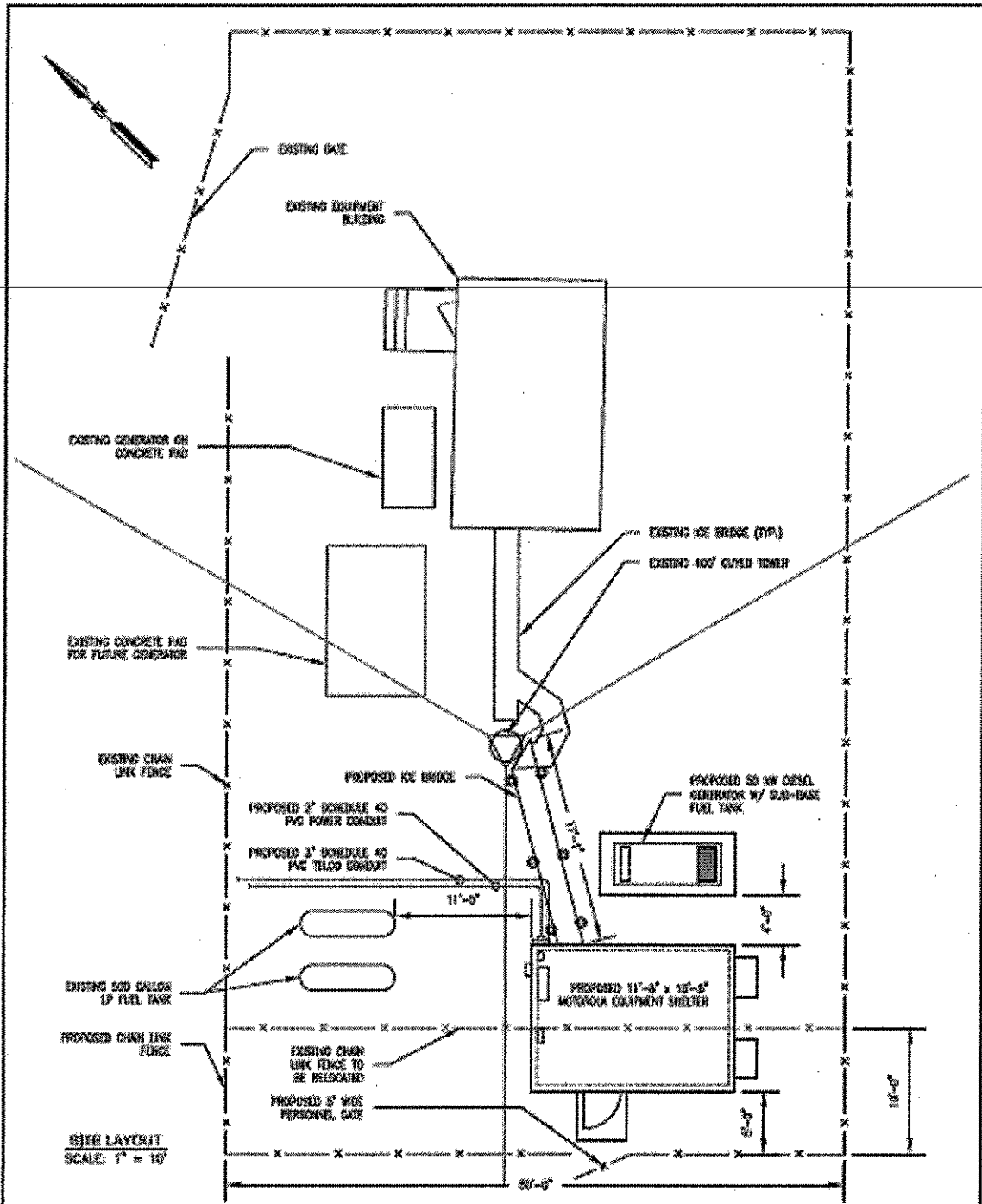
EFFINGHAM COUNTY PUBLIC SAFETY DEPARTMENT

By: Verna H. Phillips

Print Name: Verna H. Phillips

Title: Chairperson

EXHIBIT "A" (Page 1 of 2)
Site Plan



JOB No. 0314-20-01XX										LEVI SITE LAYOUT	
DATE: 04/19/06										SIMULCAST EXPANSION	
REV: 0										STAFFING CO., GA	
DESIGN	SAZG	DATE	ISSUED FOR REVIEW	04/20/06		 <small>ENGINEERING & CONSULTING AND SURVEYING INC. 100 SCHEIDT, IN. DRIVE THE CYPRESS-CREEK PARK CENTER-3000</small>		 <small>MOTOROLA COMMUNICATIONS SYSTEMS CORPORATION 10000 W. BRIDGEWAY FORT LINDSEY, MISSOURI 64243</small>			
APP	FDG	DATE	ISSUED FOR REVIEW	04/20/06							

EXHIBIT "A"
(Page 2 of 2)

Legal Description

All that certain tract of land lying in Effingham County, Georgia, as shown on a plat of a 9.05 acre portion of the "J. W. Arnsdorff Tract" 10th & 11th G. M. District, Effingham County, Georgia, prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified by James M. Sims, Ga. Reg. No. 2280, recorded in Map Book 22, page 148, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, being described as follows:

Starting at the point of commencing which is the intersection of the center line of County Road 63 and the east right of way of Georgia Highway No. 21; thence running north 35 degrees 47 minutes 30 seconds west 87 feet along the northeasterly right of way line to a right of way monument; thence south 54 degrees 12 minutes 30 seconds west a distance of 40 feet to a right of way monument; thence north 35 degrees 47 minutes 30 seconds west a distance of 600 feet to a point; thence south 54 degrees 12 minutes 30 seconds west a distance of 10 feet to a point; thence north 35 degrees 47 minutes 30 seconds west a distance of 264.19 feet to the POINT OF BEGINNING which is on the northeasterly right of way line of Georgia Highway No. 21; thence north 35 degrees 47 minutes 30 seconds west a distance of 75.16 feet along the northeasterly right of way line of Georgia Highway No. 21 to a point; thence north 50 degrees 30 minutes 55 seconds east a distance of 57.20 feet to a point; thence north 50 degrees 30 minutes 55 seconds east a distance of 780.98 feet to a point; thence south 35 degrees 47 minutes 45 seconds east a distance of 647 feet to a point; thence south 54 degrees 12 minutes 15 seconds west a distance of 600 feet to a point; thence north 35 degrees 47 minutes 45 seconds west a distance of 533.15 feet to a point; thence south 50 degrees 30 minutes 55 seconds west a distance of 236.94 feet to the POINT OF BEGINNING. Reference is made to the aforesaid plat for a more complete description. For back titles see the deed from Lew Ellyne Arnsdorff to John Lavonne Arnsdorff and Onnie H. Arnsdorff dated December 30, 1986 recorded in Deed Book 240, page 487 in the Office of the Clerk of the Superior Court of Effingham County, Georgia dated December 30, 1986 and a deed between the same parties dated February 27, 1987 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 242, page 224. For further back title see Assent to Devise of which the property was conveyed from the Estate of J. Wilton Arnsdorff to Lew Ellyne Arnsdorff recorded in Deed Book 240, page 485 in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

Manufacturer and Type:	One (1) Decibel DB809KE-XT (Transmit) One (1) Decibel DB809KE-XT (Receive) together with a head-end amplifier at the base of the receiving antenna One (1) Decibel DB-224
Number of Antennas:	Three (3)
Weight and Height of Antenna(s):	DB809KE-XT: 27 lbs each; 146.5 inches high each DB-224: 48 lbs; 255 inches high
Transmission Line Mfr. and Type No.:	DB809KE-XT (Transmit): Andrew P/N LDF6-50 DB809KE-XT (Receive): Andrew P/N LDF5-60 DB-224: Andrew P/N LDF5-50A
Diameter and Length of Transmission Line:	DB809KE-XT (Transmit): 1-1/4", approx. 380 ft. DB809KE-XT (Receive): 7/8", approx. 346 ft. DB-224: 7/8", approx. 220 ft.
Height of Antenna on Tower:	360 feet (DB 809KE-XT -- Transmit) 326 feet (DB 809KE-XT -- Receive) 200 feet (DB-224) All centerline AGL heights
Tower leg:	As required by structural analysis described in the License Agreement
Direction of Radiation:	360 degrees
Rated Power:	DB809KE-XT: 225 Watts DB-224: 296 Watts
Transmit Frequency:	DB809KE-XT (Transmit): 856.2375 MHZ 857.2375 MHZ 858.2375 MHZ 859.2375 MHZ 860.2375 MHZ 860.4625 MHZ 860.9375 MHZ DB-224: 153.950 MHZ 155.355 MHZ

Receive Frequency:

DB809KE-XT (Receive):

- 811.2375 MHZ
- 812.2375 MHZ
- 812.2375 MHZ
- 814.2375 MHZ
- 815.2375 MHZ
- 815.4625 MHZ
- 815.9375 MHZ

DB-224:

- 153.950 MHZ
- 153.790 MHZ

TRANSMITTER EQUIPMENT IN BUILDING:

Manufacturer:

Motorola

Model Number:

Quantar

Power Output (WATTS):

100 watts (DB809KE-XT)
110 watts (DB-224)

EXHIBIT "C"

Revision: 4/6/95

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

a. American National Standards Institute:

ANSI/EAI-222E Structural Standards for Steel Antenna Towers and Antenna Supporting Structures

b. Federal Aviation Administration Regulations:

Vol. XI, Part 77 Objects Affecting Navigable Airspace

Advisory Circular Obstruction Marking and Lighting
AC 70/7460

Advisory Circular High Intensity Obstruction Lighting
Systems
AC 150/5345-43,

FAA/DOD Specifications L-856

c. Federal Communications Commission Rules and Regulations:

Code of Federal Construction, Marking and Lighting of Antenna
Regulations Title 47 Structures

Chapter I, Part 17

d. National Electrical Code

e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

- g. State Fire Safety Code
- h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

- i. ~~Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.~~

C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:
 - a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
 - b. Fully executed License Agreement.
 - c. Copies of FCC Licenses and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
2. The following will not be permitted at the facility without the prior written consent of Licensor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature compensated.
 - f. Digital/analog hybriding in exciters, unless type-accepted.
 - g. Non-continuous duty rated transmitters used in continuous duty applications.
 - h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 - i. Change in operating frequency (ies).
 - j. Ferrite devices looking directly at an antenna.
 - k. Nickel plated connectors.
 - l. Cascaded receiver multicouplers/preamps.
3. All emergencies are to be reported immediately to 1-800-852-2671.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:
 1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
 2. 30-76 MHz
- Isolators required
- TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
 3. 130-174 MHz
- Isolators - minimum of 30 dB with bandpass cavity
 4. 406-512 MHz
- Isolators - minimum of 60 dB with bandpass cavity
 5. 806-866 MHz
- Isolators - minimum of 60 dB with bandpass cavity
 6. 866 MHz and above - as determined by Licensor.
- B. Additional protective devices may be required based upon Licensor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliac, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency (ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and

- only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

- 1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

- 1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

- 1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
- 2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
- 3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

- 1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.

2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling 1-800-852-2671 and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

3291135_v5

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the "First Amendment") is made this 24 day of July, 2014, between Verizon Wireless of the East, L.P., a Delaware limited partnership, d/b/a Verizon Wireless ("Licensor") and Effingham County Public Safety Department, an agency of the County of Effingham, State of Georgia ("Licensee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated August 28, 2006 (the "Agreement") wherein Licensor leased to Licensee certain land, owned or leased by Licensor, and certain space on a tower structure owned and operated by Licensor located at 3576 State Highway 21, Springfield, Effingham County, Georgia;

WHEREAS, Licensor and Licensee desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree to the following:

1. Licensor and Licensee hereby agree that as of the date this First Amendment is fully executed, Exhibit B of the Agreement shall be deleted and replaced with Exhibit B-1 of this First Amendment ("Exhibit B-1"), which is incorporated herein by this reference. Only the antennas and equipment listed in Exhibit B-1 will be authorized and permitted by Licensor.
2. The Parties agree that Licensee's equipment modification, as specified in this First Amendment, will not change Licensee's current zero dollar rent amount.
3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
4. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
5. Except as otherwise provided for in this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

Licensor Site Reference: Springfield-A/Hwy 21
Licensor Location #: 133762

Licensee Site Reference: North Verizon
Licensee Location #: 2



Item IX. 5.

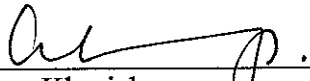
IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below:

LICENSOR:

**Verizon Wireless of the East LP
d/b/a Verizon Wireless
By Celco Partnership, It General Partner**

LICENSOR WITNESSES:

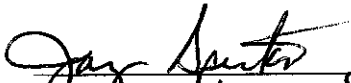

Print Name: Lori Walters

Print Name: Jodie Hampton


By: 
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 7/24/14

LICENSEE:

**Effingham County
Public Safety Department**

LICENSEE WITNESSES:


Print Name: Jay Spinks
911 Director
Print Name: _____

By: 
Name: Edwin Myrick
Title: Director EMT
Date: 05-15-2014

**Exhibit B-1
to
Agreement**

Existing Equipment:

One (1) Decibel (DB809KE-XT) (Transmit) Antenna at the 360' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/N LDF6-50 1-1/4" coax

One (1) Decibel (DB809KE-XT) (Receive) Antenna at the 326' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/NLDF5-60 7/8" coax

One (1) Decibel (DB-224) Antenna at the 200' level
Dimensions & Weight: 255 inches high & 48 lb
One (1) Andrew P/N LDF5-50A 7/8" coax

Ground Space: 11'8" x 16'6" and 5' x 11'

Equipment to be Installed at the 180' level (under this First Amendment):

One (1) Radiowaves (HP6-5.9DW2) Microwave Dish
Dimensions & Weight: 6' & 120 lb
One (1) Andrew (LDF4-50) 1/2" coax

Total Inventory of Equipment under this First Amendment:

One (1) Decibel (DB809KE-XT) (Transmit) Antenna at the 360' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/N LDF6-50 1-1/4" coax – one 7/8" and one 1/2" coax cable existing

One (1) Decibel (DB809KE-XT) (Receive) Antenna at the 326' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/NLDF5-60 7/8" coax - one 1-1/4" coax cable existing

One (1) Decibel (DB-224) Antenna at the 200' level
Dimensions & Weight: 255 inches high & 48 lb
One (1) Andrew P/N LDF5-50A 7/8" coax

One (1) Radiowaves (HP6-5.9DW2) Microwave Dish at the 185' level
Dimensions & Weight: 6' & 120 lb
One (1) Andrew (LDF4-50) 1/2" coax

Ground Space: 11'8" x 16'6" and 5' x 11' (no change under this First Amendment)

Staff Report

Subject: Consideration to approve to purchase a Fire Engine and Ladder Truck from Ten-8 Fire & Safety

Author: Clint Hodges, EMA Director

Department: 55-FIRE

Meeting Date: 07/16/2024

Item Description: Consideration to approve to purchase a Fire Engine and Ladder Truck from Ten-8 Fire and Safety

Summary Recommendation: Staff recommends approving a purchase agreement with Ten-8 Fire and Safety for a Fire Engine and Ladder Truck

Executive Summary/Background:

Effingham County Fire Rescue (ECFR) currently operates 17 front line fire engines, along with 4 spare Engines, 8 Tankers, and 1 Ladder Truck.

In keeping up with a standard replacement program, and to avoid large quantity purchases, staff recommend replacing one Fire Engine per year. The current delivery time is approximately 36 months for Engines. This Fire Engine will replace one that will be 28 years old upon delivery.

Additionally, the current Ladder Truck is currently 24 years old, and will be approximately 28 years old upon delivery of a replacement, as delivery times are currently 47 months. The current Ladder Truck will be moved to reserve status.

Due to extended delivery times, these apparatus will not be received/paid for until FY 2027 or FY2028 for the Fire Engine and FY 2028 or FY2029 for the Ladder.

As of August 1, 2024, a 2% price increase will take effect.

Options/Alternatives for Commission to Consider:

Recommended: Approve a purchase agreement with Ten-8 Fire and Safety for a Fire Engine and Ladder Truck.

Other Alternative(s): Deny

Department Review: Fire, County Manager

Funding Source: \$3,155,800

Attachments: Purchase Agreement(s)



Equipment Proposal

Proposal # 1190

This Equipment Proposal (the “Proposal”) has been prepared by Ten-8 Fire & Safety, LLC (“Company”) in response to the undersigned Customer’s request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company’s Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company’s Purchasing Terms and Conditions.

Date: June 17, 2024 (“Proposal Date”)

Customer: Effingham County (“Customer”)

Customer Address: Springfield, GA

Qty	Product Description & Options	Price
1	Saber pumper	\$971,200.00
** Pricing is subject to change as follows: (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer (“OEM”). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order (“Order Month”) and a month 14 months prior to the then predicted “ready for pick up” date (“Evaluation Month”), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer’s approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.		Total: \$971,200.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **36** (months) after Company receives Customer’s acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company’s or manufacturer’s control.

Other: _____

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. “ACCEPTANCE” MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS

PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNMENT BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Effingham Co

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Jeff Amlong**

Date: _____

Date: **6/17/2024**

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

Item X. 1.

EXHIBIT C

Item X. 1.

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Equipment Proposal

Proposal # 1020

This Equipment Proposal (the “Proposal”) has been prepared by Ten-8 Fire & Safety, LLC (“Company”) in response to the undersigned Customer’s request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company’s Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company’s Purchasing Terms and Conditions.

Date: June 17, 2024 (“Proposal Date”)

Customer: Effingham County (“Customer”)

Customer Address: Springfield, GA

Qty	Product Description & Options	Price
1	Enforcer mid mount tower	\$2,144,600.00
<p>** Pricing is subject to change as follows:</p> <ul style="list-style-type: none"> (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer (“OEM”). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order (“Order Month”) and a month 14 months prior to the then predicted “ready for pick up” date (“Evaluation Month”), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer’s approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price. 		<p style="text-align: right;">Total:</p> <p>\$2,144,600.00</p>

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **47** (months) after Company receives Customer’s acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company’s or manufacturer’s control.

Other: _____

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. “ACCEPTANCE” MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS

PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNMENT BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Effingham Co

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Jeff Amlong**

Date: _____

Date: **6/17/2024**

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

Item X. 1.

EXHIBIT C

Item X. 1.

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Staff Report

Final Plat

Subject: Final Plat Approval (Third District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: July 16, 2024
Item Description: **Coleman Company** request **approval** of a **Final Plat** for “Lonadine Phase 2A” Located on Hwy 119 S, zoned **R-6. [Map# 344 Parcel# 26A]**

Summary Recommendation

Staff has reviewed the plat and inspected the roads and drainage infrastructure identified in the warranty deed and recommends Alternative 1.

Executive Summary/Background

- Contractors have built roads and drainage infrastructure for Phase 2A of Lonadine in order to sell the 22 lots in this R-6 subdivision located off Hwy 119.
- Water & Sewer service will be provided by the City of Springfield.
- The County Engineer has inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county, and he recommends approval.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. All documents are in order.
- GIS and E-911 has approved the proposed Road Names.
- The County Attorney has reviewed and approved the warranty deed, and infrastructure agreement, and has recommended changes. Staff has been in contact with the applicant to get the corrected documents.
- The County Engineer has reviewed the bond recommendation and is recommending approval.
- Development Services is waiting on a Maintenance Bond for \$62,825.53
- Staff has been in communication with the applicant to receive the Maintenance Bond.

Alternatives

1. **Approve** the final plat and infrastructure agreement for Laurel Grove Phase 1, and accept the roads and drainage infrastructure identified in the warranty deed with the following conditions:
 - a. **A corrected Deed & Infrastructure Agreement has been submitted.**
2. **Take no action**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

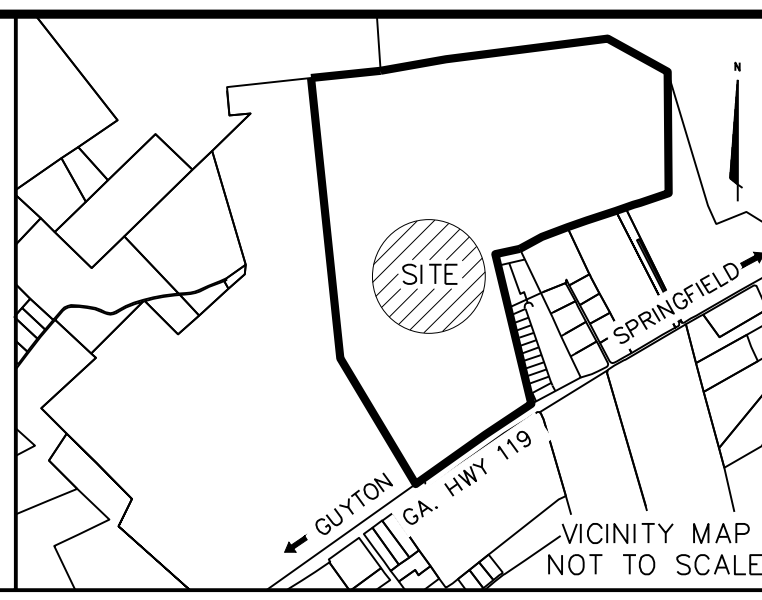
FUNDING: N/A

- Attachments:**
1. Final Plat for Laurel Grove Phase 1
 2. Final Plat Submittal Form & Checklist
 3. Deed
 4. Infrastructure Agreement
 5. Maintenance Bond Recommendation



A MAJOR SUBDIVISION OF LONADINE PHASE 2A, BEING A PORTION OF PARCEL A OF THE WEBB TRACT, EFFINGHAM COUNTY, STATE OF GEORGIA
PREPARED FOR: CLAYTON PROPERTIES GROUP, INC

JOB NUMBER: 21-948
DATE: 3/18/2024
DRAWN BY: JTP
CHECKED BY:
SCALE: 1" = 50'
MAJOR SUBDIVISION
SHEET: 1/1



- NOTES:
1. THIS SUBDIVISION CONTAINS 22 LOTS.
2. TOTAL AREA: 6.768 ACRES; 294,822 SQUARE FEET.
3. PARENT PROPERTY ADDRESS: 0 HIGHWAY 119
4. PARENT PARCEL IDENTIFICATION NUMBER: 03440026A00
5. THIS PROPERTY IS CURRENTLY ZONED R-6
6. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
7. AS OF THE DATE OF THIS SURVEY: BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13103C0251D, EFFECTIVE DATE: 12/17/2010
8. BASE FLOOD ELEVATION: N/A, NAVD 88. FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
9. LOTS TO BE SERVED BY CITY OF SPRINGFIELD WATER AND SANITARY SEWER SYSTEMS.
10. ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES.
11. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
12. THERE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
13. ANY PROPERTY LINES SHOWN HEREON THAT ARE NOT LABELED WITH BEARINGS AND DISTANCES ARE NOT TO BE ASSUMED TO BE SURVEY GRADE, AND ARE FOR VISUAL REFERENCE ONLY.
14. GPS WAS UTILIZED TO ESTABLISH THE HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT. THE EQUIPMENT USED WAS A CARLSON BRX7 DUAL FREQUENCY ROVER ON THE EPGS NETWORK ADJUSTED REAL TIME KINEMATIC SYSTEM. HORIZONTAL PRECISION IS +/- 1CM + 1 PART PER MILLION AND VERTICAL PRECISION IS +/- 2CM + 1 PART PER MILLION.
15. COMMON AREAS, DETENTION POND, AND SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS'S ASSOCIATION.
16. AQUATIC RESOURCES SHOWN ON THE SURVEY MAY BE UNDER THE JURISDICTION OF THE USAGE AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREA WITHOUT PROPER PERMIT APPLICATION & APPROVAL.
17. ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USES INTENDED.

- LEGEND
BENCH MARK
IPS 1" IRON PIPE SET
IPF 1" IRON PIPE FOUND
R/W RIGHT-OF-WAY
PIN PARCEL IDENTIFICATION NUMBER
PB PLAT BOOK
BM BENCHMARK
POB POINT OF BEGINNING
POR POINT OF REFERENCE
TYP. TYPICAL

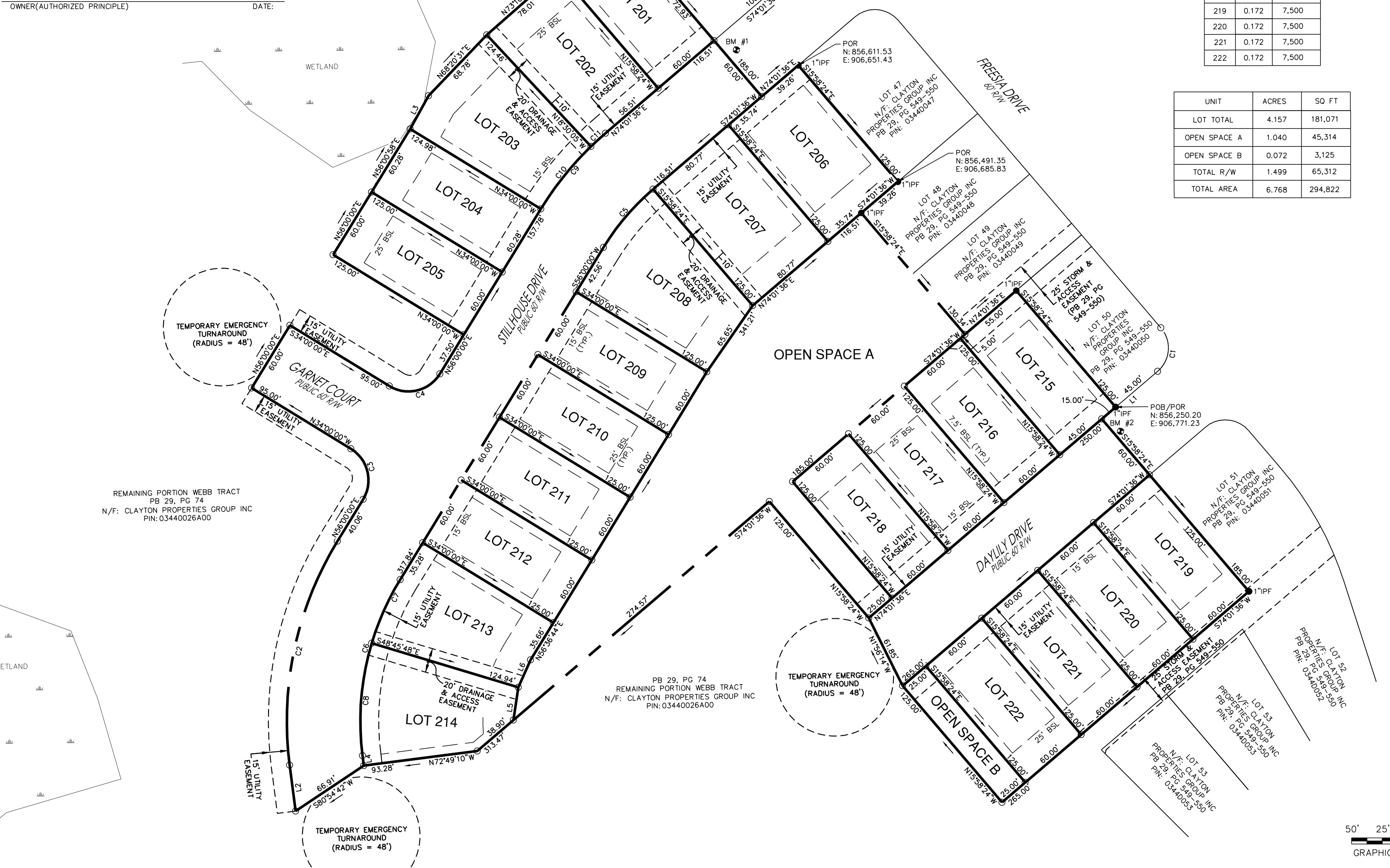
PROJECT DATA
OWNER/DEVELOPER: CLAYTON PROPERTIES GROUP, INC.
24HR CONTACT: RYAN STRICKLAND - (912)663-0309
TAX MAP & PARCEL NUMBER: 03440026
PARCEL AREA: 6.768 ACRES; 294,822 SQUARE FEET.
ZONING CLASSIFICATION: R-6
PROPOSED LAND USE: RESIDENTIAL
NUMBER OF LOTS: 22
MINIMUM LOT SIZE: 6,600 SQ. FT. (0.15 ACRES)
FRONT SETBACK: 15 FT
REAR SETBACK: 25 FT
SIDE SETBACK: 7.5 FT
SIDE SETBACK (STREET): 15 FT
WATER AND SEWER SERVICE TO BE PROVIDED BY CITY OF SPRINGFIELD

LINE TABLE with columns: LINE #, LENGTH, DIRECTION. Rows L1 through L7.

CURVE TABLE with columns: CURVE #, LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Rows C1 through C12.

LOT TABLE with columns: LOT #, ACRES, SQ FT. Rows 201 through 222.

UNIT summary table with columns: UNIT, ACRES, SQ FT. Rows: LOT TOTAL, OPEN SPACE A, OPEN SPACE B, TOTAL R/W, TOTAL AREA.



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATIONS; AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY THAT CLAYTON PROPERTIES GROUP, INC. DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA BY (PRINCIPLES AUTHORIZED TO SIGN THE CERTIFICATE) IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES SHOWN HEREON, ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS LONADINE PHASE 2 SHOWN ON THE PLAT DATED 3/18/2024, PREPARED BY DON EDWARD TAYLOR HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION PLAN FOR WEBB TRACT PHASE 2 APPROVED 7-15-2022

CERTIFICATE OF APPROVAL FOR RECORDING
THE SUBDIVISION PLAT KNOWN AS LONADINE PHASE 2A HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT WHO INTENDS TO USE ANY PARCEL, FOR ANY PURPOSE, THAT IS UNDESIGNED LAND SURVEY OR CERTIFICATE THAT THIS PLAT COMPLIES WITH THE MINIMUM ESTABLISHED STANDARDS FOR PROPERTY SURVEYING IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167

- REFERENCE:
1. PLAT RECORD BOOK 10, PAGE 111.
2. PLAT RECORD BOOK A377, PAGE B2.
3. PLAT RECORD BOOK K, PAGE 112.
4. PLAT RECORD BOOK C181, PAGE D1.
5. PLAT RECORD BOOK 13, PAGE 1.
6. PLAT RECORD BOOK D31, PAGE C1.
GPS EQUIPMENT USED: CARLSON BRX7 ON EPGS RTK NETWORK
CONVENTIONAL EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "2" = 02"
ADJUSTED BY COMPASS RULE:
PLAT ERROR OF CLOSURE: 1/154,124
FIELD ERROR OF CLOSURE: 1/15,647

DATE PLOTTED: 7/1/2024 1:03 PM BY: Justin Palmer DRAWING PATH: Q:\2024\21-948 (000)\DWG\SURVEY\21-948 - Lonadine2A1_MajorSub_6.74.2024(1).dwg

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this ____ day of _____, 2024, by and between **CLAYTON PROPERTIES GROUP, INC**, a Corporation as Party or Parties of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain roads and storm drainage, situate, lying and being in the 10th G.M. District, Effingham County, Georgia, consisting of the entire right-of-way of Stillhouse Drive and Daylily Drive, located within the Lonadine Subdivision, Phase TWO-A (2A), as more particularly described on that certain subdivision plat entitled "A MAJOR SUBDIVISION OF LONADINE 2A, BEING A PORTION OF PARCEL A OF THE WEBB TRACT" prepared by Coleman Company, Inc., Don Edward Taylor, Jr., GA P.L.S. No. LS003417, dated July 1, 2024 recorded in Plat Cabinet ____, Slide ____, in the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned streets or rights of way for public access.

Subject to that certain Utility Easement Agreement dated ____ day of _____, 2024, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book ____, Page ____ in the Office of Superior Court of Effingham County, Georgia.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within the Lonadine Subdivision, Phase Two-A (2A), as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within Lonadine Subdivision, Phase Two-A (2A), as shown on the aforescribed plats which is incorporated herein for descriptive and all other purposes.

A non-exclusive perpetual easement to install, maintain, repair and replace any improvements for water systems and sewer systems located within the rights of way of these roads is hereby acknowledged to exist with the owner or owners of those systems. The Board of Commissioners of Effingham County, Georgia shall have no obligation to install, maintain, repair or replace any of the water and sewer systems.

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within Lonadine Subdivision, Phase Two-A (2A), as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Further, this Warranty Deed does not include the conveyance of any detention ponds, sidewalks, or common areas.

TO HAVE AND TO HOLD said road and easements, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

CLAYTON PROPERTIES GROUP, INC.

_____(SEAL)
BY: TITLE

Signed, sealed and delivered in the presence of:

Witness

Notary Public

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2023.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY,
GEORGIA

BY: _____
Wesley Corbitt, Chairman

ATTEST: _____
Stephanie Johnson, Effingham County Clerk

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Record and return to:
Oliver Maner LLP
Post Office Box 10186
Savannah, GA 31412

Please cross reference to:
Deed Book ____, Page ____

STATE OF GEORGIA
COUNTY OF EFFINGHAM

UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of _____, 2024 by and between CLAYTON PROPERTIES GROUP, INC, a Corporation, having its principal place of business at 441 Western Lane Irmo, SC 29063 (hereinafter, the “Grantor”) and THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located in Effingham County, Georgia, LONADINE SUBDIVISION PHASE 2A as shown upon a plat entitled “A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2A, BEING A PORTION OF PARCEL A OF THE WEBB TRACT” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the “Grantor’s Property”); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting Grantee the right to use and exercise all rights in and to the utility easements as shown on that certain map or plat entitled “A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2A, BEING A PORTION OF PARCEL A OF THE WEBB TRACT” recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as “Easement Premises”); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to

Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 2 below in, under, through, over, across, and upon the Grantor's Land, as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.
2. **Utility Easement.**
 - a. **Grant of the Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its lessees, licensees, successors, and assigns, and creates and establishes for the benefit of Grantee and its lessees, licensees, successors and assigns, a perpetual, appurtenant, non-exclusive utility easement (the "Easement") shown as "UTILITY EASEMENT" on that certain map or plat entitled "A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2A, BEING A PORTION OF PARCEL A OF THE WEBB TRACT" recorded in Plat Book ____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia and incorporated herein by reference, to have and to hold, unto Grantee, its lessees, licensees, successors and assigns, forever.
 - b. **Nature and Purpose.** The Easement is for the purpose of providing water and sewer services and/or other utilities across the Grantor's Property and shall now and forever encumber and run with the Grantor's Property. The Easement is for the use and benefit of Grantee and its lessees, licensees, successors, and assigns, as well as their contractors, employees, agents, vendors, guests, licensees and invitees.
 - c. **Rights and Privileges Conferred by Easement.**
 - i. Grantee shall have the right of ingress and egress to the easement, to construct, reconstruct, relocate, extend, repair, replace, maintain, operate, and inspect to the extent Grantee considers desirable, lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to LONADINE SUBDIVISION PHASE 2A (collectively, the "Facilities"). The Facilities shall not include any storm water drainage system installed by Effingham County. Grantee shall also have the right to take any other action it considers necessary for the proper maintenance and operation of the Facilities.

- ii. Grantee shall have the right to abandon or remove the Facilities at its pleasure, to maintain or improve the Facilities by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across the Easement Premises and the roadways abutting or running through the Easement Premises, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Premises, and utilize the Facilities within the Easement Premises for the purpose of providing water and sewer services and/or other utilities.
- iii. Grantee shall have the right, but not the obligation, to clear and keep cleared, by physical, chemical, or other means, the Easement Premises of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots, and vegetation adjacent to the Easement Premises that interfere with Grantee's use of the Easement Premises. The clearing area adjacent to the Easement shall be equal to the full width of the easement at each point in the Easement. For example, where the Easement is 20 feet wide, the clearing area shall be 20 feet on each side of the Easement, measured from the edge of the Easement facing that side of the clearing area. Where the Easement is 15 feet wide, the clearing area shall be 15 feet on each side of the Easement, measured from each edge of the Easement facing that side of the clearing area.
- iv. Grantee shall have the right, but not the obligation, to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Premises but outside the clearing area which in Grantee's sole opinion may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above.
- v. Grantee shall have the right to excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper

for any and all purposes described in this Agreement; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

- vi. Grantee shall have the right to pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.
 - vii. Grantee shall have the right to install, maintain and use accessory utility structures (by way of non-exhaustive example: manholes and vents) on the lands of the Grantor adjacent to the Easement Premises as such accessory utility structures are necessary to operate, maintain, or upgrade the water and/or sewer systems or other utility systems to be installed within the Easement Premises.
 - viii. Grantee shall have the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Premises.
- d. Terms, Conditions and Restrictions.
- i. Maintenance. Grantee shall maintain the Easement Premises as shown on that certain map or plat entitled "UTILITY EASEMENT" on that certain map or plat entitled "A MAJOR SUBDIVISION PLAT OF LONADINE PHASE 2A, BEING A PORTION OF PARCEL A OF THE WEBB TRACT recorded in Plat Book _____, Page _____ the office of the Clerk of Superior Court of Effingham County, Georgia, as it deems necessary and in its sole discretion.
 - ii. Grantee 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.

- iii. Grantor covenants and agrees that it shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with Grantee's use of the Easement Premises, and that they shall not construct any buildings, walls, fences, or other improvements within, or over or upon the Easement Premises.
 - iv. Grantor hereby warrants title to the Easement herein granted and conveyed to Grantee. Grantor warrants that the easement is free and clear of all liens and encumbrances. Grantor agrees to protect and defend the title from and against all persons whomsoever. Grantor agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.
 - v. It is agreed that if the City accepts dedication of the Facilities, such Facilities shall forever remain the property of the Grantee, its successors, and assigns. Grantor's dedication to Effingham County of the roads and rights-of-way shown in Exhibit B shall not affect Grantee's sole ownership of the Facilities within the Easement Premises.
 - vi. Grantor reserves the right to cross and recross the Easement Premises provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein and shall not disturb the grade of said ground as it now exists.
- e. Miscellaneous.
- i. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
 - ii. Severability: In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
 - iii. Entire Agreement. 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.

- iv. Amendment. This Agreement may not be modified, amended, or terminated except by written modification executed by all parties hereto.
- v. Interpretation. 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.
- vi. Counterparts. 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 comprise 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.
- vii. Governing Law and Forum Selection. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN THE SUPERIOR COURT OF EFFINGHAM COUNTY UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF

FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE.

- viii. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- ix. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

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

THE CITY OF SPRINGFIELD

By: _____
Barton A. Alderman
Mayor, City of Springfield

CLAYTON PROPERTIES GROUP, INC; a Georgia Corporation

By: _____
Manager

Signed, sealed and delivered this
____ day of _____, 2024,
in the presence of:

WITNESS

NOTARY PUBLIC

This Agreement is approved as to form:

By: _____
Benjamin M. Perkins
City Attorney, City of Springfield

CONSENT TO CITY OF SPRINGFIELD – WEBB TRACT (LONADINE)
SUBDIVISION PHASE 1A
EASEMENT AGREEMENT BY:

_____ BANK

By: _____

Its: _____

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

WITNESS

NOTARY PUBLIC



04/10/2024

Effingham County
804 S Laurel Street
Springfield, Ga, 31329

Attn: Ms. Chelsie Fernald

**Re: Utility Bond
Webb Tract Phase 2
Pooler, Georgia**
CCI: **20-642.002**

Dear Ms. Fernald:

Enclosed, please find the Utility Bond Calculation for the above referenced project. The various infrastructure components that comprise the overall project were used to determine the Warranty Bond Cost. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated Utility Bond amount is as follows:

Cost of Infrastructure:	\$ 628,255.25
10% Warranty Bond Cost of Infrastructure:	\$ 62,825.53

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Neil P. McKenzie, P.E.

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Performance Bond Calculations

Section I - Erosion Control

Item #:	Description:	Quantity:	Unit Price:	Cost:
I-1	Inlet Protection	9	\$225.00	\$2,025.00
I-2	Level Spreader	1	\$2,850.00	\$2,850.00
I-3	Rip Rap (SY)	50	\$85.00	\$4,250.00
I-4	Grassing (AC)	33	\$1,500.00	\$49,500.00

Section II - Grading

Item #:	Description:	Quantity:	Unit Price:	Cost:
II-1	N/A	0	\$0.00	\$0.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	18" Rollover Curb & Gutter (LF)	2650	\$19.00	\$50,350.00
III-2	4" GAB - Turnarounds & Road to Lift Station (SY)	1615	\$18.35	\$29,635.25
III-3	8" Graded Aggregate Base (SY)	4050	\$33.80	\$136,890.00
III-4	2" Binder + 1.5" Asphalt Topping	4050	\$30.50	\$123,525.00
III-5	Sidewalks in Common Areas-4" Thick Concrete	80	\$60.00	\$4,800.00
III-6	Handicap Ramps	3	\$1,500.00	\$4,500.00
III-7	Pavement Markings (LS)	1	\$4,750.00	\$4,750.00

Section IV - Sanitary Sewer

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	N/A	0	\$0.00	\$0.00

Section V - Stormwater Drainage System

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	18" RCP 0-6 (LF)	47	\$66.00	\$3,102.00
V-2	24" RCP 0-6 (LF)	427	\$84.00	\$35,868.00
V-3	24" RCP 6-8 (LF)	819	\$87.00	\$71,253.00
V-4	Curb Inlet 0-6 (Ea)	5	\$4,884.00	\$24,420.00
V-5	Curb Inlet 6-8 (Ea)	2	\$5,120.00	\$10,240.00
V-6	Grate Inlet 0-6 (Ea)	1	\$4,107.00	\$4,107.00
V-7	Grate Inlet 6-8 (Ea)	1	\$4,342.00	\$4,342.00
V-8	Outlet Control Structure 4' x 4'	1	\$5,024.00	\$5,024.00
V-9	24" FES (EA)	7	\$1,490.00	\$10,430.00
V-10	Headwall Structures	2	\$8,000.00	\$16,000.00



Item #:	Description:	Quantity:	Unit Price:	Cost:
V-11	Stone for Bedding (TN)	200	\$92.50	\$18,500.00
V-12	Dewatering	1	\$1,765.00	\$1,765.00
V-13	Lamping Test	1	\$6,529.00	\$6,529.00
V-14	Temporary Inlet Protection (EA)	9	\$400.00	\$3,600.00

Section VI - Water Distribution System

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	N/A	0	\$0.00	\$0.00

Erosion Control:	\$58,625.00
Grading:	\$0.00
Paving & Concrete Work:	\$354,450.25
Sanitary Sewer:	\$0.00
Stormwater Drainage:	\$215,180.00
Water Distribution:	\$0.00
Total Infrastructure Cost:	\$628,255.25

EFFINGHAM COUNTY FINAL PLAT CHECKLIST

OFFICIAL USE ONLY	
Subdivision Name: _____	Project Number: _____
Date Received: _____	Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

Office Use	Applicant Use	
Project Information:		
<input checked="" type="checkbox"/>		1. Graphic scale.
<input checked="" type="checkbox"/>		2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
<input checked="" type="checkbox"/>		3. North arrow.
<input checked="" type="checkbox"/>		4. Land reference point.
<input checked="" type="checkbox"/>		5. Point of beginning designated.
<input checked="" type="checkbox"/>		6. Date of preparation (under Surveyor's signature).
<input checked="" type="checkbox"/>		7. Name of Subdivision.
<input checked="" type="checkbox"/>		8. Names of adjacent subdivisions and owners of adjoining parcels of land.
<input checked="" type="checkbox"/>		9. Names and widths of adjacent streets.
<input checked="" type="checkbox"/>		10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.
<input checked="" type="checkbox"/>		11. Plat boundaries darkened.
<input checked="" type="checkbox"/>		12. Proposed building setback lines.
<input checked="" type="checkbox"/>		13. Location of all existing easements or other existing features.
<input checked="" type="checkbox"/>		14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
<input checked="" type="checkbox"/>		15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
<input checked="" type="checkbox"/>		16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
<input checked="" type="checkbox"/>		17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
<input checked="" type="checkbox"/>		18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
<input checked="" type="checkbox"/>		19. Location of city limits and county lines, if applicable.

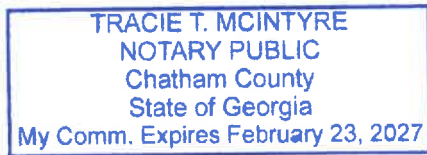
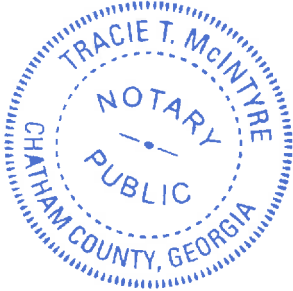
<input checked="" type="checkbox"/>	20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
<input checked="" type="checkbox"/>	21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS
<input checked="" type="checkbox"/>	22. Certificate of Approval – To be signed by County Commission chair.
<input checked="" type="checkbox"/>	23. Signed Certificate of Accuracy.
<input checked="" type="checkbox"/>	24. Signed Certificate of Ownership and Dedication – Individuals.
<input checked="" type="checkbox"/>	25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
<input checked="" type="checkbox"/>	26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
<input checked="" type="checkbox"/>	27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
<input checked="" type="checkbox"/>	28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 8th day of July, 2024

Tracie T. McIntyre
Notary

Applicant [Signature]
Owner [Signature]



Staff Report

Subject: Construction Specification Revision
Author: Jonathan Hulme
Department: Engineering
Date: July 16, 2024

Item Description: Construction Specification - Section 02400 & Stormwater Management Local Design Manual

Summary Recommendation:

The county needs to update the Construction Specification Section 02400 Storm Drainage System to current standards and requirements. The Stormwater Management Local Design Manual will now refer to our construction specifications instead of providing construction specifications.

Executive Summary/Background:

There have been no updates to our construction specifications in nearly 20 years. Staff has worked closely with product professionals to make specification current with today’s standards. Engineering Department is recommending the following changes:

- RCP classification of pipe determination in accordance with ASTM 76
- CMP, HDPP, HDPE Pipe to have rock installed to 6 inches above the crown of the pipe vs springline of pipe previously.
- Field Quality Control improvements to inspect according to AASHTO R-73
- Providing more construction guidance for RCP, CMP, HDPP, and HDPE
- Page 14 of the Stormwater Management Local Design Manual will refer to county specifications for construction criteria.

Alternatives:

Approve an amendment to Effingham County Construction Specification - Section 02400 Storm Drainage System & Stormwater Management Local Design Manual.

Deny an amendment to Effingham County Construction Specification - Section 02400 Storm Drainage System & Stormwater Management Local Design Manual.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering Department

FUNDING: N/A

Attachments: Effingham County Construction Specification - Section 02400 Storm Drainage System from October 2004 and revised version July 2024, page 14 of Stormwater Management Local Design Manual.

SECTION 02400
STORM DRAINAGE SYSTEM

1. SCOPE:
Under this heading shall be included all operations in connection with the installation of the storm drainage system.

2. EXCAVATION AND BACKFILL:
Excavation and backfilling shall be as specified in Section 02221, Excavation, Trenching and Backfilling for Utility Systems.

3. DELIVERY, STORAGE, AND HANDLING OF MATERIALS:
 - a) Delivery and Storage.
Materials delivered to site shall be inspected for damage, unloaded, and stored with the minimum of handling. Do not store materials directly on the ground. Inside of pipes and fittings shall be kept free of dirt and debris.

 - b) Handling.
Materials shall be handled in such a manner as to insure delivery to the trench in sound undamaged condition. Pipe shall be carried to the trench, not dragged. Gasket materials and plastic materials that are not to be installed immediately shall not be stored in the direct sunlight.

4. PIPE FOR CULVERTS AND STORM DRAINS:
Pipe for culverts and storm drains shall be as indicated and shall conform to requirements for the following types.
 - a) Concrete Pipe.
Pipe shall be reinforced concrete pipe conforming to ASTM C76, Class III. The minimum pipe diameter shall be 15".
 - 1) Joints.
Joints shall be made by use of a continuous rubber gasket conforming to the requirements of ASTM C443. Type II or III rubber gaskets shall be used on the pipe. Joints which do not fit tightly and uniformly shall be grouted after that segment of the line has been installed. All pipe joints shall be wrapped with a two foot wide strip of non-woven filter fabric lapped two feet.

The assembly of the gasketed joint shall be performed as recommended by the pipe manufacturer. The elastomeric gaskets may be supplied separately in cartons or pre-positioned in the bell joint or coupling at the factory. In all cases, clean the gasket, the bell or coupling interior, especially the groove spigot area to

remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove, and seating surfaces for damage or deformation. When gaskets are separate, use only gaskets which are designed for and supplied with the pipe. Insert them as recommended by the manufacturer.

Lubricant should be applied as specified by the pipe manufacturer. Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly.

5. DRAINAGE STRUCTURES:

Drainage structures shall be of the following types, constructed of the materials specified for each type and in accordance with the indicated details.

a) Manholes and Inlets.

Construction shall be of reinforced concrete, plain concrete, brick, precast reinforced concrete or precast concrete segmental blocks, complete with frames and covers or gratings. Precast concrete manholes and inlets shall be designed for the required depth and to sustain the required wheel loads and/or surface pressures. When manholes and inlets are to be constructed of prefabricated materials, shop drawings shall be submitted for approval before ordering the material.

b) Connection to Existing Inlets and/or Manholes.

Pipe connections to existing inlets and/or manholes shall be in such a manner that the finished work will conform as nearly as practicable to the applicable requirements specified for new inlets and/or manholes, including all necessary concrete work, cutting and shaping.

6. MATERIALS FOR DRAINAGE STRUCTURES:

a) Mortar.

Mortar for connections to other drainage structures, and brick or block construction shall conform to ASTM C270, Type M, except the maximum placement time shall be one half hour.

Hydrated lime may be added to the mixture of sand and cement in a quantity equal to 25 percent of the volume of cement used. Hydrated lime shall conform to F.S. SS-L-351, Type M, or ASTM C141, Type A.

The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar but in no case shall exceed 5 gallons of water per sack of cement. Water shall be clean and free of harmful acids, alkalis, and organic impurities. The mortar shall be used within 30 minutes after the ingredients are mixed with water.

b) Precast Reinforced Concrete Manholes.

Manholes shall conform to ASTM C478 or AASHTO M199. Joints between precast concrete risers and tops shall be flexible plastic gasket and shall provide a flexible watertight joint. Flexible plastic gasket shall be RAM-NEK, or equal.

c) Precast Concrete Segmental Blocks.

Blocks shall conform to ASTM C139, not more than 8 inches thick, not less than 8 inches long, and of such shape that joints can be sealed effectively and bonded with cement mortar.

d) Bricks.

Bricks shall conform to ASTM C62, Grade SW; ASTM C55, Grade S-I or S-II; or ASTM C32, Grade MS. Mortar for jointing and plastering shall consist of one part Portland cement and two parts fine sand. Lime may be added to the mortar in a quantity not more than 25 percent of the volume of cement. The joints shall be filled completely and shall be smooth and free from surplus mortar on the inside of the structure. Brick structures shall be plastered with 3/4 inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course.

e) Frame and Cover or Gratings.

Fabrication shall be from one or more of the material options presented in F.S. RR-F-621, except the malleable cast iron option shall conform to ASTM A220, Grade 40010. Weight, shape, size and waterway openings for grates and curb inlets shall be as indicated on the Drawings. Frames and covers for curb inlets and for areas not subject to vehicular traffic or storage may be malleable iron if so indicated. Malleable iron frames and covers shall conform to ASTM A220 and shall be of the weight, shape and size indicated.

7. BEDDING:

See Section 02221 "Excavation, Trenching and Backfill for Utility Systems," for additional requirements.

8. PLACING PIPE:

Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipe lines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Pipe shall be moved horizontally into place by use of a winch or other suitable means. A backhoe bucket or other means which could damage the pipe shall not be used. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall be inspected before backfilling, and those damaged during placement shall be removed and replaced at no additional cost to the Owner. No additional

compensation will be given to the Contractor for the required diversion of drainage and/or de-watering of trenches.

9. BACKFILLING:

Backfilling shall be done in accordance with Section 02221, "Excavation, Trenching and Backfill for Utility Systems."

10. RIPRAP:

a) Materials.

Bag riprap shall consist of sand and Portland cement mixed at the ratio of 4:1 by weight. The amount of water used shall be sufficient to make up the optimum moisture content of the aggregate and cement, as determined by AASHTO T134.

b) Placement.

The bags shall be uniformly filled to the maximum capacity which will permit satisfactory tying. The bagged rip-rap shall be placed by hand with the tied ends facing the same direction, with close, broken joints. After placing, the bags shall be rammed or placed against one another to produce the required thickness and form a consolidated mass. The top of each bag shall not vary more than 3 inches above the required plan.

11. STONE RIPRAP:

a) Materials.

The stone used for stone slope protection shall be sound, rough, dense and resistant to the action of air and water and satisfactory to the Engineer. The stone shall have a density of not less than 150 pounds per cubic foot. Neither the breadth nor the thickness of any piece of stone shall be less than one-third of its length. The stone will be subject to inspection on delivery and if found to be improper gradation or quality, it will be rejected. The stone shall consist of quarry run sizes, graded as specified below:

STONE SLOPE PROTECTION

<u>SIZE OF</u>	<u>PERCENT OF TOTAL WEIGHT</u>
<u>STONE</u>	<u>SMALLER THAN THE GIVEN SIZE</u>

	Class I	
100 lb.		100
60 lb.		80
25 lb		50
2 lb.	Not to Exceed	10

b) Placement.

The slope protection shall be placed in such a manner as to produce a reasonable well-graded mass of material with the minimum practicable percentage of voids, and

shall be constructed within the limits and to the lines, grades, and sections shown on the Drawings. A tolerance of plus 6 inches or minus 3 inches from the limits shown on the Drawings will be allowed in the finished surface on the slope protection except that the extreme of this tolerance shall not be continuous over an area greater than 100 square feet. Materials shall be placed in horizontal layers starting on the riverward edge of the section and worked up the slope. Dumping down the slope will not be permitted. Materials shall not be dropped from a height greater than 3 feet. Any damage to the slope due to the fault of the Contractor shall be repaired at no expense to the Owner. Stone shall be placed on geotextile fabric.

12. GEOTEXTILE FABRIC:

Geotextile fabric shall have excellent puncture and tear resistance properties and act as a separation barrier between fine grain soils and load distributing aggregate fill material. Geotextile fabric shall be a woven fabric meeting the following requirements:

Fabric Property	Unit	Test Method	Typical Values
Grab Tensile Strength	lb	ASTM D-1682	200
Grab Tensile Elongation	%	ASTM D-1682	30 (MAX)
Burst Strength	psi	ASTM D-3786	400
Trapezoid Tear Strength	lb	ASTM D-1117	115
Puncture Resistance	lb	ASTM D-3787	85

Fabric shall be Mirafi 500X, or equal.

13. SUBGRADE DRAINS:

Subgrade drains will be provided from storm drain inlets where required because of the groundwater table. The subgrade drain will consist of a trench containing a 6 inch perforated pipe embedded in granular material as shown in the detail on the Drawings. The drain will extend 10 feet in two directions from the inlet and will be extended beyond that point when instructed by the Owner or his representative. The drains will be constructed on a uniform slope toward the inlet.

14. SHOP DRAWINGS:

Shop drawings shall be submitted on each manufactured item supplied under this Section along with other information as specified.

END OF SECTION 02400

5. APPROVED CONSTRUCTION MATERIALS

5.1. Conveyance Structures

5.1.1. Pipes under Roads and Pavement

All pipes under roadways, parking lots and other surfaces designed for vehicular traffic shall be constructed of reinforced concrete pipe (RCP) meeting ~~Georgia Department of Transportation Standards~~. Longitudinal pipes with diameters of 30-inches or smaller may utilize High Density Polyethylene (HDPE) Pipe if the depth of the pipe is four feet or less (as measured from the invert of the pipe to the finished grade). ~~Bedding standards for HDPE pipe shall be such that stone bedding, or equivalent, shall be placed to half of the pipe diameter or in accordance with manufacturer's specifications. Joints shall be wrapped with a double layer of non-woven geotextile with a minimum weight of 16 ounces per yard.~~ **Effingham County Standard Specifications.**

5.1.2. Pipes Not Under Roads and Pavement

Pipes not under roadways, parking lots and other surfaces meant for vehicular traffic shall be constructed of RCP or HDPE meeting ~~Georgia Department of Transportation Standards and approved by the County Engineer or his designee.~~ ~~Bedding standards for HDPE pipe shall be such that stone bedding, or equivalent, shall be placed to half of the pipe diameter for all depths greater than four feet and/or in accordance with manufacturers specifications whichever are greater.~~ All pipes must have a minimum of 12-inches of cover from the crown of the pipe unless prior approval of the County or its Agent has been obtained. **Effingham County Standard Specifications.**

5.1.3. Channels

All channels must be protected from erosion through the use of rip-rap, concrete, erosion control matting or similar method acceptable to the County Engineer or his designee. All channel side slopes shall have a 3-foot horizontal to 1-foot vertical (3:1) slope or less, unless otherwise approved by the County Engineer or his designee. **maximum of**

5.1.4. Inlets

meeting Effingham County Standard Specifications.

All inlets shall be constructed of materials and methods ~~approved by the Georgia Department of Transportation (GDOT)~~ **/or** designs pre-approved by the County Engineer or his designee.

5.2. Detention Ponds

All stormwater management and detention facilities constructed in accordance with the requirements of the LDM shall be constructed on subdivided parcels deeded to the property owner (for non-residential parcels) or the homeowners association (for residential parcels). No stormwater management or detention facility for residential subdivisions shall be constructed in whole or part on a parcel or lot intended for future sale or use as a residential property.

SECTION 02400
STORM DRAINAGE SYSTEM

1. **SCOPE:**

Installation of storm drainage systems.

2. **REGULATORY REQUIREMENTS:**

Comply with requirements of authorities having jurisdiction for materials and installation of work of this Section.

a) **Referenced national Specifications or Standards.**

GDOT Specification 550 and associated Specifications referenced in 550, ASTM C76, ASTM C 506, ASTM C507, AASHTO M-274, AASHTO M-36, AASHTO M-196, AASHTO M294, ASTM C990, ASTM C1619, ASTM C443, ASTM F477, ASTM D3212, ASTM D1056, ASTM C478, ASTM C913, ASTM C923, ASTM C1478, ASTM C1821, ASTM F2510, ASTM A48, ASTM C32, ASTM C55, ASTM C33, AASHTO R-73.

3. **PIPE MATERIALS DESIGN:**

Design for Pipe Materials - Structural system strength design and Hydraulic capacity confirmation must be completed for all pipe materials and for every project and shall be signed, sealed, and submitted to the County Engineer by a registered Engineer of the State of Georgia.

Structural design shall be based upon the specific pipe material design requirements set forth in the AASHTO LRFD Bridge Design Specification. When plastic pipe (HDPP or HDPE) is considered for use the Engineer shall consider the wet weather ground water conditions anticipated and the effects of such in their structural calculations or fill height table development as well as a job site confirmation plan to confirm structural backfill materials and compaction requirements assumed in their structural design will be met. If corrugated metal pipe (CMP) is to be used the Engineer shall consider the effects of Ph, resistivity of soil, ground water, storm runoff, and anticipated abrasion levels to confirm the correct gauge (thickness) of the metal pipe wall and if any other special protection that they feel is needed on a site-by-site basis. The metal pipe base materials and gauges (thicknesses) noted in section below are the minimum gauges that are acceptable regardless of the engineer's design confirmation.

Hydraulic Design Capacity Engineers/Designers shall utilize the following Manning's "n" coefficient for closed system storm water systems - 0.013 for RCP, 0.017 for HDPE, HDPP, and 0.024 for CMP- Otherwise, the hydraulic analysis and pipe capacities shall be based upon all hydrology requirements set by the County. If the County does not have Hydraulic/Hydrology design standards then the Engineer shall follow GDOT Manual on "Drainage Design for Highways".

4. **PIPE MATERIAL SELECTION AND APPLICATION:**

Reinforced Concrete Pipe (RCP) shall be used in all areas within the ROW and within all Public Utility and or Drainage Easements. Flexible Pipe (CMP, HDPP, and HDPE) may be used in areas outside the ROW. CMP, HDPP & HDPE is not allowed in ROW or within public utility or drainage easements. CMP is not allowed for use in intermittent or continuous flow streams. See plans for pipe materials required for each location on project.

Any Alternate pipe materials to those shown as noted above may only be allowed for use on any project when hydraulic calculations and structural design calculations are submitted and stamped by a

registered Civil Engineer of Georgia, and their use is pre-approved by County Engineer prior to bid opening.

5. PIPE MATERIALS:

The Contractor shall require the manufacturer or supplier to furnish a certification that all materials furnished meet the below listed standards and materials specifications and further certify that the manufacturer is currently on the GDOT approved Producers list for the product they supply.

a) Reinforced Concrete Pipe (RCP).

Reinforced concrete pipe shall be Class II, III, IV, or V to ASTM C76 as specified on the project plans. Horizontal elliptical concrete pipe (HERCP) shall conform to C507, Arch Pipe (ARCP) shall comply to ASTM C506, and strength class as specified on the project plans.

b) Corrugated Metal Pipe (CMP).

CMP Pipe materials allowed include CACMP and CAAP meeting the following material requirements; Aluminum coated (Type 2) (CACMP) steel pipe shall comply with AASHTO M-274 for the coating and AASHTO M-36 for the pipe fabrication. Aluminum alloy pipe (CAAP) shall comply with AASHTO M-196 for material and fabrication. Pipe diameters of 15-inches or smaller shall be 14-gauge minimum. Pipe diameters from 18-inch to 48-inch shall be 12-gauge minimum. Pipe diameters of 54-inch or greater shall be 10-gauge minimum. The use of Zinc Coated (Galvanized) CMP and Spiral Ribbed Aluminized Pipe are prohibited.

c) Dual wall High Density Polypropylene (HDPP).

HDPP shall comply to ASTM F2764 or AASHTO M330. The use of recycled or reground material in HDPP is not allowed.

d) High Density Polyethylene Pipe (HDPE).

HDPE and appurtenances shall conform to the requirements of AASHTO M294. The pipe shall have a smooth interior and annular-corrugated exterior or profile wall pipe smooth interior for large diameter pipe. The use of recycled or reground materials in HDPE pipe is not allowed.

6. JOINT MATERIALS:

a) Joints for RCP.

Unless otherwise noted on the plans all joints for RCP shall be soil tight joints. Soil-Tight joints for RCP shall be accomplished by using a preformed flexible sealant or rubber gasket in the joint. The butyl mastic joint material shall meet the requirements of ASTM C990. The rubber gaskets shall meet the Physical requirements of ASTM C1619. All RCP joints utilizing butyl mastic for joint seal shall also have an exterior filter fabric wrap installed on the exterior of pipe at each joint.

Leak resistant joints shall be used when specified on the plans. The bell and spigot or the tongue and groove of the pipe shall be specially manufactured and prepared for the type of rubber gasket used. The rubber gaskets shall meet the Physical requirements of ASTM C1619. Rubber Gasket Joint performance criteria shall meet ASTM C443. Any RCP installation required to be leak-resistant will be noted on the plans. A plant proof of design test shall be completed and submitted to County Engineer for approval to ensure joint design/performance can meet ASTM C443.

b) Joints for HDPP.

Joints shall consist of an integral bell and spigot which meets ASTM F2736 or F2881 and shall be supplied with a rubber gasket meeting ASTM F477. The bell shall be reinforced with a polymer composite band installed by the manufacturer. If HDPP is to be utilized for a leak resistant application a

plant proof of design test shall be completed and submitted to the County Engineer for approval to ensure joint design/performance can meet ASTM D3212

c) Joints for HDPE.

Joints shall consist of a bell and spigot type joint with a rubber gasket meeting the physical requirements of ASTM F477. All HDPE installations will require a rubber gasket meeting the above requirements. If HDPE is to be utilized for a leak resistant application a plant proof of design test shall be completed and submitted to County Engineer for approval to ensure joint design/performance can meet ASTM D3212. Any HDPE pipe installation required to be leak-resistant will be noted on the plans.

d) Joints for CMP.

Coupling Bands for CMP: Couplings shall be a minimum 16-gauge thickness and of the same material as the pipe. Pipe ends shall be re-corrugated with annular corrugations to match the bands. Couplings shall provide enough longitudinal strength to preserve pipe alignment and prevent separation at the joints. Use "Hugger" type connecting bands with rubber "O" ring gaskets meeting ASTM D1056 for all CMP installations. CMP shall not be used for leak resistant applications.

7. DRAINAGE STRUCTURES AND APPURTENANCES:

Catch basins, manholes, and area drains shall be precast concrete as shown on the Plans or as otherwise directed by the County Engineer. Round Precast concrete structures shall meet the applicable requirements of ASTM C478. Square and or Rectangular precast concrete structures shall meet ASTM C913 requirements for wall thickness, slab thickness, concrete strength, and steel reinforcement requirements.

a) Pipe to Structure Connections.

- a. Flexible-leak resistant connections shall be provided for all flexible pipe (CMP, HDPP, HDPE) to structure connections, connections shall be compression connector type or boots and shall conform to ASTM C923, ASTM C1478, and ASTM F2510. All structure connections with flexible pipe shall also be supplied and installed with an exterior filter fabric jacket.
- b. RCP to structure connections can be made with a neat non-shrink grout connection unless the installation requires a leak resistant performance. When the RCP installation are required to be leak resistant the RCP to structure connection shall be made with a compression connector type or boot and shall conform to ASTM C923, ASTM C1478, and ASTM F2510.

b) Grates, Frames, and Curb Castings. Conforming to the requirements of ASTM A48, Class 30. Machining of contact surfaces will be required so that covers and grates rest securely on the frames.

c) Mortar. Shall be composed of one-part Portland cement and 2 parts sands (volumetric measure). Mortar that has been mixed for more than 30 minutes which has been retempered or which has "set" shall not be used in the work.

d) Brick (for grate grade adjustments). Grade SM, ASTM C32, or concrete brick conforming to the requirements of ASTM C55, Grade N-I.

e) Headwalls and End Sections. Shall be precast concrete as shown on the Plans or as otherwise directed by the County Engineer.

f) Install Manhole and structures to meet ASTM C1821.

8. EXAMINATION:

- a) Verify that excavation is ready to receive work of this Section, and that excavations, dimensions and elevations are as indicated on the Drawings.
- b) Before placing pipe in the trench, field inspect pipe for cracks, tears, dents, joint damage, or other defects; remove defective pipe from the construction site. Inspection, evaluation, and acceptance of RCP pipe prior to its placement shall be in accordance with AASHTO R-73.
- c) Do not install drainage structure until mass grading has resulted in rough sub-grade elevations through the work area or the embankment materials have been placed to an elevation of one foot above the top of the pipe to be placed.

9. PREPARATION:

- a) Prior to laying pipe.
 - a. Confirm trench width meets trench standard drawing. Trench width must accommodate Pipe OD and enough room on each side of pipe to compact backfill material.
 - b. Confirm the foundation is firm. If foundation is soft or groundwater encountered contact Project Engineer of Record for corrective action required before installing pipe.
 - c. Install 6" of well-graded (no particle size greater than 1") granular bedding to the appropriate elevation and slope. Bedding material shall be Type 1 or Type 2 Foundation Backfill Material as specified in GDOT 812 Backfill Materials.
 - d. Do not compact the bedding material prior to placing the pipe in the trench.
 - e. Swab the interior of the pipe to remove all undesirable material.
 - f. Prepare the bell end and remove undesirable material from the gasket and gasket recess.

10. INSTALLING STORMWATER PIPE:

- a) Lay pipe in a straight line on a uniform grade from structure to structure. Lay pipe beginning at the downstream structure and progress upstream with the bell (groove) end facing upstream.
- b) Support each section throughout its length and form a close concentric joint with the adjoining pipe. If pipe is supplied with a protruding bell the installer shall excavate a small area in the bedding to accommodate the protruding bell so that the entire barrel of the pipe will be supported throughout its length.
- c) Once pipe is in place and prior to placing structural backfill compact the bedding material on each side of the pipe.
- d) Make junctions and turns with standard or special fittings.
- e) Do not open more trench at any time than pumping facilities are able to dewater.

- f) Whenever the work ceases, close the end of the pipe with a tight-fitting plug or cover.
- g) Close all openings provided for future use and abandoned pipe with a tight-fitting plug sealed to avoid leakage.
- h) When the pipe connects with structures, the exposed ends shall be placed or cut off flush with the interior face of the structure and satisfactory connections made.
- i) Any pipe which is not in good alignment, or which shows any undue settlement or damage shall be taken up and re-laid without additional compensation.
- j) Laying pipe and sealing joints shall be a continuous operation.
 - a. Construct the joints in such a manner that a soil-tight joint or leak-resistant joint (in locations as noted on plans) will result
- k) Joints for rigid pipe:
 - a. Install preformed flexible sealant or rubber gasket (soil-tight applications); fully wrap exterior of joint with filter fabric when flexible sealant is used.
 - b. Install rubber gasket for any noted leak-resistant applications (proper lubrication and equalization of the gasket is required per joint manufactures recommendations); or
 - c. Other types of joints recommended by the pipe manufacturer and approved. When other type joints are permitted, install, or construct in accordance with the recommendations of the manufacturer.
- l) Firmly join HDPP/HDPE utilizing the pre-installed rubber gasket.
- m) Install CMP by utilizing coupling bands and rubber gaskets.
- n) When strutting or vertical elongation of CMP is required, it shall be performed in accordance with the details shown on the Plans.
- o) Leave ties and struts for CMP in place until the embankment is completed, unless otherwise specified.
- p) Install and compact specified materials in the bedding, haunch, and structural embedment zone as shown on the trench details.
 - a. Install structural embedment backfill in 6" lifts and compact to springline (midpoint) of RCP.
 - b. Install structural embedment backfill in 6" lift and compact to 6" above the pipe for all flexible pipe (CMP, HDPP, & HDPE) installations.
 - c. All pipe to be installed in roadway with 2' (foot) or less of cover from top of pipe to bottom of pavement section shall be backfilled with structural embedment backfill in 8" (inch) loose lifts for the full depth of the trench.
- q) As the work progresses, clean the interior of all pipe in place.

- r) Protect RCP from construction damage by placing 3 feet of compacted soil above the pipe & 5 feet of compacted soil for all other pipe material prior to allowing heavy construction traffic to cross pipe installation.
- s) Make connections to catch-basins, other structures, or by installing wyes or tees as shown on the Plans. Wyes and tees for future connections shall be installed as indicated.

11. INSTALLING CATCH BASINS, MANHOLES AND CLEANOUTS:

- a) Form bottom of excavation clean and smooth to correct elevation.
- b) Place Precast concrete base, with provision for pipe entry.
- c) Establish elevations and pipe inverts for inlets and outlets as indicated.
- d) Mount lid and frame level in grout, secured to top cone section to elevations indicated. Set true to line and grade and such that the entire surface of the casting is in contact with the bearing surface of the structure.
- e) All castings shall be set firm and snug and shall not rattle.
- f) All catch basin, manhole and cleanout castings and boxes shall be adjusted to final grade upon completion of the paving operations. Final adjustment shall be made by the contractor that installed the respective utility line.

12. FIELD QUALITY CONTROL:

- a) Inspection During Construction (All Pipe types):
 - a. Prior to placing structural backfill, allow the Owner's Representative to observe installed pipe.
 - b. Inspect the pipe before any backfill is placed.
 - (1) Joint gap for soil tight joints shall not exceed 3/4" width for any pipe type.
 - (2) Joint Gap for any leak resistant joint shall not exceed 1/2."
 - c. During the placement of structural backfill the installer shall employ a geotechnical engineer to complete compaction test of the structural backfill. Compaction testing shall be completed on each 6" lift of structural embedment backfill for every 500 LF of pipe trench for all pipe installed. The structural embedment for RCP terminates at the springline of the pipe, and structural embedment for all metal and plastic pipe terminates 6" above the top of the pipe.
 - d. Contractor shall provide Video, Laser Video or Manway physical inspection on projects that have more than 500 linear feet of storm drainpipe and on roadways with an AADT greater than 250 vehicles. Conduct video inspection in accordance with the requirements of this Specification and GDOT GDT 136, current edition, on 20% of all storm drainpipe and 10% of all side drain driveway pipe installations. Unless the County Engineer or designee directs otherwise, schedule the inspections for the selected locations no sooner than 30 days after completing pipe installations to be tested. Before post installation inspection, dewater installed pipe (if necessary) and provide the County Engineer or designee with a post installation inspection schedule. Notify the County Engineer or designee at least seven days in advance of beginning inspection. Perform post installation inspections once compacted backfill has reached a depth of 8 feet or after completion of the pipe installation and final cover, which includes the embankment and all non-asphalt bases

and/or subgrades. Notify the County Engineer or designee if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, County Engineer or designee may require corrective action or adjustments in payment per GDOT Section 550.5.01 Adjustments, dated November 21, 2019, or current edition.

Video (RCP and HDPE, HDPP, CMP) and laser profiling (for HDPE, HDPP, CMP) measurement technology must be certified by the company performing the work to meet the requirements of GDOT GDT 136.

Manual post installation inspection allowed for pipe diameters greater than 48 inches. Acceptance and payment of RCP and HDPE, HDPP, CMP is per GDOT 550, current addition, Section 550.5.01 Adjustments.

END OF SECTION

Staff Report

Subject: GMC Contract - Engineering Evaluation of the Effingham County Goshen Commercial Park Well System

Author: Jonathan Hulme

Department: Engineering

Date: July 16, 2024

Item Description: GMC Contract - Engineering Evaluation of the Effingham County Goshen Commercial Park Well System

Summary Recommendation:

This will evaluation will determine the best use of the existing well(currently not in use), permit for the well and water tower located next to GITC in to provide water in the general vicinity of southern portion of Old Augusta Road.

Executive Summary/Background:

Currently Effingham County owns a well located at Goshen Commercial Park Road in South Effingham County, GA. The well is currently not in operation. It is our understanding that your well system is permitted for 539,000 Gallons Per Day (GPD) monthly average and 335,000 GPD annual average beginning in January 2025. Also, there is the GITC 500,000-gallon elevated storage tank, serving several warehouses in the GA International Trade Center. In addition, there is currently an apartment community, Leo at the Sanctuary, located on Old Augusta Road and other residential and commercial properties to be served in the area. Existing properties are currently served with Savannah I&D surface water.

GMC will evaluate the feasibility of providing the service area, including the properties noted above, with groundwater.

Alternatives:

Approve the proposal of GMC Contract - Engineering Evaluation of the Effingham County Goshen Commercial Park Well System.

Deny the proposal of GMC Contract - Engineering Evaluation of the Effingham County Goshen Commercial Park Well System.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering Department

FUNDING: N/A

Attachments: GMC Contract - Engineering Evaluation of the Effingham County Goshen Commercial Park Well System Proposal



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Effingham County Board of Commissioners
Tim Callanan
County Manager
804 South Laurel Street
Springfield, GA 31329

Date: June 17, 2024

RE: Engineering Evaluation of the Effingham County Goshen Commercial Park Well System

Dear Mr. Callanan:

Thank you for the opportunity to submit a proposal for the **Engineering Evaluation of the Effingham County Goshen Commercial Park Well System (System)**. Our team is composed of professionals committed to meet your needs and the goals for that will be established for the project. We have prepared this proposal for your review and look forward to working with you throughout this evaluation.

In accordance with our conversations, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

PROJECT SCOPE:

Currently Effingham County owns a well located at Goshen Commercial Park Road in South Effingham County, GA. The well is currently not in operation. It is our understanding that your well system is permitted for 539,000 Gallons Per Day (GPD) monthly average and 335,000 GPD annual average beginning in January 2025. Also, there is the GITC 500,000-gallon elevated storage tank, serving several warehouses in the GA International Trade Center. In addition, there is currently an apartment community, Leo at the Sanctuary, located on Old Augusta Road and other residential and commercial properties to be served in the area. Existing properties are currently served with Savannah I&D surface water.

GMC will evaluate the feasibility of providing the service area, including the properties noted above, with groundwater.

A. SCOPE OF SERVICES:

Below is the scope as we understand it:

Task 0 - Project Management

Project management will consist of all meetings associated with the scope of work. GMC will perform the following Project Management tasks:

- Kick-off Meeting to discuss information and data required to be provided by the County to complete the evaluation (Completed on 06/05/24)
- WS1: Recommendations Workshop



Task 1 – Site Visit & Data Review

GMC will conduct site visits and review pertinent data. Site Visit and Data Review Tasks include:

- Site visit of the Goshen Commercial Park well site and GITC Tank
- Evaluate existing GIS information on the water system, demand data, record drawings, well data and tank data for the service area

Task 2 - Demand Projections and Capacity Analysis

Task 2 consists of the review of existing and development of projected water demands for the service area. GMC will perform the following Demand Projections and Capacity Analysis tasks:

- Develop and define planning window
- Review/update population and demand projections
- Develop and define future demands
- Analyze & document well and tank capacities

Task 3 – Hydraulic Modeling

Based on existing GIS information on the water system, demand data, well data and tank data, GMC will prepare a hydraulic model for the service area distribution system using WaterGEMS by Bentley. Modeling tasks will include:

- Well, Tank and Distribution System Data Assessment
- Preparation of a hydraulic model of the water system infrastructure for the service area using WaterGEMS by Bentley
- Model Calibration by simulating existing fire flow conditions, water supply records, anecdotal information obtained from operations staff, and pressure readings taken by GMC in the field.

Task 4 – Water System Evaluation & Technical Memo

GMC will evaluate the feasibility of providing the service area with groundwater.

GMC will perform the following Water System Evaluation tasks:

- Alternative analysis for service of the area with groundwater
- Perform cost analysis of service alternatives
- Development of Technical Memo (TM1)
- Receive and address comments from Recommendations Workshop
- Delivery of final version of TM1

B. ASSUMPTIONS/EXCLUSIONS:

Assumptions:

- Requested pertinent information is supplied by County

Exclusions:

- System Permitting and Testing
- Site survey
- Geotechnical investigation
- Design and construction

Separate costs will be provided to perform these services, if required, once a specific proposed project has been identified.



B. COMPENSATION:

We propose performing the work illustrated above under the “Scope of Services” section in accordance with the below cost breakdown.

Task	Basic Services Fee
Task 0 - Project Management	\$ 3,800.00
Task 1 – Site Visit & Data Review	\$ 6,400.00
Task 2 - Demand Projections & Capacity Analysis	\$ 4,700.00
Task 3 – Hydraulic Modeling	\$14,900.00
Task 4 – Water System Evaluation Report (TM1)	\$11,800.00
Total	\$41,600.00

PAYMENT TERMS:

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

C. PROJECT SCHEDULE:

We propose performing the work illustrated above under the “Scope of Services” section in **90 Days**. We will commence the work within 14 days after receiving the signed agreement.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:

GOODWYN MILLS AND CAWOOD, LLC.

James C. Vaughn, P.E.
Engineering Market Leader

Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Approval Date

Staff Report

Subject: Ordinance Revision
Author: Jonathan Hulme
Department: Engineering
Date: July 16, 2024

Item Description: Part II- Official Code, Chapter 34- Article III- Section 34.83

Summary Recommendation:

The current ordinance contradicts the Stormwater Management Local Design Manual.

Executive Summary/Background:

Engineering is recommending the following changes:

- Eliminate the text “more than one foot at any point within the community.”
- No rise is common industry practice and would help clarify the contradiction.

Alternatives:

Approve an amendment to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.83**

Deny an amendment to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.83**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering

FUNDING: N/A

Attachments: Amendment To Part II, Chapter 34, Article III, Section 34.83

ARTICLE III. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 34-81. - General standards.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated buildings. All new construction or substantial improvements of existing structures that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater:
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above grade; and
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - b. So as not to violate the "lowest floor" criteria of this chapter, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this chapter shall be undertaken only if the non-conformity is not furthered, extended or replaced.

(Ord. of 3-3-15, § 1)

Sec. 34-82. - Specific standards.

In all areas of special flood hazard the following provisions are required:

- (1) *New construction and/or substantial improvements.* Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with standards of subsection 34-81(4) of this article.
 - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated at or above one foot above the base flood elevation.
- (2) *Non-residential construction.* New construction and/or the substantial improvement of any structure located in A1-30, AE, or AH zones may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the county engineer as set forth in subsection 34-49(6) of this chapter.
- (3) *Standards for manufactured homes and recreational vehicles.* Where base flood elevation data are available:
 - a. All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved existing manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as a result of a flood must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
 - b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; or
 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
 - c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement (reference subsection 34-81(6)).
 - d. All recreational vehicles placed on sites must either:
 1. Be on the site for fewer than 180 consecutive days;
 2. Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 3. The recreational vehicle must meet all the requirements for "new construction," including the anchoring and elevation requirements of items a. and c., above.
- (4) *Floodway*—Located within areas of special flood hazard established in section 34-7, may be areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:
 - a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted provided that it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
 - b. Any new construction or substantial improvement allowed in accordance with subsection a. above shall comply with all other applicable flood hazard reduction provisions of this article.

(Ord. of 3-3-15, § 1)

Sec. 34-83. - Building standards for streams without established base flood elevations and/or floodway (A-zones).

Within the areas of special flood hazard established in section 34-7, where streams exist but no base flood data have been provided (A-zones), or where base flood data have been provided but a floodway has not been delineated, the following provisions apply:

- (1)

When base flood elevation data or floodway data have not been provided by FEMA in accordance with section 34-7, then the county engineer may obtain, review, and reasonably utilize any scientific or his elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of this article. If data are not available from these sources, then the following provisions apply.

- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or within 20 feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in ~~more than a one-foot~~ increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three feet above the highest adjacent grade at the building site. NOTE: Require the lowest floor to be elevated one foot above the estimated base flood elevation in A-zone areas where a limited detail study has been completed). Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.
 - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than three feet above the highest adjacent grade at the building site.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

(Ord. of 3-3-15, § 1)

Sec. 34-84. - Standards for areas of special flood hazard (zones AE) with established base flood elevations without designated floodways.

Within the areas of special flood hazard established in section 34-7 where streams with base flood elevations are provided but no floodways have been designated (zones AE), the following provisions apply:

- (1) No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (2) New construction or substantial improvements of buildings shall be elevated or floodproofed to elevations established in accordance with section 34-82 of this article.

(Ord. of 3-3-15, § 1)

Sec. 34-85. - Standards for areas of shallow flooding (AO zones).

Areas of special flood hazard established in section 34-7 may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the flood insurance rate map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

- (2) New construction or the substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to the specified FIRM flood level plus one foot above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in subsections 34-47(1)c. and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(Ord. of 3-3-15, § 1)

Sec. 34-86. - Standards for subdivisions.

For the purposes this section, "subdivisions" shall include only major subdivisions as defined in the subdivision regulations (appendix B), and "development" shall not include those activities exempt under the development plan ordinance (appendix E).

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- (4) For subdivisions and/or developments greater than 50 lots or five acres, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a conditional letter of map revision (CLOMR) or conditional letter of map amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR and assuring that the new base flood boundary, floodway and/or V zone boundary if applicable, and the applicable base flood elevation for the building site on each lot, be clearly marked on all recorded subdivision plats, be they for residential, commercial, or industrial use.

(Ord. of 3-3-15, § 1)

Sec. 34-87. - Standards for critical facilities.

- (a) Critical facilities shall not be located in the area of special flood hazard.
- (b) All ingress and egress from any critical facility must be protected to the highest known base flood elevation.

(Ord. of 3-3-15, § 1)

- B. For pipe depths between 5.1 and 10.0 feet and less from pipe invert to proposed finished grade, the easement or right-of-way width is to be 25 feet.
- C. For pipe depths 10.1 feet and greater from pipe invert to proposed finished grade, the easement or right-of-way width is to be 30 feet.

Drainage easements may be used for other easements with the written approval of the County Engineer or his designee and with consent of the easement holders. Nothing shall be constructed which prohibits the use of the drainage easements for access to various properties and other compatible uses without the written authorization of the County Engineer or his designee.

All stormwater drainage easements shall be recorded with the clerk of Superior Court of Effingham County.

A developer may be required to provide adequate easements downstream from his proposed discharge if adequate public or private facilities do not exist to carry the proposed discharge.

4.3.8. Flood Elevation Impacts

All design work should be performed in strict conformance with applicable local, state, and federal government agency requirements pertaining to floodplain management. All development activity shall be designed to maintain the flooding capacity of the flood hazard area, unless:

1. It can be demonstrated that there is no increase, either upstream or downstream in the base flood elevation after the proposed improvement; and,
2. Compensating storage is provided for all flood volume displaced by the proposed development or redevelopment activities below the base flood elevation.

It is the policy of Effingham County that raising the flood water elevation on an adjacent property shall not be acceptable. As such, the LOS standards outlined in the Effingham County LDM shall be considered minimum standards. Where flood elevation(s) on an adjacent property will be increased due to development and/or construction of a drainage system, the LOS may be increased by the County Engineer or his designee in an effort to minimize impacts to the adjacent property. This requirement may be waived at the County's discretion if the adjacent property owner provides a permanent drainage easement between the two property owners. The easement shall provide that the owner of the impacted property acknowledges that an increase in flood elevations will occur on their property as a result of the proposed development. Additionally, the easement shall include at a minimum a map showing the extent of the pre-development and post-development 100-year floodplains. The party responsible for causing the impacts to the floodplain shall address any applicable FEMA or other regulatory requirements as part of the design and permitting effort.

Finally, the easement must be recorded with the Clerk of Superior Court of Effingham County as an attachment to the affected property's land deed and shall be binding on all future property owners. Long term maintenance of the easement shall be the responsibility of the private property owners in accordance with the provisions outlined in the easement.

Staff Report

Subject: Ordinance Revision
Author: Jonathan Hulme
Department: Engineering
Date: July 16, 2024

Item Description: Part II- Official Code, Chapter 34- Article III- Section 34.84

Summary Recommendation:

The current ordinance contradicts the Stormwater Management Local Design Manual.

Executive Summary/Background:

Engineering is recommending the following changes:

- Eliminate the text “more than one foot at any point within the community.”
- No rise is common industry practice and would help clarify the contradiction.

Alternatives:

Approve an amendment to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.84**

Deny an amendment to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.84**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering

FUNDING: N/A

Attachments: Amendment To Part II, Chapter 34, Article III, Section 34.84

- B. For pipe depths between 5.1 and 10.0 feet and less from pipe invert to proposed finished grade, the easement or right-of-way width is to be 25 feet.
- C. For pipe depths 10.1 feet and greater from pipe invert to proposed finished grade, the easement or right-of-way width is to be 30 feet.

Drainage easements may be used for other easements with the written approval of the County Engineer or his designee and with consent of the easement holders. Nothing shall be constructed which prohibits the use of the drainage easements for access to various properties and other compatible uses without the written authorization of the County Engineer or his designee.

All stormwater drainage easements shall be recorded with the clerk of Superior Court of Effingham County.

A developer may be required to provide adequate easements downstream from his proposed discharge if adequate public or private facilities do not exist to carry the proposed discharge.

4.3.8. Flood Elevation Impacts

All design work should be performed in strict conformance with applicable local, state, and federal government agency requirements pertaining to floodplain management. All development activity shall be designed to maintain the flooding capacity of the flood hazard area, unless:

1. It can be demonstrated that there is no increase, either upstream or downstream in the base flood elevation after the proposed improvement; and,
2. Compensating storage is provided for all flood volume displaced by the proposed development or redevelopment activities below the base flood elevation.

It is the policy of Effingham County that raising the flood water elevation on an adjacent property shall not be acceptable. As such, the LOS standards outlined in the Effingham County LDM shall be considered minimum standards. Where flood elevation(s) on an adjacent property will be increased due to development and/or construction of a drainage system, the LOS may be increased by the County Engineer or his designee in an effort to minimize impacts to the adjacent property. This requirement may be waived at the County's discretion if the adjacent property owner provides a permanent drainage easement between the two property owners. The easement shall provide that the owner of the impacted property acknowledges that an increase in flood elevations will occur on their property as a result of the proposed development. Additionally, the easement shall include at a minimum a map showing the extent of the pre-development and post-development 100-year floodplains. The party responsible for causing the impacts to the floodplain shall address any applicable FEMA or other regulatory requirements as part of the design and permitting effort.

Finally, the easement must be recorded with the Clerk of Superior Court of Effingham County as an attachment to the affected property's land deed and shall be binding on all future property owners. Long term maintenance of the easement shall be the responsibility of the private property owners in accordance with the provisions outlined in the easement.

ARTICLE III. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 34-81. - General standards.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated buildings. All new construction or substantial improvements of existing structures that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater:
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above grade; and
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - b. So as not to violate the "lowest floor" criteria of this chapter, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this chapter shall be undertaken only if the non-conformity is not furthered, extended or replaced.

(Ord. of 3-3-15, § 1)

Sec. 34-82. - Specific standards.

In all areas of special flood hazard the following provisions are required:

- (1) *New construction and/or substantial improvements.* Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with standards of subsection 34-81(4) of this article.
 - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated at or above one foot above the base flood elevation.
- (2) *Non-residential construction.* New construction and/or the substantial improvement of any structure located in A1-30, AE, or AH zones may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the county engineer as set forth in subsection 34-49(6) of this chapter.
- (3) *Standards for manufactured homes and recreational vehicles.* Where base flood elevation data are available:
 - a. All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved existing manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as a result of a flood must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
 - b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; or
 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
 - c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement (reference subsection 34-81(6)).
 - d. All recreational vehicles placed on sites must either:
 1. Be on the site for fewer than 180 consecutive days;
 2. Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 3. The recreational vehicle must meet all the requirements for "new construction," including the anchoring and elevation requirements of items a. and c., above.
- (4) *Floodway*—Located within areas of special flood hazard established in section 34-7, may be areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:
 - a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted provided that it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
 - b. Any new construction or substantial improvement allowed in accordance with subsection a. above shall comply with all other applicable flood hazard reduction provisions of this article.

(Ord. of 3-3-15, § 1)

Sec. 34-83. - Building standards for streams without established base flood elevations and/or floodway (A-zones).

Within the areas of special flood hazard established in section 34-7, where streams exist but no base flood data have been provided (A-zones), or where base flood data have been provided but a floodway has not been delineated, the following provisions apply:

- (1)

When base flood elevation data or floodway data have not been provided by FEMA in accordance with section 34-7, then the county engineer may obtain, review, and reasonably utilize any scientific or his elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of this article. If data are not available from these sources, then the following provisions apply.

- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or within 20 feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in ~~more than a one-foot~~ increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three feet above the highest adjacent grade at the building site. NOTE: Require the lowest floor to be elevated one foot above the estimated base flood elevation in A-zone areas where a limited detail study has been completed). Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.
 - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than three feet above the highest adjacent grade at the building site.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

(Ord. of 3-3-15, § 1)

Sec. 34-84. - Standards for areas of special flood hazard (zones AE) with established base flood elevations without designated floodways.

Within the areas of special flood hazard established in section 34-7 where streams with base flood elevations are provided but no floodways have been designated (zones AE), the following provisions apply:

- (1) No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (2) New construction or substantial improvements of buildings shall be elevated or floodproofed to elevations established in accordance with section 34-82 of this article.

(Ord. of 3-3-15, § 1)

Sec. 34-85. - Standards for areas of shallow flooding (AO zones).

Areas of special flood hazard established in section 34-7 may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the flood insurance rate map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

- (2) New construction or the substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to the specified FIRM flood level plus one foot above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in subsections 34-47(1)c. and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(Ord. of 3-3-15, § 1)

Sec. 34-86. - Standards for subdivisions.

For the purposes this section, "subdivisions" shall include only major subdivisions as defined in the subdivision regulations (appendix B), and "development" shall not include those activities exempt under the development plan ordinance (appendix E).

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- (4) For subdivisions and/or developments greater than 50 lots or five acres, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a conditional letter of map revision (CLOMR) or conditional letter of map amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR and assuring that the new base flood boundary, floodway and/or V zone boundary if applicable, and the applicable base flood elevation for the building site on each lot, be clearly marked on all recorded subdivision plats, be they for residential, commercial, or industrial use.

(Ord. of 3-3-15, § 1)

Sec. 34-87. - Standards for critical facilities.

- (a) Critical facilities shall not be located in the area of special flood hazard.
- (b) All ingress and egress from any critical facility must be protected to the highest known base flood elevation.

(Ord. of 3-3-15, § 1)

Staff Report

Public Hearing

Subject: Ordinance Revision
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: July 16, 2024

Item Description: Consideration to approve the amendment of the Code of Ordinances **Part II – Official Code: Appendix C – Zoning Ordinance, Section 3.17 - Excavation, Mining, Ponds, and Fills of land and/or State/Federal Jurisdictional Waters or Wetlands and 3.17A - Ponds—Construction** of the Effingham County Code of Ordinances.

Summary Recommendation

The County needs Amendments to the current Ponds Ordinance. The County Planning Staff have suggested some clarification amendments and some setback amendments to the ordinance.

Executive Summary/Background

Recommended Clarifications:

- Clarifying when projects must be reviewed by Planning Board and Board of Commissioners or only by County Staff.
- Removal of Section 3.17A – All information is moved to Section 3.17.4

Recommended Changes:

- There must be a 50ft setback from any dwelling, church, school or highway right of way.
- Buffers must adhere to the Buffer Ordinance.
- Removal of Item #6 under Construction Requirements – 3.17.4

Alternatives

1. **Approve an amendment** to the Code of Ordinances **Section 3.17 & 3.17A**
2. **Deny an amendment** to the Code of Ordinances **Section 3.17 & 3.17A.**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: FUNDING: N/A

Attachments: 1. Section 3.17 - Excavation, Mining, Ponds, and Fills of land and/or State/Federal Jurisdictional Waters or Wetlands and 3.17A - Ponds—Construction Red Line Version

3.17 - Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.

3.17.1 The following activities shall be subject to review by the county planning board:

- 1. Excavation of land, or removal of earth that exceeds one acres of disturbed area.
- 2. Removal of earth or like material from the subject site to another parcel.
- 3. Filling of land and/or state/federal jurisdictional waters or wetlands.

If any 2 out of the 3 items above meets the project criteria, review by the planning board and approval by the board of commissioners is mandatory. If 1 of the 3 items above meets the project criteria, review by the County Engineer or their designee is mandatory.

3.17.2 Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands. Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands that are associated with a specific project that has been approved by the board of commissioners that comply with all other regulations set forth in this ordinance are exempt from section 3.17.

3.17.3 Requirements for submittal for planning board and/or staff review.

- 1. Application and checklist.
 - a. Applications and a checklist may be obtained from the development services office.
 - b. Application and checklist must be complete and submitted with all required information.
 - c. Fees in accordance with the county schedule of fees must be paid at the time of application submittal.
- 2. Excavation activities that have greater than one acre of disturbed area must obtain a state mining permit. A copy of the approved state mining permit must be submitted to the development services office prior to work commencing.
- 3. Any excavation activity between one acre and ten acres that requires a state mining permit or is a GDOT-approved borrow-source or pit for a GDOT-approved project, may be permitted as a conditional use in the AR-1 and AR-2 zoning districts, upon approval of the board of commissioners, and after review by the planning board.
- 4. Any excavation activity greater than one acre of disturbed area may be permitted in the PD-MR zoning district. Excavation activities that have greater than ten acres must be permitted in PD-MR.

3.17.3A Requirements for approval and final inspection.

- 1. Pond of less than one acre of disturbed area. Construction of the pond shall cease within six months of the approval date. The pond may be subject to a final inspection.

2. For any excavation activity between one acre and ten acres that is approved as a conditional use in AR-1 or AR-2, and requires a state mining permit, or is a GDOT-approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within three years of DNR or GDOT approval date. Extension of excavation activities beyond three years will require approval by the board of commissioners, after review by the planning board. Business operator shall maintain an annual occupation tax certificate, pursuant to article II, business and occupation tax, for a license to operate a surface mine. Applicant shall submit a survey of the completed excavation site to development services. A final inspection is required. All DNR reclamation requirements shall be met.

3. For any excavation activity greater than one acre that requires a state mining permit and is permitted in PD-MR, or is a GDOT-approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within five years of DNR or GDOT approval date. Extension of excavation activities beyond five years shall require approval by the board of commissioners, after review by the planning board. Business operator shall maintain an annual occupation tax certificate, pursuant to article II, business and occupation tax, for a license to operate a surface mine. Applicant shall submit a survey of the completed excavation site to development services. A final inspection is required. All DNR reclamation requirements shall be met.

3.17.4 Construction requirements.

1. All projects must comply with best management practices as outlined in the "Manual for Soil and Sediment Control in Georgia" as specified in O.C.G.A. § 12-7-6.
2. Side slopes of any excavated area must be constructed at a **maximum of 3:1** slope (one foot in elevation change per three feet of horizontal distance) from the top of the excavation to the bottom at all times during construction and at completion of the excavation. **All wet ponds must have a minimum 5ft depth and a minimum 10ft width from bottom of the bank, excluding stormwater ponds.**
3. **All digging and hauling operations must be completed within six (6) months.** All disturbed areas will have a permanent stand of grass established at completion.
4. No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m, Monday through Friday **for a pond less than one (1) acre and in an R Zoning District.** A project of regional significance may be permitted alternative hours of operation, upon review and approval by the county manager or his designee.
5. Unless a pond/excavation is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line. **Proposed** excavations shall not be nearer than 100 feet to any **existing** school, church, dwelling, or highway right-of-way. **The location of the existing Pond may not be within 50ft from any**

proposed school, church, dwelling or highway right-of-way. No pond shall be located less than ten (10) feet from the nearest access or utility easements. This section shall serve as the buffer requirements for surface mining operations. Refer to the Buffer Ordinance (Section 3.4) for Buffer requirements for Surface Mining Operations.

6. The limits of excavation of the pond shall be located at a distance from the nearest access easement or utility easement, as follows:

a. For pond depths of ten inches or less, the limits of excavation of the pond shall be 20 inches from the nearest access easement or utility easement; and

b. For every additional five-inch depth of pond, the additional distance from the nearest access easement or utility easement shall be ten inches.

7. 6. All wetland impacts must be approved by the USACE.

8. 7. The construction entrance and roadway shall be designed and built pursuant to GSWCC Construction Exit Guidance (2016 Edition). The roadway shall extend a minimum of 50 feet into the mine site from the paved entrance.

(Ord. of 7-5-05; Ord. of 8-2-16, § 1; Ord. of 9-15-20 ; Ord. of 1-3-23(1))

~~3.17A – Ponds – Construction:~~

- ~~• No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.~~
- ~~• Unless a pond is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line.~~
- ~~• No pond shall be located less than ten feet from the nearest access or utility easements.~~
- ~~• The pond sides shall be sloped at a 3 to 1 run to rise ratio.~~
- ~~• All wetland impacts must be approved by the USACE.~~
- ~~• All digging and hauling operation must be completed within six months.~~

~~(Ord. of 9-4-07, § 1(b))~~

Staff Report

Public Hearing

Subject: Ordinance Revision
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: July 16, 2024

Item Description: Consideration to approve the amendment of the Code of Ordinances **Part II – Official Code: Appendix C – Zoning Ordinance, 3.41 Swimming pools, private community, or club** of the Effingham County Code of Ordinances.

Summary Recommendation

The County needs Amendments to the current Pools Ordinance. The County Planning Staff have suggested some clarification amendments and some setback amendments to the ordinance.

Executive Summary/Background

Recommended Clarifications:

- Measuring to Waters Edge.
- Pools cannot be in the front yard.
- Pools are Permitted by Development Services.

Recommended Changes:

- Requiring a Fence around all Swimming Pools with a Locking Gate.
- Private Swimming Pools that are used for Swimming Lessons have the same requirements as Community Swimming Pools.

Alternatives

1. **Approve an amendment** to the Code of Ordinances **Section 3.41 – Swimming Pools, Private Community or Club.**
2. **Deny an amendment** to the Code of Ordinances **Section 3.41 – Swimming Pools, Private Community or Club.**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: FUNDING: N/A

Attachments: 1. Section 3.41 – Swimming Pools, Private Community or Club Red Line Version

3.41 Swimming pools, private community, or club.

3.41.1 Swimming pools. A swimming pool, whether in the ground or permanently installed aboveground, ~~or an above-ground pool less than 48 inches in height above grade (Section 305.3 ISPSC)~~ is hereby defined as any pool, lake, or open tank, other than a farm pond, which is not located within a completely enclosed building and which contains, or is capable of containing, water at a depth at any point greater than 1½ feet. No such private swimming pool shall be ~~allowed~~ **permitted by Development Services** in the B-1, AR, PUD districts, or in any R district, except as an accessory use, and unless it complies with the following conditions and requirements:

3.41.2 Use. The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests, and no fee shall be charged.

3.41.3 Location. It may not be located, including ~~any walks or paved areas or accessory structures adjacent thereto~~, closer than ten feet from **water's edge** to any property line of the property on which it is located, **and ten feet from any dwelling. Swimming Pools are prohibited in the front yard of any Agricultural and/or Residential Zoning District.**

3.41.4 Reserved. Fence. The swimming pool should be fenced at a minimum of four (4) foot with a self-latching gate with a lockable device that opens away from the pool to prevent uncontrolled access by children.

3.41.5 Community or club swimming pools. A community or club swimming pool shall be any pool constructed by an association of property owners, or by a private club solely for use and enjoyment by members of the association or club and their families and guests of members. Community and club swimming pools shall comply with the following conditions and requirements:

3.41.5.1 The pool and accessory structures thereto, including the areas used by the bathers, shall meet the front setback for the district in which it lies. Side and rear setbacks shall be ten feet.

3.41.5.2 The swimming pool and all of the area used by the bathers shall be so walled or fenced as to prevent uncontrolled access by children from the street or adjacent properties. The said fence or wall shall not be less than four feet in height and maintained in good condition and grounded for electricity. The area surrounding the enclosure, except of the parking spaces, shall be suitably landscaped with grass, hardy shrubs, and trees and shall be maintained in good condition.

3.41.6 Private Swimming Pools used for Swimming Lessons. A private pool hosting swimming lessons must adhere to the same standards as a community or club swimming pool in Section 3.41.5, as well as obtain a Home Occupation Tax Certificate.

Staff Report

Subject: Approval of the Task Order 24-IDC-RFP-067 for POND & Company

Author: Danielle Carver, Procurement and Capital Projects Manager

Department:

Meeting Date: July 16, 2024

Item Description: Task Order 24-IDC-RFP-067 for POND & Company

Summary Recommendation: Staff recommends Approval of Task Order 24-IDC-RFP-067 for POND & Company to complete the design of the roundabout at SR-30 and Midland Road.

Executive Summary/Background:

- The Roundabout design for SR-30 and Midland Road was originally included in the Roberts Civil Engineering TSPLOST contract. The decision was made to remove this project from that contract.
- Effingham County submitted an RFP to three of the firms on the IDC and two responded.
 - POND & Company at \$432,097.28
 - Atlas Technical Consultants at \$473,135.00
- The evaluation criteria was based on 45% Cost, 45% Schedule and 10% Proposed Work Plan.
- The proposals have been reviewed by staff and POND was selected to complete the design.

Alternatives for Commission to Consider

1. Approval of Task Order 24-IDC-RFP-067 for POND & Company to complete the design of the roundabout at SR-30 and Midland Road for \$432,097.28.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Engineer, PCPM, T&H

Funding Source: Budget Amendment may be Necessary

Attachments: NTP and POND Proposal, Vendor Scores by Evaluation Criteria

NOTICE TO PROCEED

TO: POND & Company

RE: NOTICE TO PROCEED

Task Order: 24-IDC RFP-067 - RE-BID I-6 SR 30 at Midland Road

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 14 calendar days of receipt of the Notice to Proceed unless otherwise agreed and to be completed in accordance with the schedule included within the proposal.

Dated this ____ day of _____, 2024

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: _____

Letter of Interest

June 24, 2024

Tim Callanan
County Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Re: **23-IDC RFP-063, I-6 (SR 30 at Midland Road – GDOT Roundabout), Effingham County**

Pond is pleased to submit this proposal for the I-6 (SR 30 at Midland Road – GDOT Roundabout). Our team of traffic and transportation engineers are very interested in providing their expertise to County for these transportation improvements. We are committed to meeting the requirements specified in the request for proposal, and in the following pages provide more detail as to our approach to accomplishing the work.

Pond is fully qualified and capable of performing these services for the County. Zach Puckett, PE will serve as the Project Manager for this effort and Richard Fangmann, PE, PTO will be the Principal in Charge. We are supported by our team of planners and engineers to carry out the necessary tasks for this project. To provide the highest quality and best value of services to the County, we have assembled a team of qualified professionals to provide comprehensive services covering all discipline needs as requested however to support our efforts, we are utilizing National Data & Surveying Services (NDS) to provide Traffic Data Collection Services – TMC and ADT and Southern Research to provide Environmental Cultural Resources.

We appreciate your time and consideration and look forward to the opportunity to continue to collaborate with Effingham County.

Sincerely,

Pond & Company



Richard Fangmann, PE, PTOE
Vice-President



Melissa Phillips
Associate | Client Manager

Project Approach / Work Plan

Project Understanding

Effingham County has a conceptual design for a proposed roundabout at the intersection of SR 30/ Noel C Conaway Road at Midland Road. The conceptual design includes survey, utilities, and right of way information. GDOT has determined that this project will require an encroachment permit per Chapter 11 of the Driveway and Encroachment Control Manual. The project has been issued a PI number and requires GDOT oversight during development. The construction plans will be developed utilizing an abbreviated GDOT Plan Development Process, including a Limited Scope Concept Report, Preliminary and Final Field Plan Reviews, as well as local certification of utilities, environmental, and right of way.

Professional Services

The work in this proposal will consist of concept development through final design. Pond, along with our subconsultants, will provide the design services necessary for completing the tasks as described herein for Effingham County.

Scope of Work

Task 1: GDOT Program Management and Coordination

Pond will serve as the County's representative and project manager throughout project execution. We will cultivate cooperative relationships between all stakeholders of the project and prioritize the County's vision over procedures and processes. Pond will facilitate monthly meetings with the GDOT PM, the County, and subject matter experts, and manage communications to ensure an open dialogue. Pond has delivered several local projects that required GDOT oversight, and we are able to avoid roadblocks that can occur during project development.

Pond will assist the County in navigating this abbreviated GDOT Plan Development Process and streamline this process as much as possible to ensure on time delivery of the project.

Deliverables for Task 1:

- Risk Assessment
- Monthly Meeting Minutes

Task 2: Concept Development

Task 2.1: Traffic Analysis

Traffic Data Collection – All traffic data collection will be performed by a sub-consultant and provided to Pond. The traffic counts listed below will be collected during an agreed/approved week that schools are in session:

- 6-Hour Turning Movement Count (6:00 AM – 9:00 AM; 3:00 PM –6:00 PM):
 - SR 30/Noel C Conaway Road at Coventry Drive
- 12-Hour Turning Movement Count (7:00 AM – 7:00 PM):
 - SR 30/Noel C Conaway Road at Midland Road
 - SR 30/Noel C Conaway Road at Coventry Drive
- 24-Hour Traffic Volume and Classification Counts:
 - SR 30/Noel C Conaway Road, west of Midland Road
 - Midland Road, north of SR 30/Noel C Conaway Road

Field Visit of Existing Conditions – Pond will complete a field visit to the intersection of SR 30/Noel C Conaway at Midland Road to observe existing field conditions. Pictures will be taken to properly document the existing conditions, including geometry, sight distance, and speed limits. Each intersection will also be reviewed to identify current deficiencies.

Traffic Analysis – Pond will analyze the traffic at each of the (2) intersections listed above, with the primary focus on the intersection of SR 30/Noel C Conaway Road at Midland Road.

A review of crash history will be completed utilizing GDOT's GEARS and Numetric databases. Capacity analysis will be performed for each intersection using Synchro Software. This analysis will be performed for the AM and PM peak hours of the existing year, opening year, and design year. Analysis of the opening and design years will include a no-build condition. This analysis will be used to determine what improvements and alternatives are necessary to obtain acceptable operations.

The GDOT Intersection Control Evaluation (ICE) tool will be utilized to determine the potential improvements at all GDOT intersections. Stage 1 and Stage 2 are anticipated for the intersection of SR 30/Noel C Conaway Road at Midland Road, whereas Stage 1 with a Waiver Request is anticipated for the intersection of SR 30/Noel C Conaway Road at Coventry Drive.

Traffic Engineering (TE) Report – Pond will document the analysis results and recommendations in a Traffic Engineering Report.

Effingham County Review – Pond will submit the TE Report to Effingham County for comment/approval. This task includes (1) meeting with the county to discuss the report. We will respond to (1) round of comments and incorporate appropriate comments into the report.

GDOT District 5 Review – Pond will submit the TE Report to GDOT District 5 for comment/approval. This task includes (1) meeting with GDOT to discuss the report, as/if needed. We will respond to (1) round of comments and incorporate appropriate comments into the report.

Task 2.2: Concept Report

Pond will produce a Limited Scope Concept Report as required by Chapter 11 of the GDOT Driveway and Encroachment Manual. The concept report will evaluate the proposed roundabout based on existing and projected traffic volumes. The concept report will also document planning and background data, design features, utility and property impacts, anticipated environmental requirements, and outline coordination and activity responsibilities.

Part of the concept report will include an alternatives analysis to evaluate benefits and costs. The report will produce a preferred alternative to move forward with preliminary design. Concept reports typically include three alternatives, including a “no-build” alternative. Due to Pond’s previous work on the comprehensive transportation plan, Pond is prepared to present the roundabout as the preferred alternative for this project and left turn lanes on Midland and SR 30 as a secondary alternative.

During the concept development phase, the previous survey will be evaluated and converted, as needed. Also, environmental resources will be identified and shown on the conceptual drawings. Early coordination with project stakeholders will begin and a public involvement plan will be implemented. No GEPA documentation will be required, however other environmental documentation will be needed as part of this process.

Pond’s risk assessment will inform what work will need to be completed prior to concept report approval. To streamline project delivery, some tasks may be completed after concept approval, including traffic projection and environmental surveys based on risk evaluation. Pond will request all GDOT-provided information early in concept development to avoid delays in concept report approval.

Deliverables for Task 2:

- Traffic Engineering Report
- Approved Limited Scope Concept Report
- Public Involvement Plan (PIP)



Figure 2-Left Turn Lanes-Secondary Alternative



Figure 1-Roundabout-Preferred Alternative

Task 3: Preliminary Design

The Preliminary Plans will include roadway plans, roadway profile, driveway profiles, cross sections, utility plans, signing and marking plans, and erosion control plans. Pond will prepare the construction plans based on the topographic survey database (completed as part of previous/separate Effingham County project). The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Effingham County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using MicroStation V8i with InRoads or OpenRoads Connect (ORD) software. All turn lane improvements are based on queue lengths identified in the Traffic Engineering Report, as well as GDOT minimum lengths.

Utility Plans and Coordination – As part of the First Submission Utility Request, Pond will prepare utility plans and submit to all provided utility owners for markups to determine existing facilities. We will incorporate the markups into the utility adjustment plans.

Cost Estimate – Pond will prepare (1) detailed opinion of probable cost for the project. Pond will prepare a construction cost estimate and will provide R/W and easement areas for the county to cost. Utility costs will be by others.

Right of Way Plans – After Preliminary Plan approval, we will prepare Right-of- Way plans per GDOT design guidelines. The Right-of-Way plans will include all required permanent Right-of-Way takes and all construction easements.

Environmental Documentation – all required environmental documentation required per Chapter 11 of the Driveway and Encroachment Manual will be provided.

Effingham County/GDOT Review – Pond will submit the Preliminary Plans to Effingham County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments.

Deliverables for Task 3:

- PFPR Plans and Checklist Items
- Environmental Documentation

Task 4: Final Design

Final Design Plans (FFPR) – Based on all comments received from the Preliminary Plan submittal, we will further refine the plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into Final Plans.

Utility Plans and Coordination – Pond will continue utility coordination efforts. Second Submission Utility Request will be coordinated with utility owners to finalize any utility conflicts and determine any proposed facility/utility relocations. All utility relocations will be designed by others and included in the utility coordination plans.

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Effingham County/GDOT Review – Pond will submit Final Plans to Effingham County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate them into the plans as applicable.

GDOT Encroachment Permit – Pond will finalize all items needed as part of the GDOT Special Encroachment Permit process. Documents will be uploaded to the Georgia Permit Application System (GPAS) portal for distribution to GDOT District 5 for review and approval.

Pond will also provide the following services as part of Final Design.

- Preparation of Bid Package – Pond will prepare the documents necessary for the County to advertise for bid, including the compilation of the Bid Plans and any required specifications and special provisions.
- Pre-Bid Meeting and Bidding Assistance – Pond will prepare for, assist the County, and attend the pre-bid meeting to answer any questions and to make sure that the contractor fully understands the scope and nature of this project. Pond will continue to assist the city to answer any questions submitted during the RFP process.
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- 7-Day Inspection Letter – Upon notification from the permittee, we will observe the erosion control measures that have been installed to verify they have been installed correctly and are functioning properly. Additionally, a letter will be submitted to the County summarizing the observations of the qualified personnel and noting deficiencies.

Deliverables for Task 4:

- FFPR Plans and Checklist Items

Schedule

Pond has estimated that *Task 1* through *Task 4* listed above can be completed within (12) months, following Notice to Proceed (NTP) from Effingham County. Please note that this schedule timeframe is also dependent on subconsultant scheduling and agency review times, including Effingham County and GDOT.

Assumptions

The design plans will be prepared as a locally funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Traffic Analysis – Beyond Task 2
- Traffic Data Collection – Beyond Task 2
- Traffic Signal Plans
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- GDOT Office of Planning Design Traffic
- Traffic Signal Plans
- ITS/Signal Communications Plans
- Lighting Plans
- Landscaping Plans
- Tree Removal/Recompense Plans
- Topographic Survey Services
- Subsurface Utility Engineering (SUE) Services
- Additional Meetings
- MS4 Analysis/Documentation
- Right-of-Way Staking, Right of Way Acquisition Services/Assistance
- Railroad Preliminary Engineering Review or Other Associated Fees
- Structural Design and/or Analysis
- Pay Application Review
- Materials Testing
- Construction Engineering and Inspection

Technical Proposal

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- Right-of-Way Staking, Right of Way Acquisition Services/Assistance
- Railroad Preliminary Engineering Review or Other Associated Fees
- Structural Design and/or Analysis
- Pay Application Review
- Materials Testing
- Construction Engineering and Inspection

Proposal Cost

June 24, 2024

Tim Callanan
County Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Re: **23-IDC RFP-063, I-6 (SR 30 at Midland Road – GDOT Roundabout), Effingham County**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project.

Professional Fees

Pond proposes to accomplish *Task 1* through *Task 5* for a Not-to-Exceed Lump Sum total of \$443,907.28. The fee details are listed in the attached Man-Hour Estimate.

- *Task 1* – GDOT Program Management and Coordination: \$36,518.50
- *Task 2* – Conceptual Development: \$211,451.78 (Includes Environmental Documentation)
- *Task 3* – Preliminary Design: \$112,000.00
- *Task 4* – Final Design: \$72,127.00

These fees are based on the contracted unit rates, not to exceed total of \$432,097.28

If this fee is acceptable, Pond & Company is available to begin work immediately. If you would like to discuss or modify, please contact me at FangmannR@pondco.com or Zach Puckett, who will serve as the Project Manager, at PuckettZ@pondco.com or via phone at (678) 336-7740.

Sincerely,

POND & COMPANY



Richard Fangmann, PE, PTOE
Vice-President

Cc: Zach Puckett, PE
Melissa Phillips

Attachments:
Man-Hour Estimates

Effingham County

**SR 30 at Midland Road
Roundabout
Project Length 0.23 miles**

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL

6/24/2024

	PHASE AMOUNTS
Phase 1 GDOT Program Management and Coordination	\$ 36,518.50
Phase 2 Concept Development (Includes Environmental)	\$ 211,451.78
Phase 3 Preliminary Design	\$ 112,000.00
Phase 4 Final Design	\$ 72,127.00
I	\$ -
TOTAL DESIGN COST FOR ALL SEGMENTS	\$ 432,097.28

Effingham County				
Phase 1 Summary				
PROJECT: SR 30 at Midland Road Roundabout				
Phase 1				
GDOT Program Management and Coordination				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	6	\$ 250.00	\$ 1,500.00	
PROJECT MANAGER	123	\$ 230.00	\$ 28,290.00	
SENIOR ENGINEER	24	\$ 200.00	\$ 4,800.00	
MID LEVEL ENGINEER	12	\$ 130.00	\$ 1,560.00	
SENIOR LANDSCAPE AF	0	\$ 162.84	\$ -	
SUVEYOR, PROJECT	0	\$ 120.82	\$ -	
SURVEY, CREW	0	\$ 131.33	\$ -	
ADMINISTRATIVE			\$ -	
TOTAL DIRECT LABOR				165 Manhours
			\$	36,150.00
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
MILEAGE	\$ 0.67	550	\$	368.50
REPRODUCTION	\$ 150.00	0	\$	-
MAIL & DELIVERY	\$ 50.00	0	\$	-
TRAVEL	\$ -	0	\$	-
			\$	-
Direct Cost Total			\$	368.50
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$	-
			\$	-
Subconsultant Sub Total			\$	-
COST AMOUNT FOR PHASE			\$	36,518.50

Effingham County				
Phase 2 Summary				
PROJECT: SR 30 at Midland Road Roundabout				
Phase 2				
Concept Development (Includes Environmental)				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	0	\$ 250.00	\$ -	
PROJECT MANAGER	12	\$ 230.00	\$ 2,760.00	
SENIOR ENGINEER	106	\$ 200.00	\$ 21,200.00	
MID LEVEL ENGINEER	340	\$ 130.00	\$ 44,200.00	
SUVEYOR, PROJECT	0	\$ 120.82	\$ -	
SURVEY, CREW	0	\$ 131.33	\$ -	
ADMINISTRATIVE	2	\$ 95.00	\$ 190.00	
TOTAL DIRECT LABOR				460 Manhours
			\$	68,350.00
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
MILEAGE	\$ 0.67	550	\$	368.50
REPRODUCTION	\$ 150.00	0	\$	-
MAIL & DELIVERY	\$ 50.00	0	\$	-
TRAVEL	\$ -	0	\$	-
			\$	-
Direct Cost Total			\$	368.50
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
Environmental (Cultural Resources)			\$	61,086.78
Pond Environmental (GEPA, Ecology, F			\$	79,666.50
Traffic Counts			\$	1,980.00
Subconsultant Sub Total			\$	142,733.28
COST AMOUNT FOR PHASE			\$	211,451.78

Effingham County Phase 2 Detail											
PROJECT: SR 30 at Midland Road Roundabout											
Phase 2											
Concept Development (Includes Environmental)											
TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SURVEYOR, PROJECT	SURVEY, CREW	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY											
Site Visit					8	8				16	3.5%
Data Gathering						8				8	1.7%
Concept Horizontal Alignment					2	4			2	8	1.7%
Concept Typical Sections	Coordination with surveyor; included review of databased and field visit to confirm				2	8				10	2.2%
Concept Pavement Design					1	4				5	
Concept Vertical Alignment					2	4				6	
Roundabout Design					16	40				56	12.2%
Fastest Path Analysis	Site visit to verify survey and utility information				2	16				18	3.9%
Turning Movement Templates (Autoturn)					1	8				9	
Intersection Sight Distance Analysis					2	8				10	2.2%
Concept Bridge Layout											
Concept Bridge Design											
Concept Drainage Design					4	16				20	4.3%
Concept MS4 Design											
Concept Cross Sections					4	24				28	6.1%
Concept Layout					8	16				24	5.2%
Concept Report					8	16				24	5.2%
QAQC					16					16	3.5%
Concept Construction Cost Estimate					2	8				10	2.2%
Concept Utility Cost Estimate					1	4				5	1.1%
Concept Right of Way Cost Estimate					1	4				5	1.1%
Concept Mitigation Cost Estimate					1	4				5	1.1%
Revise Concept with Client Comments					8	16				24	5.2%
SURVEY											
Validate/Convert survey						40				40	8.7%
Traffic											
Traffic Analysis	Analysis, including ICE documentation				2	6	40			48	10.4%
Report Documentation					4	6	40			50	10.9%
QA/QC					4	4	4			12	2.6%
Coordination with Sub	Coordination with traffic data collection sub				2	1				3	0.7%
TOTALS		0	0	12	106	340	0	0	2	460	95.7%

Effingham County				
Phase 3 Summary				
PROJECT: SR 30 at Midland Road Roundabout				
Phase 3				
Preliminary Design				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	0	\$ 250.00	\$ -	
PROJECT MANAGER	12	\$ 230.00	\$ 2,760.00	
SENIOR ENGINEER	99	\$ 200.00	\$ 19,800.00	
MID LEVEL ENGINEER	688	\$ 130.00	\$ 89,440.00	
SENIOR LANDSCAPE AF	0	\$ 162.84	\$ -	
LANDSCAPE ARCHITEC	0	\$ 131.33	\$ -	
ADMINISTRATIVE	0	\$ 95.00	\$ -	
TOTAL DIRECT LABOR		799 Manhours	\$ 112,000.00	
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
MILEAGE	\$ 0.67	0	\$ -	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
Direct Cost Total			\$ -	
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$ -	
			\$ -	
			\$ -	
Subconsultant Sub Total			\$ -	
COST AMOUNT FOR PHASE			\$ 112,000.00	

Effingham County
Phase 3 Detail

PROJECT: SR 30 at Midland Road Roundabout
Phase 3
Preliminary Design

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY DESIGN											
Horizontal Alignments					2	16				18	2.3%
Typical Sections	12 internal monthly meetings @ 0.5 hr per meeting				1	16				17	2.1%
Vertical Alignments					2	16				18	2.3%
Plan View Layout					4	80				84	10.5%
Driveway Profiles					2	16				18	2.3%
Drainage Design					4	48				52	7%
Cross Sections					8	48				56	7.0%
Prepare Staging Plans					8	80				88	11.0%
Prepare Lighting Plans						0					
Prepare Signing and Marking Plans					4	32				36	4.5%
Prepare Signal Plans						0					
Prepare ITS/ATMS Plans						0					
Prepare Landscaping Plans						0					
Prepare Wall Envelopes						0					
Prepare Bridge Plans						0					
Erosion Control Plans					8	80				88	11.0%
Drainage Layout/Profiles					8	32				40	5.0%
Cross Sections					8	48				56	7.0%
Utility Plans					2	16				18	2.3%
Utility Coordination	1st Submission				8	0				16	2.0%
Cost Estimate					4	32				36	4.5%
PFPR Meeting	Virtual				4	8				16	2.0%
R/W Cover					2	8				10	1.3%
R/W Plan Sheets					8	48				56	7.0%
R/W Description/Table Sheets					4	16				20	2.5%
R/W Revisions					8	48				56	7.0%
TOTALS		0	0	12	99	688	0	0	0	799	100.0%

Effingham County				
Phase 4 Summary				
PROJECT: SR 30 at Midland Road Roundabout				
Phase 4				
Final Design				
PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	0	\$ 250.00	\$ -	
PROJECT MANAGER	47	\$ 230.00	\$ 10,810.00	
SENIOR ENGINEER	124	\$ 200.00	\$ 24,800.00	
MID LEVEL ENGINEER	265	\$ 130.00	\$ 34,450.00	
SENIOR LANDSCAPE AF	0	\$ 162.84	\$ -	
LANDSCAPE ARCHITEC	0	\$ 131.33	\$ -	
ADMINISTRATIVE	14	\$ 95.00	\$ 1,330.00	
TOTAL DIRECT LABOR				450 Manhours
			\$	71,390.00
DIRECT COSTS (SPECIFY):				
ITEM	UNIT COST	QUANTITY	TOTALS	
MILEAGE	\$ 0.67	1100	\$	737.00
REPRODUCTION	\$ 150.00	0	\$	-
MAIL & DELIVERY	\$ 50.00	0	\$	-
TRAVEL	\$ -	0	\$	-
				\$ -
Direct Cost Total			\$	737.00
SUBCONSULTANTS (LIST):				
SUB CONSULTANT			TOTALS	
			\$	-
			\$	-
Subconsultant Sub Total			\$	-
COST AMOUNT FOR PHASE			\$	72,127.00

Effingham County
Phase 4 Detail

PROJECT: SR 30 at Midland Road Roundabout
Phase 4
Final Design

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	MID LEVEL ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY											
Finalize Horizontal Alignments					2	4			2	8	1.8%
Finalize Typical Sections					2	4				6	1.3%
Finalize Vertical Alignments					2	4			4	10	2.2%
Finalize Plan View Layout					8	40				48	10.7%
Finalize Driveway Profiles					4	8				12	3%
Finalize Drainage Design					8	16				24	5.3%
Finalize Cross Sections					8	24				32	7.1%
Finalize Staging					8	40				48	10.7%
Finalize Lighting Plans											
Finalize Signing and Marking Plans					4	16				20	4.4%
Finalize Signal Plans											
Finalize ITS/ATMS Plans											
Finalize Landscaping Plans											
Finalize Wall Envelopes											
Finalize Bridge Plans											
Finalize Erosion Control Plans					8	24				32	7.1%
Utility Plans					4	4				8	1.8%
Utility Coordination	2nd Submission				8	8				16	3.6%
Cost Estimate					2	4	16			22	4.9%
FFPR Meeting					4	4	4			12	2.7%
GDOT Encroachment Permit	Upload and coordination				8	12	25			45	10.0%
Bid Package Preparation					4	4	8		8	24	5.3%
Pre-Bid Meeting and Bidding Assistance	Virtual				8	8				16	3.6%
Pre-Construction Meeting					8	8				16	3.6%
RFIs	10 RFIs				5	10	20			35	7.8%
7 day inspection					8	8				16	3.6%
TOTALS		0	0	47	124	265	0	0	14	450	100.0%

Effingham County-SR 30 AT MIDLAND ROAD

ID	Task Name	Duration	Start	Finish	Predecessors	2025				
						Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
1	EFFINGHAM COUNTY BOARD OF COMMISSIONERS APPROVAL	1 day	Fri 7/26/24	Fri 7/26/24		[Gantt Chart: Task 1 is a single-day task in Qtr 3, 2025]				
2	COUNTY ISSUES NOTICE TO PROCEED (NTP)	1 day	Wed 8/7/24	Wed 8/7/24	1FS+7 days	[Gantt Chart: Task 2 is a single-day task in Qtr 3, 2025, starting 7 days after Task 1]				
3	PROJECT ENTRY AND KICK OFF	6 days	Thu 8/8/24	Thu 8/15/24		[Gantt Chart: Task 3 is a 6-day task in Qtr 3, 2025]				
4	PHASE 1: GDOT PROGRAM MANAGEMENT AND COORDINATION	52 wks	Fri 8/16/24	Thu 8/14/25	3	[Gantt Chart: Task 4 is a long task spanning from Qtr 3, 2024 to Qtr 3, 2025]				
5	PHASE 2: CONCEPT DEVELOPMENT	100 days	Fri 8/16/24	Thu 1/2/25	3	[Gantt Chart: Task 5 is a task spanning from Qtr 3, 2024 to Qtr 1, 2025]				
6	PHASE 3: PRELIMINARY DESIGN	100 days	Fri 1/3/25	Thu 5/22/25	5	[Gantt Chart: Task 6 is a task spanning from Qtr 1, 2025 to Qtr 2, 2025]				
7	PHASE 4: FINAL DESIGN	60 days	Fri 5/23/25	Thu 8/14/25	6	[Gantt Chart: Task 7 is a task spanning from Qtr 2, 2025 to Qtr 3, 2025]				

Project: Effingham County-
Date: Mon 6/24/24

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

Vendor Scores by Evaluation Criteria

 Export to CSV

Vendor	Proposed Work Plan 0-100 Points 10 Points (10%)	Schedule 0-100 Points 45 Points (45%)	Cost 0-100 Points 45 Points (45%)	Total Score (Max Score 100)
Atlas Technical Consultants	96.7	86.7	90	89.17
Pond & Company	86.7	100	100	98.67

Staff Report

Subject: Approval of Change Order #4 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

Author: Danielle Carver, PCPM

Department: Public Works

Meeting Date: July 16, 2024

Item Description: Change Order #4 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

Summary Recommendation: Staff recommends approval for Change Order #4 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$105,000.00

Executive Summary/Background:

- Change Order 1 was approved for the design and construction management of two additional intersections:
 1. Hodgeville Road @ Scuffletown Road - \$74,242
 2. Hodgeville Road @ Forest Haven Road - \$74,242
- Change Order 2 was approved to add Right Of Way Acquisition Services and Lighting Design to the scope for a NTE total of \$437,560.00.
- Change Order 3 was approved for the resurfacing of Hodgeville Road in conjunction with the turn lane improvements included in CO1, Hodgeville/Scuffletown and Hodgeville/Forest Haven.
- Change Order 4 is being requested due to changes in the Scope of Work in the Contract Agreement that required additional hours:
 1. Survey - Scope of Survey Work has significantly grown to accommodate increased scope of Roundabout Designs along with additional area for Traffic Staging and Slip Lanes adding increased need for Right-of-Way staking and plating.
 2. Underground utility design and planning - Increases in Scope added extensive time to the Planning and Coordination with Effingham County Utility Providers including extensive Utility Design and Evaluation of Alternatives.
 3. Civil engineering design - Increased Scope of Work to include additional Roundabout Designs, Slip Lanes, Traffic Staging Plans and other additional requirements as requested by Effingham County Program Management team.
 4. Project management - Responsibilities have significantly increased to accommodate the significant changes in the project:
 - Scope of Work increased exponentially beyond the Project Descriptions in the Transportation Master Plan
 - Increased Requirement to Maintain an uninterrupted traffic flow
 5. Construction Oversight – Responsibilities have greatly increased due to the additions of roundabout construction, lighting and the requirement to maintain an uninterrupted traffic flow.
- The original contract amount is \$742,423.00

- Change Order 1: \$148,484.00
- Change Order 2: \$437,560.00
- Change Order 3: \$105,000.00
- Change Order 4: \$492,020.00
- The new contract total is \$1,925,487.00

Alternatives for Commission to Consider

1. Approval for Change Order #4 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$492,020.00
2. Deny Change Order #4
3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Engineer, PCPM, T&H

Funding Source: TSPLOST

Attachments:

1. Change Order #4
2. AWR – Roberts

Change Order # 4

Project: 22-25-006 – Engineering/Design of TSPLOST Intersections

Contract Date: December 7, 2021

Change Order Effective Date: July 17, 2024

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Quantity	Total
1	Requested Increase in Hourly	1	793,200.00	793,200.00
	Work removed from Scope – I-1B and I-6	1	-301,180.00	-301,180.00
	TOTAL			\$492,020.00

The original Contract Sum was.....\$ 742,423.00
 Net change by previously authorized Change Orders.....\$ 691,044.00
 The Contract Sum prior to this Change Order was.....\$ 1,433,467.00
 The Contract Sum will be increased by this Change Order.....\$ 492,020.00
 The new Contract Sum including this Change Order will be.....**\$ 1,925,487.00**

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

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston
www.robertscivilengineering.com

Additional Work Authorization Request Expanded Scope of Project Effingham County TSPLOST – Engineering/Design of Intersections RFP 22-25-006

On this 20th day of June 2024, the services below are proposed in addition to the executed Contract Agreement between **Effingham County Board of Commissioners** and **Roberts Civil Engineering, LLC** dated December 7th, 2021. All terms of the aforementioned Contract Agreement shall remain in effect for all work.

The following provides a brief summary of the required changes to the Scope of Work in the Contract Agreement.

1. **Survey** – Scope of Survey Work has significantly grown to accommodate increased scope of Roundabout Designs along with additional area for Traffic Staging and Slip Lanes adding increased need for Right-of-Way staking and plating.
2. **Underground Utility Design and Planning** – Increases in Scope added extensive time to the Planning and Coordination with Effingham County Utility Providers including extensive Utility Design and Evaluation of Alternatives.
3. **Civil Engineering Design** – Increased Scope of Work to include additional Roundabout Designs, Slip Lanes, Traffic Staging Plans and other additional requirements as requested by Effingham County Program Management team.
4. **Lighting Revisions** – Additional Lighting Revisions are not anticipated at this time.
5. **Environmental Survey and Permitting** – Additional Environmental Services are not anticipated at this time.
6. **Project Management** – Responsibilities have significantly increased to accommodate the significant changes in the project:
 - a. Scope of Work increased exponentially beyond the Project Descriptions in the Transportation Master Plan
 - b. Increased Requirement to Maintain an uninterrupted traffic flow
7. **Construction Oversight** – Responsibilities have greatly increased due to the additions of roundabout construction, lighting and the requirement to maintain an uninterrupted traffic flow.

Additional Work Requested	\$793,200.00
Work Removed from Scope – I-1B and I-6	-\$301,180.00
<i>(Including Credits from Previously Removed I-9, I-10, & I-11)</i>	

Item 1: Requested Increase in Hourly Not to Exceed Fee: **\$492,020.00**

The Hourly Billable Rates we have used to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract as modified by our March 7, 2023 Amendment #1. In accordance with the Terms and Conditions of this agreement, we will only invoice for hours worked.

***The following spreadsheet displays the budgeted summary for the additional work referenced and has been revised from the original sent 4/9/2024.**



Effingham County - TSPLOST - RFP - 22-25-006

Additional Services Request 6/20/2024

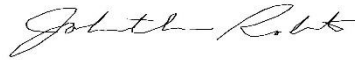
ADDITIONAL SERVICES REQUIRED	INTERSECTION	I1B	I2B	I4B	I5	I6	I7	I8B	I9	I10	I11	TOTAL
Survey	\$92,000	\$0	\$11,500	\$23,000	\$0	\$0	\$34,500	\$23,000	\$0	\$0	\$0	\$92,000
Underground Util. Plan	\$150,000	\$0	\$18,750	\$37,500	\$0	\$0	\$56,250	\$37,500	\$0	\$0	\$0	\$150,000
Civil Engineering	\$131,200	\$35,000	\$7,650	\$15,300	\$0	\$35,000	\$22,950	\$15,300	\$0	\$0	\$0	\$131,200
Traffic Studies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lighting Revisions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RCE Construction Oversight (3% of Const. Costs)	\$315,000	\$0	\$39,375	\$78,750	\$0	\$0	\$118,125	\$78,750	\$0	\$0	\$0	\$315,000
RCE Project Management	\$105,000	\$35,000	\$5,833	\$11,667	\$0	\$23,333	\$17,500	\$11,667	\$0	\$0	\$0	\$105,000
<Credit for Work Removed from Scope>		-\$20,000				-\$20,000			-\$42,000	-\$42,000	-\$56,000	-\$180,000.00
<Lighting Phase Credit>		-\$15,000				-\$15,000						-\$30,000.00
<Additional Lighting Credit for Hodgeville Rd Int's>												-\$30,000.00
<Right of Way Acquisition Credit>		-\$34,960				-\$26,220						-\$61,180.00
Proposed Increase in NTE Fee		\$40	\$83,108	\$166,217	\$0	-\$2,887	\$249,325	\$166,217	-\$42,000	-\$42,000	-\$56,000	\$492,020

COMPLETE

- Notes:
1. The costs shown are estimated increases to the Not to Exceed Contracted Fee. The adjustments shown are based upon additional work performed or projected to be performed at the request of the Effingham County Board of Commissioners and Staff.
 2. The allocations shown for each intersection are shown as part of the Total NTE Fee for the project and are not guaranteed as the Not to Exceed Fee for each category or assignment.
 3. Traffic Studies, Lighting Revisions and Environmental Consulting are not included in this request and may be provided under a separate agreement.
 4. Right-of-Way Acquisition is subject to further adjustment as parcel impacts may change during final design.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.
ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer



CLIENT:

By: _____
For: _____
Its: _____

Staff Report

Subject: Approval of PO 23-RFQ-062 for the Replacement of Fine Screen and Washer Compactor for the Waste Water Treatment Plant

Author: Danielle Carver, Procurement and Capital Projects Manager

Department: WWTP

Meeting Date: July 16, 2024

Item Description: PO 23-RFQ-062 with Aqualitec Corp for the Replacement of Fine Screen and Washer Compactor

Summary Recommendation: Staff recommends approval of PO 23-RFQ-062 for the Replacement of Fine Screen and Washer Compactor for the Waste Water Treatment Plant for \$111,700.00

Executive Summary/Background:

- Staff posted a Request for Quotes for the replacement of fine screen and washer compactor for the Waste Water Treatment Plant.

#1 Aqualitec Corp	#2 Parkson	#3 The TDH Company/OPS Group
\$111,700.00	\$149,735.00	\$240,090.00

- After review from staff and reference checks by EOM, staff recommends award to Aqualitec Corp as they were the lowest qualified bidder.

Alternatives for Commission to Consider

- Approval of PO 23-RFQ-062 to Aqualitec Corp for the Replacement of Fine Screen and Washer Compactor for the Waste Water Treatment Plant for \$111,700.00.
- Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EOM, PCPM, Finance

Funding Source: Budget Amendment May Be Necessary

Attachments: PO 23-RFQ-062, Aqualitec Corp Scope and Pricing

PURCHASE ORDER

Item X. 11.

Effingham County Board of Commissioners

804 S LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

DATE: 7/16/2024
P.O. # 23-REQ-062

VENDOR

Aqualitec Corp
3415 S Sepulveda Blvd #1100
Los Angeles, CA 90034

ATTN : Olivier Monfort
omonfort@aqualitec.com

SHIP TO

Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329
ATTN : Danielle Carver
912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Fine Screen and Washer Compactor	1	\$111,700.00	\$ 111,700.00
	Replacement of Fine Screen and Washer Compactor			
	Project ID: 23-REQ-062			

SUBTOTAL	\$ 111,700.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 111,700.00

OTHER COMMENTS OR SPECIAL INSTRUCTIONS

ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Aqualitec Corp agrees to furnish and replace the Fine Screen and Washer Compactor as described in the scope of 23-REQ-062. The County references the terms, conditions and specifications contained in 23-REQ-062.

Aqualitec Corp - SIGNATURE

TITLE

Aqualitec Corp - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN
AUTHORIZED BY - TITLE

Wesley Corbitt

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE



Aqualitec
Screening Equipment

Effingham County, GA

23-REQ-062

Replacement of fine screen and washer compactor

2- Scope of supply

**NO SUBMERGED
BEARINGS AND
SPROCKETS IN
THE WASTE
STREAM**



Aqualitec
Screening Equipment

**NO SUBMERGED
BEARINGS AND
SPROCKETS IN
THE WASTE
STREAM**

Scope of Supply

Aqualitec's price includes:

- One (1) multiple rakes bar screen front cleaning, downstream assembly, motor, controls and appurtenances.
 - o Raketec – Model DI 500.
 - Peak Flow: 1.2 MGD.
 - Clear bar opening: ¼” .
 - Angle of inclination: 75° .
 - Constructed of 304L stainless steel.
 - See proposal.
- One (1) washer/compactor, motor, controls and appurtenances.
 - o Compactec – Model CC 250.
 - Constructed of 304L stainless steel.
 - Will fit existing discharge chute.
 - See proposal.
- One (1) control panel and accessories.
 - o UL listed.
 - o Wall mounting.
 - o NEMA 4X Stainless Steel.
 - o Motor torque limiter.
 - o Touch screen PLC.
 - o Lockable door mounted main disconnect.
 - o One (1) Level control float switches.



- Submittals as specified.
- O&M manuals and installation guide.
- Warranty:
 - o Term of seven (7) years after the date of installation.
- Spare parts package:
 - o Raketec:
 - One (1) full rake assembly.
 - One (1) ejection scraper.
 - One (1) rubber bushing for motor.
 - Two (2) ejection bearings.
 - Two (2) drive bearings.
 - Ten (10) chain pad guides.
 - o Compactec:
 - One (1) curved HDPE half tube for the auger.
 - One (1) solenoid valve.
- Start Up and training as specified.
- Delivery (FOB destination).

Lead Time:

Delivery:

- Submittals: 2 – 3 weeks.
- Equipment delivery: 16 to 20 weeks after accepted submittals.



Aqualitec
Screening Equipment

Effingham County, GA

23-REQ-062

Replacement of fine screen and washer compactor

3- Bid Price



Aqualitec
Screening Equipment & Sludge Treatment

BID PRICE

General Information

Account Name Effingham County, GA
 Bid Name 23-REQ-062
 Project Number 21023124
 Created Date 05/16/2024
 Prepared By Olivier Monfort
 Email omonfort@aqualitec.com

Project Data

See Bid Package

Product	Product Code	Product Description	Sales Price	Quantity	Total Price
Raketec	DI 500	Multiple Rake Screen	\$79,700.00	1.00	\$79,700.00
Compactec	CC 250	Conveyor/Compactor	\$32,000.00	1.00	\$32,000.00
Total Price					\$111,700.00

Terms

- Deposit 30% with the Purchase Order, 60% upon delivery and 10% after equipment acceptance.
- Total Price includes: Transport, Control Panel with a sensor, Spare Parts, Submittal, Training/Start up.
- Price does not include applicable sales tax or use tax
- Validity: 120 Days
- Shipping Schedule: within 16 to 20 weeks after receipt of approved drawings.
- Warranty: 7 years

We look forward to doing business with you!

Item X. 11.

Staff Report

Subject: Public Works Services Agreement Amendment 7 for FY 2025

Author: Danielle Carver, PCPM

Department: Public Works

Meeting Date: July 16, 2024

Item Description: Consideration to approve Amendment 7 to EOM Operations contract to perform Public Works related tasks.

Summary Recommendation: Approval of Amendment 7 with EOM Operations to perform Public Works related tasks.

Executive Summary/Background:

- The County has utilized consultant services for Public Works support. Since 2015, EOM Operations has performed these tasks. Public Works Operations Management Services include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment.
- The current contract was approved on June 20, 2017.
- Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21, 2022. And Amendment 6 dated July 18th, 2023.
- Operations Amendment 7 adds the additional lift stations and increases/decreases as listed below.
 1. Water/Sewer \$576,810 (increased in budget was \$554,625)
 2. WWTP \$343,486 (increased in budget was \$330,275)
 3. Public Works \$1,380,210 (increased in budget was \$1,327,125)
 4. Ash Roads \$195,000 no change
 5. Fleet \$306,800 (decreased units was \$390,000)
- For FY 2025, County staff is recommending Public Works services be performed via contract with EOM Operations. This assures timely and complete services to the community in the most cost-effective manner.
- Funding is approved in the FY 2025 budget.

Alternatives for Commission to Consider

1. Approve Amendment 7 for the extension of Public Works services for FY 2025 for EOM Operations.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Public Works

Funding Source: General Fund & Special Funds.

Attachments:

1. EOM Operations Contract June 20, 2017 with Amendment 1 through 6.
2. FY 2025 Amendment 7 proposal.

EOM Operations Contract 2017 - 2018
AGREEMENT
 For
PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 20~~17~~ day of June, 2017, by and between The Board of Commissioners of Effingham County, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and EOM Operations, a Division of EOM Public Works LLC, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324. This Agreement shall be binding on the date that the last authorized signature is affixed to this Agreement.

Owner and EOM agree:

1 GENERAL AND DEFINITIONS

1.1 GENERAL

- 1.1.1 This Agreement will be for operations, management, and consulting services only. This Agreement shall not include any personnel, labor, equipment, and/or materials not expressly described as "in scope".
- 1.1.2 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.
- 1.1.3 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.1.4 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.
- 1.1.5 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "EOM" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 1.1.6 Time is of the essence.
- 1.1.7 **COMPLIANCE WITH LAWS:** EOM shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of this contract between EOM and the Owner. Any such requirement specifically set forth in any other contract document between EOM and the Owner shall be supplementary to this section and not in substitution thereof.
- 1.1.8 **IMMIGRATION:** On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit

EOM Operations Contract 2017 - 2018

that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. An affidavit is included as part of this contract as Attachment D.

- 1.1.9 **PROTECTION OF RESIDENT WORKERS:** Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). EOM shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 1.1.10 **INTERESTS OF PUBLIC OFFICIALS:** EOM warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in the proceeds of this contract. In the event that an elected or appointed official or employee acquires any interest in this contract or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract without liability, terminate the contract 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 Agreement, 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.
- 1.1.11 **STATEMENT OF DISCLOSURE:** EOM will provide a statement of disclosure – A statement is included as part of this contract as Attachment D.
- 1.1.12 **GEORGIA OPEN RECORDS ACT:** This contract will become part of the Owner's official files without any obligation on the Owner's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County regardless of type, shall belong exclusively to Effingham County and will be

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considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et. Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

1.1.13 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that EOM submits secret information to the Owner, the information must be clearly labeled as a "Trade Secret". The Owner will maintain the confidentiality of such trade secrets to the extent provided by law.

1.1.14 **PENDING LITIGATION:** EOM shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. If the Owner, at any time, discovers that they have an outstanding claim, or financial dispute with EOM or any of its subsidiaries, the contract will be terminated. EOM acknowledges that in performing this contract for the Owner, they shall not utilize any firms that have been a party to any of the above actions. If EOM engages any firm to work on this contract that is later debarred, EOM shall sever its relationship with the firm with respect to Owner contract.

EOM will need to read and complete the certification regarding debarment, suspension, ineligibility, and voluntary exclusion included as part of this contract as Attachment B.

1.1.15 **PERSONNEL:** EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.

1.1.16 **PATENT INDEMNITY:** Except as otherwise provided, EOM agrees to indemnify Effingham County and its officers, agents and employees against liability.

1.2 DEFINITIONS

1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the base services defined in Section 2 through 2.6.48 of this Agreement for the term of the Agreement. The Base Fee is specified in Section 4.1 and will be renegotiated upon Agreement expiration. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.

1.2.2 "Changes in Scope of Services" mean those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long-term events (greater than contract term). Such events or services include, but are not limited to, services and/or cost presently the

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responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

- 1.2.3 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, but are related to or similar in nature to the services contemplated under this Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.
- 1.2.4 "Preventative Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.
- 1.2.5 "Project" means all equipment, vehicles, grounds and facilities described herein, located within the municipal boundaries and/or Owner's currently owned facilities lying outside of the municipal boundaries.
- 1.2.6 "Repairs Costs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety and performance generally resulting from failure of or to avert failure of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.

2 SCOPE OF SERVICES – EOM

EOM SHALL:

- 2.0 Provide operational and management services which shall be defined to include the Owners Department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment. These operational services shall be provided by full time EOM staff working and serving as the public works, fleet maintenance and water / sewer departments, with access to support staff of other EOM employees, to be headquartered in an office to be provided by Owner.
- 2.0.1 Owner shall be provided with a formal monthly status report on each department managed by EOM. All data, agency transmittals and monthly status reports are considered property of the Owner.
- 2.0.2 All work is to be performed in accordance with the Effingham County purchasing policy guidelines and should have the approval of the administrator or a designated county employee.
- 2.0.3 EOM shall operate all county vehicles in accordance with Effingham County's Vehicle Policy. EOM employees will operate and use Equipment within the guidelines provided in the Vehicle Policy of a County Employee. Equipment shall not leave the Project unless it is being relocated to avoid an impending natural disaster without prior written approval from the Administrator or his designee.

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- 2.0.4 EOM will forward calls from the current Public Works phone line to their call center. During normal business hours work orders will be generated and a summary of calls received and the resolution to the call incorporated into the monthly report.
- 2.0.5 EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. A priority matrix will be applied to determine urgency of calls and all prioritized emergencies will be responded to within one hour.
- 2.0.6 EOM will bring all major maintenance and permit compliance issues to the Owner's attention as soon as possible.
- 2.0.7 EOM agrees to provide job-related training for personnel in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe to qualify for such certificate, license or authority. EOM will establish a Drug-Free Workplace for EOM employees working at the Owner facilities by requiring drug screening of all new employees and will allow for random drug testing. Costs associated with random Drug Testing will be provided by the Service Provider.
- 2.0.8 EOM shall place at each permanently staffed Project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This Program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.
- 2.0.9 EOM shall document all preventive maintenance and repairs in each area of service provided and a summary will be incorporated into the monthly report.
- 2.0.10 EOM shall staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement and, where appropriate, have met the certification requirements mandated by the State of Georgia. The owner can request staff reassignment or dismissal of specific EOM staff from the Owners project .
- 2.0.11 EOM shall provide Owner, through the budget preparation process, a list of all anticipated capital expenditures for the following fiscal year.
- 2.0.12 EOM will provide assistance to other county departments as long as these tasks are requested in writing, can be scheduled during regular business hours, do not affect the completion of in scope work and do not require hiring of additional personnel.
- 2.0.13 EOM shall within the design capacity of the Waste Water Treatment Plant, Water Wells, and Collections System affect the operation of said systems to coincide with requirements specified by the State of Georgia and U.S. EPA for Public Water Systems, the Clean Water Act, National Primary Water Treatment Regulations, and

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the National Pollution Discharge Elimination System. EOM shall notify the owner if the design capacity of any managed facilities has reached its limit or usable life and shall not be held liable for any violations stemming from these deficiencies.

2.1 WASTEWATER TREATMENT PLANT

- 2.1.1 EOM shall prepare and submit transmittals and all regulatory reports pertaining to routine operation and maintenance of Owner's Wastewater Reclamation Facility to appropriate agencies.
- 2.1.2 EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems.
- 2.1.3 EOM shall provide oversight of all laboratory testing and sampling currently required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time
- 2.1.4 EOM shall provide timely DMR reports and insure submittal to EPD as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.
- 2.1.5 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Wastewater Reclamation Facility as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.
- 2.1.6 EOM shall provide consulting and assist in obtaining bids per the County purchasing policy on out of scope repairs to the plant appurtenances as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.1.7 EOM shall perform routine maintenance such as repainting of plant appurtenances and mowing and maintaining of spray fields and the Water Reclamation Facility site.
- 2.1.8 EOM shall facilitate all state mandated sampling and laboratory testing. Owner shall be responsible for any lab fees charged by outside agencies.

2.2 WATER PRODUCTION

- 2.2.1 EOM shall create custom field manuals, for the operational inspections and checks, to ensure proper operation of the Owner's facility. This will be done within 6 months to ensure wells are being maintained so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.
- 2.2.2 Within 6 months EOM shall create custom Well check procedures and provide them to the Owner, to ensure proper operations and maintenance of the Wells.
- 2.2.3 Within 6 months EOM shall develop and provide to the Owner compliance monitoring schedules and an execution plan of said schedules, to ensure EOM

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employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

- 2.2.4 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Water Distribution System as required by Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time.
- 2.2.5 EOM shall provide consulting and assist in obtaining bids per the County's purchasing policy on repairs to the Water Wells as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.2.6 EOM shall manage the flushing program to minimize the amount of water flushed while maintaining compliance with Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time. All water flushed shall be metered and recorded and a summary incorporated into the monthly report

WELL SYSTEMS

Court House/Landfill Well	Well #0 Springfield Central
Berryville Well	
Hunter's Chase/Abbey Lane	
SouthBrook	
Greenbrier	
IDA/I-16 Well	

BACKUP WELL SYSTEMS

Caribbean Village--Antigua
Goshen Commercial Park
South Effingham Elementary School
South Effingham Middle/High Schools

2.3 LIFT STATIONS

- 2.3.1 Within 6 months EOM shall create custom Lift Station check procedures to ensure proper operations and maintenance of the Lift Stations.
- 2.3.2 Within 6 months EOM shall develop and furnish to the Owner compliance monitoring schedules and execution plan of said schedules, to ensure employees are providing correct and active testing procedures.
- 2.3.3 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Lift Stations to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed
- 2.3.4 EOM shall provide labor for all routine electrical repairs on lift stations including replacing contactors and components.

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- 2.3.5 Any changes to the number and scope of lift station services shall be subject to an increased scope charge and will be negotiated with Owner prior to EOM Operation of any new lift or unlisted station facilities.

LIFT STATION LISTING

Station ID	Station Name	PS#12	Old Augusta Rd
PS#01	Marlow Elem.	PS#13	Timberlake
PS#02	South Bend	PS#14	Staffordshire
PS#03	South Eff. Elem.	PS#15	Settlers Point
PS#04	Hodgeville Rd	PS#16	Park West Phase II
PS#05	Park West	PS#17	Red Oak
PS#06	Exley Tract	PS#18	Summer Station
PS#07	Greystone	PS#19	Cedar Ridge
PS#08	Blandford Elem.	PS#20	Laurel Mill
PS#09	Learning Treehouse	PS#21	Blandford Crossing
PS#10	Windfield	PS#22	Saddleclub @ Belmont Glen
PS#11	S.E.P./Buckingham	PS#23	Laurel Grove

2.4 COLLECTIONS AND DISTRIBUTION

- 2.4.1 EOM shall provide consulting on general record keeping, in regards to process of operational management of the Owner's collections and distribution system.
- 2.4.2 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Collections and Distribution system as to assist Owner's employees to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.4.3 EOM shall as soon as possible, but in any event, within one (1) hour of being notified or otherwise learning of a break or leak, affect proper repair of any water distribution system leaks or breaks which occur within any water and/or service lines up to and including the water meter. EOM shall not be responsible for repair of any leaks or breaks in water service lines from the meter to the dwelling. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction.
- 2.4.4 EOM shall read all water meters monthly and provide the readings to Finance for processing. Meters will be read as required by the Owner's schedule and shall be accomplished in a maximum of two days. Meters shall also be read when accounts are opened or closed or upon request by the Finance Department
- 2.4.5 EOM will perform services for new water and reuse meter installations within three (3) working days after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or

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circumstances outside of the control of EOM which prevent installation, in which case, such work will be completed as soon as the parts are obtained.

- 2.4.6 EOM shall perform all Owner issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs and malfunction (still) meter replacements in a timely manner and in no event later than the third (3rd) working day after receipt of the work order, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent the completion of such work, which may include but not limited to the issuance of an excessive number of meter install requests, which for these purposes shall be defined as (6) six in any one day, in which case such work will be completed as soon as parts are obtained and labor can be scheduled accordingly. EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. The Owner may request a re-connect of water service after hours which for this purpose shall be defined as no more than (2) per month. EOM will coordinate with the owner regarding the urgency of a call with regard to disconnects.
- 2.4.7 EOM shall provide meter testing, calibration and replacement as required by Effingham County's Water Meter Calibration, Repair and Replacement Program. Water meters that are ¾" will be tested by EOM personnel. All other meters shall be either replaced or verified by our partnered 3rd party vendor and shall be paid for by the Owner.
- 2.4.8 EOM shall maintain an active leak detection program for sanitary sewer mains and manholes and provide repairs as required. A listing of potential problems and items which have been resolved should be included in the monthly report.
- 2.4.9 EOM shall provide water and sewer line locates within three (3) business days of receiving the request from Georgia 811.
- 2.4.10 EOM shall respond to blockages upon one (1) hour notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for EOM's use, EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free flowing conditions. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor.

2.5 PUBLIC WORKS

- 2.5.1 Within 6 months EOM shall develop and implement schedules for maintaining all easements, ditches and canals owned by Owner for the use of stormwater drainage.
- 2.5.2 Within 6 months EOM shall develop and implement schedules for maintaining all tree and brush limb trimming on county owned rights of way.

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- 2.5.3 Within 6 months EOM shall develop and implement schedules for routine maintenance of all dirt roads owned and maintained by Owner.
- 2.5.4 EOM shall ensure new street signs are installed and that all street signs that are damaged or don't meet state and federal standards are repaired or replaced in a timely manner. Missing or damaged stop signs shall be replaced within two hours of being notified or otherwise learning of the missing or damaged stop sign.
- 2.5.5 EOM shall develop a listing of roadways, evaluate the listing of roadways, provide a schedule of recommend roads for repairs , seek direction from the Owner as to which roadways are to take precedence and ensure that all damaged roadways which pose a hazard to the public safety are repaired in a timely manner . The scope of these services includes motor grading as well as pothole repair. For these purposes, a pot hole shall be defined as any breach in an asphalted public road surface no more than 2 inches in depth and 24 inches at its widest point. All road repairs beyond these parameters shall be negotiated with the Owner regarding Best Management Practices (BMP) per occasion. This listing should be placed within the monthly report. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction. EOM will as requested oversee road projects which are bid out by the Owner.
- 2.5.6 EOM shall ensure that all drainage blockages are removed in a timely manner.
- 2.5.7 EOM shall remove sediment buildup from county roadway shoulders to avoid trapping water on the roadway as needed. EOM shall be responsible for all related traffic control in accordance with the Manual on Uniform Traffic Control Devices.
- 2.5.8 EOM shall mow all grass within the Owner's right of way not included in a separate grass cutting agreements with private individuals as noted in RFQ No. 14-005 and additional roads added on July 27, 2015 and State DOT.
- 2.5.9 EOM shall remove all dead trees which pose a hazard to the public from Owner's rights of ways.
- 2.5.10 EOM shall place sand on Owner's bridges when there is an eminent danger of ice forming on the bridge.

2.6 FLEET MAINTENANCE

EOM will be required to provide at a minimum the following fleet management and maintenance services:

- 2.6.1 General: EOM will provide preventive maintenance, remedial repairs and overhaul, major component repairs and overhauls, coordination of transmission repairs, coordination of accident repairs resulting from collision, misuse, abuse, or vandalism, mobile service, tire service, welding and fabrication, coordination of glass replacement, sheet metal replacement, and rust and body repairs.

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- 2.6.2 **Labor, Parts and Equipment:** EOM will furnish all required supervision, labor, and tools (both specialty and hand) required to maintain the Owner's fleet that is in a "state of repair" and service that is consistent with generally accepted fleet practice as further defined herein.
- 2.6.3 **Contracted/Non-Contracted Services:** EOM will develop a system and methodology for the repair and replacement of Owner owned vehicles and equipment and will provide permanent daily staffing and labor associated therewith.
- 2.6.4 **Personnel:** EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.
- 2.6.5 **Service Uniforms:** EOM will stock and supply uniforms for all employees in Vehicle Maintenance which identifies the name of EOM and the employee.
- 2.6.6 **Safety:** EOM will implement a safety program and will provide training for all personnel in the areas of operation, maintenance, safety, supervisory skills, certifications, etc, related to the contracted services.
- 2.6.7 **Training:** EOM shall provide continuing training for all EOM personnel. This training shall be sufficient to insure the least amount of downtime for repairs. A proposed training schedule must be included in proposal submittal.
- 2.6.8 **Performance Standards:** EOM will be required to deliver high quality services that can be audited against established standards, in a cost effective manner, with full reporting and accountability to Effingham County.
- 2.6.9 **Quality Standards:** EOM and their employees are expected to perform their duties in professional, service-oriented manner. Adherence to quality standards will be required.
- 2.6.10 **Procuring, Stocking and Issuing Parts:** EOM will, on behalf of the Owner procure, stock and furnish all parts, materials, supplies and fluids required for the operation and maintenance of all County vehicles in accordance with good parts management practices and will meet all relevant OEM and Owner standards/specifications. EOM will maintain a perpetual inventory of all parts, materials, supplies, and fluids in the Fleet Management Information System. An automated parts inventory system acceptable to the Owner to properly track and account for inventoried parts is the Service Provider's responsibility. In the event of cancellation of this contract, all computerized information regarding the parts operation along with hard copy records shall be provided to and will become property of the Owner.
- 2.6.11 **Access to Parts Room:** EOM will be responsible for the security of the parts room and will provide the Owner access to the facility as required to assure Contract

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performance or for facility maintenance purposes. The Owner retains the right to use and enter the parts room in the case of emergency or disaster, if so required, until EOM arrives on-site.

- 2.6.12 **Quality of Parts to be furnished:** Parts furnished to the Owner will meet or exceed the quality of the parts furnished originally for the equipment (OEM). Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.
- 2.6.13 **Warranties:** EOM will be required to maintain and provide upon request to the County all manufacturers' warranties, warranty adjustments, including extended warranty adjustments, and any refunds from warranty adjustments.
- 2.6.14 **Tires:** EOM will on behalf of the Owner, procure all tires. All tires furnished must be steel belted radials of the same quality, performance, and load range currently utilized on Owner equipment. Tires, except as indicated in Preventive Maintenance Schedule, must be replaced on all equipment when tread life reaches a minimum of 3/32 inch on any portion of tire. Recaps may be utilized for any equipment excluding passenger vehicles over one (1) ton on rear axles only. Recaps shall not be used on steering axle.
- 2.6.15 **Tire Service:** EOM will repair all fleet tires and will manage the tire recap program. EOM will also fix or replace flat tires at breakdown site to minimize equipment downtime. Tire plugs may be utilized on all equipment except those designated as emergency equipment (Police, Fire, EMS, etc.). Under no circumstances shall a tire plug be utilized to repair a side wall. EOM shall provide on-site wheel balancing service for all tires up to size 11.00R22.5. All other sizes may be balanced at an outside source as needed.
- 2.6.16 **Re-repair:** Re-repair for the purpose of this contract, is defined as the repair of the same failure within the warranty period due to parts failure, misdiagnosis, or mechanic's error. EOM shall track and identify re-repair work for these repairs.
- 2.6.17 **Accidents:** All repair costs due to accidents are the responsibility of the Owner and as such are not included in the contract cost except for administrative costs associated with facilitating the processing of accident repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policies and in accordance with the Owner's insurance carrier, transportation of equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. When prior written authorization is given by the County Administrator and/or the Finance Director, the Owner will pay for accident repairs that are not covered by insurance. A County incident report along with a police report shall accompany all accident repairs. Effingham County will be responsible for filing all insurance claims.
- 2.6.18 **Misuse, Abuse or Negligence of Equipment:** The Owner wishes to have knowledge of any suspected misuse, abuse or negligence of equipment by its employees, or failure of any employee to deliver vehicles or equipment for scheduled preventive maintenance. Therefore, EOM shall alert the County Administrator and/or the

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Finance Director immediately when any type of abuse, misuse or negligence is suspected. Repair costs due to Owner employee misuse, abuse, or negligence is to be included in the contract cost.

- 2.6.19 Vandalism:** EOM shall also be responsible for processing of vandalism repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policy and Procedures, transportation of vehicle/equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. The Owner will pay for any vandalism repair when prior written authorization is given by the County Administrator and/or the Finance Director. A County incident report along with a police report shall accompany all repairs to vandalized equipment. Effingham County will be responsible for filing all insurance claims that have a damage estimate that exceeds \$2,500.
- 2.6.20 Welding and Fabrication:** Welding and fabrication are an integral part of the fleet operation and all costs including welding rod/wire, supplies, protective clothing and all materials, etc., are the responsibility of Owner to procure and provide to EOM.
- 2.6.21 Major Component Failure/Repair:** Failure/repair of major components such as engines, transmissions, rear axles, etc., are the responsibility of EOM to work on with personnel under EOM or Sublet as may be needed.
- 2.6.22 Outside Repairs/Sub-contracting:** EOM will be responsible for arranging and managing the conduct of outside repairs, which can be performed more effectively by a sub-contractor.
- 2.6.23 Roadside Services:** EOM will provide routine and emergency road call services for the entire County fleet. EOM will provide an "on call" service technician to expeditiously handle vehicle breakdowns on a continuous, 24 hour, 7 days per week basis. EOM will tow or make towing arrangements for any County owned or leased vehicle requiring this service regardless of whether or not the cause is an authorized repair or another incident. During normal operating hours and after normal business hours, EOM will respond to call and have a mechanic physically at location of breakdown within 1 hour and 30 minutes if located within Effingham County. Time limits may be extended when adverse weather conditions exist. All service calls "outside" Effingham County will be responded to within a reasonable and mutually agreed upon time. Owner shall be responsible for any towing costs for EOM maintained County vehicles.
- 2.6.24 Minor Repairs:** EOM will provide a "quick fix" function for repairs of less than one hour duration when the vehicle operator chooses to wait for the service. This service shall be offered at all times during normal operational hours and will be provided as contract services. Priority for repairs to Emergency Response and Law Enforcement vehicles will at all times be enforced.
- 2.6.25 Limit to Extent of Repairs:** EOM will be required to make specific repairs to vehicles and equipment as further identified in the Preventive Maintenance Schedule included herein in Section 2.6.29 and by County departments. Repairs shall be

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made as required, limiting the nature and extent of the repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. Repairs estimated to exceed \$1,500.00 must be analyzed by EOM to determine the repair's cost effectiveness and specifically approved by the County Administrator and/or the Finance Director. **Repair expenses on any one vehicle are not to exceed \$3,000.00 in any one fiscal year without administrator approval.** When equipment replacement appears to be more cost effective than repairing or it is deemed that it is uneconomical to repair a vehicle based on its age and condition, a recommendation shall be presented to the County (in writing) for a final decision whether to repair or retire the vehicle or piece of equipment.

- 2.6.26 **Vehicle Preparation Services:** EOM will be required to prepare all newly acquired vehicles and equipment for service. Preparation Services will at a minimum include, but is not limited to: inspections, services as required, cleaning, rust proofing, decals, stripes, fabrication and installation of special equipment and hardware, transfer of serviceable special equipment from old units and coordination/cost of radio equipment installation. EOM will also be responsible for coordinating the acquisition or transferring of license tags through the Owner's Purchasing Department. New Equipment will be prepared as listed herein and delivered to user department within five (5) working days after receipt of equipment or vehicle from dealer.
- 2.6.27 **Manufacturers' Recalls:** EOM will be required to ensure that all recall notices are reviewed and that prompt action is taken. When action is completed, the appropriate user department will be notified.
- 2.6.28 **Preventive Maintenance:** Services Provider will be required to provide Effingham County, on a quarterly basis, full documentation of preventive maintenance being performed in accordance with manufacturer's recommendations. Preventive maintenance program must include documentation of corrective and preventive maintenance provided and a detailed inventory of spare parts. All Preventive Maintenance Services provided will at a minimum meet the following Preventive Maintenance Standards:
- 2.6.29 **PREVENTIVE MAINTENANCE- MINIMUM REQUIREMENTS:**
- A. **Preventive Maintenance- Definition:** It shall be the responsibility of EOM to develop and implement a preventive maintenance (PM) program to service all vehicles and equipment to the satisfaction of the County Administrator and/or the Finance Director. The PM Program shall be made available to the Owner within 6 months from the start of services. Preventive maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis to facilitate operations with a minimum of downtime. The PM program shall be presented in detail in the proposal and shall be designed in accordance with recognized fleet management practice and shall meet the terms and conditions required to comply with the original equipment manufacturer (OEM) specifications, warranties and recommendations, unless otherwise approved in writing by the County. The approved PM shall, at a minimum, include the specifications outlined herein, and be in conjunction with the

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manufacturers PM schedules. The PM schedules are subject to change if approved by the County Administrator and/or the Finance Director.

- B. **Preventive Maintenance Program:** Preventive maintenance shall be performed on all Owner owned and leased vehicles and equipment listed in Appendix A and any vehicles that may be added to the fleet, as long as such additions do not increase the total fleet size by more than ten percent 10%. If the fleet increases more than 10% the contract rates can be re-negotiated.
- C. **Preventive Maintenance Scheduling:** Preventive maintenance shall be scheduled on a usage basis, with calendar time override. That is, each vehicle and piece of equipment shall be scheduled for preventive maintenance based on a usage limitation (miles or hours) or calendar time since the last PM, whichever comes first. EOM shall complete and file an "Inspection Form" approved by the County Administrator and/or the Finance Director for each PM service performed on each vehicle or piece of equipment. It shall be the Service Provider's responsibility to develop and implement a PM scheduling system that provides immediate notification to Owner user departments when PM services are scheduled for their vehicles. This schedule shall provide vehicle user departments not less than a ten (10) working day notice that a vehicle is due for PM. The Service Provider's site manager shall work with user departments to schedule the actual date of service.
- D. **Preventive Maintenance Equipment Transportation (Responsibility):** It is the responsibility of the Owner user departments to transport equipment to the Fleet Maintenance Facility for PM services when scheduled, with the following exceptions:
1. Fixed equipment not capable of being moved to the garage shall be provided PM inspections and maintenance in the field at set interval by means of a field service truck program.
 2. Heavy construction type equipment that is in use at a remote site that, due to size, makeup, project completion suspensions, or cannot effectively and/or efficiently be transported to the garage in a timely manner. This equipment shall be provided PM inspections and maintenance in the field at set intervals by means of a field service truck program.
- E. **Preventive Maintenance Intervals:** Preventive maintenance services and service intervals shall meet all specifications as listed herein. Any equipment not covered in this section shall meet or exceed original equipment manufacturers recommendations for such services.
- F. **Preventive Maintenance Scheduling New Equipment:** As part of placing in service newly acquired equipment, the Service Provider's PM supervisor and the County Administrator and/or the Finance Director shall jointly review the proposed PM schedule to be followed specifically for that piece of equipment.
- G. **Preventive Maintenance Oil Analysis Program:** Where cost effective, EOM will recommend and implement an oil sampling program for use as a diagnostic aid in determining early detection of problems.

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H. Preventive Maintenance Coolant Analysis Program: Where cost effective, EOM will recommend and implement a coolant sampling program for use as a diagnostic aid in determining coolant/coolant filter change intervals and for early detection of engine cooling system problems.

I. Preventive Maintenance:

PREVENTIVE MAINTENANCE SCHEDULE "A"

Perform items 1-17 every 7,500 miles or four months, whichever comes first on all cars, light trucks (1 ton or below) Vans, Utility Vehicles, etc. Exceptions from the PM work will be considered if justified and approved by the County Administrator and/or the Finance Director.

1. Safety Checklist:

The following items must be inspected, serviced, and repaired at every P.M.:

Headlights

(1) High Beam

(2) Low Beam

Beam Indicator Light

Parking Lights

License Plate Light

Tail Lights

Stop Lights

Clearance Lights

Directional Signals

Hazard/4 way lights

Emergency brake

Steering mechanism and suspension including tie rods, draglink, pitman arm, ball joints, etc.

Windshield wipers and washers

Horn

Tires-record tread depth of all tires; a minimum of 3/32 tread depth shall be maintained.

Rear view and side mirrors

Exhaust system, exhaust hangers and clamps

Back-up alarms

2. Inspect, service, and repair all interior lights.

3. Inspect, service, and refill fluid levels of coolant, windshield washer solvent, transmission, differentials, power steering units, and brake fluid.

4. Inspect, service, and repair battery, charging system terminals, cables and box.

5. Inspect, service, and repair heating/air conditioning system.

6. Inspect, service, and repair frame, cross members and body joints.

7. Inspect, service, and repair operation of the engine starting circuit.

8. Inspect, service, and repair drive shaft, U-joints, and CV joints and boots.

9. Inspect, service, and repair any oil, fuel, coolant or other fluid leaks.

10. Inspect, service, and repair air and emission filters and valves, as needed.

11. Inspect, service, and repair hoses, clamps, and belts.

12. Inspect, service, and repair operation of all gauges.

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13. Inspect, service, repair and lubricate all grease points on chassis, hinges, locks, suspension, hydraulic systems, etc.
14. Inspect, service, repair and change engine oil and filter.
15. Inspect, service, and repair tires. Replace at 3/32 inch tread life.
16. Beam/Ray, shotgun rack, siren, emergency equipment, etc., if Sheriff.
17. Inspect, service, and replace air cleaner as necessary.
18. Inspect, service, and repair emissions system as required by original equipment manufacturer.
19. Rotate and balance tires.
20. Inspect, service, repair, and perform minor tune up as necessary.
21. Inspect, service, repair, replace and adjust brake components (pads, shoes, rotors, drums, hardware, hoses, etc.) as required. NOTE: Every brake job shall include a new brake hardware kit, which includes spring, hold-downs, rollers, etc.
22. Perform road test.
23. Air cleaner element. Inspect service and repair.
24. Cooling system. Inspect, service and repair.
25. Scope engine. Inspect, service and repair.

PREVENTIVE MAINTENANCE SCHEDULE "B":

Perform items 1-10 every 45,000 miles or 12 months, whichever comes first:

1. Perform Preventive Maintenance Schedule "A".
2. Inspect, remove, clean, repair or replace, and re-pack wheel bearings and spindles.
3. Inspect, service, and repair transmission, which includes, but not limited to, adjustment, fluid change and filters as required.
4. Inspect, service, and repair front end alignment.
5. Inspect, service, repair and tune engine to include replacement of spark plugs, ignition wires, distributor cap, rotor, and any other items necessary for a complete tune-up (if so equipped).
6. Drain, flush, and replace differential gear lubricant. (Limited slip differentials must have special lubricant added.)
7. Inspect, service, repair, and perform diagnostic engine analysis. (Printout must be attached to work order.)
8. Drain, flush, and replace engine coolant (ethylene glycol).
9. Remove all wheels, inspect all brakes (replace linings/pads, rotors/drums at manufacturers recommended specifications), measure drums and/or rotors (measurements must be noted on work order), replace all seals, etc. NOTE: Every brake job shall include a new brake hardware kit, which includes springs, hold-downs, rollers, etc.
10. Inspect, service, and repair interior, seats, knobs, doors, carpet, switches, headliners, etc.

PREVENTIVE MAINTENANCE- SPECIAL REQUIREMENTS:

- A. Sheriff Patrol Vehicles, Fire & Emergency Medical Service Units: Schedule A to be performed at 5,000 miles or every 3 months and Schedule B to be performed at 30,000 miles or every 12 months and a minimum of 5/32 inch of tire tread depth shall be maintained. If brakes are more than half worn, reline.

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B. Heavy Equipment/Off Road (Includes all construction equipment, road graders, backhoes, front end loaders, excavators, draglines, mulchers, compressors, rollers, etc.) Perform the following items 1-3 every 200 operating hours or three months, whichever comes first.

1. Perform Preventive Maintenance Schedule "A" (Applicable items only)
2. Inspect, service, repair power train, and hydraulic and electrical systems.
3. Inspect, service, and repair air cleaners as required.
4. Perform Preventive Maintenance Schedule "B" (Applicable items only).
5. Inspect, service, and repair air/oil/water separator filter system.
6. Inspect service, and repair cables on the dragline.
7. Inspect, service, and repair power train, hydraulic and electrical system.

Perform the following items 8-11 every 800 hours or 12 months, whichever comes first.

8. Perform Preventive Maintenance Schedule "C". (Applicable items only)
9. Inspect, service, and repair air/oil/water separator filter system.
10. Inspect, service, and repair cables on the draglines.
11. Inspect, service, and repair power train, hydraulic and electrical system.

C. ATV/Scooters: ATV/scooters shall have a minor service every three months and a major service six months. These services shall follow the guidelines recommended by manufacturer.

D. Tractors/Mowers: Tractors utilized for mowing and other related services shall be serviced every 100 hours of operation or three months, whichever comes first. Because these units work in highly dirty conditions constantly, they shall receive a PM-B at every scheduled service and a PM-C every 12 months.

E. Light Duty Trailers (up to one ton): Provide a semiannual safety inspection, complete lubrication, re-pack wheel bearings and repair as required.

F. Heavy Duty Trailers (over one ton): Provide quarterly (every three months) safety inspections and complete repair and lubrication (including operation of "live" floor) in accordance with the Federal Motor Carrier Regulations.

G. All Preventive Maintenance Schedules: Inspect, service, repair, road test and correct deficiencies.

H. Annual Requirements: Provide inspection and testing of equipment and vehicles in accordance with any state or federal law. Such inspections and tests shall be performed by properly authorized and licensed mechanics.

2.6.30 Emergency Response/Disaster Recovery: Within six months, EOM will develop and implement emergency action plans for all possible emergencies, including procedure for heightened security alerts and disaster recovery efforts as it pertains to the departments included in the scope of this contract. Any billing regarding Emergency response shall be coordinated with the Owner to insure proper paperwork is kept in order to qualify for State and Federal disaster relief reimbursement and or funding.

2.6.31 Emergency Conditions: EOM will mobilize the shop and provide repair and maintenance services for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared and required by the County Administrator and/or the Finance Director on a 24-hour basis.

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- 2.6.32 **Fleet Management Information System:** EOM shall provide a Fleet Management Information System and will pay all costs for the system including warranties, maintenance agreements, licensing agreements, etc. Upon termination of this contract, EOM shall provide both hard and digital copies of the information stored on Service Provider's Fleet Management Information System. EOM shall not download, corrupt or delete any data associated with the contracted services. EOM will require running backups daily.
- 2.6.33 **Files:** The Owner shall provide its existing files and EOM shall maintain a complete file of service manuals, maintenance agreements, service bulletins, lubrication charts, and other such information needed to properly service and repair the Owner's fleet. A hard copy history folder shall be maintained, by EOM for each Owner vehicle or piece of equipment. This folder shall contain, in chronological order, all work orders generated specific to the vehicle or piece of equipment, correspondence of any description pertaining to the servicing of the vehicle (such as manufacturer recall orders or service bulletins), and Owner or EOM memoranda pertaining to service. In addition, the folder shall contain pertinent vehicle information such as make, model, year, VIN, etc.
- 2.6.34 **Warranty Records:** EOM will be responsible for maintaining all manufacturer warranties and guarantees on all existing equipment and vehicles owned by the Owner and all new vehicles and equipment acquired by the Owner during the term of the Contract.
- 2.6.35 **Monthly Report:** EOM will provide a consolidated monthly management report to be delivered to the County Administrator and/or the Finance Director and Department Heads on or before the 7th working day of each month, containing complete information for the previous month. The report both in PDF and Excel shall consist of a listing of all work orders completed by department. The listing will include the equipment, short description of work, hours needed, labor costs, overhead, admin/mgmt. fee, inventory, purchase orders, and any subcontractor costs to provide a total of each work orders cost.
- 2.6.36 **Financial/Accounting Records:** EOM will be fully responsible for accounting for all expenditures from budget line items assigned to them and initiated by them on a daily basis, weekly and monthly basis, and will provide all support documentation and audit records associated therewith. EOM will supply the reports listed below and/or build additional reports as requested by the owner.
- 1 A list of all vehicles repaired or maintained with cost breakdown and total, sorted by County Department and County Vehicle Number (this list shall be delivered by mail or email to each County department).
 - 2 The monthly billing will include invoicing for 1/12 payment of the vehicle maintenance direct labor and overhead of $\$340,000/12 = \$28,000$. This amount plus material used and subcontracted services.
 - 3 In order to make payment from the departments using the service, a monthly detail billing by department will be issued at the same time as the monthly billing.

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The monthly detail billing by department will include: Direct labor hours per work order, Direct labor charge cost (based upon multiplying a fixed average labor charge by the direct labor hours for each work order), applied Overhead (\$340,000/12 less the total direct labor charge cost which shall be applied based upon the direct labor hours per work order), material used, purchases, and the subcontract work to produce a cost per work order. Appendix B

4. Number of vehicles PM's scheduled/done sorted by Department.
5. Downtime by Department/Division and in total.
6. Cumulative records of subcontracted work.
7. Total parts cost and parts inventory level (listed in number and dollar value)

2.6.37 **Budget Preparation:** EOM will assist in the preparation of an annual operating budget and a suggested capital acquisition schedule during the month of March of each fiscal year.

2.6.38 **Facilities:** All facilities and associated equipment shall remain the property of Effingham County. EOM shall use the Owner facilities only for work on vehicles or equipment owned or leased by the Owner or other entities which have been approved in writing by the County Administrator and/or the Finance Director. The Owner will pay for telephone lines and all other utilities including water, sewer, trash collection and electricity.

2.6.39 The County fleet maintenance building will be shared, but the service provider's space – office shop, warehouse and provided equipment will be the responsibility of EOM for the term of the contract and shall be returned to the Owner upon completion of the contract in the same condition in which they were provided to the Service Provider, except for normal wear. Between the date of contract execution and the commencement of services, a complete physical wall-to-wall inventory of office, shop space, warehouse space and equipment shall be completed by representatives of the Owner and EOM to determine what EOM is responsible for. The inventory shall be counted by EOM quarterly. Physical facilities shall be maintained by the Owner including repairs, interior and exterior maintenance and/or renovations. EOM is responsible for informing the Owner of degraded conditions. EOM shall maintain equipment and facilities used by EOM such as: overhead doors, personnel doors, compressors, lifts, jacks, brake lathes, tire mounting/demounting equipment, drill presses, metal cutting equipment, wheel jacks and all other equipment provided by the Owner. EOM shall be responsible for interior housekeeping, janitorial maintenance and supplies.

2.6.40 **Facility improvements:** EOM will not make any physical improvements or changes to the facility without written authorization from the County Administrator and/or the Finance Director.

2.6.41 **Facility Inspection:** EOM will complete a daily (written) safety check of the entire Owner facility.

2.6.42 **Janitorial & Facility Maintenance:** EOM will maintain cleanliness of all areas of the facility, including the office, restrooms, shop areas, storage areas, and parking lot. Cleaning shall be performed prior to normal operational hours.

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- 2.6.43 Hours of Operation:** EOM will provide for the operation of the facility during the following hours: Monday through Friday, 8:00 A.M. to 5:00 P.M.
- 2.6.44 Holidays:** EOM's holiday schedule will mirror the county's holiday schedule:
- New Year's Day
 - Martin Luther King Jr. Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
- 2.6.45 Risk Management:** EOM will develop and implement a risk management system.
- 2.6.46 Preparation of Specifications:** EOM will assist the Owner in the development of bid specifications for Owner's vehicles, equipment, parts and other services associated with the daily operation of the facility and will comply with all Purchasing Policies and Procedures. Preparation of all specifications will be included as part of contract services.
- 2.6.47 Assistance with Auctions:** EOM will assist the Owner and/or Owner Contractor, twice a year, in the disposal of surplus vehicles, tools, and equipment or other such items approved by the Commissioners to dispose of through public auction or sealed bid. All labor and costs associated with the preparation of all surplus vehicles, tools, and equipment or assistance will be included as contract services. Auction preparation services will include, but is not limited to: removal of tags, decals, and special equipment and minor repairs to insure vehicles and equipment are in running condition for the auction. All vehicles, except for those sold for salvage, shall be washed and the interiors shall be cleaned. Paperwork associated with the decommissioning and disposal of each unit shall include: Removal of tags and registration; Decommissioning work order; Written notice to Purchasing regarding disposal of the vehicle, and Removal of fuel access device (i.e. card/Key).
- 2.6.48 Directed Work:** The County Administrator and/or the Finance Director may direct EOM to perform additional tasks under this Contract. EOM will perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the contract lump cost sum and shall be invoiced to the Owner on an agreed upon time and material basis. The time charged for such work shall not exceed that published in Motors Flat Rate Table, latest edition, when applicable.

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2.7 SCOPE CHANGES

- 2.7.1 A Change in the Scope of Services shall occur when and as EOM's costs of providing services under this Agreement change as a result of:
- 2.7.1.1 Any change in Owner's expectations in services that are outside the Scope of Work contained within this Agreement.
- 2.7.1.2 Owner's request of EOM, and EOM's consent to provide additional services. Owner and EOM shall negotiate an increase in EOM's Base Fee for these Changes in Scope.
- 2.7.1.3 At any time, Owner may request EOM to provide support services for Owner's capital projects and "out of scope" repairs. In this case, EOM shall propose a Scope of Services, schedule, and proposed price. EOM shall not proceed with any such capital project, repairs, and/or general maintenance services without express written authorization of the Owner.
- 2.7.1.4 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a *Force Majeure* event or Unforeseen Emergency Circumstances. Such Changes in Scope will be agreed upon by EOM and Owner and will be invoiced to Owner in an amount equal to EOM's cost plus fifteen percent (15%). All other scope changes deemed non-emergent will be invoiced to Owner in an amount equal to EOM's cost plus eight percent (8%) and shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide EOM with all access to Owner's facilities relating to the project and Scope of Services contained within this agreement.
- 3.2 Owner shall maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent thereof is not a responsibility of EOM hereunder.
- 3.3 The Owner agrees to not offer employment or other compensation to EOM personnel who directly worked for EOM prior to the this contract for a period of two (2) years after the end date of this Agreement or said employee's reassignment from this project. Should this contract terminate the Owner may offer employment to anyone not considered salaried management or anyone not employed by EOM prior to this contract that has been assigned to the Project.
- 3.4 Owner will provide to EOM all data in Owner's possession relating to the Project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner, but through the course of the project develops its own information to insure accuracy and completeness of information it is relying upon.
- 3.5 Owner shall continue to pay all operating costs and capital expenditures associated with the project. Any loss, damage or injury resulting from the Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM shall be the sole

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responsibility of Owner. A list of capital improvements and or funds requested shall be placed in monthly status report provided by EOM

4 COMPENSATION AND PAYMENT

4.1 COMPENSATION

4.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of \$1,684,000 for the first year of this Agreement. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each contract year renegotiation, EOM shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year base fee, EOM shall issue and invoice retroactively adjusting the previous Base Fee amount. Base fee does not include any parts, supplies, testing fees, subcontractor costs, etc. incurred by any department. Invoice will be submitted to the owner timely. Invoices from EOM to the Owner for purchases should be submitted within 30 days. The base fee will include a minimum 17 employees at an average of 40 hours per week to be used by all of the service departments. EOM shall include a listing of staffing and positions it is staging for each department included in the scope of this Agreement in the monthly report.

Public Works	Dept 25	\$923,500
Water & Sewer	Dept 105	\$308,100
Waste Water Treatment	Dept 61	\$165,900
Vehicle Maintenance		\$286,500
On-call Inspection Services		\$65.00 per hour

4.1.2 Changes in the Base Fee shall be negotiated annually, four (4) months prior to the expiration of the current term. Base Fee adjustments shall be negotiated using Labor and Benefits, and Other Direct Costs as the basis of adjustment for Base Fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown below.

BASE FEE ADJUSTMENT FORMULA ABF = BF x AF

Where:

ABF = BF x AF

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Section 4.1.1

AF = Adjustment Factor as determined by the formula:

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$$AB \quad [((ECI).50) + ((CPI).50)] + 1.02$$

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter of the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU101000000000(a)

- 4.1.3 The total amount for Public Works Operational and Emulsion Costs shall not exceed the Public Works Operational and Emulsion Costs limit of \$70,000 during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for each department included in the scope of this Agreement in the monthly report. EOM will notify the Owner if they believe the Public Works Operational and Emulsion Costs will exceed the Annual Public Works Operational and Emulsion Costs limit. EOM shall provide Owner with a detailed monthly invoice of Public Works Operational and Emulsion Costs and on a monthly basis Owner shall pay EOM for all Public Works Operational and Emulsion Costs
- 4.1.4 The Public Works Operational and Emulsion Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Public Works Operational and Emulsion Costs limit will be determined by the prior year's actual direct Public Works Operational and Emulsion Costs plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.
- 4.1.5 The total amount EOM shall be required to pay directly for Chemicals Costs shall not exceed the annual budgeted Chemicals limit of \$ 90,000.00 per year during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Chemicals in the monthly report. EOM will notify the Owner if they believe the Chemicals Costs will exceed the Annual Chemicals limit. EOM shall provide Owner with a detailed monthly invoice of Chemicals Costs and on a monthly basis Owner shall pay EOM for all Chemicals.
- 4.1.6 The Chemicals limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Chemicals limit will be determined by the prior year's actual direct Chemicals Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.
- 4.1.7 The total amount for Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs shall not exceed the annual Management and labor compensation fee of \$286,500. The Parts & subcontracted repair cost is budgeted at ~~\$161,022~~ \$250,000 during this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Parts Inventory in the monthly report. EOM will notify the Owner if they believe the Parts Inventory will exceed the Annual Parts Inventory limit. EOM shall provide Owner with a detailed monthly invoice of Parts Inventory Costs and on a monthly basis Owner shall pay EOM for all Parts Inventory.

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- 4.1.8 The Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs budget limit will be determined by the prior year's actual direct Parts Inventory Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2
- 4.1.9 Requests by Owner that are incidental to the Scope of Services shall be invoiced to Owner based upon a written quote and agreement between Owner and EOM at a negotiated cost of incidental services prior to the work being done.
- 4.1.10 In the event that a Change in Scope of services provided by EOM occurs, the Owner and EOM will negotiate a commensurate adjustment in Base Fee.
- 4.1.11 The services provided under this Agreement are based on reasonably expected overtime for normal services required after hours. Normal hours are considered 8:00 am to 5:00 pm 5 days per week. Any additional expenses including straight or overtime wages caused by *Force Majeure* event(s) or Unforeseen Circumstances will be billed to Owner for reimbursement.

4.2 PAYMENT OF COMPENSATION

- 4.2.1 EOM will bill the Owner for its base fee, and any expenditure paid for by EOM directly along with any out of scope item by the 10th of each month.
- 4.2.2 EOM's invoices are payable within fifteen (15) days of receipt by the Owner, unless the billing is for purchases or work over 30 days old, in which case the invoices will be payable within thirty (30) days.
- 4.2.3 Owner shall pay interest at an annual rate equal to five percent (5), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days on billing provided timely by EOM, or thirty (30) calendar days if the billing is for purchases or work over thirty (30) days old, such interest being calculated from the due date of payment. EOM must keep its vendors paid timely. If vendors with whom EOM conducts business with on behalf of the Owner are not paid the Owner may deduct the amounts from EOM bills to insure that any parts, supplies, testing fees or sub-contractor bills are paid.
- 4.2.4 Advance payments prior to any work shall not be granted unless specified in writing.
- 4.2.5 Progress payments or draw shall not be granted unless specified in writing.
- 4.2.6 Notwithstanding any other payment provisions of this contract, failure of EOM 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 EOM. The County will immediately notify EOM of its intention to withhold payment of any invoice or voucher submitted.

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5 TERM

- 5.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for twelve (12) months commencing July 1 2017 and shall terminate absolutely and without further obligation on the part of Effingham County on June 30, 2018. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional two (2) years. Any subsequent Agreement shall be subject to approval of both parties.
- 5.2 This agreement may terminate with the negotiation, between Owner and EOM, on operational changes in Scope of Services. At this time another Contract Agreement of Services will be negotiated and entered into with Owner and EOM based on Good Faith negotiations.

6 TERMINATION**6.1 Termination for Cause**

- 6.1.1 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of EOM's invoices, neither party shall terminate this Agreement without giving the other party thirty (60) day's written notice of intent to terminate.

6.2 Termination for Convenience

- 6.2.1 Owner may terminate for convenience, without cause, upon sixty (60) days written notice to EOM. In such case, EOM shall be paid for work performed prior to the effective date of termination. EOM 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.

7 INSURANCE

- 7.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

General Information that shall appear on a Certificate of Insurance:

- a. Name of Producer (contractor's insurance Broker/Agent).
- b. Companies affording coverage (there may be several).
- c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- d. A Summary of all current insurance for the insured (includes effective dates of coverage).
- e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- f. Certificate Holder (This is to always include Effingham County).

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- 7.2 **INSURANCE PROVISIONS:** EOM 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contract amount. **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 to be included as an additional insured on insurance contracts.**
- 7.3 **LIMITS OF INSURANCE:**
Effective coverage shall have the following limits:
- a. **Commercial General Liability:** Coverage will be provided with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
 - b. **Worker's Compensation and Employer's Liability:** Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed.
 - c. **Comprehensive Automobile and Vehicle Liability Insurance:** Coverage of One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or – leased motor vehicles, including onsite and offsite operations.
- 7.4 **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 contractor 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 provided in relation to this invitation.
 - d. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation 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

EOM Operations Contract 2017 - 2018

administration and defense expenses

7.5 INDEMNIFICATION:

EOM 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 the EOM or its subcontractors. EOM'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. EOM 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 EOM or his subcontractors or anyone directly or indirectly employed by any of them. EOM'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 EOM.

7.6 Owner and EOM will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

8 LABOR DISPUTES

8.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform services, provided under this Agreement, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders during any such disruption. EOM shall offer services on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

9 FORCE MAJEURE

9.1 Neither party shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon or as a result of any unforeseen occurrence, including but not limited to, (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial federal or other government body; (iii) labor disputes, strikes, work showdowns or work stoppages, but excluding labor disputes, strikes, work showdowns or stoppages by employees or EOM; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking *Force Majeure* clause

EOM Operations Contract 2017 - 2018

shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

10 ACCESS TO FACILITIES AND PROPERTY

10.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will secure access to any other Owner property as necessary for performance of EOM's services.

11 CHANGES

11.1 Owner and EOM may mutually make changes regarding the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to this Agreement, all of which must be executed by both parties.

12 NO THIRD-PARTY BENEFICIARIES

12.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and has no third-party beneficiaries.

13 JURISDICTION

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

14 SEVERABILITY

14.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15 ENTIRE AGREEMENT

15.1 Should any provisions of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this contract in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.

15.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

EOM Operations Contract 2017 - 2018

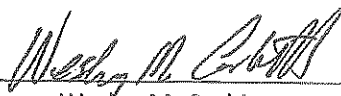
Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS, A DIVISION OF EOM
PUBLIC WORKS LLC

THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY

Authorized Signature

Authorized Signature



Name: Melissa Hurd

Name: Wesley M. Corbitt

Title: CFO/ Member

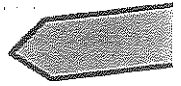
Title: Chairman

Date:

6/20/17

Date:

06/20/2017



EOM Operations Contract 2017 - 2018

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

[Handwritten Signature]
CONTRACTOR

6.20.17
DATE

[Handwritten Signature]
NOTARY

6/20/17
DATE



EOM Operations Contract 2017 - 2018

ATTACHMENT B

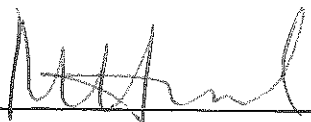
BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by execution of this contract, that neither EOM nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency, State of Georgia, Board of Education or local municipality. EOM agrees that by executing this contract they will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where EOM or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

Melissa Hurd

(Printed or Typed Name of Signatory)



(Signature)

6.20.17

(Date)

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

EOM Operations Contract 2017 - 2018

ATTACHMENT C
STATE OF GEORGIA - EFFINGHAM COUNTY

CONTRACTOR AFFIDAVIT

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

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

759319
EEV/ Basic Pilot Program* User Identification Number

2/28/14
Date Authorized to use E-Verify

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

6.20.17
Date

president
Title of Authorized Officer or Agent of Contractor

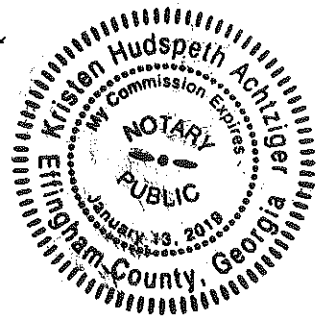
Melissa L Hurd
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20th DAY OF June 20 17

[Signature]
Notary Public

My Commission Expires: 20 19



EOM Operations Contract 2017 - 2018

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

ATTACHMENT D**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)**

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

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

EOM Operations Contract 2017 - 2018

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, as Melissa Hurd, president
Name of individual Title & Authority

EOM Operations, a Division
of of EOM Public Works LLC, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

[Signature]
Signature

State of: Georgia

County of: Bayan

Subscribed and sworn to before me on this 20th day of June 2016

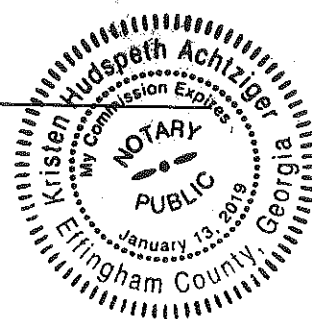
by Melissa Hurd representing him/herself to be
President of the company named.

[Signature]
Notary Public

My Commission expires:

January 13th 2019

Resident State: Georgia



EOM Operations Contract 2017 - 2018

ATTACHMENT E

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) EOM Operations, a division of EOM Public Works LLC
Name Melissa Hurd, (herein after "Company"), Title president

In consideration of the privilege to conduct work per this contract, hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of this contract;

B. That it is and shall be the policy of EOM to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in this contract;

E. That the failure of EOM to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

[Handwritten Signature]

SIGNATURE

6.20.17

DATE:

**AMENDMENT No. 1 TO
AGREEMENT
For
PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES**

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between the Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

- 1. This Amendment allows for the Agreement to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2018. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.**

The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date.

To the maximum extent permitted under applicable law and, in that regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A. §36-60-13 and they intend and agree that the provisions of the Agreement and any amendments shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

2. This Amendment allows for an increase in the Base Fee to \$2,124,000 with the following department breakdowns.

a. Public Works	\$985,800.00
b. Water & Sewer	\$296,000.00
c. Waste Water Treatment	\$257,200.00
d. Vehicle Maintenance	\$390,000.00
e. Ash Road Resurfacing	\$195,000.00

3. This Amendment allows for a change in department operating limits and structure to reflect the 2018-2019 approved budget. The total annual limits for operating costs pertaining to the scope of work outlined in the Contract shall not exceed \$190,000 for Public Works, \$333,500.00 for Water and Sewer, \$208,000.00 for Wastewater Treatment Plant and 307,300 for Vehicle Maintenance. Any non-emergency purchases over \$2500.00 must have prior approval by Owner. Repair expenses for any vehicle shall not exceed \$5,000 in any one fiscal year without Owner approval.

4. This Amendment allows for the continued use of inmate work detail.

5. This Amendment deletes Section 2.1.2 of the Agreement that reads "EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems."

6. This Amendment changes the reporting date listed in Section 2.6.35 to the 10th day of each month and adjusts the reporting breakdown to align with the 2017-2018 budget. The breakdown will include hours, inventory used, purchased parts, subcontractor costs and 1/12 of the base fee for this department.

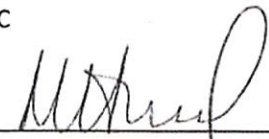
7. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

8. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Board of Commissioners of Effingham County

Authorized Signature 

Authorized Signature 

Name Melissa Hurco

Name Wesley M. Corbett

Title President

Title Chairman @ Large

Date 3/12/19

Date 3/12/19 06/07/2018

**AMENDMENT No. 2 to the
AGREEMENT**

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Operational and Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on September 1, 2019 and terminates on June 30, 2020 subject to the renewal provision in Paragraph 1 of Amendment No. 1 to Agreement for Public Works Operations Management Services.
2. This Amendment increases the Base Fee in the Agreement for the Public Works Operations Management Services. The increase will not take effect until the September, 2019 monthly payment.

The monthly payment schedule is as follows:

July 2019: \$177,000.00
 August 2019: \$177,000.00
 September 2019 – June 2020: \$181,500.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature Wesley M. Corbitt

Name _____

Name Wesley M. Corbitt

Title _____

Title Chairman

Date _____

Date 08/20/2019

AMENDMENT No. 3
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 3 (hereinafter referred to as "Amendment") is made by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on August 1, 2020 and terminates on June 30, 2021 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.
2. This Amendment allows for an increase in the annual Base Fee to \$2,248,800 for one additional full time employee in the water and sewer department as approved in the 2020-2021 Budget. The increase will not take effect until the August, 2020 monthly payment.

The monthly payment schedule is as follows:

July 2020: \$181,500.00
August 2020-Jun 2021: \$187,400.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

Board of Commissioners Effingham County

Authorized Signature *Wesley M. Corbitt*

Name Wesley M. Corbitt

Title Chairman

Date 09/15/2020

EOM OPERATIONS

Authorized Signature *Melissa Hurd*

Name Melissa Hurd

Title president

Date 9.23.2020

**AMENDMENT No. 4
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment No. 4 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

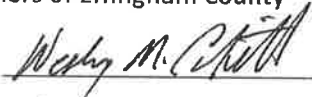
1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
 Name Melissa Hurd
 Title president
 Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature 
 Name Wesley M. Corbitt
 Title Chairman
 Date 10/19/2021

ewl

AMENDMENT No. 5
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

_____ 5
This Amendment No. ~~4~~ (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to \$2,351,632.
2. EOM shall provide a crane truck, as needed, for sewer pump station maintenance and repairs. This includes up to a total of 130 hours of truck usage for pump pulling activities.
3. This Amendment allows for a change in department operating limits and structure to reflect the 2022-2023 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. This Amendment allows for
5. This Amendment allows for the Contract to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2022. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.

The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those

services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date.


To the maximum extent permitted under applicable law and, in regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A §36-60-13 and they intend and agree that provisions of the Agreement and any amendments shall be interrupted and construed so as to be lawful and permissible under all circumstances under such statute.

6. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.


7. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
Name Melissa Hord
Title president
Date 6/21/22

Board of Commissioners of Effingham County

Authorized Signature 
Name Wesley M. Corbitt
Title Chairman
Date 06/21/2022

**AMENDMENT No. 6
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment No. 6 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21st, 2022 and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

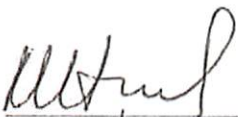
NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.


1. This Amendment allows for an increase in the Base Fee to \$2,797,025 which includes the addition of 3 new positions.
2. This Amendment modifies section 2.3.5 of the Agreement for Public Works Operations Management Services to reflect the current lift station listed below.

EF-PS-01	MARLOW ELEMENTARY	EF-PS-16	PARK WEST PHASE 3
EF-PS-02	SOUTH BEND	EF-PS-17	RED OAK
	SOUTH EFFINGHAM	EF-PS-18	SUMMER STATION
EF-PS-03	ELEMENTARY	EF-PS-19	CEDAR RIDGE
EF-PS-04	HODGEVILLE ROAD	EF-PS-20	LAUREL MILL
EF-PS-05	PARK WEST	EF-PS-21	BLANDFORD CROSSING
EF-PS-06	EXLEY TRACT	EF-PS-22	SADDLECLUB @ BELMONT GLEN
EF-PS-07	GREYSTONE	EF-PS-23	PATRIOTS POINT
EF-PS-08	BLANDFORD ELEMENTARY	EF-PS-24	ANTIGUA- CARRIBEAN VILLAGE
EF-PS-09	GOSHEN ROAD_ LEARNING TREE	EF-PS-25	PARK WEST PHASE 4
EF-PS-10	WINDFIELD	EF-PS-26	WOODLANDS
EF-PS-11	S.E.P_ BUCKINGHAM	EF-PS-27	COVERED BRIDGE
	OLD AUGUSTA RD- JASPER	EF-PS-28	TRADE CENTER- GITC
EF-PS-12	VILLAGE	EF-PS-29	BLUE JAY COMMONS
EF-PS-13	TIMBERLAKE	EF-PS-30	PARK WEST PHASE 5
EF-PS-14	STAFFORDSHIRE	EF-PS-31	CREEKSIDE
EF-PS-15	SETTLERS POINT	EF-PS-32	NEW HAVEN

- 3. This Amendment allows for a change in department operating limits and structure to reflect the 2023-2024 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
- 4. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
- 5. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS
Authorized Signature 
Name MELISSA HURD
Title CFO
Date 7/11/23

Board of Commissioners of Effingham County
Authorized Signature 
Name Wesley M. Corbett
Title Chairman
Date 07/18/2023

**AMENDMENT No. 7
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment No. 7 (hereinafter referred to as “Amendment”) is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as “County”) and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as “EOM”).

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County’s department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the “Agreement”); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21st, 2022; Amendment 6 dated July 18th, 2023 and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to \$2,797,025
2. This Amendment modifies section 2.3.5 of the Agreement for Public Works Operations Management Services to reflect the current lift station listed below.

EF-PS-01	MARLOW ELEMENTARY	EF-PS-18	SUMMER STATION
EF-PS-02	SOUTH BEND	EF-PS-19	CEDAR RIDGE
	SOUTH EFFINGHAM	EF-PS-20	LAUREL MILL
EF-PS-03	ELEMENTARY	EF-PS-21	BLANDFORD CROSSING
EF-PS-04	HODGEVILLE ROAD	EF-PS-22	SADDLECLUB @ BELMONT GLEN
EF-PS-05	PARK WEST	EF-PS-23	PATRIOTS POINT
EF-PS-06	EXLEY TRACT	EF-PS-24	ANTIGUA- CARRIBEAN VILLAGE
EF-PS-07	GREYSTONE	EF-PS-25	PARK WEST PHASE 4
EF-PS-08	BLANDFORD ELEMENTARY	EF-PS-26	WOODLANDS
EF-PS-09	GOSHEN ROAD_ LEARNING TREE	EF-PS-27	COVERED BRIDGE
EF-PS-10	WINDFIELD	EF-PS-28	TRADE CENTER- GITC
EF-PS-11	S.E.P_ BUCKINGHAM	EF-PS-29	BLUE JAY COMMONS
	OLD AUGUSTA RD- JASPER	EF-PS-30	PARK WEST PHASE 5
EF-PS-12	VILLAGE	EF-PS-31	CREEKSIDE
EF-PS-13	TIMBERLAKE	EF-PS-32	NEW HAVEN
EF-PS-14	STAFFORDSHIRE	EF-PS-33	GITC 2
EF-PS-15	SETTLERS POINT	EF-PS-34	Old Augusta Commerce Center
EF-PS-16	PARK WEST PHASE 3	EF-PS-35	Old Augusta Warehouses
EF-PS-17	RED OAK		

3. This Amendment allows for a change in department operating limits and structure to reflect the 2024-2025 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
5. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Staff Report

Subject: Consideration to Approve Task Order 9 with EOM Operations under the Master Services Agreement

Author: Danielle Carver, PCPM

Department:

Meeting Date: July 16, 2024

Item Description: Task Order 9 with EOM Operations under the Master Services Agreement

Summary Recommendation: Staff recommends approval of Task Order 9 with EOM Operations for services under the Master Services Agreement

Executive Summary/Background:

- The services included in this Task Order are as follows:
 1. Section 1 Water and Sewer Site Plan Review \$192,288
 2. Section 2 MS4 Compliance Services \$21,300.00
 3. Section 3 WPP Services \$27,500.00

Alternatives for Commission to Consider

1. Approve Task Order 9 with EOM Operations under the Master Services Agreement for FY25
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Finance

Funding Source: Operations

Attachments: Task Order 9



Task Order 9

Civil Engineering Services

EOM Operations, a full-scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering design review services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services (hereinafter referred to as "Agreement") executed by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM") on 15th day of September, 2020 and all subsequent amendments to the Agreement.

1. Site Plan Review

- 1.1 Water and sewer plan review of residential subdivisions and commercial and industrial sites. This includes the review of sanitary sewer systems, potable water systems, and reuse water systems for compliance with Effingham County's, State and Federal Design Standards and Specifications. Review shall be based on electronic plan submissions provided by Owner staff. Services exclude meetings and/or calls with consultants to review County development standards and ordinances.
- 1.2 The following are excluded from site plan review services.
 - 1.2.1 Residential development plan reviews greater than 20 acres
 - 1.2.2 Commercial development plan reviews that are greater than 50 acres
 - 1.2.3 Water and Sewer Extension forms and submittals.
 - 1.2.4 Review and evaluation of Traffic Impact Studies and Speed Studies.
 - 1.2.5 Review of clearing and grading plans, storm drainage systems, hydrology reports, geotechnical reports, and roadway systems
 - 1.2.6 Reviewing and updating existing County's specifications, ordinances, standards and procedures related to site development, civil engineering, and construction.
 - 1.2.7 Review of any site development located in sensitive areas which will require additional technical assistance to evaluate.
 - 1.2.8 Review of site development of any commercial or industrial facilities which handle hazardous materials or require any specialized pre-treatment facility or component which will require specialized technical staff to review.
 - 1.2.9 Review of surface and sub-surface mines sites, landfills, and contaminated or brownfield sites.
 - 1.2.10 Review of any structural component of any site development.
 - 1.2.11 Review of any septic systems.
 - 1.2.12 More than 3 reviews for a single development due to quality, changes in the project, additional requirements stipulated by other agencies, etc. These reviews will be performed on an hourly basis.
 - 1.2.13 Site inspections. If requested, these will be performed on an hourly basis.

2. Municipal Separate Storm Sewer System (MS4) Compliance Services

- 2.1 Planning: EOM will meet with all relevant County departments to discuss project tasks and ensure all are properly planned. During this meeting EOM will provide the activity summary which will outline all tasks that will need to be completed prior to the December 31st, 2024, deadline. The activity summary is a summary of the best management practices (BMPs) in the County's Stormwater Management Program (SWMP). EOM will meet with the appropriate departments prior to the end of the permit year to discuss the SWMP and ensure that all tasks are complete or scheduled for completion.

- 2.2 MCM 4.2.1 BMP 1 Stormwater Presentations: EOM will prepare and present educational opportunities utilizing lesson plans, books, resources and other educational tools.
- 2.3 MCM 4.2.1 BMP 2 Education through Media Outlets: EOM will prepare and distribute 4 general awareness information topics to multiple media outlets.
- 2.4 MCM 4.2.1 BMP 3 Education through Website Scope Changes: EOM will make recommendations to IT for updates to the website to improve education content and ease of use.
- 2.5 MCM 4.2.1 BMP 4 Educational Brochures: EOM will create educational brochures for distribution at the County administrative offices. The cost of printing will be billed to the County without markup.
- 2.6 MCM 4.2.2 BMP 1 Rivers Alive Clean-Up: EOM will coordinate, advertise and oversee a stream clean up event.
- 2.7 MCM 4.2.2 BMP 2 Community Outreach Clean-Up: EOM will coordinate, advertise and oversee a litter clean up event.
- 2.8 MCM 4.2.2 BMP 3 Recycling Program: The County currently contracts waste disposal and recycling services to Atlantic Waste. EOM will provide copies of recycling schedules and items accepted in the annual report.
- 2.9 MCM 4.2.2 BMP 4 Citizen Complaint: EOM will include a summary of all citizen complaints received related to stormwater pollutants and illicit discharges in the annual report.
- 2.10 MCM 4.2.3 BMP 3 Illicit Discharge Detection and Elimination (IDDE) Inspections: In accordance with the County's approved SWMP, The County is required to complete dry weather screening on 100% of the total number of outfalls within the 5-year permit term that are located within the County limits that outfall to Waters of the State annually. Dry weather screening will be performed according to the County's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the County's NPDES Phase II 2024 Annual Report. If a dry weather discharge is present, a visual observation of the flow's odor, color, turbidity, and floatables will be noted. Also, a sample will be collected and tested per the County's approved IDDE Guidance Manual for temperature, pH level, chlorine, surfactants, and specific conductivity utilizing an in-situ water quality meter. Finally, a sample will be collected and analyzed for surfactants by a laboratory. If the in-situ measurement or visual observations indicated potential sewage, a fecal coliform grab sample will be collected and analyzed by a laboratory.
- 2.11 MCM 4.2.3 BMP 3 IDDE Source Tracing: Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present. The County will be notified immediately if the in-situ parameters or laboratory results indicate that there is a potential illicit discharge prior to beginning any source tracing activities. EOM will not initiate source tracing activities without prior authorization of the County. Source tracing will involve following the MS4 system "upstream" to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the County to source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. If the source cannot be definitively identified, the County is only required to document the activities undertaken and the findings. All the source tracing work should be performed according to the EPD approved Source Tracing Procedures included in the County's SWMP. Source tracing is considered out of scope. If EOM performs a source tracing work effort, the estimated cost for EOM to conduct the work will be based on a "per source tracing exercise." If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the County for approval of further investigation.
- 2.12 MCM 4.2.3 BMP 4 Illicit Discharge Education: EOM will provide education related to IDDE.
- 2.13 MCM 4.2.6 BMP 2 MS4 Inspections: In accordance with the County's approved SWMP, the County shall inspect 100% of the MS4 structures in urbanized areas within the 5-year permit term. EOM will complete a visual inspection and record the data. The inspection records will be summarized in an excel spreadsheet and submitted with the Annual Report.
- 2.14 MCM 4.2.6 BMP 5 Employee Training: EOM will utilize existing training materials and conduct an employee training session for County employees involved in facility management, construction, or operations.
- 2.15 EPD Annual Report Submission: After the December 31st, 2024, deadline, EOM will contact County staff to collect information on programs implemented during the 2024 reporting period. This documentation will be used to develop the County's Annual Report for submittal to EPD by February 15th, 2025. Prior to submittal

an electronic copy of the Annual Report will be provided to the County for review and comment. Once the County finds the report acceptable, EOM will submit the Annual Report to EPD. If EPD has comments on the Annual Report, EOM will address the comments on an hourly basis.

- 2.16 At this time, the County's MS4 boundary is limited and fully developed. As such, some of the services in the permit's Minimum Control Measures have not been needed. In the event this changes, EOM can provide additional services at an hourly rate upon written authorization from the County.

3. Long Term Monitoring for Watershed Protection Plan (WPP)

- 3.1 Water Quality Monitoring: Water quality will be monitored as required according to the Watershed Protection Plan updated on June 2020. The monitoring for all parameters except metals and bacteria will be performed four (4) times per year during three (3) dry weather days (no rain event over previous 72 hours) and one (1) wet weather day (at least 0.2 inches rainfall and at least 72 hours since the last storm event). The wet weather event will be collected as a composite of three grab samples collected over the storm hydrograph. Bacteria sampling, including fecal coliform and enterococci, will be based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. Bacteria sampling will be performed during the summer months to calculate two (2) geomeans per year. Metals will be monitored once annually during the wet weather event.
- 3.2 EPD Annual Report Submission: As a part of implementing the WPP, a certification including summary of work and EPD's Excel Watershed Assessment and Protection Plan Data Submittal Form will be completed and submitted to the County. The task also includes providing quarterly updates of the sampling progress along with results. The annual certification and report will be submitted to EPD by June 30, 2025.

4. Reporting

Provide monthly progress reports for inclusion in Board of Commissioner packets.

5. Owner Meetings

Attend Planning Board and Board of Commissioner's meetings, as necessary, to participate in technical discussions or provide project updates on agenda items involving EOM services. Attend regular meetings with Owner staff to provide technical assistance and guidance. Meetings may be conducted in person or virtual and shall not exceed more than one meeting per week.

6. Compensation

6.1 Owner shall pay to EOM as compensation for services performed under this Task Order a Base Fee of Two Hundred Fifty-Seven Thousand Two Hundred Eighty-Eight Dollars (\$241,088.00). Below is a breakdown of the Base Fee.

- 6.1.1 Section 1 Water and Sewer Site Plan Review \$192,288
- 6.1.2 Section 2 MS4 Compliance Services \$21,300.00
- 6.1.3 Section 3 WPP Services \$27,500.00

6.2 Services will be billed on a monthly basis.

5.2 Additional efforts, including fees and services outside the Scope of Services will be coordinated directly with the Owner prior to proceeding. Additional fees will be billed at the hourly rates shown on Appendix A.

7. Authority

6.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Task Order has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Task Order by their signatures below.

**EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC**

Effingham County Board of Commissioners

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A – Additional Services

Additional outside of base scope services shall be billed at the hourly rates listed below and shall be invoiced the month following the month in which services occurred.

Director of Engineering/Vice President	\$190.00/HR
Floodplain Manager	\$180.00/HR
Program Manager	\$175.00/HR
Senior Professional Engineer	\$165.00/HR
Professional Engineer	\$155.00/HR
Engineer	\$145.00/HR
Project Manager	\$135.00/HR
Construction Engineer	\$125.00/HR
CADD Draftsmen	\$115.00/HR
Administration	\$75.00/HR

Staff Report

Subject: FY 2025 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/16/24
Item Description: Consideration to approve an amendment to the FY 2025 budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2025 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. The library system submitted an original budget proposal in February and an amended proposal in April. Finance omitted the amended proposal from the adopted FY 2025 county budget, in error. This proposed budget amendment corrects that.

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2025.
2. Do not approve the resolution.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the resolution to amend the budget for FY 2025.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

Fund Balance

Attachments:

FY 2025 budget amendment resolution

Resolution# _____

**State of Georgia
County of Effingham**

RESOLUTION TO AMEND THE FY 2025 BUDGET

WHEREAS, the FY 2025 budget of Effingham County was adopted on June 18th 2024 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.	TYPE	AMOUNT	DESCRIPTION
051	OTHER AGENCIES	LIBRARY	100-6510-051-57-2009	EXP	51,052	allocate funding for updated library budget proposal
051	OTHER AGENCIES	CASH CARRY FORWARD	100-38-9015	FB	(51,052)	allocate funding for updated library budget proposal
					-	net entries

This amendment allocates funding for the amended Live Oaks Library FY 2025 operating budget proposal.

Approved this _____ day of _____ 2024.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report

Subject: City of Springfield Annexation - Map# 389B Parcel# 18
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: July 16, 2024
Item Description: Consideration to acknowledge a Petition for Annexation as submitted by the City of Springfield located at 1528 Highway 21 South Map# 389B Parcel# 18

Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, this parcel is contiguous with other properties within the city limits of Springfield. Adjoining parcels of property were annexed earlier this year (*March 2024*).

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.

A public hearing of the City of Springfield's Planning & Zoning Board and the Mayor and City Council will be held July 23, 2024, at 6:00 pm to consider this petition. Said property is currently zoned AR-1, proposed zoning upon annexation will be B-1.

Background:

Annexation documentation was received via hand delivered mail from the City of Springfield. These parcels identified as **Map# 389B Parcel# 18** (*owned by Midnight Garden LLC*) consisting of 1 acre. This property lies within the City of Springfield's water and sewer service area.

Alternatives for Commission to Consider:

1. Acknowledge the Petition Requesting Annexation as presented by the City of Springfield
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff leaves the decision to the Board's discretion.

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

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

Attachments:

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



Item X. 15.

RECEIVED VIA POSTAL MAIL
JUNE 28, 2024

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

6/21/2024

Reference: Notice of Annexation Petition regarding parcel 389B-18

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 August 13, 2024.

The property being considered for annexation is parcel number 389B-18 located at 1528 Hwy 21 S. and consisting of approximately 1.00 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 B-2 to Springfield Zoning Classification B-1:

**Public Hearing of the Planning & Zoning Board and The Mayor and City Council:
July 23, 2024 at 6:00pm**

Sincerely,

Erin Phillips
Director of Planning & Development



City of Springfield

Community Development Department

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

Received 6/13/24
(Signature)

Application for Annexation

Tax Map Number: 0389B018 Date: 6/6/2024

Address of subject property: 1528 S Hwy 21, Springfield, GA 31329

Owner of Property: Midnight Garden LLC

Owner's Address: 102 B Park of Commerce Dr, Savannah, GA 31405

Telephone Number: 912.441.8884

Housing Units: N/A Other Buildings: 1 Principle Building

Total Acreage 1.00

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.

Scott Allison

Digitally signed by Scott Allison
Date: 2024.06.13 15:51:16-04'00'

Applicant Signature

Petition Requesting Annexation

DATE 6/6/2024

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: 1528 S Hwy 21, Springfield, GA 31329

Current Tax Map Number: 0389B018

See description attached.

3. Is the territory described herein contiguous, 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:

Extension of parking for Southern Motors Chrysler Springfield Location.

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,

Adam J Kaminsky

[Signature]
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: Coleman Company, Inc. - Scott Allison / Chuck Singleton

Address: 1480 Chatham Parkway, Suite 100

<u>Savannah</u>	<u>GA</u>	<u>31405</u>
City	State	Zip Code

Telephone Number: 912-200-3041



Signature of Owner



Parcel 389B-18



Springfield



Legend

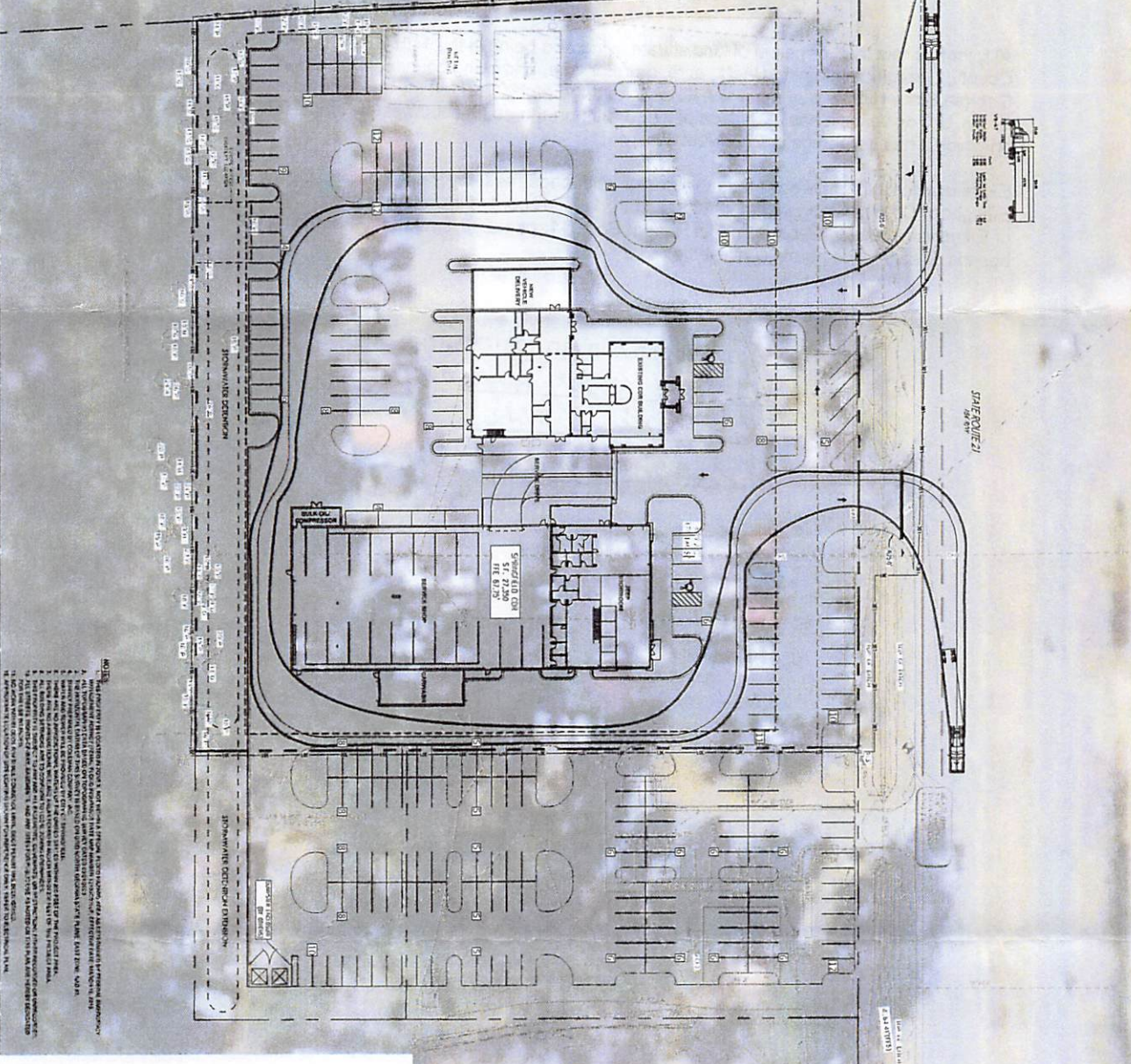
- Road Names**
- Roads**
 - City Roads
 - Private Roads
 - County Roads
 - State Roads
 - Federal Roads
 - Unknown Roads
 - Proposed Roads
- Railroads**
- County Parcels**
- Effingham County Boundary**
- Springfield Parcels**
- City Boundary**

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

21 Jun, 2024

© 2018 COLEMAN COMPANY, INC. DATE PLOTTED 8/1/2018 1:58 PM BY: DICK STANLEY DRAWN BY: JEFFREY L. WATSON PLOT DATE 8/1/2018 1:58 PM

DESIGN PROFESSIONAL'S CREDENTIALS:
 PROJECT NUMBER: 1802
 PROJECT NAME: SPRINGFIELD CHRYSLER AUTOMART
 DATE: 04/05/2018
 CHECKED BY: C.C.C.
 SCALE: AS SHOWN



- NOTES:**
1. THE INFORMATION ON THIS PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA.
 2. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
 3. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
 4. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
 5. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
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 7. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
 8. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
 9. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.
 10. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE DATA AND HAS FOUND IT TO BE ACCURATE.



811
 Know what's below.
 Call before you dig.

BILL DATA	
TOTAL EST. AREA	4,826 SQ. FT.
TOTAL EST. PERMITS AREA	4,826 SQ. FT.
FLOOR JOIST	3
F.I.R.	5
PROPOSED ADDRESS	3200 WINTER DODGE/CHRYSLER DR. N.W. SPRINGFIELD, GA 31707
4875 ROAD LAND USE	COMMERCIAL
PROPOSED LAND USE	COMMERCIAL
OWNER	SOUTHERN MOTORS FAMILY TRUST
OWNER ADDRESS	1000 W. BROADWAY, SUITE 1000, ATLANTA, GA 30331
OWNER PHONE	404.236.2300
OWNER FAX	404.236.2301
OWNER EMAIL	404.236.2301
OWNER WEBSITE	WWW.SOUTHERNMOTORS.COM
OWNER CONTACT PERSON	JEFFREY L. WATSON
OWNER CONTACT ADDRESS	3200 WINTER DODGE/CHRYSLER DR. N.W. SPRINGFIELD, GA 31707
OWNER CONTACT PHONE	404.236.2301
OWNER CONTACT FAX	404.236.2301
OWNER CONTACT EMAIL	JEFFREY.L.WATSON@SOUTHERNMOTORS.COM

- DEVELOPMENT REQUIREMENTS:**
- 1. PAVING REQUIRED - OFFICE / SPACE / 200 SF + \$300 SF OFFICE / 200 SF + \$1 SPACED IN PERCENT - SERVICE BAY / SERVICE BAY - 18 SERVICE BAY REQUIRED - 21 - 18 - 25 SPACES INCLUDING 2 ADA SPACES
 - 2. PAVING REQUIRED - 60 STAMPEDE SPACES INCLUDING 2 ADA SPACES AND 12 MONTHLY STORAGE SPACES
 - 3. TOTAL PROPOSED - 18 SPACES INCLUDING 2 ADA SPACES
 - 4. DEVELOPMENT REQUIREMENTS:
 - 5. FRONT DEVELOPMENT SETBACK: 30' FROM FLOW LINE
 - 6. SIDE YARD SETBACK: 10' WHERE ADJUTING PROPERTIES
 - 7. REAR YARD SETBACK: 20' WHERE ADJUTING PROPERTIES
 - 8. MAX. BUILDING HEIGHT: THREE STORIES OR PER 9.1
 - 9. MAX. BUILDING FOOTPRINT: 10,000 SQ. FT.
 - 10. BUILDING COVERAGE: 40.15%
 - 11. LANDSCAPE REQUIREMENTS:
 - 12. INCLUSIVE PROPOSED DEVELOPMENT AREA
 - 13. SEPARATE THE QUALITY DRAINAGE
 - 14. 100 X 3 1/2 ADAMS - 100 REQUIRED TOP
 - 15. 400 X 6 1/2 ADAMS - 200 REQUIRED TOP
 - 16. REFINISHED PAVING AREA (SEE QUALITY DRAINAGE)
 - 17. 100 X 3 1/2 ADAMS - 100 REQUIRED TOP

CIVIL CONSTRUCTION PLANS FOR
SPRINGFIELD CHRYSLER AUTOMART
 LOCATED IN SPRINGFIELD, GEORGIA
 PREPARED FOR SOUTHERN MOTORS FAMILY

NOT FOR CONSTRUCTION

<p>STAKING BUILDOUT SHEET: C3.0</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"> <p>JOB NUMBER: 1802 DATE: 04/05/2018 CHECKED BY: C.C.C. SCALE: AS SHOWN</p> </td> <td style="width: 70%;"> <p align="center"> COLEMAN COMPANY ENGINEERS • SURVEYORS <small>1000 W. BROADWAY, SUITE 1000, ATLANTA, GA 30331 • (404) 236-2300 • WWW.COLEMANCOMPANY.COM</small> </p> </td> </tr> </table>	<p>JOB NUMBER: 1802 DATE: 04/05/2018 CHECKED BY: C.C.C. SCALE: AS SHOWN</p>	<p align="center"> COLEMAN COMPANY ENGINEERS • SURVEYORS <small>1000 W. BROADWAY, SUITE 1000, ATLANTA, GA 30331 • (404) 236-2300 • WWW.COLEMANCOMPANY.COM</small> </p>
<p>JOB NUMBER: 1802 DATE: 04/05/2018 CHECKED BY: C.C.C. SCALE: AS SHOWN</p>	<p align="center"> COLEMAN COMPANY ENGINEERS • SURVEYORS <small>1000 W. BROADWAY, SUITE 1000, ATLANTA, GA 30331 • (404) 236-2300 • WWW.COLEMANCOMPANY.COM</small> </p>		

EXHIBIT "A"
Legal Description

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing One(1) acre, more or less, and being bounded on the north-northeast by Georgia State Highway 21, on which it has a frontage of 160 feet; on the east-southeast by lands of Milton Arden, Jr., on which it has a frontage of 272.3 feet; on the south-southwest by lands of Milton Arden, Jr., on which it has a frontage of 272.3 feet.

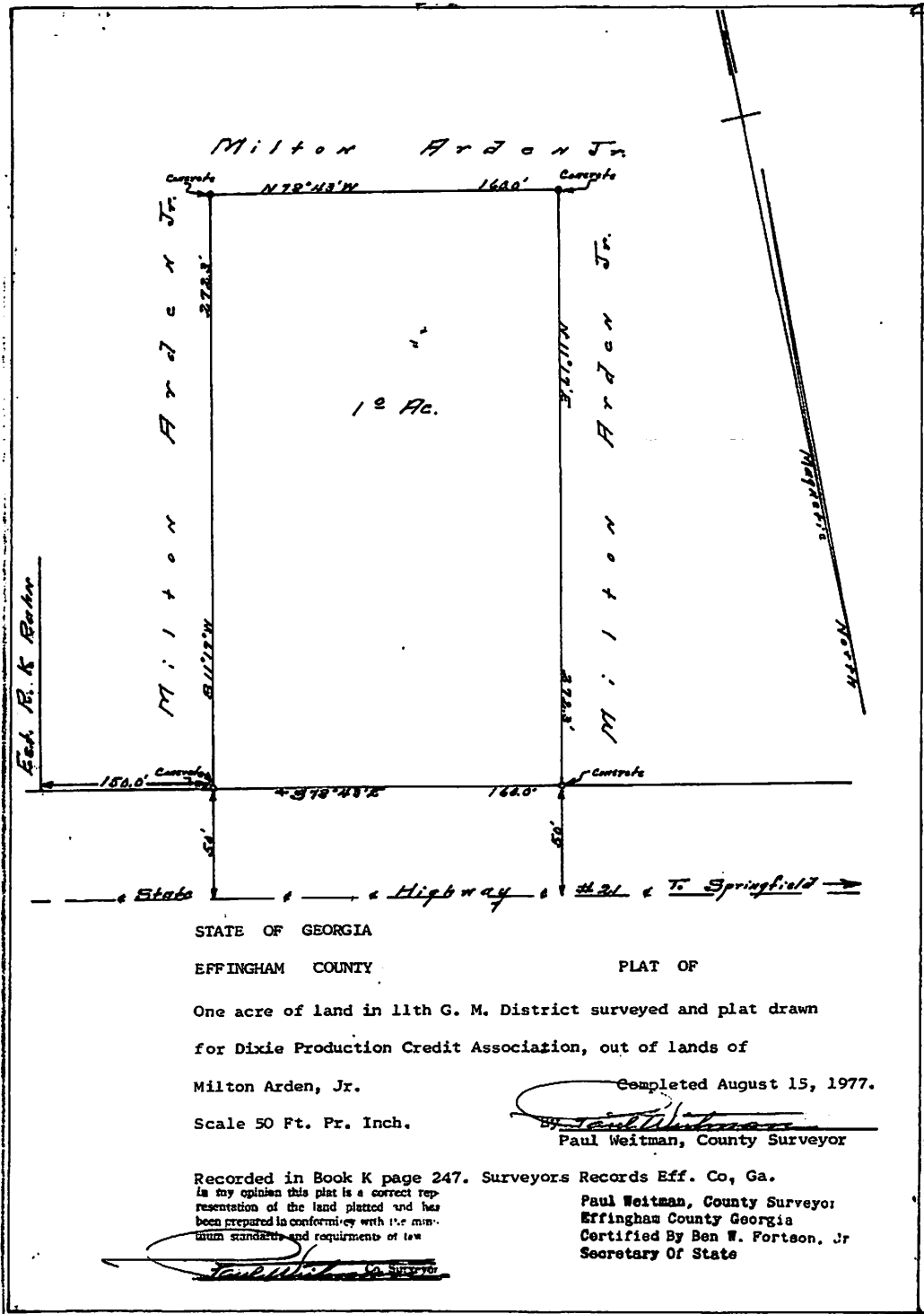
Express reference is hereby made to a plat of said lands made by Paul Waitman, County Surveyor, Effingham County, Georgia, dated August 15th, 1977, recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 11, page 236, for better determining the metes and bounds of said lands herein conveyed.

ACKNOWLEDGED AND AUTHORIZED BY:

Wilson & Kessler Properties, LLC

BY: C. L. [Signature] M/22

BY: [Signature] M/22



STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

One acre of land in 11th G. M. District surveyed and plat drawn for Dixie Production Credit Association, out of lands of

Milton Arden, Jr.

Completed August 15, 1977.

Scale 50 Ft. Pr. Inch.

By Paul Weitman
Paul Weitman, County Surveyor

Recorded in Book K page 247. Surveyors Records Eff. Co, Ga.

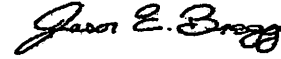
In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law

Paul Weitman, County Surveyor
Effingham County Georgia
Certified By Ben W. Fortson, Jr
Secretary Of State

After Recording Return To:
The Pace Law Firm LLC
7505 Waters Ave, Suite B-9
Savannah, GA 31406

Parcel No.: 0389B018
Order No.: 2024-0004

BK: 2897 PG: 344-346
Filed and Recorded
03-01-2024 11:59 AM
DOC# D2024-001486



JASON E. BRAGG
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

Real Estate Transfer Tax
Paid : \$ 1500.00
PT-61 051-2024-000454
Participant ID: 3714154540

LIMITED WARRANTY DEED

THIS INDENTURE, made this 29th day of February, 2024, between Wilson & Kessler Properties LLC, a Georgia limited liability company, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Midnight Garden, LLC, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

See Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of February, 2024.

Signed, sealed and delivered in the presence of:

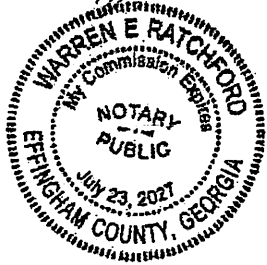
Madison E. Pittman
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 7/23/2027

Wilson & Kessler Properties LLC

BY: Corley Lee Kessler m/27 (SEAL)
Corley Lee Kessler

BY: Michael E Wilson m/27 (SEAL)
Michael E Wilson





Development Services Department
Planning & Zoning
804 South Laurel Street
Springfield, GA 31329
(912) 754-2105

June 13, 2024

William Cunningham
Scott Allison
Coleman Company
1480 Chatham Parkway Ste. 100
Savannah, GA 31405

Via email to: sallison@cci-sav.com and wcunningham@cci-sav.com

RE: Zoning Verification
Map# 389B Parcel# 18

To whom it may concern:

This letter is to acknowledge that the above-referenced, 1-acre property located at 1528 Highway 21 South, Springfield GA, is in the B-2 zoning district. Section 5.10 B-2 General Commercial Districts is attached to this letter. The rezoning of this property, from AR-1 to B-2, was approved on April 5, 1977.

The Effingham County Development Services office makes every effort to provide the most accurate interpretation possible based on the information available. This letter addresses zoning only; other codes and ordinances may apply. This letter does not guarantee approval of a specific project or application.

Please do not hesitate to contact me if I may be of any further assistance.

Sincerely,

Chelsie Fernald

Chelsie Fernald, CFM
Senior Planner
Effingham County Board of Commissioners

Staff Report

Subject: Memorandum of Understanding Proposed Sewer Assets between Effingham County and City of Springfield

Author: Jonathan Hulme

Department: Engineering

Date: July 16, 2024

Item Description: Memorandum of Understanding Proposed Sewer Assets between Effingham County and City of Springfield

Summary Recommendation:

This memorandum will establish a memorandum of understanding to accept sewer from the city of Springfield. This will help the regions sewer capacity and resiliency by taking advantage of the expansion of the Effingham County wastewater treatment plant.

Executive Summary/Background:

City of Springfield and City of Guyton have no capacity to treat additional wastewater. This memorandum establishes a basic understanding of between the municipalities and cost sharing for the project. The goal is to have sewer unification in place at the same time of the Effingham County wastewater treatment plant expansion being completed.

Alternatives:

Approve the Memorandum of Understanding Proposed Sewer Assets between Effingham County and City of Springfield.

Deny the Memorandum of Understanding Proposed Sewer Assets between Effingham County and City of Springfield.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Engineering Department

FUNDING: N/A

Attachments: MOU Proposed Sewer Assets Effingham County and City of Springfield

COUNTY OF EFFINGHAM
CITY OF SPRINGFIELD

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of **XXXXXX**, 2024, by and between the Board of Commissioners of Effingham County, a public body corporate and politic of the State of Georgia existing under the Constitution of the State of Georgia (hereinafter referred to as “Effingham County”, and the City of Springfield, Georgia, a Municipal Corporation and political subdivision of the State of Georgia (hereinafter referred to as “Springfield”) and;

WHEREAS, Effingham County and the City of Springfield, among others, the power to: (a) acquire by purchase and hold, maintain, lease and operate a water and sewage system and now owns, operates and maintains a water and sewage system and (b) contract with others pertaining to the sewer facilities; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, Effingham County and the City of Springfield have the power to provide stormwater and sewage collection and disposal systems, and to provide for the development, storage, treatment purification, and distribution of sewer; and

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that “The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. By way of specific instance and not limitation, a mutual undertaking by a local government entity to borrow and an undertaking by the state or a state authority to lend funds from and to one another for water or sewerage facilities or systems or for regional or multijurisdictional solid waste recycling or solid waste facilities or systems pursuant to law shall be a provision for services and an activity within the meaning of this Paragraph.”

WHEREAS, the actions to be mutually taken by Parties herein will benefit the health, safety, and general welfare of the citizens of Effingham County, the City of Springfield, and the City of Guyton.

NOW, THEREFORE, the parties desiring to work together to establish certain conditions relative to the provision of sewer assets understand as follows:

1. Effingham County Focus of Effort:

The parties understand that Effingham County:

- (a) Will perform a Feasibility Study to analyze potential routes for a possible reuse and force main extension that would benefit the region with the least amount of cost and impact; 30% design plans will be produced as a result of this study for the selected route;

- (b) Will contract with an Engineer to finalize engineering plans based on the Feasibility Study for the design, construction, extension, implementation and operation of sewer assets connecting the City of Springfield's wastewater treatment plant to Effingham County's wastewater treatment plant, for the approval by the Parties;
- (c) Will fund the design and construction of the proposed sewer assets, if grant funds are not secured;
- (d) Will properly account for and administer any grant funds it may receive associated with the activities described in this Memorandum;

2. City of Springfield Focus of Effort:

The parties understand that the City of Springfield:

- (a) Will provide anticipated flows for discharge to Effingham County's contracted Engineer during the detailed design phase to be sure proposed pipes are adequately sized;
- (b) Will accept flow from the City of Guyton through a separate agreement between the City of Springfield and the City of Guyton;
- (c) Will be responsible for sending a minimum amount of flow to be agreed upon with Effingham County through the newly proposed sewer assets to ensure minimal operational standards are met; frequency to be memorialized through an Intergovernmental Agreement once the design plans are finalized and pipe sizes are determined;
- (d) Will be responsible for cost sharing for the design and construction costs for the proposed sewer assets through cost recovery fees, if grant funding is not secured; exact distribution of cost recovery fees to be paid will be negotiated at a later date through an Intergovernmental Agreement

4. City and County Joint Activities:

The parties understand that they will:

- (a) pursue funding initiatives and matching funds to serve any service areas
- (b) cooperate in sharing technical expertise, data, analyses, and resources to further the purposes of this Memorandum;
- (c) meet regularly to review the progress of collaborative projects, address issues, and plan future activities associated with the sewer extension project
- (d) bear its own costs associated with its obligations under this Memorandum unless otherwise agreed upon in writing.

(e) determine a discharge scenario to Effingham County from Springfield

(f) determine ownership, operation and maintenance of proposed sewer assets

4. This Memorandum shall be effective once signed by authorized representatives of the parties and shall continue until **XXXXX** or until the various tasks and conditions set forth herein have been accomplished, whichever comes first.

5. Either party may terminate this Memorandum by giving the other party ninety (90) days' written notice of intent to terminate.

6. Any notices between the parties may be given in writing, to include e-mail, by authorized representatives of the parties.

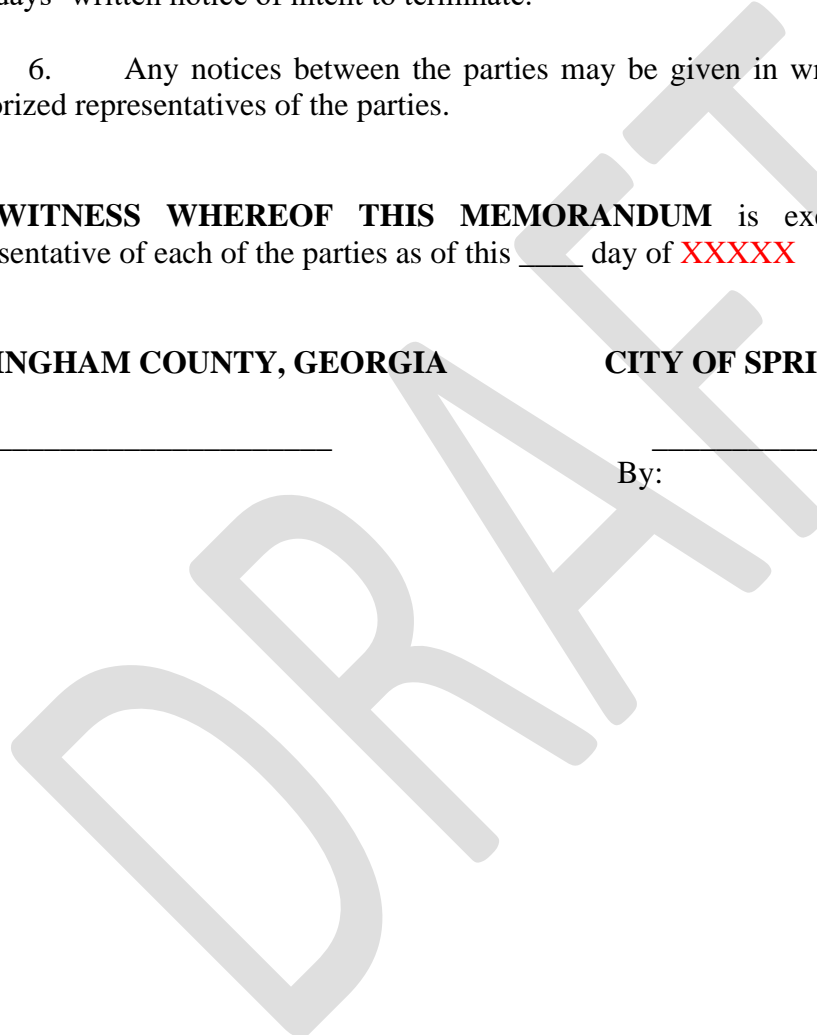
IN WITNESS WHEREOF THIS MEMORANDUM is executed by the authorized representative of each of the parties as of this ____ day of **XXXXX**

EFFINGHAM COUNTY, GEORGIA

CITY OF SPRINGFIELD, GEORGIA

By:

By:



Staff Report

Subject: Approval of the Preliminary Engineering Agreement with CSX Transportation, Inc. for the Goshen Road Widening Project

Author: Danielle Carver, Procurement and Capital Projects Manager

Department: Public Works/Roads

Meeting Date: July 16, 2024

Item Description: Preliminary Engineering Agreement with CSX Transportation, Inc

Summary Recommendation: Staff recommends Approval of the Preliminary Engineering Agreement with CSX Transportation, Inc. for the Goshen Road Widening Project

Executive Summary/Background:

- The PE Agreement will cover the effort for distribution of plans to various internal departments for project scope approval, site inspections, review of project plans, correspondence/ meetings to progress the project schedule, preparation of agreement exhibits, and coordinating schedule for construction work.
- Note that the agreement amount is an estimate and that only actual charges will be billed. The estimated proposed amount is \$64,543.00. If the actual charges end up exceeding \$64,543.00 then the proposal will be reviewed and resubmitted to the Board for approval.
- The agreement has been reviewed and approved to form by the County Attorney, as well as Thomas & Hutton in a program management capacity.

Alternatives for Commission to Consider

1. Approval of the Preliminary Engineering Agreement with CSX Transportation, Inc. for the Goshen Road Widening Project for up to \$64,543.00.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Engineer, PCPM, County Attorney, T&H

Funding Source: TSPLOST

Attachments: Preliminary Engineering Agreement with CSX Transportation, Inc

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **Effingham County**, a body corporate and political subdivision of the **State of Georgia** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Goshen Rd. roadway widening at crossing number 635121D, milepost S-485.55 in the Carolinas Zone, Columbia subdivision located in Rincon, Effingham County, GA** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
 - 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$64,543** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or

the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
 - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
 - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
 - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent

on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Effingham County
804 S. Laurel St.
Springfield, GA 31329
Attention: Timothy Callanan, County Manager

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Effingham County

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Todd Allton
Project Manager – CSX Public Projects

Project: Rincon, Effingham Co., G
Goshen Rd. roadway widening
DOT 635121D, Columbia Sub., MP S-485.55
OP No. _____

ESTIMATE SUBJECT TO REVISION AFTER: 6/12/2025 **DOT NO.:** 635121D
CITY: Rincon **COUNTY:** Effingham **STATE:** GA
DESCRIPTION: Goshen Rd. roadway widening to include new crossing surface and signals
ZONE: Carolinas **SUB-DIV:** Columbia **MILE POST:** S-485.55
AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services (CSX Admin+ Signal Design & Estimate)	\$	30,000
Contracted & Administrative Engineering Services (STV)	\$	28,675
Subtotal	\$	58,675

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$	-
Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
Additive	135.90%	(Transportation Department)		\$	-
Additive	168.00%	(Engineering Department)		\$	-
Subtotal				\$	-

SIGNAL & COMMUNICATIONS WORK: \$ -

TRACK WORK: \$ -

PROJECT SUBTOTAL: \$ 58,675
CONTINGENCIES: 10.00% \$ 5,868

PROJECT TOTAL: ***** \$ 64,543
CURRENT AUTHORIZED BUDGET: ***** \$ -
TOTAL SUPPLEMENT REQUESTED: ***** \$ 64,542.50

DIVISION OF COST:

Agency	100.00%	\$	64,543
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida
Estimated prepared by: STV Incorporated **Approved by:** CTA CSXT Public Project Group
DATE: 06/12/24 **REVISED:** 01/00/00 **DATE:** 06/14/24

Project: Rincon, Effingham Co., G
Goshen Rd. roadway widening
DOT 635121D, Columbia Sub., MP S-485.55
OP No. _____

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Rincon, Effingham Co., GA Goshen Rd. roadway widening to include new crossing surface and signals at 635121D Carolinas Zone, Columbia Sub., S-485.55

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Todd Allton
Project Manager II - Public Projects
Todd_Allton@csx.com
Amy_Henry@csx.com
Janae.Hudgins@stvinc.com**

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	_____

Staff Report

Subject: Text Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Greg Coleman** requests a **text amendment** from ordinance Section 5.11.2, to allow for the addition of truck and trailer parking as a conditional use in B-3 zoning.

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a **text amendment** to ordinance Section 5.11.2, to allow for the addition of truck and trailer parking as a conditional use in B-3 zoning.

Executive Summary/Background

- The request for a Text Amendment is a requirement of Appendix C – Zoning Ordinance, Article IX – Amendments to Map or Text.
- The applicant is requesting a Text Amendment to ordinance section 5.11.2 to allow for the addition of truck and trailer parking as a conditional use within the B-3 zoning district.
- Currently, the Effingham County Table of Permitted Uses allows truck and trailer parking as a conditional use in the Light Industrial Zoning District.
- The B-3 zoning district is the most intensive commercial district; the following are the current conditional uses allowed within B-3 zoning:
 - Butcher Shop with Abattoir
 - Automotive Sales, Service, and Storage
 - Boat Sales and Repair
 - Truck Stops (more than 10 pumps)
 - Commercial Recreation (Fairgrounds/ Flea Markets)
 - Adult Entertainment Club
 - Outdoor Amusement Parks – Temporary
 - Government Owned Utilities – Gas, Electrical, Hydropower
 - Public Utilities Substation/ Sub Installation
 - Solar Power Farms
 - Vocational School (with Outdoor Component)
 - Food Processing
- This text amendment is consistent with the Future Land Use Map (FLUM), as these parcels are projected to remain commercial, are within the commercial corridor character area, and are predominately surrounded by transitional parcels.
- At the June 11, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval with Staff recommendations. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. **Approve** the requested **text amendment** from ordinance Section 5.11.2, to allow for the addition of truck and trailer parking as a conditional use in B-3 zoning.
2. **Deny** the requested **text amendment** from ordinance Section 5.11.2, to allow for the addition of truck and trailer parking as a conditional use in B-3 zoning.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Text Amendment Application

TA-24-1

Primary Location

Applicant

Text Amendment


No location

 Greg Coleman

Status: Active

 912-661-4734

Submitted On: 5/2/2024

 gcoleman@cci-sav.com 1480 Chatham Pkwy. Ste.
100

Savannah, GA 31405

Requested Ordinance Amendment

 Planning Board* Board of Commissioners*

06/11/2024

07/02/2024

 Planning Board Ads* BOC Ads*

05/13/2024

06/12/2024

Applicant Name:*

Mailing Address*

Greg Coleman

1480 Chatham Pkwy Ste 100 Savannah
GA 31405

Section of Ordinance*

5.11.2 B-3 Highway Commercial Districts
Conditional Use Allowable Uses

Purpose of Change:*

We request that Truck and Trailer Parking be added to section 5.11.2 as a Conditional Use in B-3 Highway Commercial Districts. We recommend the following requirements for application for Conditional Use be placed within the zoning ordinance for B-3 Highway Commercial Districts.

1. The subject property or assemblage of properties must be no less than 12 acres.
2. The subject property must have direct access to a local or state truck route and must have no less than 800 Linear Feet of property fronting said truck route.

Is the proposed text amendment consistent with the purpose and intent of the zoning ordinance?*

We believe that it is consistent.

Will adoption of the amendment further the protection of the public health and safety or general welfare?*

We feel that it will not have an impact and will allow for a Planning Commission and Board of Commissioners decision on a case by case basis. Furthermore, we have recommended some qualifying factors to be met in order to apply for this use.

Applicant Affidavit: I, the undersigned, to hereby make application and petition to Effingham County Board of Commissioners to approve the subject Text Amendment. I further certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to best of my knowledge. *



Requested Text Amendment:

We request that Truck and Trailer Parking be added to section 5.11.2 as a Conditional Use in B-3 Highway Commercial Districts. We recommend the following requirements for application for Conditional Use be placed within the zoning ordinance for B-3 Highway Commercial Districts.

1. The subject property or assemblage of properties must be no less than 12 acres.
2. The subject property must have direct access to a local or state truck route and must have no less than 800 Linear Feet of property fronting said truck route.

Staff Report

Subject: Conditional Use (Second District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Luis R. Perdomo** requests a **conditional use** for a **Rural Business** to allow for commercial vehicle parking. Located at 100 Highland Drive. **[Map# 466B Parcel# 10]**

Summary Recommendation

Staff has reviewed the application and recommends **denial** of the request for a **conditional use** for a **Rural Business** to allow for commercial vehicle parking.

Executive Summary/Background

- The request for a Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article V – Uses permitted in Districts.
- The applicant requests a conditional use for a Rural Business to allow commercial vehicle parking at their residence.
- The applicant attended a Technical Review Committee Meeting in March to discuss the Conditional use process, access management, and buffering.
- Staff have received multiple requests for commercial vehicle parking within the AR-1 zoning district. Per the Effingham County Table of Permitted Uses, Commercial Truck Parking is a conditional use within the Light Industrial zoning district.
- At the Planning Board meeting on June 11, 2024, the applicant explained that they have 3 bobtails and two trailers.
- The applicant is willing, per the application, to install a privacy fence to screen the area of the parking.
- Staff are in the process of updating the Home Occupation Ordinance, recognizing that a one-size-fits-all approach does not work for home occupations.
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for denial. Mr. Peter Higgins seconded the motion and it carried unanimously.

Alternatives

1. **Approve** the request for a **conditional use** for a **Rural Business** to allow for commercial vehicle parking with the following conditions:
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
2. **Deny** the request for the **conditional use** of a Rural Business to allow commercial vehicle parking.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Conditional Use application

2. Aerial photograph

3. Deed

CU-24-6

Conditional Use Permit

Status: Active

Submitted On: 4/25/2024

Primary Location

100 Highland Drive

Rincon, GA 31326

Owner

LUIS R PERDOMO

100 HIGHLAND DR RINCON,

GA 31326

Applicant

 Luis R Perdomo

 912-220-4201 ext. 00000

 drperezdv@yahoo.com

 100 Highland Dr

Rincon, GA 31326

Staff Review

 Planning Board Meeting Date*

06/11/2024

 Board of Commissioner Meeting Date*

07/02/2024

 Notification Letter Description *

Truck Parking

 Map #*

466B

 Parcel #*

10

 Reason for Conditional Use*

Rural Business

 Staff Description

 Commissioner District*

2nd

 Has Business License been applied for?*

N/A

🔒 Public Notification Letters Mailed

05/13/2024

🔒 Planning Board Ads

05/15/2024

🔒 Board of Commissioner Ads

06/12/2024

🔒 Request Approved or Denied

—

Applicant Information

Who is applying for the Conditional Use?*

Property Owner

Applicant / Agent Name*

LUIS R PERDOMO

Applicant Email Address*

drperezdv@yahoo.com

Applicant Phone Number*

9122204201

Applicant Mailing Address*

100 Highland Drive

Applicant City*

RINCON

Applicant State*

GA

Applicant Zip Code*

31326

Property Information

Property Location*

100 Highland drive

Present Zoning of Property*

AR-1

Map/Parcel Number*

466B-10

Total Acres of Property*

3.16

Water Connection*

Sewer Connection*

Private Water

Private Septic System

Conditional Use Requested

Conditional Use*

Status of Business License?*

Section 3.15B - Rural Business

Applied for

Reason:*

Conditional use for land owner to park his commercial vehicles.

How does request meet criteria of Section 7.1.6 (see Attachment C):

The conditional use of the owner's land to park his commercial vehicles does not reduce the property value or hinder the physical appearance of the neighborhood and surrounding area.

The current commercial vehicle has zero environmental effects on the land.

The property is surrounded by an abundance of tall trees, without underlying properties, and with direct access to the main street (Goshen Road).

The applicant understands that consideration will be taken if necessary to add additional privacy fencing and/or landscaping.

Attachment C - Site Plan Requirements

All Conditional Use submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

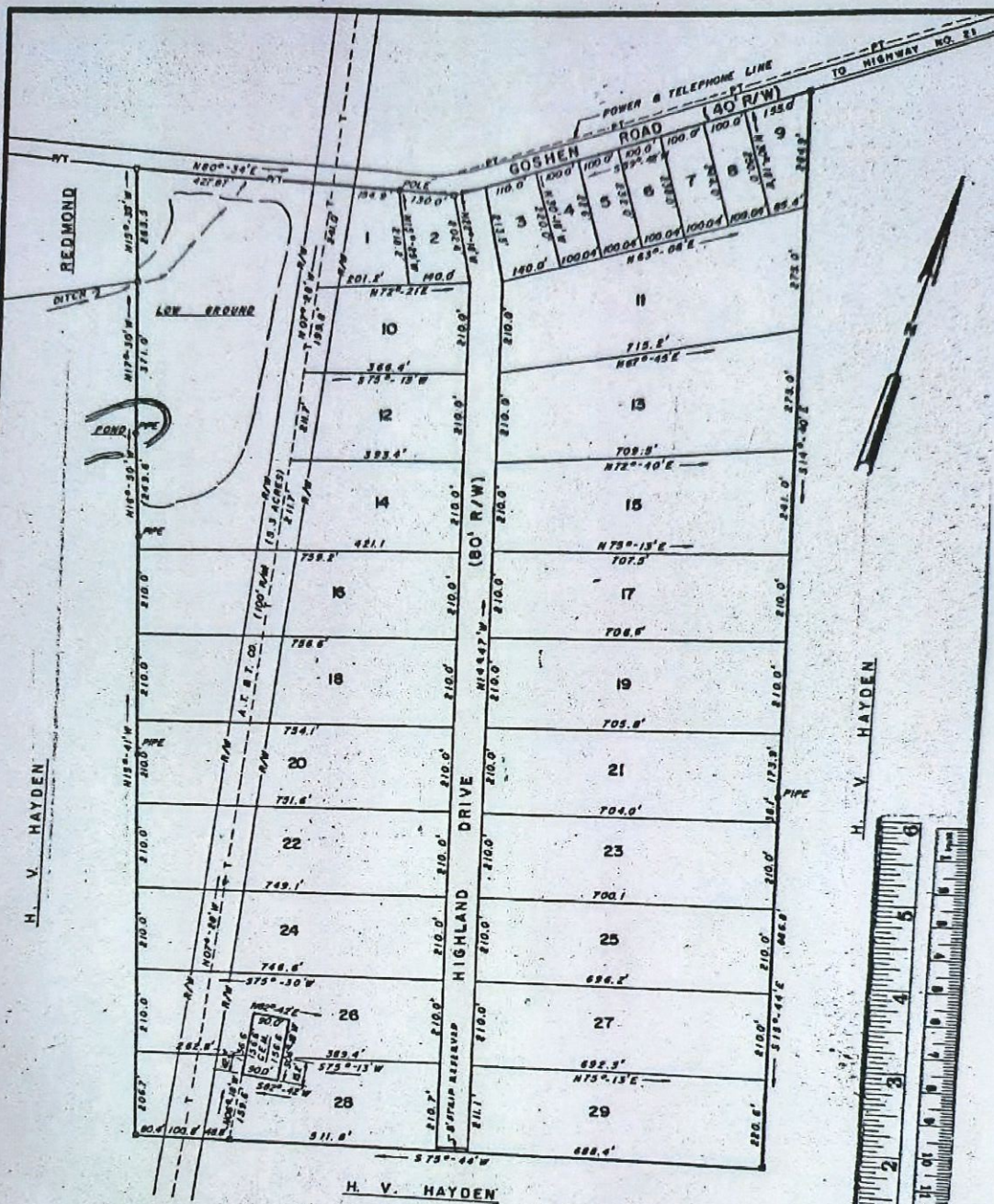
A.) Dimensions of the property involved. B.) Location and dimensions of existing and/or proposed structures with the type of usage designated. C.) Requested variance in relation to existing structures and surrounding parcels and uses. D.) Access road or easement. E.) Setbacks. F.) Right-of-way. G.) Proposed or existing water, sewer, and drainage facilities. H.) Buffers. I.) Off-street parking. J.) Wetlands. K.) Floodplain. L.) Loading areas, parking, signage, and outdoor lighting.

Appendix C – Zoning Ordinance, Article VII. – Planning Board, Section 7.1.

Organization 7.1.6 Conditional uses. It shall be the responsibility of the planning board to review and recommend to county commission on all requests for interpretation of conditional use. The initial application for a conditional use shall be made to the zoning administrator who shall determine whether the use is allowed as a conditional use in the particular zone. If such use is allowed, then the zoning administrator shall submit the application to the planning board. After review by the planning board, recommendations shall be presented to the county commission as to additional restraints, restrictions, qualifications, or limiting factors that are felt to be desirable. The county commission shall review all recommendations and approve or disapprove the conditional use upon review by the planning board. Considerations for determining additional requirements for conditional use: (a) Approval of a conditional use shall not adversely affect the economic values or the physical appearance of the neighborhood or areas surrounding the site or lot in question. (b) The physical and environmental effects of allowing the conditional use shall be considered. (c) Buffer zones, where necessary to shield any adverse factors, shall be considered. (d) Additional space for parking, landscaping, building, loading zones, and setback shall be considered if necessary to protect adjacent structures or lots from any adverse impact.

Signature*

✓ LUIS R PERDOMO
Apr 12, 2024



WESTWOOD FARMS



NOTE:
ALL CORNERS ARE CONCRETE
MONUMENTS UNLESS OTHERWISE
NOTED.

In my opinion, this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of law.
Lester Ackerman R.L.S. No. 15866

9TH G. M. DISTRICT - EFFINGHAM, CO. GA.
23 JANUARY 1965 - SCALE: 1" = 200'
BY: *Lester Ackerman* R.L.S.

466B-10



4/26/2024

- Addresses
- Tax Parcels
- Roads
- Efn_fin_cache
- Tax Parcel Labels

Legend:

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Scale:

- 0 to 0.14 miles
- 0 to 0.2 kilometers

1:4,401

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Efigham Count BOC

Item XIII. 2.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Luis R. Perdomo** requests a **conditional use** for a **Rural Business** to allow for commercial vehicle parking. Located at 100 Highland Drive. **[Map# 466B Parcel# 10]**

Summary Recommendation

Staff has reviewed the application and recommends **denial** of the request for a **conditional use** for a **Rural Business** to allow for commercial vehicle parking.

Executive Summary/Background

- The request for a Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article V – Uses permitted in Districts.
- The applicant requests a conditional use for a Rural Business to allow commercial vehicle parking at their residence.
- The applicant attended a Technical Review Committee Meeting in March to discuss the Conditional use process, access management, and buffering.
- Staff have received multiple requests for commercial vehicle parking within the AR-1 zoning district. Per the Effingham County Table of Permitted Uses, Commercial Truck Parking is a conditional use within the Light Industrial zoning district.
- At the Planning Board meeting on June 11, 2024, the applicant explained that they have 3 bobtails and two trailers.
- The applicant is willing, per the application, to install a privacy fence to screen the area of the parking.
- Staff are in the process of updating the Home Occupation Ordinance, recognizing that a one-size-fits-all approach does not work for home occupations.
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for denial. Mr. Peter Higgins seconded the motion and it carried unanimously.

Alternatives

1. **Approve** the request for a **conditional use** for a **Rural Business** to allow for commercial vehicle parking with the following conditions:
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
2. **Deny** the request for the **conditional use** of a Rural Business to allow commercial vehicle parking.

Recommended Alternative: 2

Other Alternatives: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

466B-10

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

466B-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, LUIS R. PERDOMO has filed an application for a conditional use to allow for a rural business to allow for commercial vehicle parking; map and parcel number 466B-10, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024, and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a rural business to allow for commercial vehicle parking; map and parcel number 466B-10, located in the 2nd commissioner district, is approved, with the following conditions:

- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Subject: Variance (First District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Betty Crosby** requests a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks. Located at 118 Second Street, zoned AR-1. **[Map# 296A Parcel# 25]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks.

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 requests a variance from Section 5.1.4, to allow the reduction in the required building setbacks.
- The applicant's parcel is .51 acres, and the lot size is approximately 136' X 105'.
- The applicant would like to place a mobile home on the property for a caregiver. Due to this parcel being zoned AR-1 the Effingham County Code of Ordinances does allow this an immediate family member.
- AR-1 setbacks are as follows:
 - Front: 50 feet
 - Rear: 50 feet
 - Side: 25 feet
- Per the applicant, there was previously a home and septic system on site.
- At the June 11, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval on the condition that the home could not be closer than 10 feet to the property line along 2nd Street and 10 feet to the side property line.
- Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. **Approve** the request for a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks.
 - The home cannot be closer than 10 feet to the property line along 2nd Street and 10 feet to the side property line.
2. **Deny** the request for a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application 2. Aerial photograph 3. Deed

VAR-24-7

Variance Application

Status: Active

Submitted On: 4/25/2024

Primary Location

118 Second Street

Guyton, GA 31312

Owner

CROSBY BETTY W

118 SECOND ST GUYTON, GA


31312

Applicant

 Betty Crosby

 912-772-3100

 cheryl.vossen@yahoo.com

 118 2nd Street
Guyton, GA 31312

Staff Review

 **Planning Board Meeting Date***

06/11/2024

 **Board of Commissioner Meeting Date***

07/02/2024

 **Staff Description**

Building Setbacks

 **Public Notification Letters Mailed**

05/13/2024

 **Planning Board Ads**

05/15/2024

 **Board of Commissioner Ads**

06/12/2024

 **Commissioner District***

1st

 **Request Approved or Denied**

—

 **Letter & ZMA Mailed**

—

General Information

Zoning District*

AR-1

Map/Parcel Number*

Map Book 1/ 0296A025

Is this concurrent with a Rezoning? *

No

Describe why the variance is needed*

Due to medical hardship, request to place mobile home on lot so that caregiver is in close proximity to care for myself and my two disabled children 24/7. The lot size is 136' x 105' and there has previously been a home and septic system on site. Due to not being able to meet the AR-1 setback requirement, requesting variance for the sides of the mobile homes measurements.

How does request meet criteria of Section 7.1.8?

Lot size is too shallow with the required setbacks.

Who is applying for variance request?*

Owner

Applicant Information

Applicant Name*

Betty Crosby

Applicant Phone Number*

9127723100

Applicant Email Address*

cheryl.vossen@yahoo.com

Applicant Address*

118 2nd Street

City*

Guyton

State*

GA

Zip Code*

31312

Signature

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge,

Digital Signature*

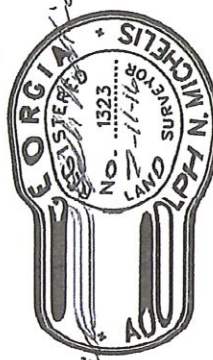
✔ Betty W. Crosby
Apr 25, 2024

NOTE: BASED UPON REVIEW OF THE E.M.A. FLOOD INSURANCE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCE TO CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 50 YEAR FLOODPLAIN)

- LEGEND:
- IRF 6" REBAR FOUND
 - IRS 8" REBAR SET
 - PL PROPERTY LINE
 - CMF CONC MON. FOUND
 - M/F NOW OR FORMERLY
 - PP POWER POLE

- EQUIP. USED TOTAL STATION
 TOPCOI J 303
 ERROR OF CLOSURE
 1:24,000 PLAT NOT ADJUSTED

- REFERENCES:
- PB-1 FAGE 73
 - PCAB-13 A-1
 - PCAB-254 B
 - PCAB-109 F-1
 - DEED 53 PG-57
 - DEED 50 PG-361
 - DEED 37 PG-230
 - DEED 96 PG-513



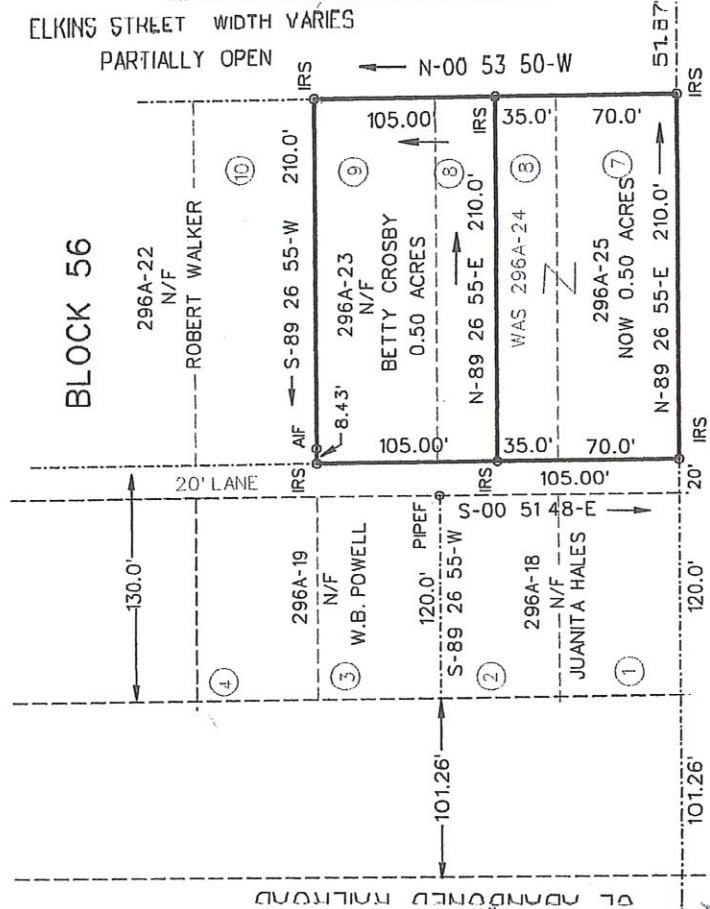
ADOLPH N. MICHELIS R.L.S.
 GA. Reg. L. S. - 1323
 ADOLPH N. MICHELIS & ASSO.
 736 SANDY RIDGE ROAD
 SILVER SPRING, GEORGIA 30467
 PH. (912) 829 3972

PURSUANT TO O.C.G.A. SECTION 15-6-07, I CERTIFY THAT THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYS AS SET FORTH IN CHAPTER 150-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR LAND SURVEYORS.

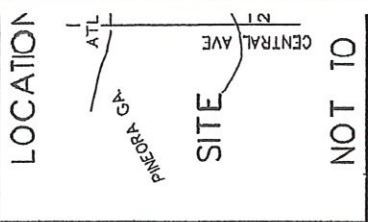
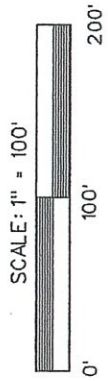
APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.
R.C.B.
 ZONING ADMINISTRATOR
 DATE 09/26/2016



PINEORA GEORGIA



SECOND STREET (R/W VARIES)



GEORGIA HWY 17

BRADLEY PLYWOOD CORP
 296-45

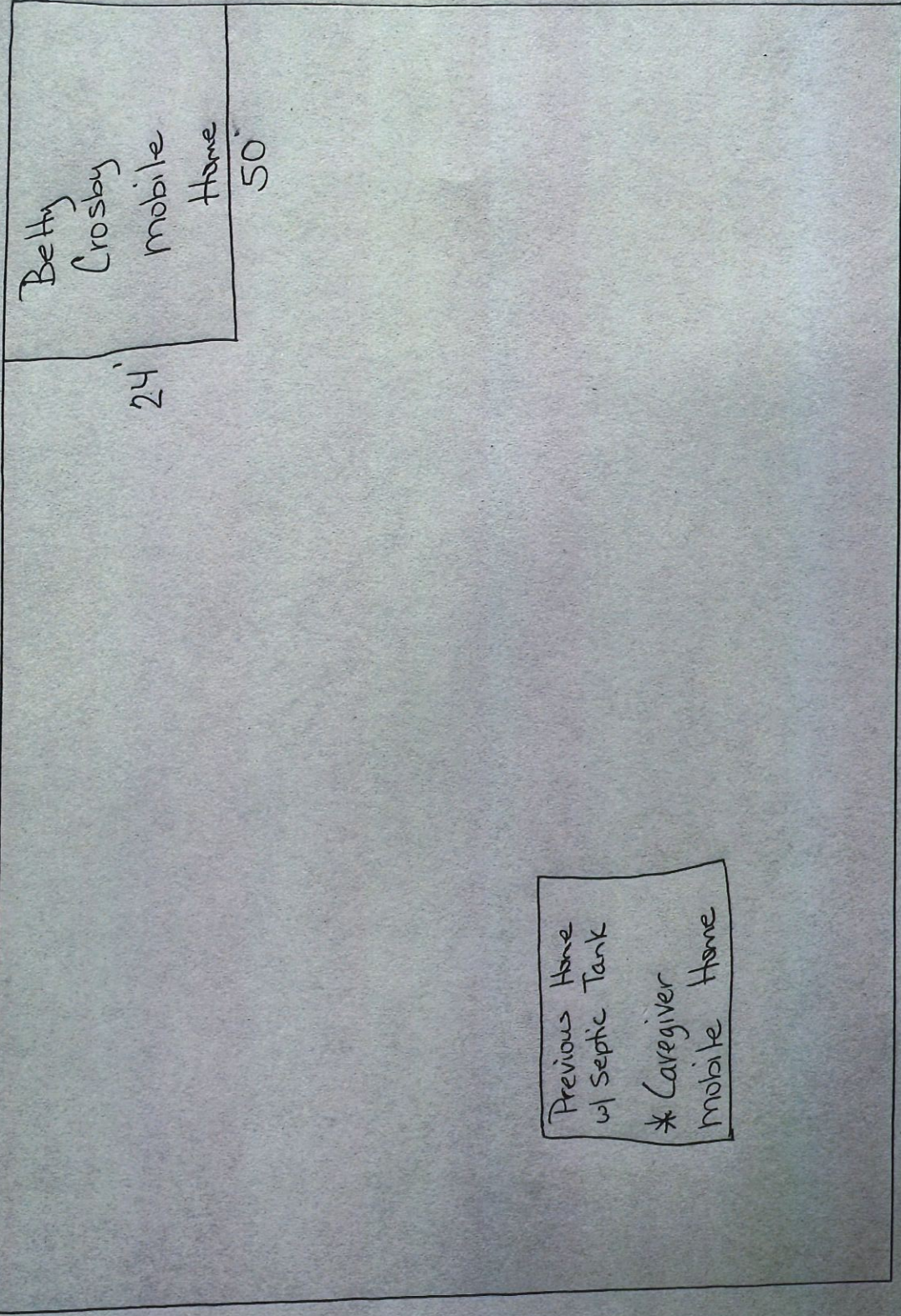
NOTE: SUBJECT PROFESSIONAL SURVEY / COMBINANT & PARCEL - 296A-25 PARCEL - 296A-24; ALLOT 7 AND THE SOI OF LOT 8 OF PINEORA ALSO SURVEY OF 2 OF THE EFFINGHAM ASSESSORS FILE.

SURVEY FOR BETTY W CROSBY SURVEY OF TWO PARCELS A COMBINATION OF PARCELS 296A-24 & 296A-25 SURVEY OF 296A-24 & 296A-25 LOCATED IN THE 10 EFFINGHAM COUNTY, SURVEYED 07 JULY 1981
 PLAT DRAWN 8 JULY 2016

BWC.DGN JULY 2016

210'

105'



24'

50'

210'

105'

Previous Home
w/ Septic Tank
* Caregiver
mobile Home

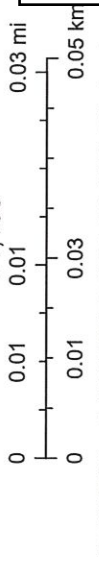
296A-25



4/26/2024

- Addresses
- Roads
- Tax Parcels
- Efn_fin_cache Red: Band_1 Green: Band_2 Blue: Band_3
- Tax Parcel Labels

1:1,100



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

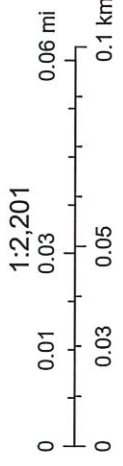
Item XIII. 4.

296A-25



4/26/2024

- Addresses
- Roads
- Tax Parcels
- B-3
- Efn_fin_cache
- AR-1
- AR-2
- AR-3
- Tax Parcel Labels
- Effingham County Zoning
- Red: Band_1
- Green: Band_2
- Blue: Band_3



Item XIII. 4.

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Betty Crosby** requests a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks. Located at 118 Second Street, zoned AR-1. **[Map# 296A Parcel# 25]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks.

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 requests a variance from Section 5.1.4, to allow the reduction in the required building setbacks.
- The applicant's parcel is .51 acres, and the lot size is approximately 136' X 105'.
- The applicant would like to place a mobile home on the property for a caregiver. Due to this parcel being zoned AR-1 the Effingham County Code of Ordinances does allow this an immediate family member.
- AR-1 setbacks are as follows:
 - Front: 50 feet
 - Rear: 50 feet
 - Side: 25 feet
- Per the applicant, there was previously a home and septic system on site.
- At the June 11, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval on the condition that the home could not be closer than 10 feet to the property line along 2nd Street and 10 feet to the side property line.
- Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. **Approve** the request for a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks.
 - The home cannot be closer than 10 feet to the property line along 2nd Street and 10 feet to the side property line.
2. **Deny** the request for a **variance** from ordinance Section 5.1.4, to allow for a reduction in the required building setbacks.

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.
296A-25

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
296A-25

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, BETTY CROSBY has filed an application for a variance, to allow for a reduction in required building setbacks; map and parcel number 296A-25, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024 and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT a variance to allow for a reduction in required building setbacks; map and parcel number 296A-25, located in the 1st commissioner district is approved, with the following condition:

- The home cannot be closer than 10 feet to the property line along 2nd Street and 10 feet to the side property line.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Third District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Amy Wilson** as agent for **Sandra Hutcheson** requests a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction. Located at 569 Little McCall Road, zoned AR-1. **[Map# 320 Parcel# 51]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction.

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 requests a variance from Section 3.21.1, to allow for the occupation of an RV during home construction.
- The applicant is currently looking at permanent home options for the property. A building permit has not been applied for yet.
- AR-1 zoning does allow a secondary dwelling for immediate family members.
- The Future Land Use Map (FLUM) does show this parcel as agriculture/residential.
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval with the following condition:
 - The applicant can stay in the mobile home for up to 12 months, should that time need to be extended, the applicant would need to come back before the Board of Commissioners for approval.
- Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

1. **Approve** the request for a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction.
 - The applicant can stay in the mobile home for up to 12 months, should that time need to be extended, the applicant would need to come back before the Board of Commissioners for approval.
2. **Deny** the request for a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application

2. Aerial photograph 3. Deed

VAR-24-8

Variance Application

Status: Active

Submitted On: 4/26/2024

Primary Location

569 Little McCall Road

Guyton, GA 31312

Owner

HUTCHESON SANDRA K

569 LITTLE MCCALL RD


GUYTON, GA 31312

Applicant

 Amy Wilson

 843-998-9664

 Awilson3194@gmail.com

 569 little McCall Road
Guyton , Ga 31312

Staff Review

 Planning Board Meeting Date*

06/11/2024

 Board of Commissioner Meeting Date*

07/02/2024

 Staff Description

Variance for camper

 Public Notification Letters Mailed

05/13/2025

 Planning Board Ads

05/15/2024

 Board of Commissioner Ads

06/12/2024

 Commissioner District*

3rd

 Request Approved or Denied

—

 Letter & ZMA Mailed

—

General Information

Zoning District*

AR-1

Map/Parcel Number*

03200051

Is this concurrent with a Rezoning? *

Yes

Rezoning Submittal Date*

04/25/2024

Describe why the variance is needed*

To live in RV until permanent home is built. We moved to the property with my parents due to my mom's breast cancer and my dad losing the use of hand. Both not able to take care of property.

How does request meet criteria of Section 7.1.8?

To live in RV until permanent home is built. We moved to the property with my parents due to my mom's breast cancer and my dad losing the use of his hand. Both not able to take care of property.

Who is applying for variance request?*

Agent

Applicant Information

Applicant Name*

Amy Wilson

Applicant Phone Number*

8439989664

Applicant Email Address*

Awilson3194@gmail.com

Applicant Address*

569 Little McCall Road

City*

Guyton

State*

Ga

Zip Code*

31312

Owner of Record

Owner Name*

Sandra K Hutcheson

Owner Phone Number*

9126586466

Owner Email Address*

Awilson3194@gmail.com

Owner Address*

569 Little McCall Toad

City*

Guyton

State*

Ga

Zip Code*

31312

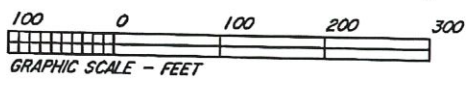
Signature

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge,

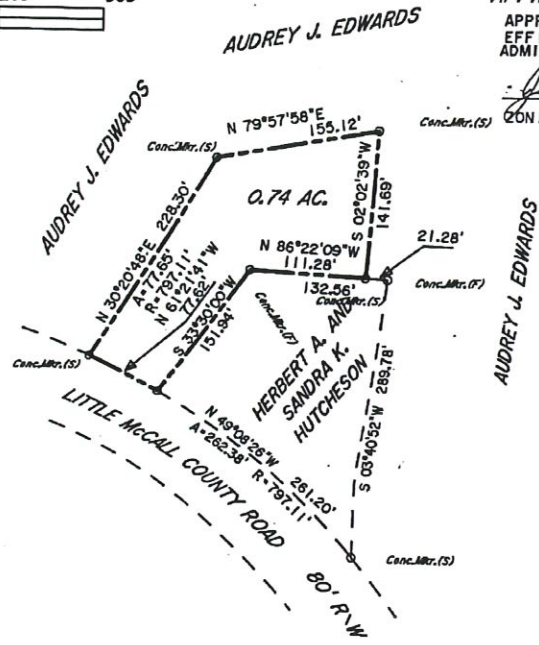
Digital Signature*

✓ Amy Marie Wilson
Apr 23, 2024

Filed for Record
Book B123 Page B2
Date 4/4/2001



APPROVAL EFFINGHAM COUNTY
APPROVED FOR RECORDING BY
EFFINGHAM COUNTY ZONING
ADMINISTRATION.
Joseph J. Panni 3/20/01
ZONING ADMINISTRATOR DATE



THIS TRACT OF LAND IS TO BE ADDED
TO OTHER LANDS OF HERBERT A. AND
SANDRA K. HUTCHESON AND NOT TO BE
SOLD AS A SEPARATE TRACT UNLESS
APPROVED BY THE EFFINGHAM COUNTY
PLANNING BOARD.

PROPERTY SURVEY
FOR
HERBERT A. AND SANDRA K.
HUTCHESON

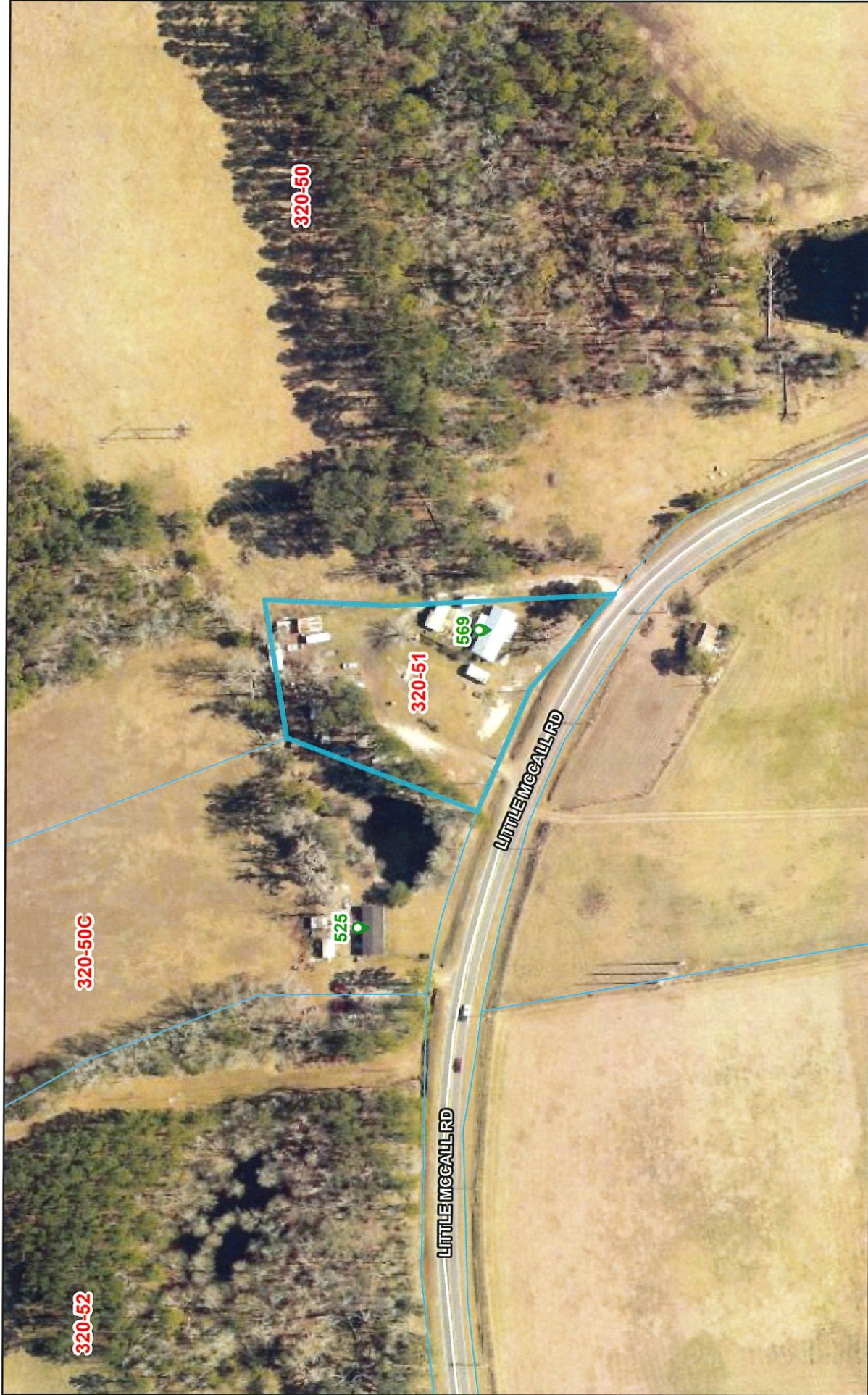
LOCATED IN THE 10TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA




DATE: MARCH 18, 2001
BY: WARREN E. POYTHRESS
Reg. Land Surveyor H 1953
991 Hunters Road
Sylvania, Ga. 30467
Tele. - (912) 857-3288
EQUIPT: TOPCON 303 TOTAL STATION


THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT IN
26731 FEET, & AN ANGULAR
ERROR OF 06\"/>

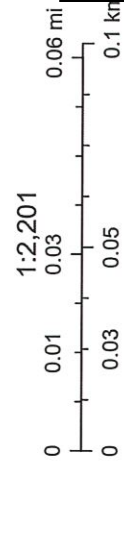
320-51



4/26/2024

Addresses  Tax Parcels

Roads  Tax Parcel Labels



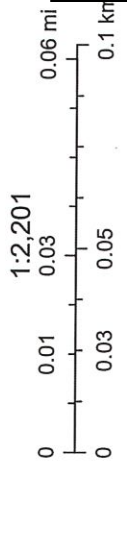
Item XIII. 6.

320-51



4/26/2024

- Addresses
- Roads
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
- AR-1
- Wetlands
- Freshwater Forested/Shrub Wetland
- Freshwater Pond



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Amy Wilson** as agent for **Sandra Hutcheson** requests a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction. Located at 569 Little McCall Road, zoned AR-1. **[Map# 320 Parcel# 51]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction.

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 requests a variance from Section 3.21.1, to allow for the occupation of an RV during home construction.
- The applicant is currently looking at permanent home options for the property. A building permit has not been applied for yet.
- AR-1 zoning does allow a secondary dwelling for immediate family members.
- The Future Land Use Map (FLUM) does show this parcel as agriculture/residential.
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval with the following condition:
 - The applicant can stay in the mobile home for up to 12 months, should that time need to be extended, the applicant would need to come back before the Board of Commissioners for approval.
- Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

1. **Approve** the request for a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction.
 - The applicant can stay in the mobile home for up to 12 months, should that time need to be extended, the applicant would need to come back before the Board of Commissioners for approval.
2. **Deny** the request for a **variance** from ordinance Section 3.21.1, to allow for the occupation of an RV during home construction.

Recommended Alternative: 1

Other Alternatives: 2

Item XIII. 7.

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.
320-51

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
320-51

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, AMY WILSON AS AGENT FOR SANDRA HUTCHESON has filed an application for a variance, to allow for occupation of a RV during home construction; map and parcel number 320-51, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024 and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT a variance to allow for occupation of a RV during home construction; map and parcel number 320-51, located in the 3rd commissioner district is approved, with the following condition:

- The applicant can stay in the mobile home for up to 12 months, should that time need to be extended, the applicant would need to come back before the Board of Commissioners for approval.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Fourth District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Robert Crisp** requests a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks. Located at 156 Knotty Pine Circle, zoned R-1. **[Map# 428C Parcel# 150]**

Summary Recommendation

Staff has reviewed the application and recommends **denial** of the requests a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks.

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 requests a variance from Section 5.1.4, to allow the reduction in the required building setbacks.
- This variance is to allow the accessory structure to be 3 feet from the home. The Effingham County Code of Ordinances requires that accessory structures be at least 10 feet from the primary dwelling.
- There is a 15' utility easement along the back portion of the property, however there is a building located within that easement.
- Per the Effingham County Code of Ordinances, **Appendix C, Article VI, Section 6.2.3 – Accessory Structures:**
 - An accessory structure less than ten feet from the principal structure must be connected thereto by a breezeway or similar structure and will be considered a component of the principal structure and comply with all yard setbacks for the principal structure.*
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval, there was not a second and the motion died.
- Mr. Ryan Thompson followed with a motion for denial based on the staff's recommendation. It was Second by Mr. Peter Higgins. The vote was tied 2-2, as both Mr. Alan Zipperer and Chairman Dave Burns opposed.

Alternatives

- Approve** the request for a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks.
- Deny** the request for a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks.

Recommended Alternative: 2

Other Alternatives: 1

Item XIII. 8.

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Variance Application 2. Aerial photograph 3. Deed

VAR-24-6

Variance Application

Status: Active

Submitted On: 4/19/2024




Primary Location

156 Knotty Pine Circle
Springfield, GA 31329

Owner

CRISP ROBERT A AND JEAN
M
156 KNOTTY PINE CIR
SPRINGFIELD, GA 31329

Applicant

 Robert Crisp
 912-308-9427 ext. 00000
 rac_44314@yahoo.com
 156 Knotty Pine Circle
Springfield, Ga 31329

Staff Review

 Planning Board Meeting Date*

06/11/2024

 Board of Commissioner Meeting Date*

07/02/2024

 Staff Description

Building setbacks

 Public Notification Letters Mailed

05/20/2024

13

 Planning Board Ads

05/22/2024

15

 Board of Commissioner Ads

06/19/2024

12

 Commissioner District*

4th

 Request Approved or Denied

-

 Letter & ZMA Mailed

-

General Information

Zoning District*

R-1

Map/Parcel Number*

428C-150

Is this concurrent with a Rezoning? *

No

Describe why the variance is needed*

Disabled, need garage to be closer to my home.

How does request meet criteria of Section 7.1.8?

Lot is too small to meet required setbacks

Who is applying for variance request?*

Owner

Applicant Information

Applicant Name*

Robert Crisp

Applicant Phone Number*

9123089427

Applicant Email Address*

rac_44314@yahoo.com

Applicant Address*

156 Knotty Pine Circle

City*

Springfield

State*

Ga

Zip Code*

Ga

Signature

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge,

Digital Signature*

✓ Robert Allen Crisp

Apr 19, 2024



EDC ENGINEERING, INC.
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Phone (404) 525-4444
 Fax (404) 525-4444

PLAT OF SHADOWBROOK SUBDIVISION - PHASE III-A
 11th G.M. DISTRICT,
 EFFINGHAM COUNTY, GEORGIA,
 prepared for:
MR. PARKER AND BARNARD RAHN

NO.	BY	DATE
-	-	-
-	-	-
-	-	-
-	-	-

DESIGNER: C/JW
 GRAPHIC: M/Y
 REVIEW: GWT
 DATE: NOV. 2008
 SCALE: 1" = 100'
 PROJECT: 01-0100

SHEET: **2** OF 3

- NOTES:**
- OWNER HAS BEEN ADVISED BY THE ARCHITECT OF THE NECESSITY OF OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND TO BE RESPONSIBLE FOR THE COST OF SUCH PERMITS.
 - THE ARCHITECT HAS BEEN ADVISED OF THE NECESSITY OF OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND TO BE RESPONSIBLE FOR THE COST OF SUCH PERMITS.
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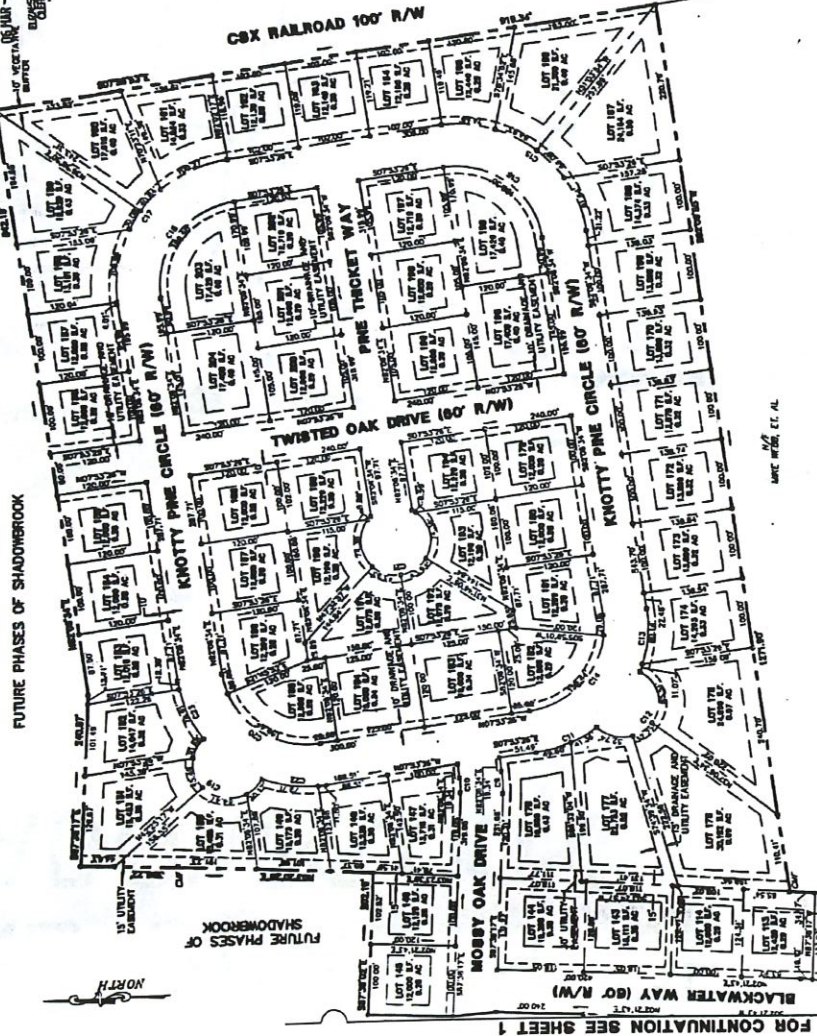
LEGEND:
 - - - - - UNIMPROVED RIGHT-OF-WAY
 - - - - - UNIMPROVED EASEMENT
 - - - - - UNIMPROVED UTILITY EASEMENT
 - - - - - UNIMPROVED CONC. ADJ. SET

SHADOWBROOK SUBDIVISION
 PHASE III-A
 LOT 110
 PHASE III-A, AREA 47.30 ACRES

APPROVED BY THE LOCAL ADMINISTRATOR OF EFFINGHAM COUNTY AND RECORDING IN THE OFFICE OF CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.
 [Signature] DATE: 2/1/2009
 [Signature] DATE: 2/1/2009
 LOCAL RECORDS OFFICIAL



CHARLES S. RUDER, P.E.
 No. 1549, State of Georgia

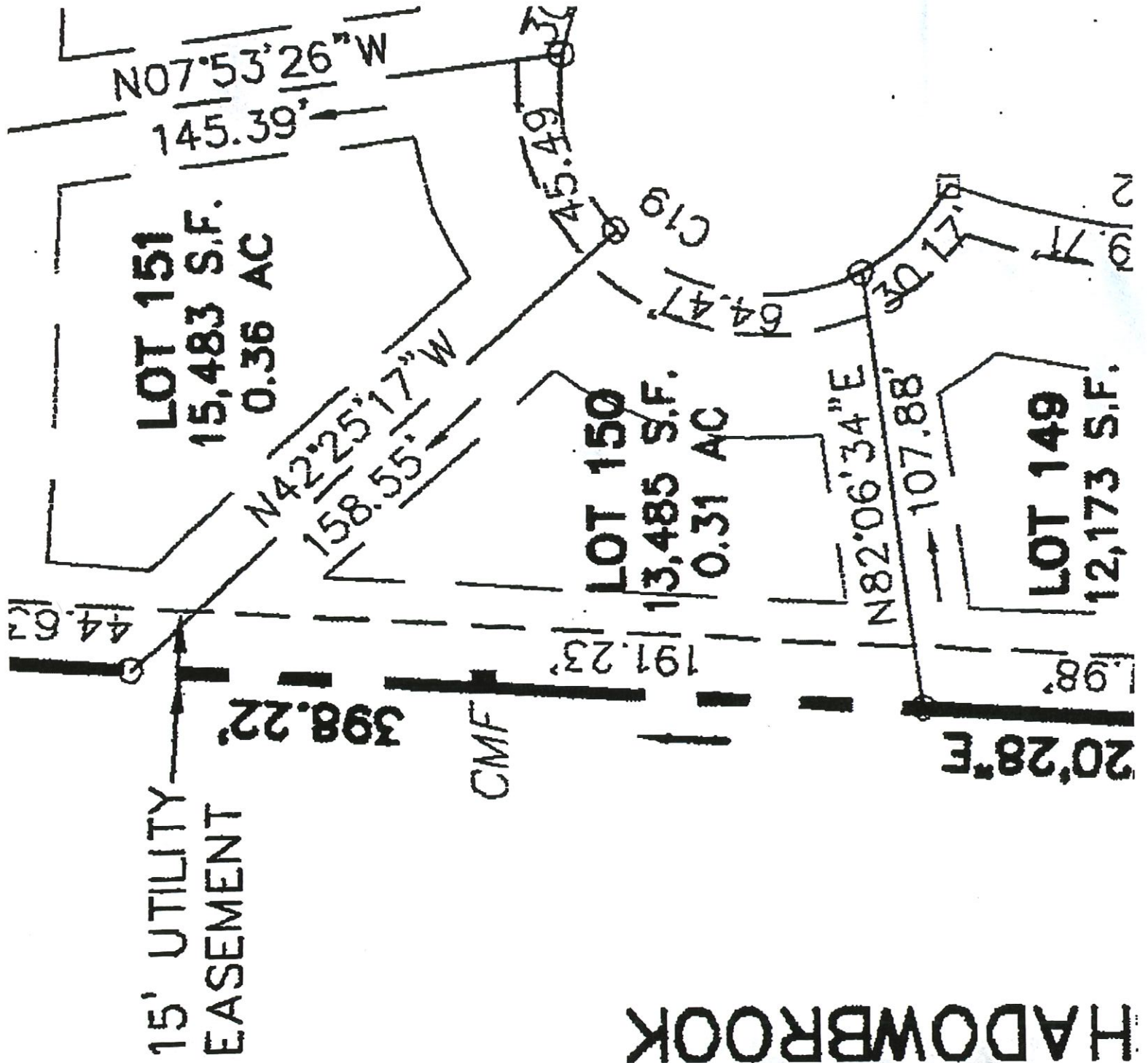


CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
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C2	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C3	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C4	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C5	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C6	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C7	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C8	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C9	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C10	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C11	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C12	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C13	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C14	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C15	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C16	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C17	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C18	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C19	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C20	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C21	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C22	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C23	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C24	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C25	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C26	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C27	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C28	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C29	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C30	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C31	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C32	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C33	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C34	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C35	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C36	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C37	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C38	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C39	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C40	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C41	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C42	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C43	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C44	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C45	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C46	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C47	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C48	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C49	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C50	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C51	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
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C53	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C54	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C55	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C56	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C57	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C58	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
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C64	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
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C66	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
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C99	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W
C100	11.87	180.00	107.00°	6.81	11.87	S82°17'00"W

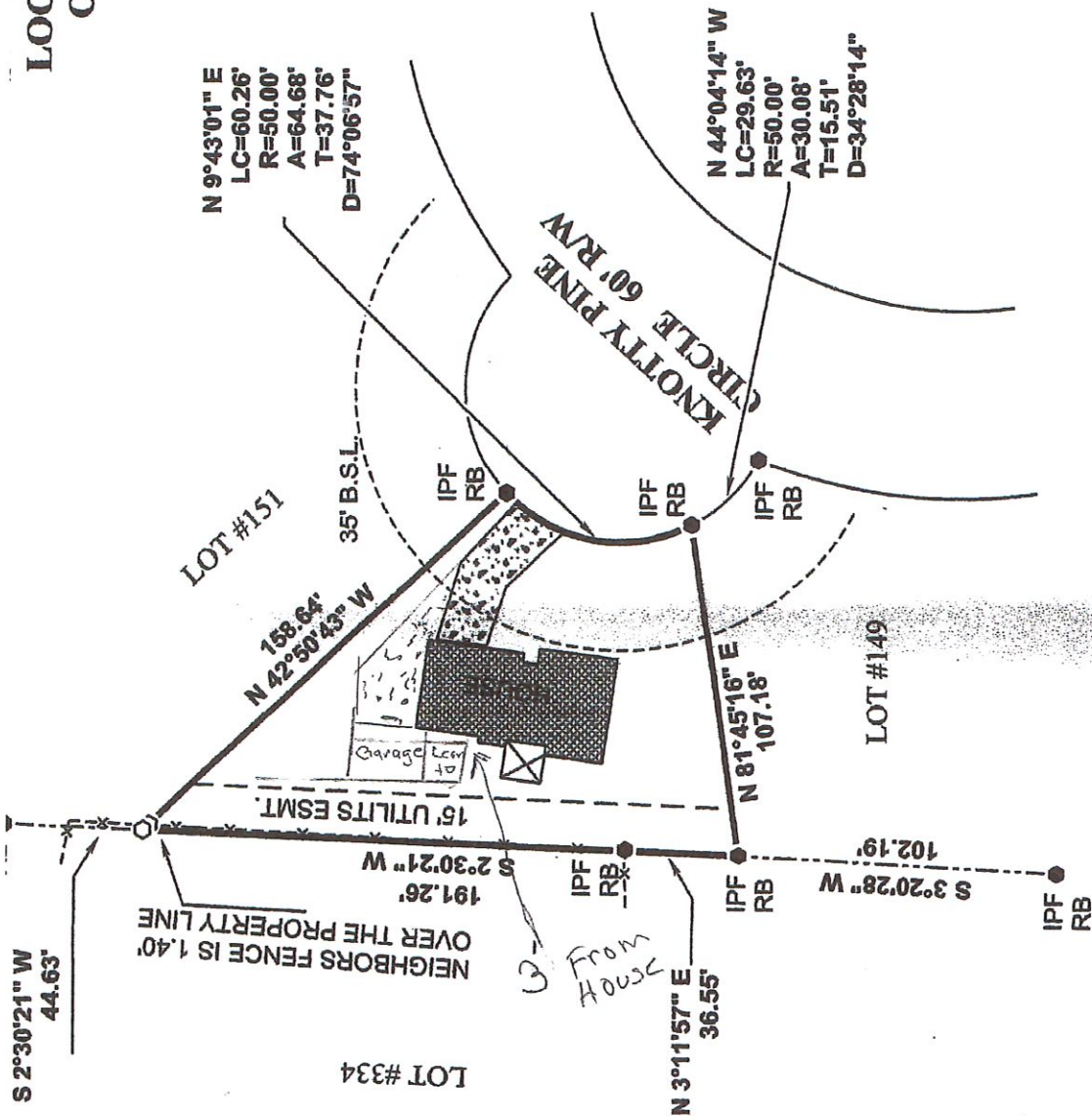
- REFERENCES:**
- SURVEY OF A 12.84 ACRES TRACT OF LAND LOCATED IN THE CITY OF GAINES, EFFINGHAM COUNTY, GEORGIA, PREPARED BY MR. KEEL S. ACHERMAN, P.E., DATED JUNE 14, 2004.
 - PROPOSED PLAT OF SHADOWBROOK SUBDIVISION, PHASE III-A, EFFINGHAM COUNTY, GEORGIA, PREPARED BY EDC ENGINEERING SERVICES, INC. ON 8/20/08.
 - WETLAND DEMARCATION EXHIBIT, LOT 110, SHADOWBROOK SUBDIVISION, PHASE III-A, EFFINGHAM COUNTY, GEORGIA, PREPARED BY EDC ENGINEERING SERVICES, INC. ON 10/12/08.
 - SURVEY OF 10.14 ACRES BENE PROPERTY, PREPARED BY FALCHER TECHNICAL SERVICES, DATED APRIL 2004.
 - PROPERTY SURVEY FOR RUDER ANNA, PREPARED BY WARDEN POTTERHEAD, P.E., DATED DECEMBER 1991 AND REVISION OCT. 1993.
 - WALTON, H.S., DATED MARCH 17, 1977.
 - PLAT CARBET "A", PAGE 233-4
 - PLAT CARBET "A", PAGE 233-C
 - PLAT BOOK "A", PAGE 209

AREA: 47.30 ACRES (47.30 ACRES)
 E.O.D. PLAT: 1/1/2009
 E.O.C. FIELD: 1/1/2009
 E.O.C. OFFICE: 1/1/2009
 ADJUSTMENT METHOD: CONFORMAL EQUIPMENT USED: TORCON
 FIELD SURVEY WAS COMPLETED IN NOVEMBER AND DECEMBER 2008

URE PHASES OF HADOWBROOK



**LOCATE
OF EF**



6 + SCRLS #31964
 .826.5283 | Rincon
 12.282.7052 | Cell

OF COURT

LECTED USING A TOPCON -
 A GRX2, AND A TESLA DATA COLLECTOR.
 CATED IN A FEDERAL FLOOD AREA AS
 OFFICIAL FLOOD HAZARD MAPS.

ULATED FOR CLOSURE AND IS
 WITHIN ONE FOOT IN 100,000 FEET.
 LEDGE, INFORMATION AND BELIEF ALL
 IUREMENTS OF COURSES, DISTANCES
 NS ARE AS SHOWN, HAVE BEEN PROVEN
 MY OPINION THIS IS A CORRECT
 LAND PLATTED AND HAS BEEN PREPARED
 MINIMUM STANDARDS AND REQUIREMENTS

ITH BOTH THE RULES OF THE GEORGIA BOARD
 OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 F GEORGIA ANNOTATED (OCGA) 15-6-67) IN THAT
 BETWEEN THESE TWO SETS OF SPECIFICATIONS THE
 W PREVAIL.

HE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO
 AT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY
 ATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF
 ASSED ON KNOWLEDGE, INFORMATION AND BELIEF, AND
 EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE.
 A EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE

ITION

INT OF AN EXISTING PARCEL OR PARCELS OF LAND AND
 REATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY
 IES, THE RECORDING INFORMATION OF THE
 OR OTHER INSTRUMENTS WHICH CREATED THE
 HEREON. RECORDATION OF THIS PLAT DOES
 AL JURISDICTION, AVAILABILITY OF PERMITS.

TOTAL Sketch by la mode, inc.

Living Area

Main Floor

Area Calculations Summary

1466.58 sq ft

Calculation Details

8.6 x 2	=	17.2
33.4 x 18.3	=	611.22
6.2 x 4.9	=	30.38
25.4 x 13	=	330.2
11 x 20.14	=	221.55
8.26 x 31	=	256.04
1467 sq ft		
20.4 sq ft		
120 sq ft		
402.82 sq ft		
10 x 12	=	120
20 x 20.14	=	402.82

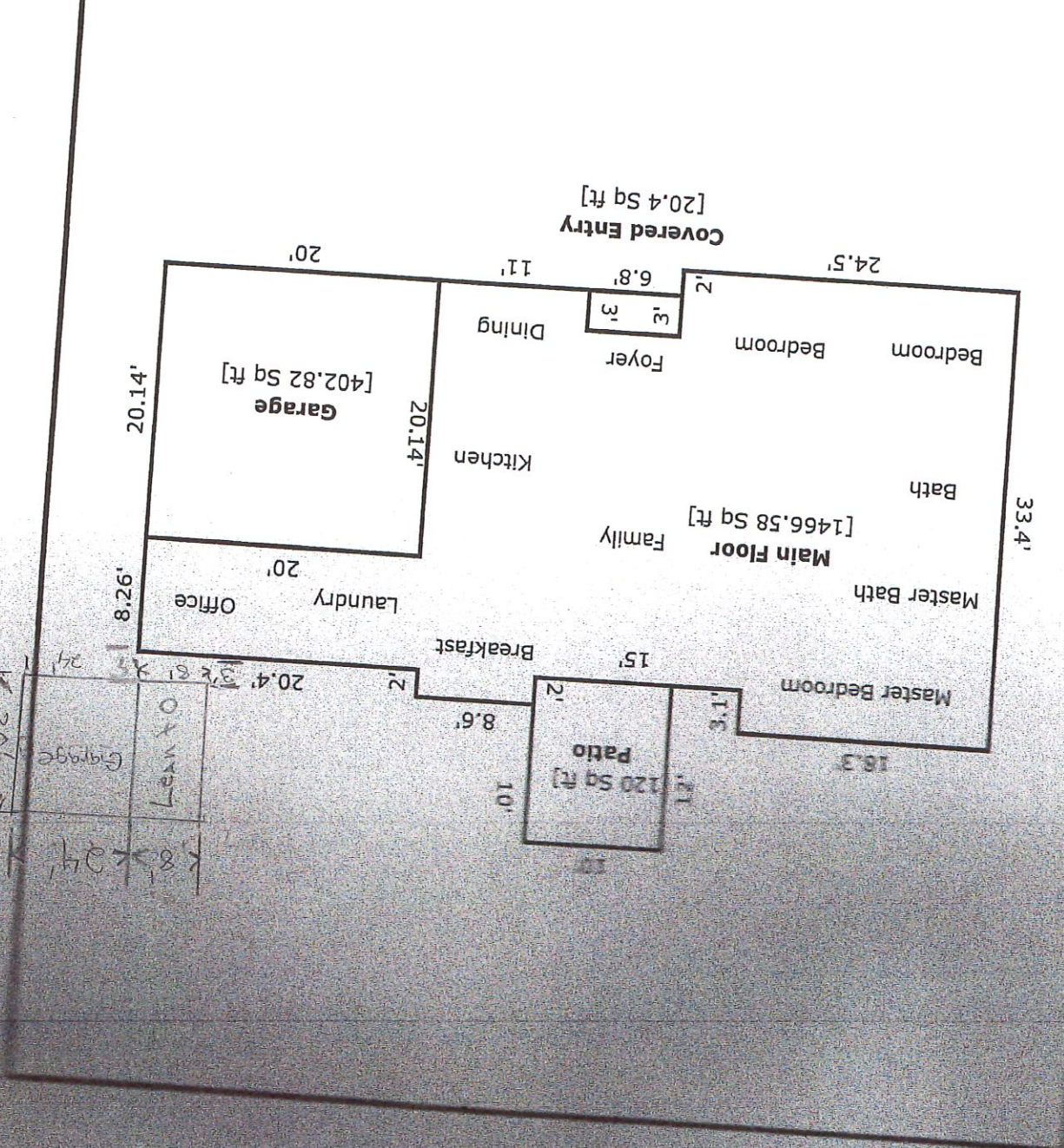
Total Living Area (Rounded):

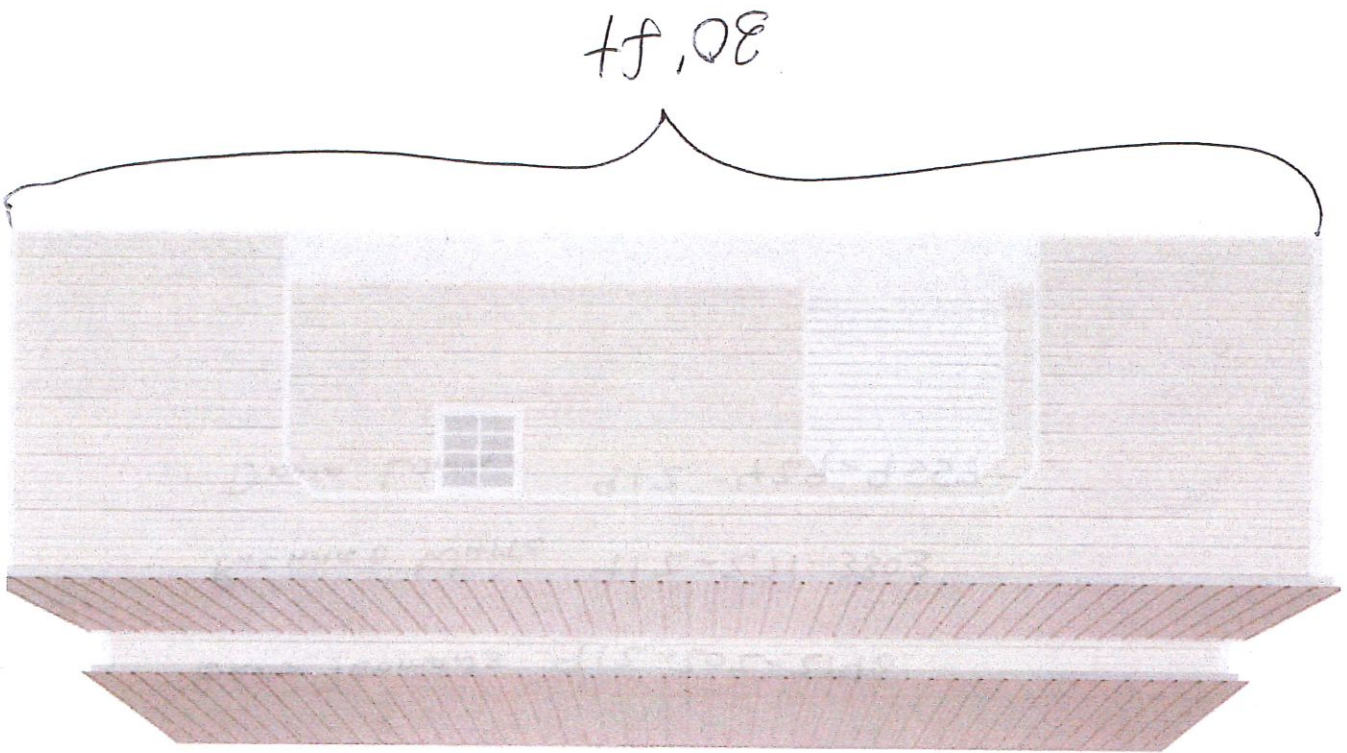
Non-Living Area

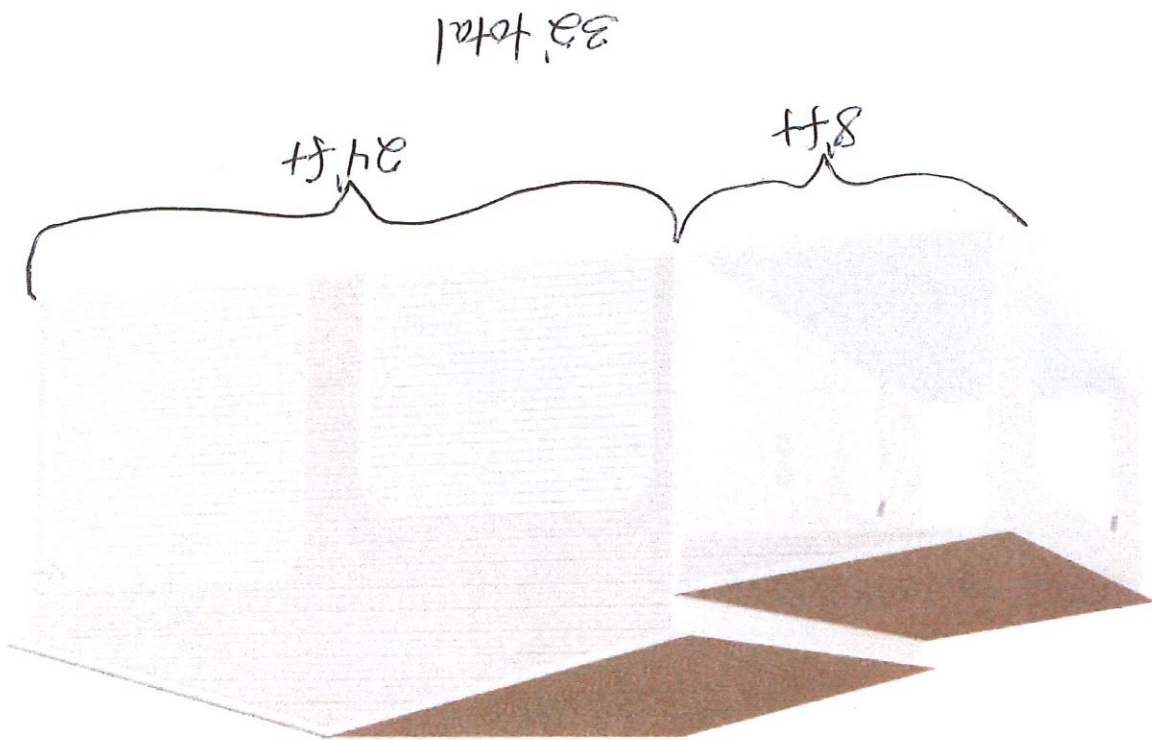
Covered Entry

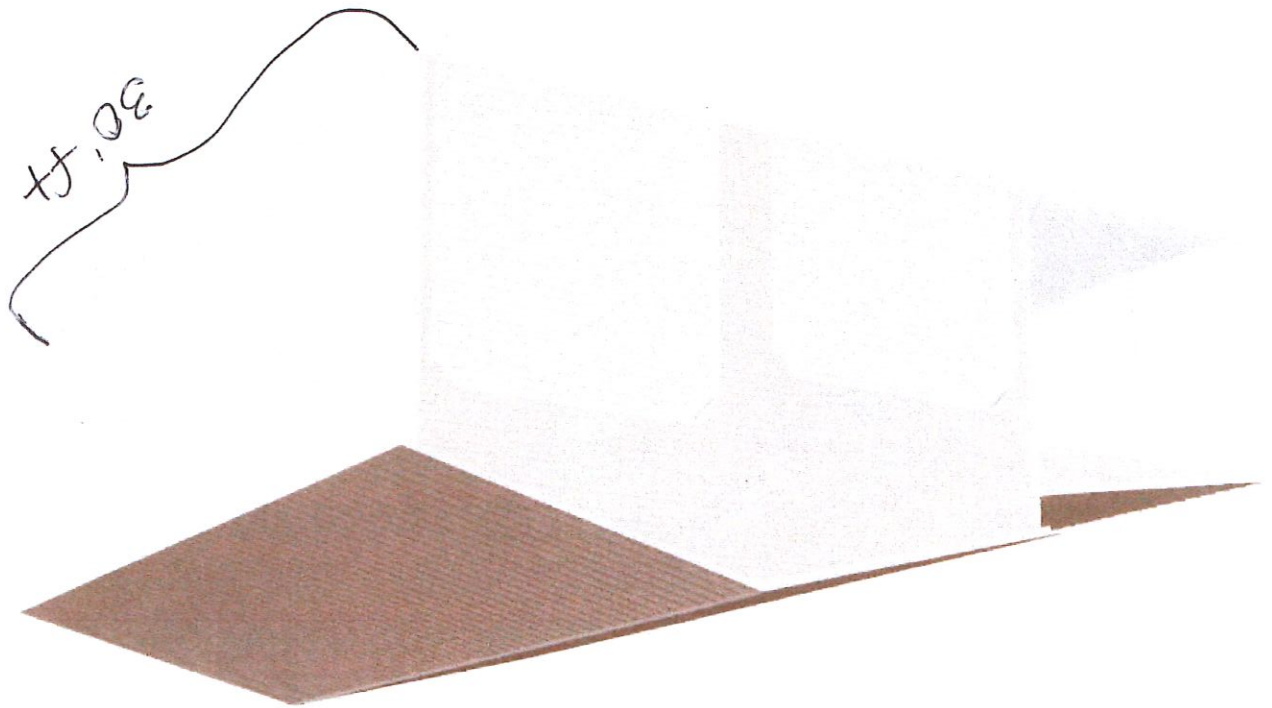
Patio

Garage









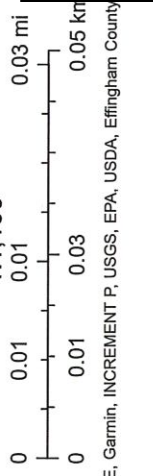
4285C-150



4/23/2024

- Addresses
- Tax Parcels
- Tax Parcel Labels
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:1,100



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Eflingham County BOC

4285C-150



4/23/2024

Addresses

Tax Parcels

Effingham County Zoning Efn_fin_cache R-1

Red: Band_1

Green: Band_2

Blue: Band_3

1:1,100

0 0.01 0.03 0.05 mi

0 0.01 0.03 0.05 Kt

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Robert Crisp** requests a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks. Located at 156 Knotty Pine Circle, zoned R-1. **[Map# 428C Parcel# 150]**

Summary Recommendation

Staff has reviewed the application and recommends **denial** of the requests a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks.

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 requests a variance from Section 5.1.4, to allow the reduction in the required building setbacks.
- This variance is to allow the accessory structure to be 3 feet from the home. The Effingham County Code of Ordinances requires that accessory structures be at least 10 feet from the primary dwelling.
- There is a 15' utility easement along the back portion of the property, however there is a building located within that easement.
- Per the Effingham County Code of Ordinances, **Appendix C, Article VI, Section 6.2.3 – Accessory Structures:**
 - An accessory structure less than ten feet from the principal structure must be connected thereto by a breezeway or similar structure and will be considered a component of the principal structure and comply with all yard setbacks for the principal structure.*
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval, there was not a second and the motion died.
- Mr. Ryan Thompson followed with a motion for denial based on the staff's recommendation. It was Second by Mr. Peter Higgins. The vote was tied 2-2, as both Mr. Alan Zipperer and Chairman Dave Burns opposed.

Alternatives

1. **Approve** the request for a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks.
2. **Deny** the request for a **variance** from ordinance Section 5.1.4, to allow for the reduction in required building setbacks.

Recommended Alternative: 2

Other Alternatives: 1

Item XIII. 9.

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.
428C-150

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
428C-150

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, ROBERT CRISP has filed an application for a variance, to allow for a reduction in required building setbacks; map and parcel number 428C-150, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024, and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT a variance to allow for a reduction in required building setbacks; map and parcel number 428C-150, located in the 4th commissioner district is approved.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2024

Item Description: **Jason Ruarks** as agent for **Karen Lanier & Gary Moore** requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites. Located at 188 Harley Road. **[Map# 417B Parcel# 4]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to AR-2 to subdivide the lot into 3 separate parcels.
- There are currently two homes located on the property; to place a third home, the applicant is subdividing the parcel.
- AR-1 zoning requires that the parcel must be 5 acres or more, the new proposed parcels will not meet that acreage.
- The parcel is surrounded by agriculture/residential zoned parcels on all sides.
- This rezoning will be consistent with the Future Land Use Map (FLUM) as this parcel is projected to be agriculture/residential.
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval. The motion was second by Mr. Ryan Thompson and carried unanimously.

Alternatives

1. Approve the requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites with the following conditions:

- A plat shall be submitted to Development Services and approved, then recorded before the zoning can take effect.

2. Deny the requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application and checklist 3. Plat 5. Deed
 2. Ownership certificate/authorization 4. Aerial photograph

RZN-24-30

Rezoning Application

Status: Active

Submitted On: 5/1/2024

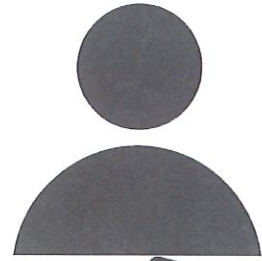
Primary Location

188 Harley Road
Guyton, GA 31312

Owner

LANIER KAREN D AND
MOORE GARY M
188 OLD HARLEY RD
GUYTON, GA 31312

Applicant



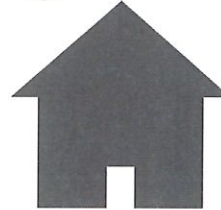
Jason
Ruarks



912-663-
5899 ext.
00000



babyruarks@gmail.com



188 old
Harley
road

GUYTON, Ga 31312

Staff Review

 Planning Board Meeting Date*

06/11/2024

 Board of Commissioner Meeting Date*

07/02/2024

 Notification Letter Description *

Subdivide to create new home sites.

 Map #*

417B

 Parcel #*

4

🔒 Staff Description

🔒 Georgia Militia District

9

🔒 Commissioner District*

2nd

🔒 Public Notification Letters Mailed

05/13/2024

🔒 Board of Commissioner Ads

06/12/2024

🔒 Planning Board Ads

05/15/2024

🔒 Request Approved or Denied

—

🔒 Plat Filing required* ⓘ

Yes

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

Jason Ruarks

Applicant Email Address*

Babyruarks@gmail.com

Applicant Phone Number*

9126635899

Applicant Mailing Address*

100 BONNIE CIRCLE

Applicant City*

Ellabell

Applicant State & Zip Code*

GA 31308

Property Owner Information

Owner's Name*

Karen D. Lanier Gary M. Moore

Owner's Email Address*

Gmm0320@yahoo.com

Owner's Phone Number*

(912) 5722-2207

Owner's Mailing Address*

188 Old Harley Road

Owner's City*

Guyton

Owner's State & Zip Code*

Ga 31312

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Map & Parcel *

0417B004

Road Name*

Harley Road

Proposed Road Access* ?

Harley Road

Total Acres *

4.88

Acres to be Rezoned*

4.88

Lot Characteristics *

Two homes located on parcel. surveying 1 acre out for additional home

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

rezoning so I can be closer home to family

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

North*

AR1

South*

AR2

East*

AR1

West*

AR1

Describe the current use of the property you wish to rezone.*

Open farm land

Does the property you wish to rezone have a reasonable economic use as it is currently zoned?*

No, we have a small garden on this parcel

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

Putting a home on the property to live closer to family to help with kids

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

Residential

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

convenience of being closer to family to help them

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

No

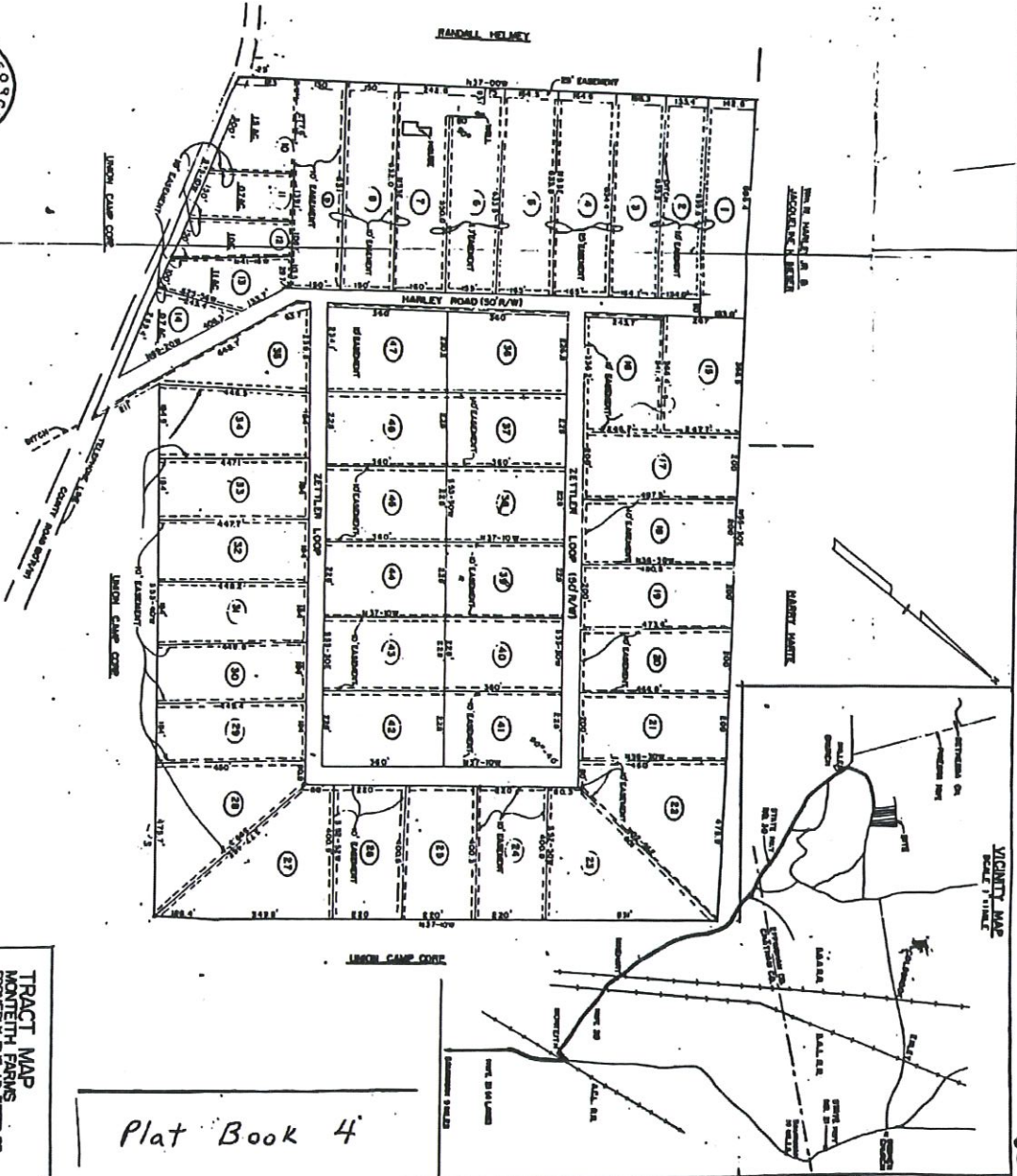
Digital Signature*

 Jason Lee Ruarks
May 1, 2024

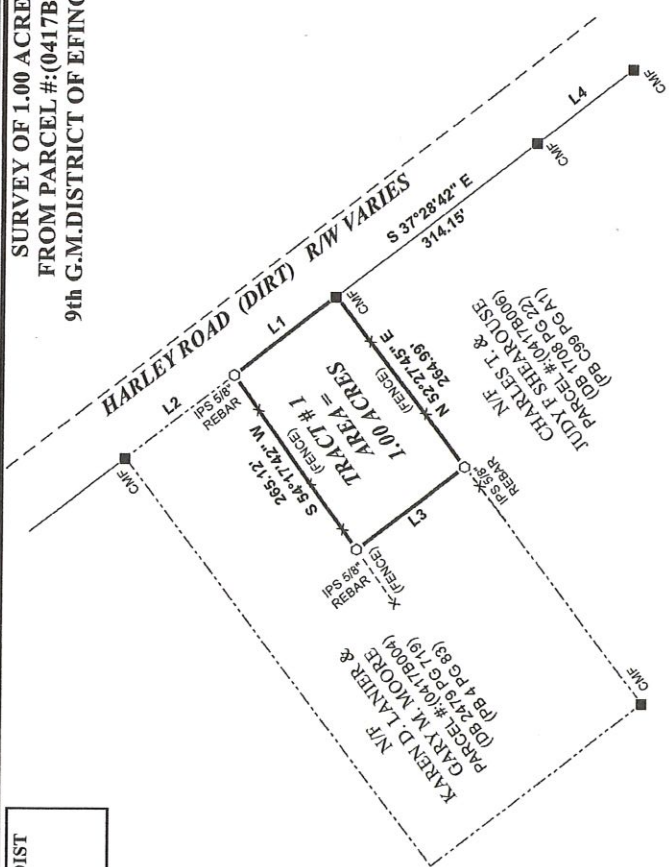


TRACT MAP
MONTETH FARMS
 FRONT VIEW OF ZETTLER
 800 ACRES TRACT
 LAYED-OUT IN SMALL TRACTS
 FOR THE HIGH R. SUBSIDIES &
 DEED RECORDS
 BY: [Signature]
 S. L. S. NO. 1883
 NOTE: [Illegible text]
 AT LOTS 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Plat Book 4



SURVEY OF 1.00 ACRE BEING SUBDIVIDED FROM PARCEL #:(0417B004), LOCATED IN THE 9th G.M.DISTRICT OF EFFINGHAM COUNTY, GEORGIA



LINE	BEARING	HORIZ DIST
L1	N37°31'55"W	180.12'
L2	N37°31'55"W	189.86'
L3	S37°31'55"E	188.60'
L4	S37°24'41"E	150.47'

FLOOD INFORMATION:
 FEMA FLOOD MAP (13103C0267E)
 EFFECTIVE DATE: (03/16/2015)
 THIS AREA IS NOT LOCATED IN A FLOOD HAZARD AREA

FLOOD ZONE:
 "X" AREA OF MINIMAL FLOOD HAZARD

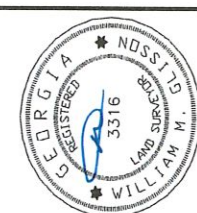
RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL STATION, CARLSON RTX DATA COLLECTOR AND A CARLSON BR6+ GPS.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLAT AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978.
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE RULES OF THE GEORGIA ANNOTATED (O.C.G.A. 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ANY INSTRUMENT WHICH AFFECTS THE PROPERTY ARE SHOWN THE CERTIFICATION, AS SHOWN HEREON, IS A TRUE AND CORRECT PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE OF ONE FOOT UPON WHICH THIS PLAT IS BASED AS A FIELD CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET, AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR SIGNATURES SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT AGENCIES. THE UNDERSIGNED HAS REVIEWED THIS PLAT AS INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED HAS REVIEWED THE STANDARDS AND 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.

WILLIAM MARK GLISSON RLS #3316
 DATE 4/30/2024



STATE OF GEORGIA
 LSF # 1404

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR _____ DATE _____

BASED UPON THE REPRESENTATIONS OF THE ENGINEER/SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND SUPPLEMENTARY INFORMATION PROVIDED, A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER/SURVEYOR FINDS THAT THIS PLAT COMPLIES WITH THE OCSMS REGULATIONS FOR A TYPICAL SIZE RESIDENCE OR 3 OR 4 BEDROOMS WITH BASIC APURTENANCES. EACH LOT MUST BE SET ASIDE FOR ON-SITE SEWAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A PERMIT. MODIFICATIONS OR CHANGES IN SITE DESIGNATION MAY VOID THIS APPROVAL.

SIGNING AUTHORITY _____ TITLE _____ DATE _____

PREPARED BY: _____



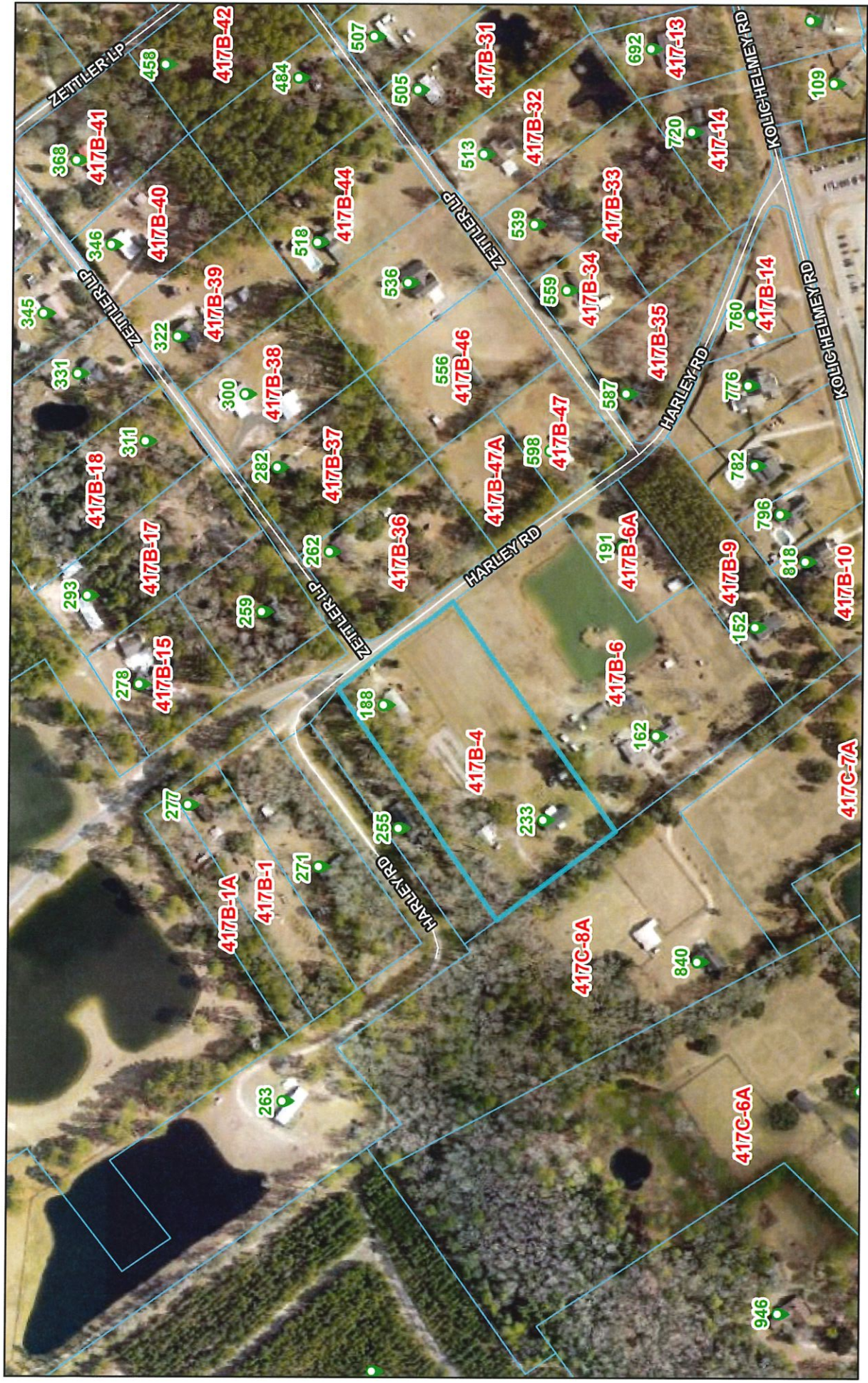
WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
 GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964

377 TUCKER ROAD, CLAXTON, GEORGIA 30417
 RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
 WMGLISSON@BELL SOUTH.NET



SURVEY FOR:	
JASON RUARKS	
COUNTY: EFFINGHAM	STATE: GEORGIA
GMD: 9th	
DATE: 04/26/2024	SCALE: 1" = 150'
FILE NUMBER: 24222	DRAWN BY: KJ
TOTAL AREA: = 1.00	
FIELD SURVEY DATE: 04/26/2024	



- REFERENCES:**
1. DB 2479 PG 719
 2. PB 4 PG 83

417B-4

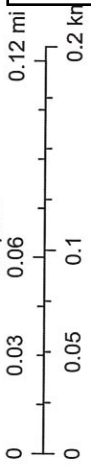


5/1/2024

Addresses  Tax Parcels 

Roads  Tax Parcel Labels 

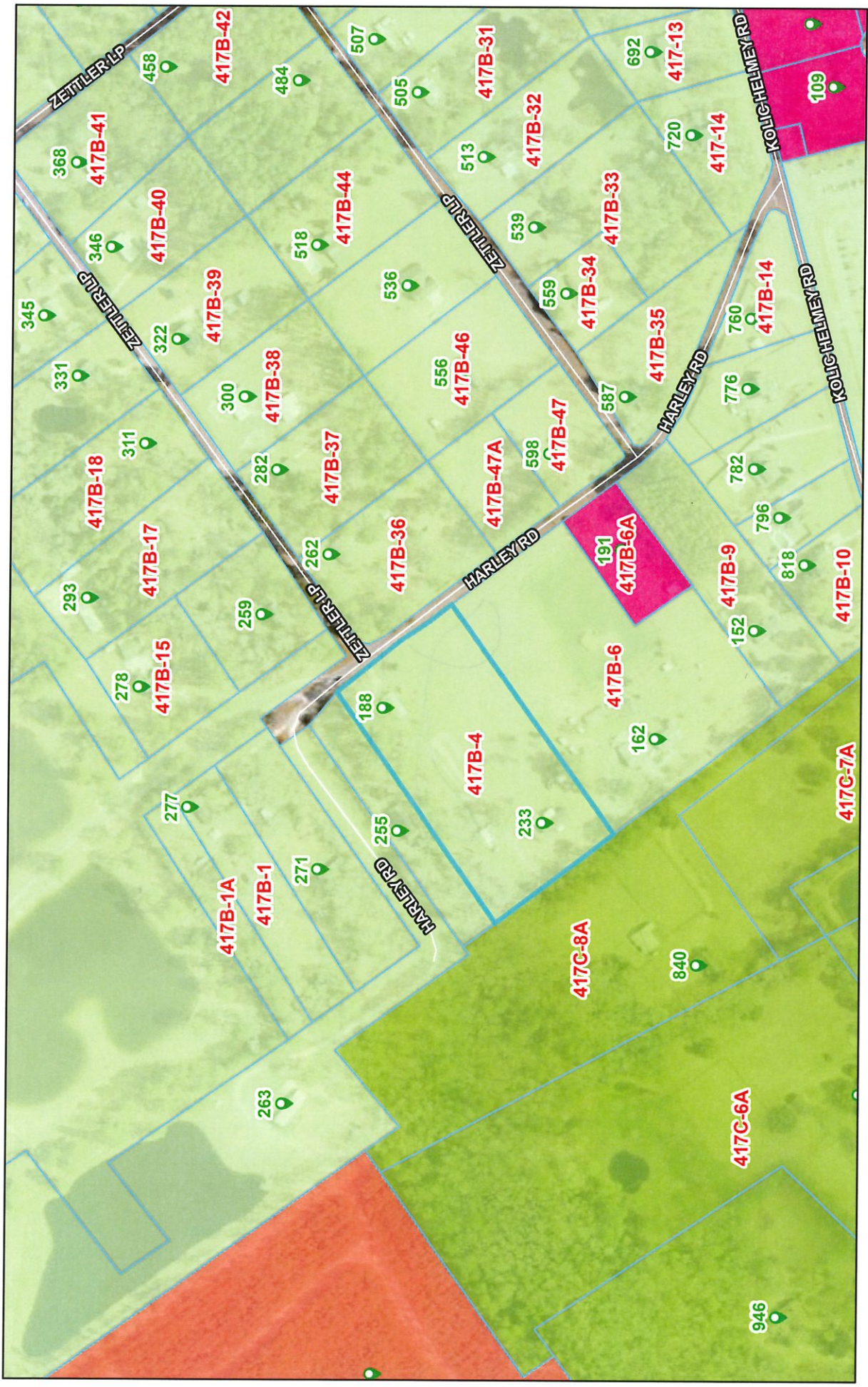
1:4,401



Item XIII. 10.

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA
USDA

417B-4



5/1/2024

Addresses Tax Parcels Effingham County Zoning

Roads R-1

AR-1 AR-2

I-1

Scale: 1:4,401

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Jason Ruarks as agent for Karen Lanier & Gary Moore – (Map # 417B Parcels # 4)** from AR-1 to AR-2 zoning.

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

D.B.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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A.A.

9.5

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APPROVAL

DISAPPROVAL

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R.T.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL *PH*

DISAPPROVAL _____

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

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

PH
John E. Higgins

Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Chelsie Fernald, Senior Planner

Department: Development Services

Meeting Date: July 16, 2024

Item Description: **Jason Ruarks** as agent for **Karen Lanier & Gary Moore** requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites. Located at 188 Harley Road. **[Map# 417B Parcel# 4]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to AR-2 to subdivide the lot into 3 separate parcels.
- There are currently two homes located on the property; to place a third home, the applicant is subdividing the parcel.
- AR-1 zoning requires that the parcel must be 5 acres or more, the new proposed parcels will not meet that acreage.
- The parcel is surrounded by agriculture/residential zoned parcels on all sides.
- This rezoning will be consistent with the Future Land Use Map (FLUM) as this parcel is projected to be agriculture/residential.
- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval. The motion was second by Mr. Ryan Thompson and carried unanimously.

Alternatives

1. Approve the requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites with the following conditions:

- A plat shall be submitted to Development Services and approved, then recorded before the zoning can take effect.

2. Deny the requests to **rezone +/- 4.88 acres from AR-1 to AR-2** to allow for subdivision to create new home sites.

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.
417B-4

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417B-4

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JASON RUARKS AS AGENT FOR KAREN LANIER & GARY MOORE has filed an application to rezone four and eighty-eight hundredth (4.88) +/- acres; from AR-1 to AR-2 to allow for subdivision to create a new home site; map and parcel number 417B-4, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024 and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT four and eighty-eight hundredth (4.88) +/- acres; map and parcel number 417B-4, located in the 2nd commissioner district is rezoned from AR-1 to AR-2 to allow for subdivision to create new home site, with the following conditions:

- A plat shall be submitted to Development Services and approved, then recorded before the zoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2023

Item Description: **Lee Grider** requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities. Located at 1243 & 1257 Noel C Conaway Road. **[Map# 375E Parcel# 5 & 6]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to B-1 to start a proposed coffee shop.
- Across Nease Road is a church and across Noel C Conaway Road is Effingham County High School.
- The B-1 commercial zoning is the Neighborhood Commercial District. Based on the Effingham County Table of Permitted Uses, the following are allowed within the B-1 zoning district:
 - Plant Nurseries
 - Hotel/Motel over 75 Rooms
 - Banks
 - Automated Bank Tellers (Stand Alone)
 - Dentist
 - Doctor (All Specialties)
 - Urgent Care
 - Orthodontist
 - Optometry
 - Physical Therapy
 - Pharmacy
 - Pharmacy for Medical Cannabis Dispensary or Medical Marijuana Dispensary
 - Counseling
 - Veterinarian
 - Butcher Shop without Abattoir
 - Retail – General
 - Rural Business
 - Convenience Store (no gas pumps)
 - Dry Cleaning Outlets
 - Florist (Wholesale/Retail)
 - Gas Station (less than 10 pumps)
 - Movie Theater
 - Outdoor Recreational Facilities (Playgrounds, pools)
 - Unlighted Regulation Size (18 Holes) or Par Three (9 Holes+) Gold Courses
 - Utility Operation Centers
 - Government Owned EV Charging Stations
 - Childcare Center
 - Nursing Homes
 - Libraries/Museums
 - Places of Worship
 - Taxidermy
- This parcel is surrounded by agriculture/residential zoned parcels on all sides.
- The Future Land Use Map (FLUM) does have these parcels projected to be agriculture/residential.

- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval of Staff recommendations. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

1. Approve the requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities with the following conditions:

- A recombination plat shall be submitted to Development Services and approved, then recorded.
- A site plan shall be approved by the Board of Commissioners per the Effingham County Code of Ordinances, **Chapter 14, Article II, Division 2, Section 14-56 – Permits.**
- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

2. Deny the requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

- Attachments:**
- | | | |
|--|----------------------|---------|
| 1. Rezoning application and checklist | 3. Plat | 5. Deed |
| 2. Ownership certificate/authorization | 4. Aerial photograph | |

RZN-24-29

Rezoning Application

Status: Active

Submitted On: 4/22/2024

Primary Location

1243 Noel C Conaway Road



Guyton, GA 31312

Owner

GRIDER ARNOLD LEE JR

200 SHEAROUSE RD

GUYTON, GA 31312

Applicant Arnold Grider 912-414-4596 griderrealty@gmail.com 200 Shearouse Rd
Guyton, Georgia 31312

Staff Review

 **Planning Board Meeting Date***

06/11/2024

 **Board of Commissioner Meeting Date***

07/02/2024

 **Notification Letter Description ***

rezoning for business opportunities

 **Map #***

375E

 **Parcel #***

5

 **Staff Description**

AR-1 1/2 AR-2 to B-1

 **Georgia Militia District**

1559

 **Commissioner District***

2nd

 **Public Notification Letters Mailed**

05/13/2024

 **Board of Commissioner Ads**

06/12/2024

🔒 Planning Board Ads

05/15/2024

🔒 Request Approved or Denied

—

🔒 Plat Filing required* [?](#)

No

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name*

Lee Grider

Applicant Email Address*

Griderrealty@gmail.com

Applicant Phone Number*

912-414-4596

Applicant Mailing Address*

200 Shearouse Rd

Applicant City*

Guyton

Applicant State & Zip Code*

31312

Rezoning Information

How many parcels are you rezoning?*

2

Present Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Proposed Zoning of Property*

B-1 (Neighborhood Commercial)

Map & Parcel *

0375E005,0375E006

Road Name*

Noel C Conaway Rd

Proposed Road Access* ?

Noel C Conaway and Nease Rd

Total Acres *

1.34

Acres to be Rezoned*

1.34

Lot Characteristics *

Conner of Nease Rd and Noel C Conaway.

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

Like to use the property for small businesses office space: coffee shop, real estate, mortgage, insurance, bike shop, cell phone...

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

North*

R2

South*

A1R

East*

A1R

West*

A1R

Describe the current use of the property you wish to rezone.*

R2

Does the property you wish to rezone have a reasonable economic use as it is currently zoned?*

Yes

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

Start a coffee shop

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

South Effingham High School, Country Side Baptist Church, Doodlebug Learning Ctr., A1R

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

With the coffee shop it will allow a place for people to gather, to network, and connect both for employment. With respect to Real Estate, Insurance, Mortgage, Cell Phones, Bike Shop... Ideas for the store fronts in the future.

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

No

Digital Signature*

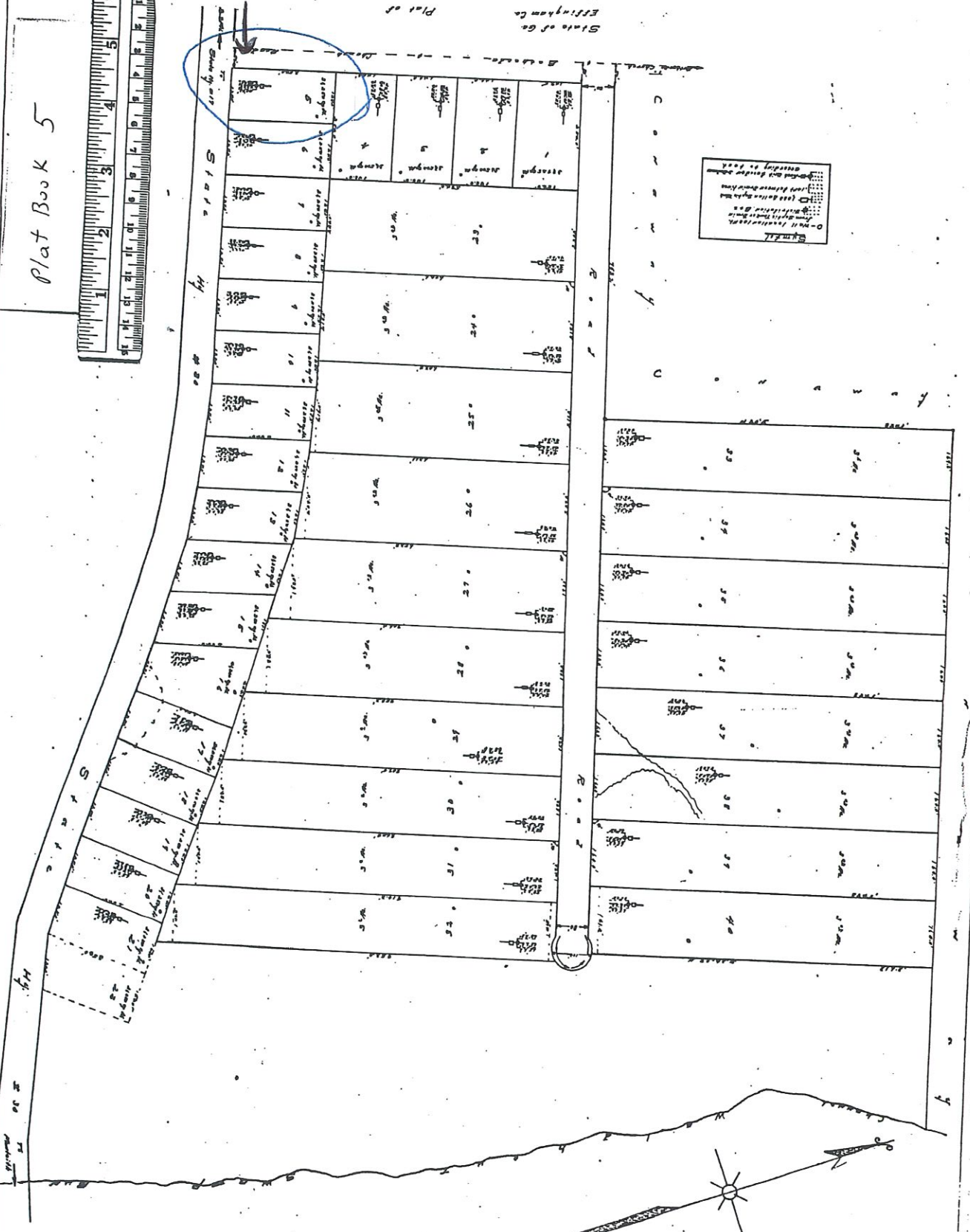
✓ Arnold Lee Grider Jr
Apr 19, 2024

Plat Book 5



State of Ga.
Effingham Co.
Plat of
Fifty lots in town of Waverly laid out and
labeled with their respective locations as set out in
the Waverly - Follow - Development - Map - 1887
Scale 100 Ft. = 1 Inch

Symbol
O - Well location
From Effingham - Map - 1887
[Symbol] - Well - location
[Symbol] - Well - location
[Symbol] - Well - location
[Symbol] - Well - location



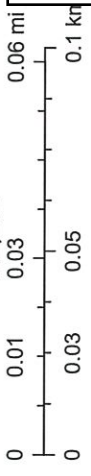
375E-5



4/23/2024

- Addresses
- Roads
- Tax Parcels
- Efn_fin_cache
- Tax Parcel Labels
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:2,201

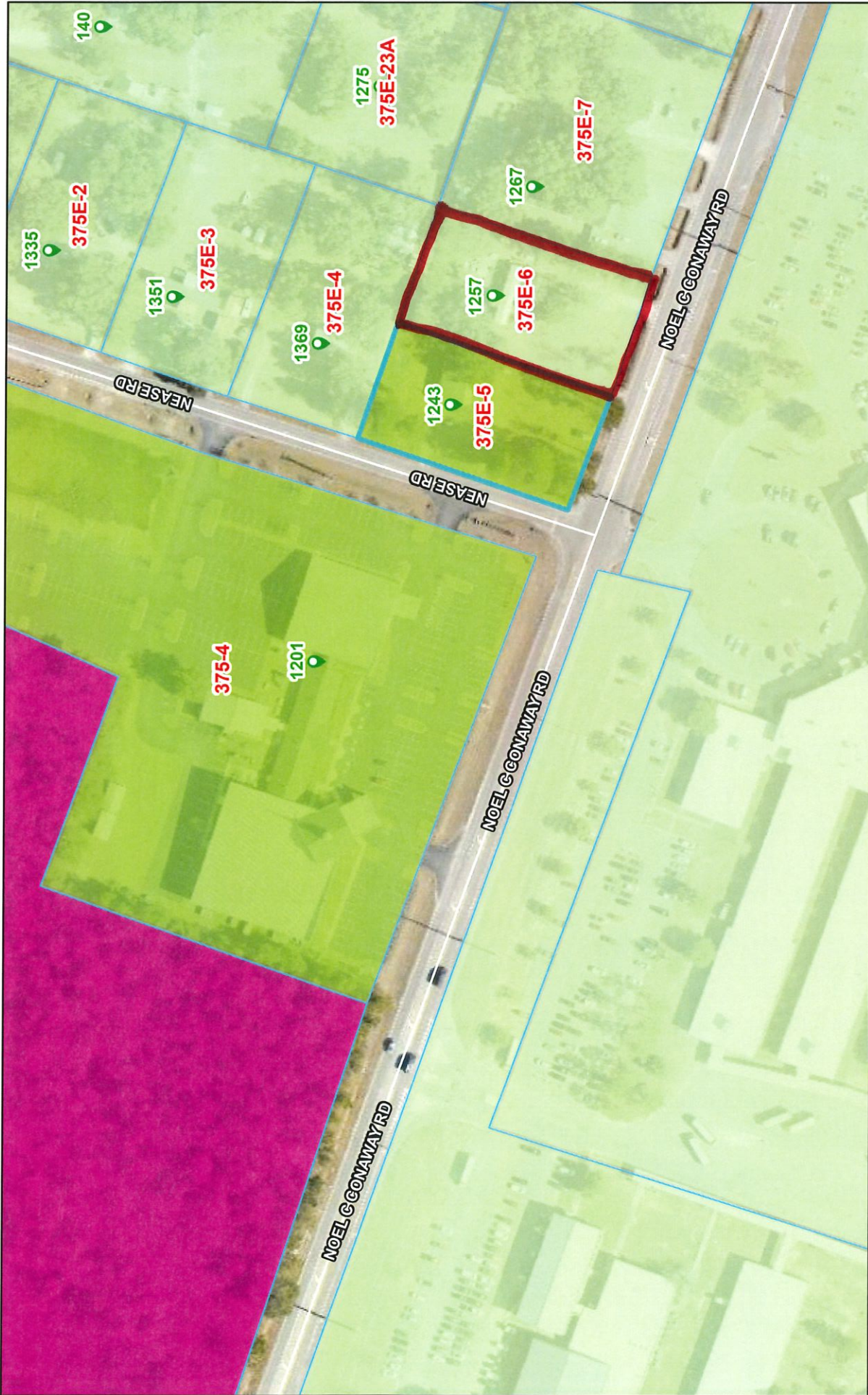


Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin
 INCREMENT P, USGS, EPA, USDA

Item XIII. 12.

380

375E-5



4/23/2024

📍 Addresses
 Roads
 Tax Parcels

AR-2 Efn_fin_cache
 R-3
 AR-1
 AR-2
 AR-3

■ Red: Band_1
■ Green: Band_2
■ Blue: Band_3

1:2,201
 0 0.01 0.03 0.05 0.06 mi
 0 0.03 0.05 0.1 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin
 INCREMENT P, USGS, EPA, USDA

Item XIII. 12.

9.5

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APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Lee Grider– (Map # 375E Parcels # 5 & 6)** from **AR-1 & AR-2** to **B-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
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- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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D.B.

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DISAPPROVAL _____

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A.Z.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Lee Grider**– (Map # 375E Parcels # 5 & 6) from AR-1 & AR-2 to B-1 zoning.

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

RT.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PSH DISAPPROVAL _____

Of the rezoning request by applicant **Lee Grider**– (Map # 375E Parcels # 5 & 6) from AR-1 & AR-2 to B-1 zoning.

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

PSH
Lee Grider

Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Chelsie Fernald, Senior Planner

Department: Development Services

Meeting Date: July 16, 2023

Item Description: **Lee Grider** requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities. Located at 1243 & 1257 Noel C Conaway Road. **[Map# 375E Parcel# 5 & 6]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to B-1 to start a proposed coffee shop.
- Across Nease Road is a church and across Noel C Conaway Road is Effingham County High School.
- The B-1 commercial zoning is the Neighborhood Commercial District. Based on the Effingham County Table of Permitted Uses, the following are allowed within the B-1 zoning district:
 - Plant Nurseries
 - Hotel/Motel over 75 Rooms
 - Banks
 - Automated Bank Tellers (Stand Alone)
 - Dentist
 - Doctor (All Specialties)
 - Urgent Care
 - Orthodontist
 - Optometry
 - Physical Therapy
 - Pharmacy
 - Pharmacy for Medical Cannabis Dispensary or Medical Marijuana Dispensary
 - Counseling
 - Veterinarian
 - Butcher Shop without Abattoir
 - Retail – General
 - Rural Business
 - Convenience Store (no gas pumps)
 - Dry Cleaning Outlets
 - Florist (Wholesale/Retail)
 - Gas Station (less than 10 pumps)
 - Movie Theater
 - Outdoor Recreational Facilities (Playgrounds, pools)
 - Unlighted Regulation Size (18 Holes) or Par Three (9 Holes+) Gold Courses
 - Utility Operation Centers
 - Government Owned EV Charging Stations
 - Childcare Center
 - Nursing Homes
 - Libraries/Museums
 - Places of Worship
 - Taxidermy
- This parcel is surrounded by agriculture/residential zoned parcels on all sides.
- The Future Land Use Map (FLUM) does have these parcels projected to be agriculture/residential.

- At the June 11, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval of Staff recommendations. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

1. Approve the requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities with the following conditions:

- A recombination plat shall be submitted to Development Services and approved, then recorded.
- A site plan shall be approved by the Board of Commissioners per the Effingham County Code of Ordinances, **Chapter 14, Article II, Division 2, Section 14-56 – Permits.**
- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

2. Deny the requests to **rezone** +/- 1.34 acres from **AR-1 & AR-2 to B-1** to allow for commercial/business opportunities.

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.
375E-5 &6

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
375E-5 & 6

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS LEE GRIDER has filed an application to rezone one and thirty-four hundredth (1.34) +/- acres; from AR-1 & AR-2 to B-1 to allow for commercial/business opportunities; map and parcel number 375E-5 & 6, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024 and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT one and thirty-four hundredth (1.34) +/- acres; map and parcel number 375E-5 & 6, located in the 2nd commissioner district is rezoned from AR-1 & AR-2 to B-1 to allow for commercial/business opportunities, with the following conditions:

- A recombination plat shall be submitted to Development Services and approved, then recorded.
- A site plan shall be approved by the Board of Commissioners per the Effingham County Code of Ordinances, **Chapter 14, Article II, Division 2, Section 14-56 – Permits.**
- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2023
Item Description: **Brooke Graham** requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites. Located at 2453 GA Highway 119 N. **[Map# 408 Parcel# 24A]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to AR-2 to subdivide to create new home sites.
- The parcel would be subdivided into 3 tracts, with a 60’ access easement from GA Highway 119 N that will serve the 1.506-acre tract.
- Due to these proposed parcels being less than 5 acres, they will need to be rezoned to AR-2.
- The Future Land Use Map (FLUM) for this parcel is projected to be agriculture.
- At the June 11, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. Approve the requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites with the following conditions:

- A plat shall be submitted to Development Services and approved, then recorded before the zoning can take effect.

2. Deny the requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

- Attachments:**
- | | | |
|--|----------------------|---------|
| 1. Rezoning application and checklist | 3. Plat | 5. Deed |
| 2. Ownership certificate/authorization | 4. Aerial photograph | |

RZN-24-28

Rezoning Application

Status: Active

Submitted On: 4/18/2024

Primary Location

2453 Georgia Highway 119

North


Springfield, GA 31329

Owner

Brooke Graham

Kieffer hill rd 310

SPRINGFIELD, GA 31329

Applicant Brooke Graham 912-658-2186 ext. 00000

brookegrahamrealestate@gmail.com

 310 kieffer hill rd

Springfield, GA 31329

Staff Review **Planning Board Meeting Date***

06/11/2024

 **Board of Commissioner Meeting Date***

07/02/2024

 **Notification Letter Description ***

Subdivide to create new home sites.

 **Map #***

408

 **Parcel #***

24A

 **Staff Description** **Georgia Militia District***

11

 **Commissioner District***

3rd

 **Public Notification Letters Mailed**

05/20/2024

 **Board of Commissioner Ads**

06/19/2024

🔒 Planning Board Ads

05/22/2024

🔒 Request Approved or Denied

—

🔒 Plat Filing required* ?

Yes

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name*

Brooke graham

Applicant Email Address*

Brookegrahamrealestate@gmail.com

Applicant Phone Number*

9126582186

Applicant Mailing Address*

310 kieffer hill rd

Applicant City*

Springfield

Applicant State & Zip Code*

Ga 31329

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Map & Parcel *

0480024A00

Road Name*

Ga hwy 119 north

Proposed Road Access* ?

Existing access

Total Acres *

5.14

Acres to be Rezoned*

5.14

Lot Characteristics *

75% wooded with with existing dwelling. Parcel to be divided into 3 parcels, one parcel will include existing dwelling and 1.373 acres, the other two will remain wooded.

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

Remain in ag with smaller acreage to be sold

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

North*

AR1

South*

AR1

East*

AR1

West*

AR1

Describe the current use of the property you wish to rezone.*

Residential

Does the property you wish to rezone have a reasonable economic use as it is currently zoned?*

Approx 3 acres of young pines and 1.5 acres with dwelling.

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

tract 2 and 3 will be sold

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

Residential homes and forest


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

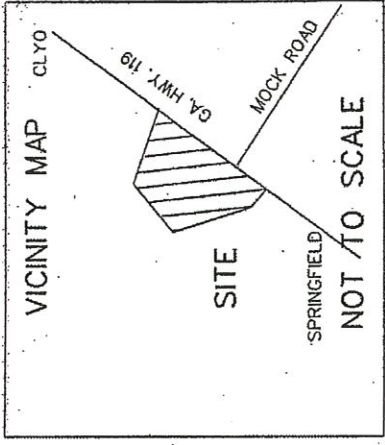
Same uses as neighbors

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

No

Digital Signature*

 Brooke Graham
Apr 10, 2024



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.
Katie Bragg 8/10/2022
 DATE
 ZONING ADMINISTRATOR

NOTE: EACH PARCEL HAS A OCCUPIED HOME WITH APPROVED SEPTIC AND WATER SYSTEMS.

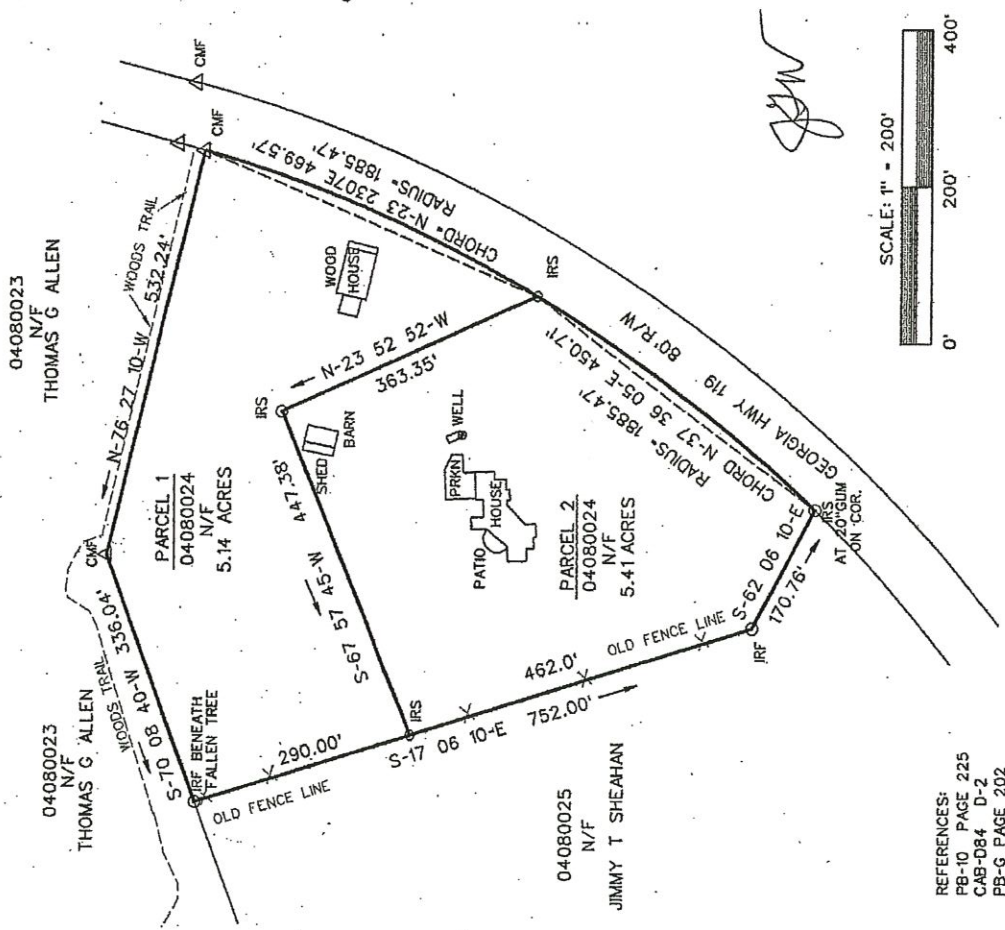
MINOR SUBDIVISION

SURVEY FOR
JULIE & LARRY WEDDLE
 SURVEY TO DIVIDE A 10.55 AC
 TRACT (M & P 04080024) INTO
 TWO PARCELS
 LOCATED IN THE 11TH. G.M.D.
 EFFINGHAM COUNTY, GEORGIA
 SURVEYED 01 AUG 2022
 PLAT DRAWN 01 AUG 2022

JWEDD.DGN AUG2022

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X". OUTSIDE THE 500 YEAR FLOODPLAIN)

NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 04-08-0024 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.



8880906199 PARTICIPANT ID
BK:29 PG:737-737
P2023000228

FILED IN OFFICE
 CLERK OF COURT
 12/15/2023 12:42 PM
 JASON E. BRAGG, CLERK
 SUPERIOR COURT
 EFFINGHAM COUNTY, GA

Jason E. Bragg

LEGEND:
 IRF 3/4" REBAR FOUND
 IRS 3/4" REBAR SET
 PL PROPERTY LINE
 CMF CONC MON FOUND
 N/F NOW OR FORMERLY
 PP POWER POLE
 EQUP. USED TOTAL STATION
 TOPCON 303

ERROR OF CLOSURE
 1:20,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
 736 SANDY RIDGE ROAD
 SYLVANIA, GEORGIA 30467
 PH. (912) 829 3972

SURVEYORS CERTIFICATION

(1) As required by subsection (a) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by appropriate certification, signatures, stamps or statements hereon. This plat is intended for use by the purchaser or user of the property shown hereon. It is not to be used for any other purpose. The minimum technical requirements for this plat comply with 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.

Adolph N. Michelis
 8-03-22
 DATE

GA. REG. L.S. LIC. NO. 1323

REFERENCES:
 PB-10 PAGE 225
 CAB-084 D-2
 PB-G PAGE 202

BASED UPON THE REPRESENTATIONS OF THE ENGINEER/SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND SUPPLEMENTARY INFORMATION PROVIDED, A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER/SURVEYOR FINDS THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978 FOR 3 OR 4 BEDROOMS WITH BASIC APPURTENANCES. EACH LOT MUST BE REVIEWED AND APPROVED FOR ON-SITE SEWAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT. MODIFICATIONS OR CHANGES IN SITE DESIGNATION MAY VOID THIS APPROVAL.

SIGNING AUTHORITY TITLE DATE
 APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
 ZONING ADMINISTRATOR DATE
 ZONING: AR - 2

FLOOD ZONE: "X" AREA OF MINIM FLOOD HAZARD
 JAMES T. JR. N/F
 SHEAHAN (TRUSTEE)
 PARCEL #:(04080025)
 (PB K PG 327)

THIS THESE LOT OR LOTS IS/ARE SERVED BY A PRIVATE ROAD, NOT TO BE MAINTAINED BY EFFINGHAM COUNTY NOR ACCEPTED AS A PUBLIC ROAD UNLESS SUCH ROAD, AT PROPERTY OWNERS EXPENSE, IS BROUGHT IN COMPLIANCE WITH COUNTY STANDARDS AS SPECIFIED BY EFFINGHAM COUNTY, INCLUDING BUT NOT LIMITED TO PAVING. THESE LOTS OR LOTS MAY NOT BE RE-SUBDIVIDED UNTIL SAID ROAD, AT SUB DIVIDERS EXPENSE, IS BROUGHT INTO COMPLIANCE WITH COUNTY ROAD STANDARDS TO BE ACCEPTED AS A PUBLIC ROAD BY THE COUNTY BOARD OF COMMISSIONERS. NO SIDEWALK REMAINS PRIVATE, ALL MAINTAINED BY THE RIGHT-OF-WAY OR EASEMENT. THE ROAD SURFACE SHALL BE NOT LESS THAN 18 FEET WIDE. FURTHER, I/JWE UNDERSTAND THAT IT SHALL BE ANY/OUR RESPONSIBILITY TO PROPERLY GRANT THE EASEMENT SHOWN ON THIS PLAT BY DEED OR SEPARATE EASEMENT AGREEMENT TO ANY TRANSFER OF THE PROPERTY. THE EASEMENT MAY SERVE NO MORE THAN THREE (3) LOTS. THE ORIGINAL REMAINING PARCEL SHALL BE INCLUDED AS ONE OF THE THREE LOTS. IF LOCATION OF EASEMENT ON PLAT CHANGES, I/JWE SHALL REVISE THE PLAT AND RESUBMIT IT TO EFFINGHAM COUNTY FOR APPROVAL. I/JWE UNDERSTAND THAT THIS IS A SUBDIVISION AND ANY EASEMENTS ARE SUBJECT TO ALL STATE AND LOCAL ORDINANCES AND RULES AND REGULATIONS ADOPTED BY EFFINGHAM COUNTY.

RESERVED FOR THE CLERK OF COURT
 1. THE FIELD DATA WAS COLLECTED USING A TOPCON CARLSON R1X DATA COLLECTOR AND A CARLSON BR607 GPS.
 2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
 3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
 4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL INSTRUMENTS, RECORDS, ENCUMBRANCES, EASEMENTS AND MONUMENTS LOCATIONS ARE AS SHOWN, UNLESS PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978.
 5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A. 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
 6. WILLIAM MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
 7. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET, AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

SIGNING AUTHORITY TITLE DATE
 BROOKE GRAHAM
 COUNTY: EFFINGHAM STATE: GEORGIA
 GMD: 11th
 DATE: 01/23/2023 SCALE: 1" = 150'
 FILE NUMBER: 24115 DRAWN BY: KJ
 TOTAL AREA: = 5.141 ac.
 FIELD SURVEY DATE: 01/16/2023

RESERVED FOR THE CLERK OF COURT
 1. THE FIELD DATA WAS COLLECTED USING A TOPCON CARLSON R1X DATA COLLECTOR AND A CARLSON BR607 GPS.
 2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
 3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
 4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL INSTRUMENTS, RECORDS, ENCUMBRANCES, EASEMENTS AND MONUMENTS LOCATIONS ARE AS SHOWN, UNLESS PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978.
 5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A. 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
 6. WILLIAM MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
 7. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET, AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

SIGNING AUTHORITY TITLE DATE
 WILLIAM MARK GLISSON RLS #3316
 STATE OF GEORGIA
 LSF # 1404

AS REQUIRED BY SUBSECTION (g) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY WILLIAM MARK GLISSON, A LICENSED LAND SURVEYOR IN ALL APPLICABLE LOCAL JURISDICTIONS. FOR RECORDING AS EVIDENCED BY APPROVED CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON, SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

WILLIAM MARK GLISSON RLS #3316
 DATE 1/23/2023
 300'

GRAPHIC SCALE 1" = 150'

STATE OF GEORGIA
 REGISTERED LAND SURVEYOR
 WILLIAM M. GLISSON
 3316

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
 GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964
 377 TUCKER ROAD, CLAXTON, GEORGIA 30417
 RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
 WMGLISSON@BELLSOUTH.NET

PREPARED BY:
 GLISSON LAND SURVEYING

DATE 1/23/2023

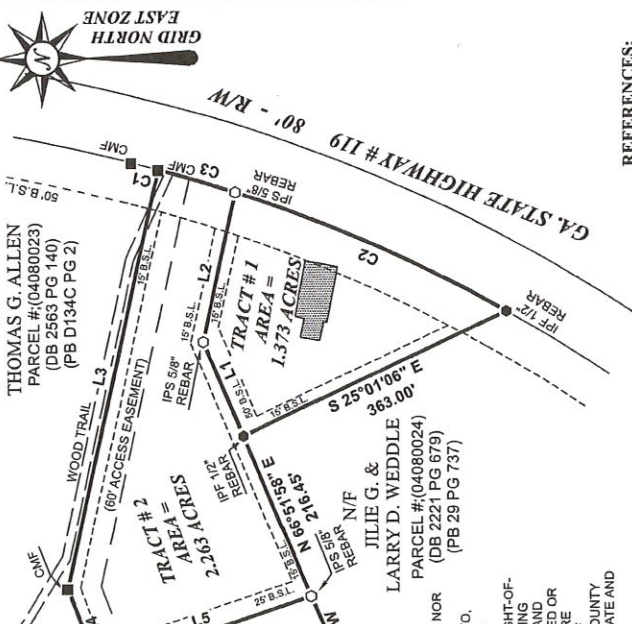
SCALE: 1" = 150'

DRAWN BY: KJ

TOTAL AREA: = 5.141 ac.

FIELD SURVEY DATE: 01/16/2023

Item XIII. 14.



REFERENCES:
 1. DB 2221 PG 679
 2. PB 29 PG 737

SURVEY FOR:
 BROOKE GRAHAM

COUNTY: EFFINGHAM STATE: GEORGIA

GMD: 11th

DATE: 01/23/2023

SCALE: 1" = 150'

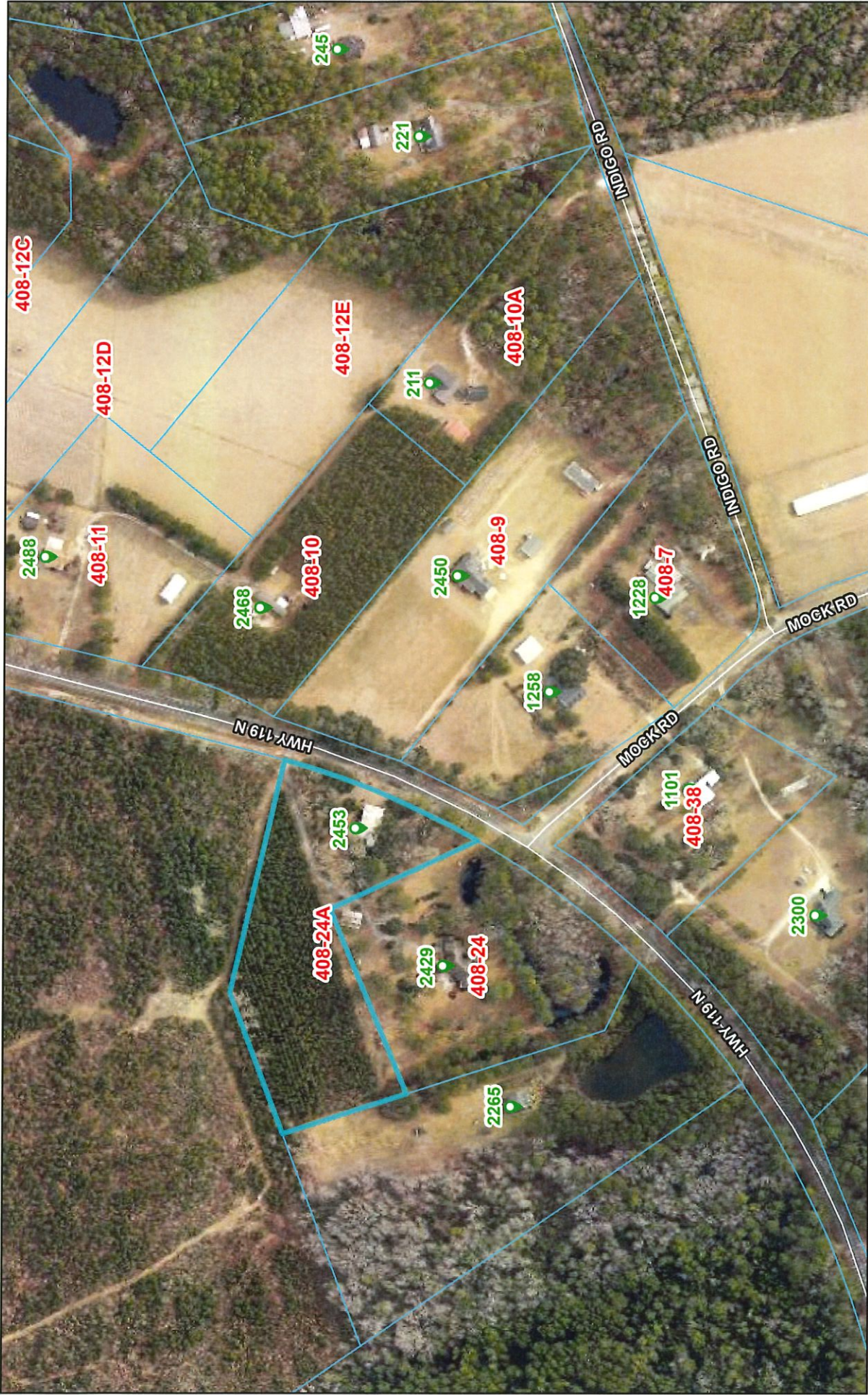
DRAWN BY: KJ

TOTAL AREA: = 5.141 ac.

FIELD SURVEY DATE: 01/16/2023

Item XIII. 14.

408-24A



4/18/2024

Item XIII. 14.

1:4,401

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

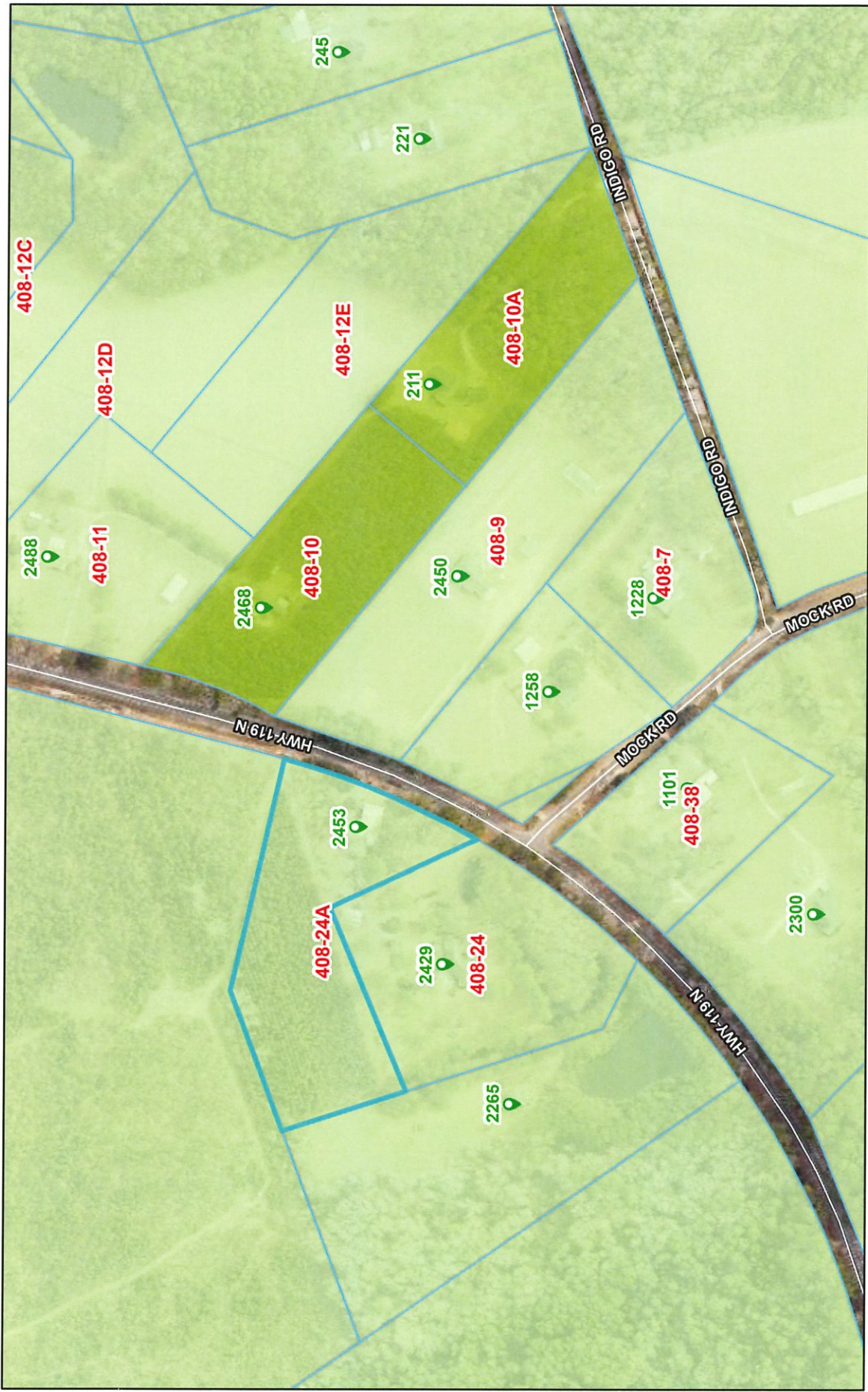
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Addresses  Tax Parcels  Efn_fin_cache  Red: Band_1  Green: Band_2  Blue: Band_3

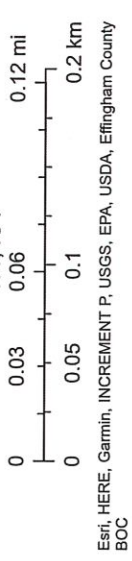
Roads  Tax Parcel Labels

396

408-24A



4/18/2024



1:4,401

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

- Addresses
- Roads
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
- AR-1
- AR-2
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Blue: Band_3

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

ABSTAINED
(FAMILY)

Of the rezoning request by applicant **Brooke Graham- (Map # 408 Parcels # 24A)** from AR-1 to AR-2 zoning.

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

D.B.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Brooke Graham- (Map # 408 Parcels # 24A)** from AR-1 to AR-2 zoning.

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

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

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

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

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

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

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

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

But there have been a lot of accidents

R.T.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH DISAPPROVAL _____

Of the rezoning request by applicant **Brooke Graham- (Map # 408 Parcels # 24A)** from AR-1 to AR-2 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

*P.H.
P. H. H. H.*

Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Chelsie Fernald, Senior Planner

Department: Development Services

Meeting Date: July 16, 2023

Item Description: **Brooke Graham** requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites. Located at 2453 GA Highway 119 N. **[Map# 408 Parcel# 24A]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to AR-2 to subdivide to create new home sites.
- The parcel would be subdivided into 3 tracts, with a 60' access easement from GA Highway 119 N that will serve the 1.506-acre tract.
- Due to these proposed parcels being less than 5 acres, they will need to be rezoned to AR-2.
- The Future Land Use Map (FLUM) for this parcel is projected to be agriculture.
- At the June 11, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion and it carried unanimously.

Alternatives

1. Approve the requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites with the following conditions:

- A plat shall be submitted to Development Services and approved, then recorded before the zoning can take effect.

2. Deny the requests to **rezone** +/- 5.14 acres from **AR-1** to **AR-2** to subdivide to create new home sites.

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.
408-24A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
408-24A

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 BROOKE GRAHAM has filed an application to rezone five and fourteen hundredths (5.14) +/- acres; from AR-1 to AR-2 to subdivide to create new home sites; map and parcel number 408-24A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024 and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT five and fourteen hundredths (5.14) +/- acres; map and parcel number 408-24A, located in the 3rd commissioner district is rezoned from AR-1 to AR-2 to subdivide to create new home sites, with the following conditions:

- A plat shall be submitted to Development Services and approved, then recorded before the zoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: July 16, 2023

Item Description: **Read Brennan** requests to **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development. Located on Blue Jay Road. **[Map# 415 Parcel# 10 & Map# 414 Parcel# 9]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to amend the Planned Development text for the Staffordshire Development on Blue Jay Road.
- The text amendment provides for an increase in the number of allowed units from 184 to 225 maximum units.
- The text also allows the county access to an easement on the north side of the property connecting to Blue Jay Road.
- This proposed development will be considered an additional phase to the Staffordshire Subdivision, and utilities are already in place.
- The proposed development will add additional stormwater capacity.
- This rezoning is consistent with the Future Land Use Map (FLUM) as these parcels are projected to be agricultural/residential.
- At the June 11, 2024, Planning Board Meeting, Mr. Alan Zipperer made a motion for denial. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

1. Approve the requests to **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development with the following conditions:

- A recombination plat shall be approved and signed by Development Services, then recorded, before the zoning can take effect.
- A preliminary plat shall be approved by the Board of Commissioners.

2. Deny the requests **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist	3. Plat	5. Deed
2. Ownership certificate/authorization	4. Aerial photograph	

RZN-24-31

Rezoning Application

Status: Active

Submitted On: 5/3/2024

Primary Location

1400 Blue Jay Road

Rincon, GA 31326

Owner


Brixon Capital, LLC

1400 BLUE JAY rincon, GA


31326

Applicant

 Read Brennan

 912-313-8378

 read@transcend-homes.com

 207 Schooner Drive
Savannah, Georgia 31410

Staff Review

 Planning Board Meeting Date*

06/11/2024

 Board of Commissioner Meeting Date*

07/02/2024

 Notification Letter Description *

PD Text Amendment

 Map #*

415 / (414)

 Parcel #*

10 / (9)

 Staff Description

PD Text amendment to add additional lots

 Georgia Militia District

—

 Commissioner District*

4th

🔒 Public Notification Letters Mailed

05/13/2024

🔒 Board of Commissioner Ads

06/12/2024

🔒 Planning Board Ads

05/15/2024

🔒 Request Approved or Denied

—

🔒 Plat Filing required* [?](#)

Yes

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name*

Read Brennan

Applicant Email Address*

read@transcend-homes.com

Applicant Phone Number*

9123138378

Applicant Mailing Address*

207 Schooner Drive

Applicant City*

Savannah

Applicant State & Zip Code*

GA 31410

Rezoning Information

How many parcels are you rezoning?*

1

Present Zoning of Property*

PD (Planned Development)

Proposed Zoning of Property*
PD (Planned Development)

Map & Parcel *
414-9

Road Name*
Churchill Downs

Proposed Road Access* 
Churchill Downs

Total Acres *
27.65

Acres to be Rezoned*
27.65

Lot Characteristics *

Raw Land

Water Connection *
Public Water System

Name of Supplier*
Effingham County

Sewer Connection
Public Sewer System

Name of Supplier*
Effingham County

Justification for Rezoning Amendment *

PD Text Amendment

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

North*
NA

South*
Residential

East*

West*

Residential

AG

Describe the current use of the property you wish to rezone.*

Raw Land

Does the property you wish to rezone have a reasonable economic use as it is currently zoned?*

NO

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

Single Family Residential Lots

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

Single Family Residential Lots

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

It is a continuation of an existing subdivision

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

No

Digital Signature*

✓ J. Read Brennan
May 3, 2024

STAFFORDSHIRE DEVELOPMENT ON BLUE JAY ROAD PD TEXT AMENDMENT

PROPOSED AMENDMENT – MAY 2024

The property is located at 1400 Blue Jay Road as well as parcel # 414-9 in Southeastern Effingham County about 5 miles north of Chatham County. The site is currently owned by Brixon Capital, LLC and Brennan Capital, LLC.

The PD Text Amendment if approved will allow for an increase in total lots from 184 to 225 maximum units.

The PD Text will also provide relief, for the petitioner, for the 30-foot buffer on the North side of the property.

The PD text amendment will allow the county access to an easement on the north side of the property connecting to Blue Jay Road.

Right Of Way to be 60 feet

The minimum lot area will be 7,200 square feet.

The minimum building setbacks will be:

Front: 30 feet

Rear: 15 feet

Sides: 10 feet

The roads, infrastructure and stormwater systems will all be dedicated to the county.

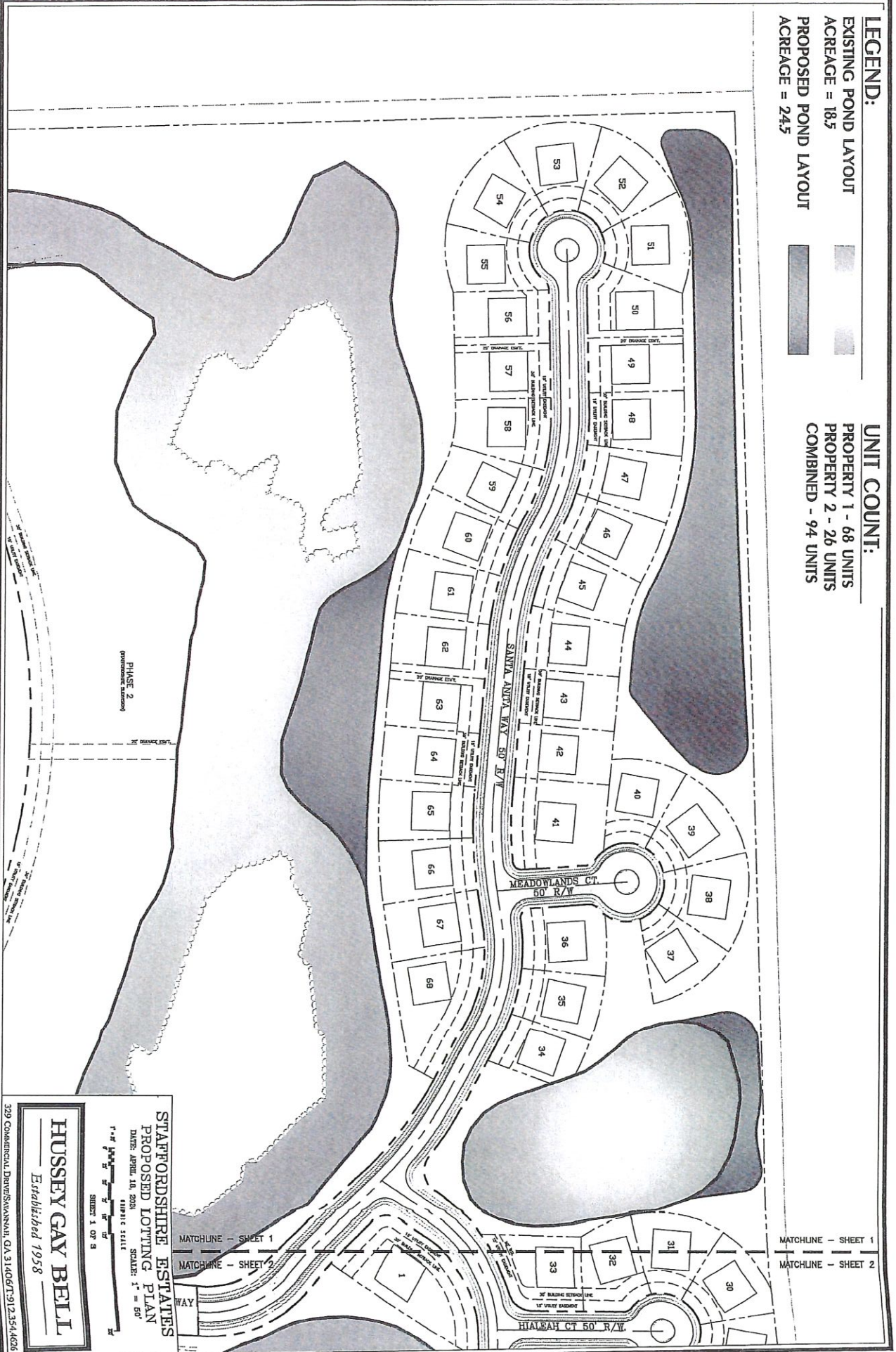
LEGEND:

EXISTING POND LAYOUT
ACREAGE = 18.5

PROPOSED POND LAYOUT
ACREAGE = 24.5

UNIT COUNT:

PROPERTY 1 - 68 UNITS
PROPERTY 2 - 26 UNITS
COMBINED - 94 UNITS



STAFFORDSHIRE ESTATES
PROPOSED LOTTING PLAN
DATE: APRIL 18, 2024
SCALE: 1" = 60'

HUSSEY GAY BELL
Established 1958

329 COMMERCIAL DRIVE, SUWANEE, GA 31406 TEL: 770.354.4626

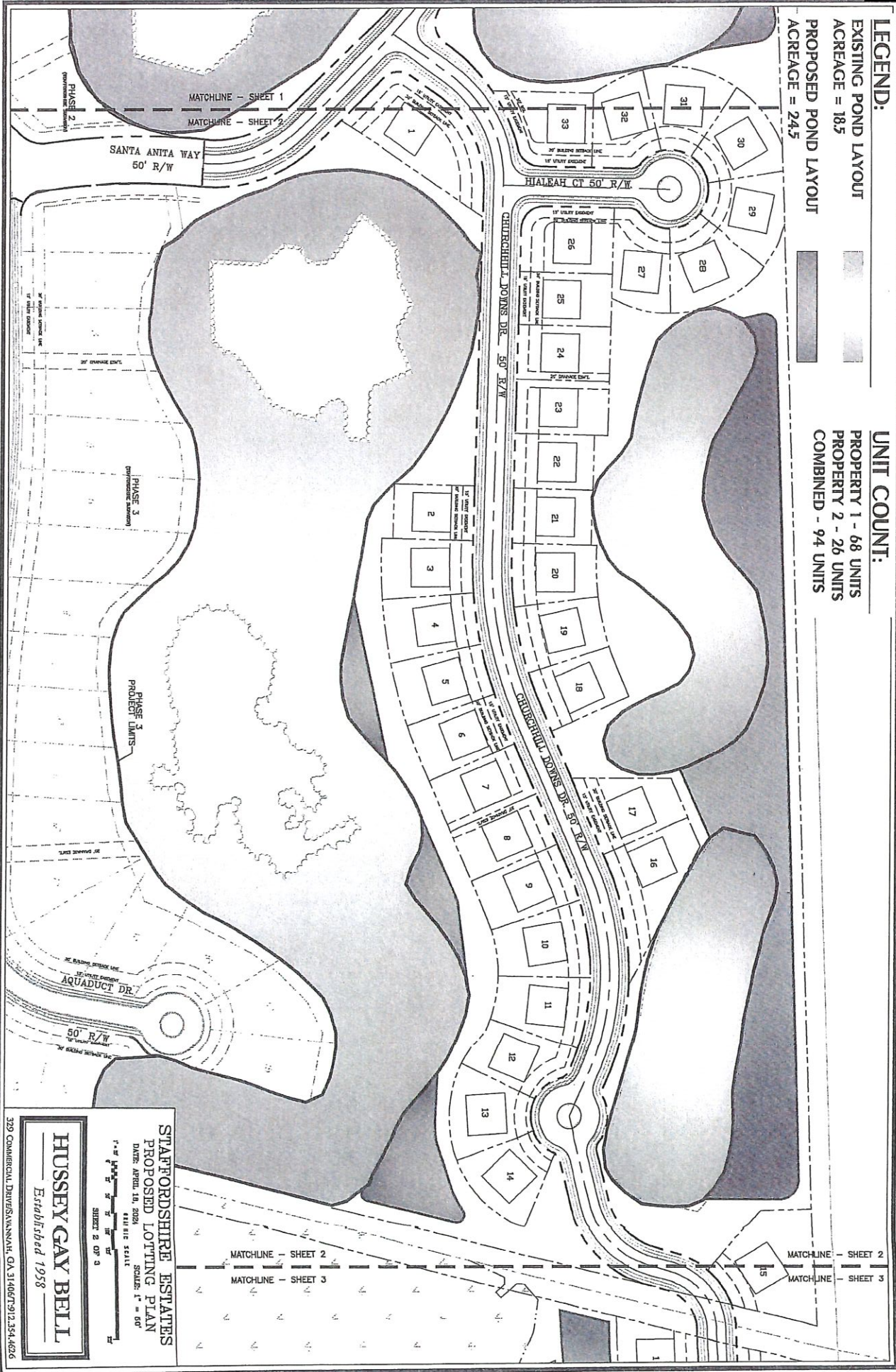
PHASE 2
PROPOSED LOTTING PLAN

30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68

MATCHLINE - SHEET 1
MATCHLINE - SHEET 2

WAY

1" = 60'
GRAPHIC SCALE
SHEET 1 OF 3



LEGEND:

EXISTING POND LAYOUT
 ACREAGE = 18.5

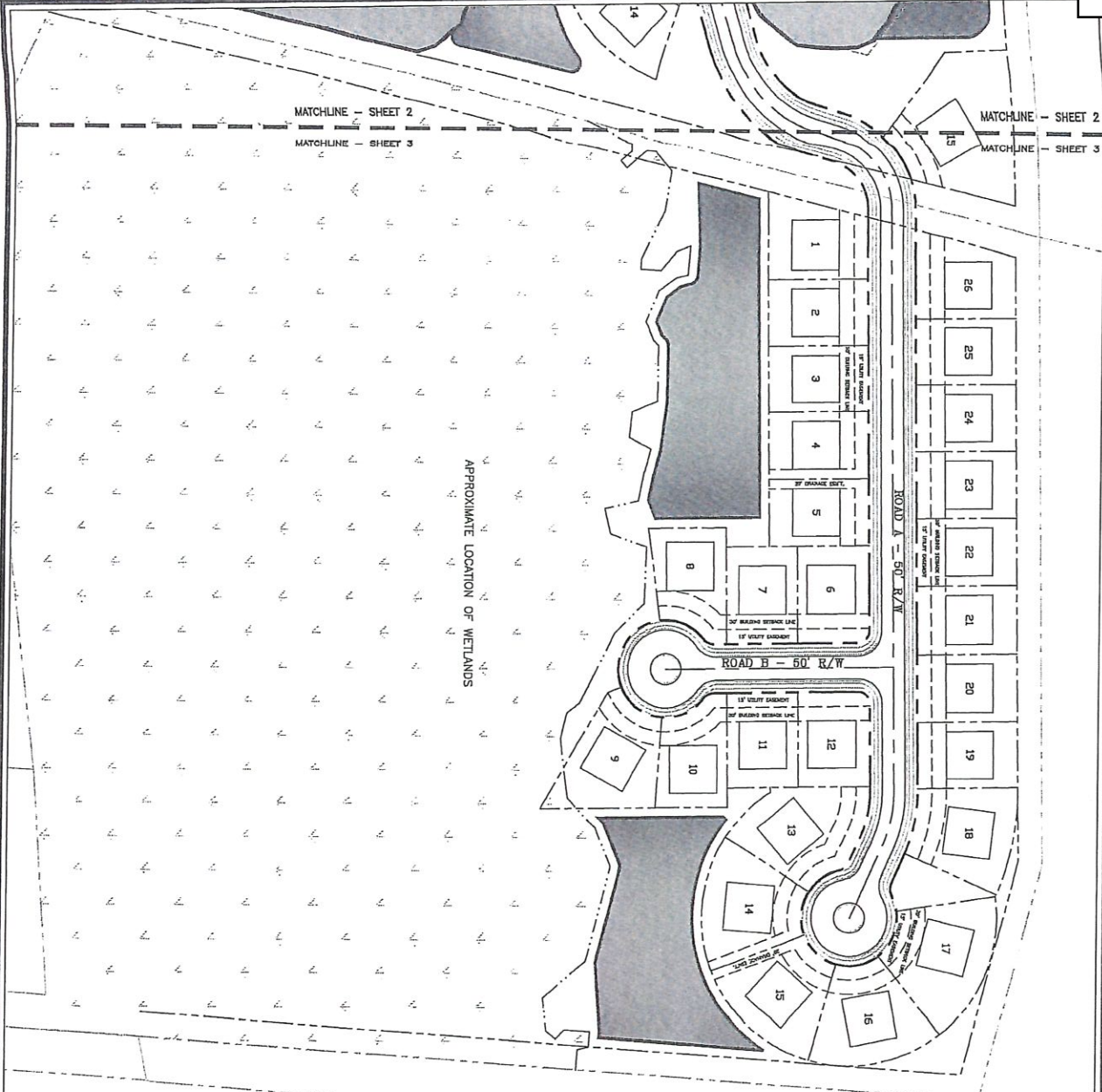
PROPOSED POND LAYOUT
 ACREAGE = 24.5

UNIT COUNT:

PROPERTY 1 - 68 UNITS
 PROPERTY 2 - 26 UNITS
 COMBINED - 94 UNITS

STAFFORDSHIRE ESTATES
 PROPOSED LOTTING PLAN
 DATE: APRIL 16, 2004
 SCALE: 1" = 60'
 N.T.S. SCALE

329 COMMERCIAL DRIVE, SAN ANTONIO, TX 78211
HUSSEY GAY BELL
 Established 1958



LEGEND:

EXISTING POND LAYOUT
ACREAGE = 18.5

PROPOSED POND LAYOUT
ACREAGE = 24.5

UNIT COUNT:

PROPERTY 1 - 68 UNITS
PROPERTY 2 - 26 UNITS
COMBINED - 94 UNITS

STAFFORDSHIRE ESTATES
PROPOSED LOTTING PLAN
DATE: APRIL 18, 2024
SCALE: 1" = 60'
SHEET 3 OF 3

HUSSEY GAY BELL
Established 1958

320 COMMERCIAL DRIVE, SUWANNAH, GA 31406 | 707.354.4626

EFFINGHAM COUNTY, GEORGIA
9th G.M.D.

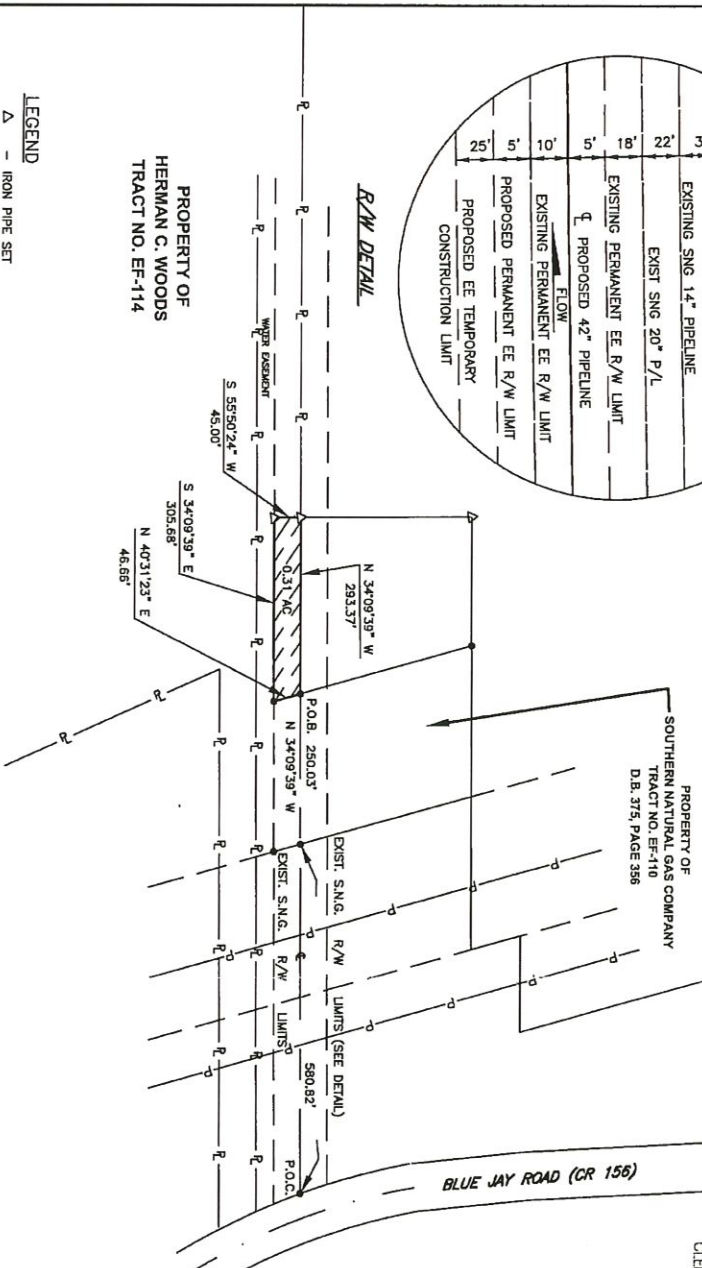
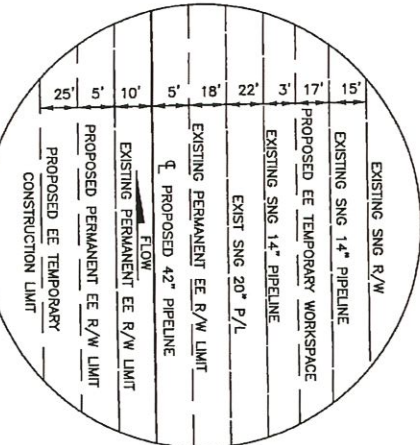
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
(OWNER/LESSOR)
EFFINGHAM COUNTY POWER, LLC, LESSEE
EF-112-2
DEED BOOK 1278, PAGE 51

2009 APR -1 P1 2:37

ELIZABETH Z. HENNEY
CLIENT ECOSC.



NORTH



- SURVEY NOTES
1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED MEETS THE MINIMUM CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND HAS AN ANGULAR ERROR OF 0.02" OR LESS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 50,000.
 2. EQUIPMENT USED: LEICA T0800, TRIMBLE 5700 RTK
 3. BEARINGS ARE BASED ON UTM ZONE 17 NORTH COORDINATE SYSTEM.
 4. NO USGS MONUMENT FOUND WITHIN 500 FEET OF THIS SITE.
 5. DATE OF FIELD SURVEY: APRIL, 2008

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

SURVEYOR'S SIGNATURE:
 RANDY L. STEPHENS
 P.O. BOX 70786
 ATLANTA, GA 30346
 205.345.5057

GEORGIA REGISTRATION NO. 2878
 DATE: 12/1/08



EXHIBIT "B"

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.	APPR.	DATE
	REVISIONS						
Division:		NA	Op. Area:	NA			
State:		GEORGIA	Co./Twp.:	EFFINGHAM			
Section:			Range:				
Pht. RLS		Date: 8-04-08	Scale:	1" = 200'			
Chk.		Date:	Filename:				
Appr.		Date:	ELBA EXPRESS PROJECT PLANT McINTOSH METER STATION CROSSING PROPERTY OF HERMAN C. WOODS TRACT NO. EF-114				
EX-GA-MS-002		Sheet:	1 of 1				
		Type:	ACAD				

PC D23 E-1

415-10 & 414-9



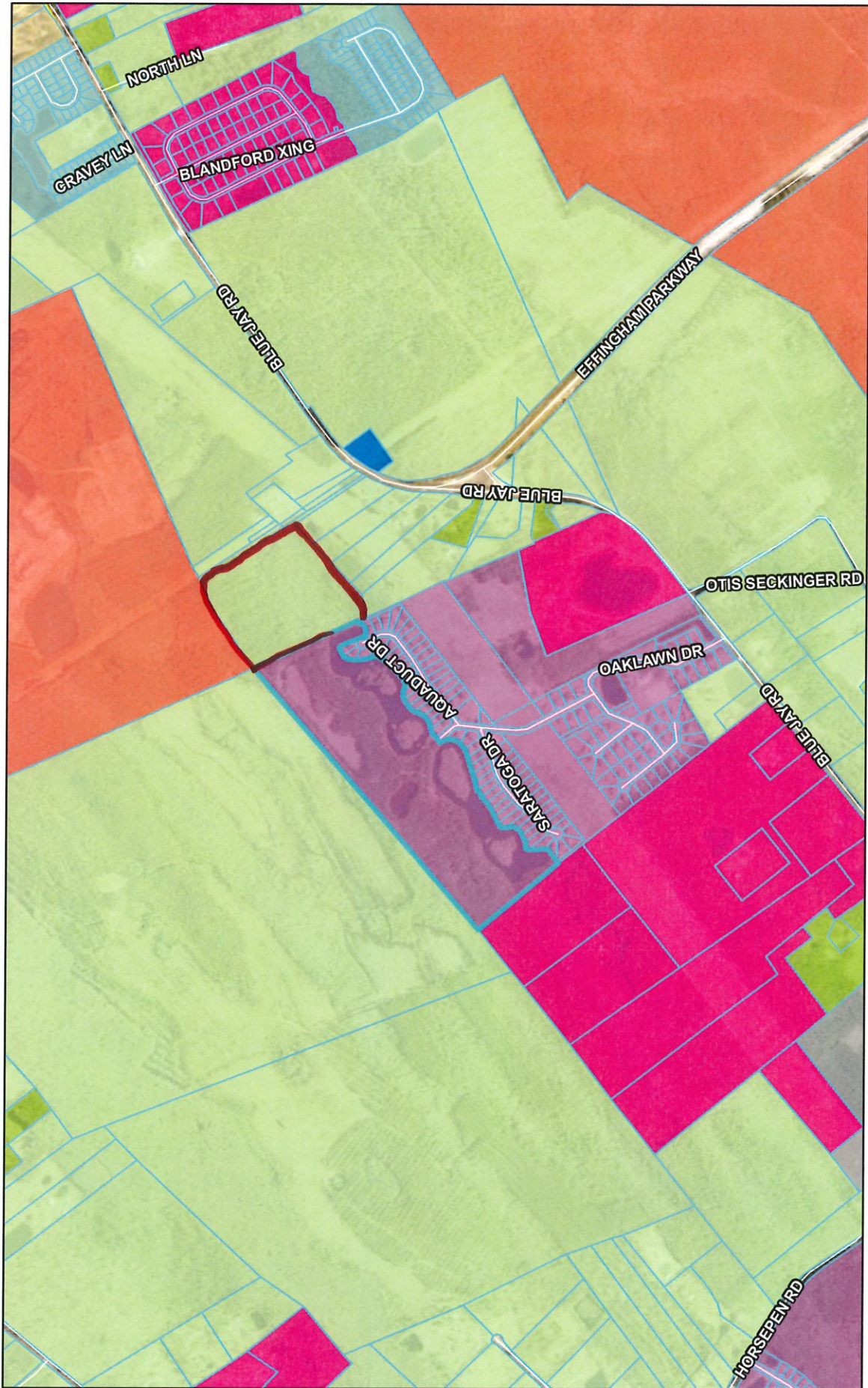
5/6/2024

Roads Tax Parcel Labels

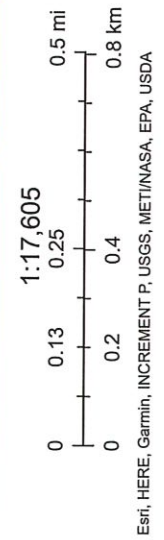
Tax Parcels

1:8,802
0 0.05 0.1 0.2 0.2 mi
0 0.1 0.2 0.4 km
Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

415-10 & 414-9



5/6/2024



- Roads
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
 - AR-1
 - AR-2
 - R-1
 - R-6
 - B-2
 - I-1
 - PD
 - Other
- Municipal Boundaries

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Read Brennan- (Map # 415 Parcels # 10) (Map # 414 Parcels # 9)** from **PD & AR-1** to **PD** zoning.

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

DB.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL ✓

Of the rezoning request by applicant **Read Brennan- (Map # 415 Parcels # 10) (Map # 414 Parcels # 9)** from **PD & AR-1** to **PD** zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **Read Brennan- (Map # 415 Parcels # 10) (Map # 414 Parcels # 9)** from **PD & AR-1** to **PD** zoning.

*Probably
if there
are water
sewer changes*

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

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

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

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

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

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

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

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

*Probably
without
any
related change
are addressed*

R.T.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____ DISAPPROVAL RBH

Of the rezoning request by applicant **Read Brennan- (Map # 415 Parcels # 10) (Map # 414 Parcels # 9)** from PD & AR-1 to PD zoning.

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

 /

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

 /

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

 /

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

 /

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

 /

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

 /

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

 /

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

 /

RBH
Read Brennan

Staff Report

Subject: 2nd Reading – Zoning Map Amendment

Author: Chelsie Fernald, Senior Planner

Department: Development Services

Meeting Date: July 16, 2023

Item Description: **Read Brennan** requests to **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development. Located on Blue Jay Road. **[Map# 415 Parcel# 10 & Map# 414 Parcel# 9]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the requests to **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to amend the Planned Development text for the Staffordshire Development on Blue Jay Road.
- The text amendment provides for an increase in the number of allowed units from 184 to 225 maximum units.
- The text also allows the county access to an easement on the north side of the property connecting to Blue Jay Road.
- This proposed development will be considered an additional phase to the Staffordshire Subdivision, and utilities are already in place.
- The proposed development will add additional stormwater capacity.
- This rezoning is consistent with the Future Land Use Map (FLUM) as these parcels are projected to be agricultural/residential.
- At the June 11, 2024, Planning Board Meeting, Mr. Alan Zipperer made a motion for denial. Mr. Peter Higgins second the motion and it carried unanimously.

Alternatives

1. Approve the requests to **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development with the following conditions:

- A recombination plat shall be approved and signed by Development Services, then recorded, before the zoning can take effect.
- A preliminary plat shall be approved by the Board of Commissioners.

2. Deny the requests **rezone** +/- 27.65 acres from **PD & AR-1** to **PD** to allow for the amendment of a Planned Development.

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.
415-10 & 414-9

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
415-10 & 414-9

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 BROOKE GRAHAM has filed an application to rezone twenty-seven and sixty-five hundredths (27.65) +/- acres; from PD & AR-1 to PD to allow for the amendment of a Planned Development; map and parcel number 415-10 & 414-9, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on July 16, 2024 and notice of said hearing having been published in the Effingham County Herald on June 12, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on May 15, 2024; and

IT IS HEREBY ORDAINED THAT twenty-seven and sixty-five hundredths (27.65) +/- acres; map and parcel number 415-10 & 414-9, located in the 4th commissioner district is rezoned from PD & AR-1 to PD to allow for the amendment of a Planned Development, with the following conditions:

- A recombination plat shall be approved and signed by Development Services, then recorded, before the zoning can take effect.
- A preliminary plat shall be approved by the Board of Commissioners.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK