



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

August 15, 2023 – 5:00 PM

Effingham County Administrative Complex
Meeting Chambers

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

Watch us live on our YouTube page:

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the August 1, 2023 regular commission meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. 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. [2023-437 Agreement]**
Consideration to approve to renew an Agreement with Gas South for natural gas services for multiple County buildings

2. [2023-438 Agreement]

Consideration to renew a Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road

3. [2023-439 Agreement]

Consideration to approve the Georgia Indigent Defense Services Agreement for FY24

4. [2023-440 Agreement]

Consideration to approve an Agreement from EagleView for Pictometry Flights

5. [2023-441 Payment]

Consideration to approve to accept the 2nd payment from the Local Assistance and Tribal Consistency Fund (LATCF)

6. [2023-442 Grant]

Consideration to approve a Grant Agreement from the DOT SS4A

7. [2023-443 Agreement]

Consideration to approve an Easement Agreement with Georgia Power related to a county property located at 321 Hwy 119 South (Public Works Maintenance Building)

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

1. [2023-388 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **T&T Exley Properties** to **rezone** 274 of 1,047 acres located off of Highway 21 from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development **Map# 466D Parcels# 1,6,9,11** in the Second District (*postponed from 7/18/2023*)

2. [2023-389 Second Reading]

Consideration to approve a Second Reading of an application **T&T Exley Properties** to **rezone** 274 of 1,047 acres located off of Highway 21 from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development **Map# 466D Parcels# 1,6,9,11** in the Second District (*postponed from 7/18/2023*)

3. [2023-435 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approval of an application by **Warren M. Kennedy** to rezone 1.13 acres located at 195 Elm Street from R-2 to B-3, to allow for a storage facility **Map# 302 Parcel# 167** in the **First District** (*postponed from 8/1/2023*)

4. [2023-436 Second Reading]

Consideration to approve the Second Reading of an application by **Warren M. Kennedy** to rezone 1.13 acres located at 195 Elm Street from R-2 to B-3, to allow for a storage facility **Map# 302 Parcel# 167** in the **First District** (*postponed from 8/1/2023*)

5. [2023-416 Ordinance]

Consideration to approve the Second Reading of an amendment to the Code of Ordinances **Part II – Official Code: Chapter 14 – Building and Building Regulations – Articles II – Construction Codes, Division 2 – Administration and Enforcement,**

Section 14-56, to clarify site plan requirements for issuance of permits (*1st reading approved 08/01/2023*)

XI. New Business

1. [2023-444 Plan] *Tim Callanan*

Consideration to approve the Countywide Water and Wastewater Master Plan as submitted by Alliance Consulting Engineers

2. [2023-445 Contract] *Alison Bruton*

Consideration to approve Contract 23-ITB-030 with Platinum Paving and Concrete, LLC for the 2023/2024 LMIG Project

3. [2023-446 Purchase] *Alison Bruton*

Consideration to authorize the purchase of Self Contained Breathing Apparatus Units

4. [2023-447 Agreement] *Alison Bruton*

Consideration to approve an Agreement with Summit Food Service, LLC for the Effingham County Jail, Prison, and Senior Center Meals

5. [2023-448 Deed] *Chelsie Fernald*

Consideration to approve a Warranty Deed for Blandford Crossing Phase 1 located off of Blue Jay Road **Map # 414 Parcel # 13 (Second District)**

6. [2023-449 Resolution] *Mark Barnes*

Consideration to approve Resolution# 023-019 to amend the 2023-2024 Fiscal Year Budget

7. [2023-450 Contract] *Mark Barnes*

Consideration to approve to renew the five-year Contract with Bingham Arbitrage Services, Inc to perform the arbitrage rebate calculations for the \$ 28,845,000 Revenue Bond Series 2017

8. [2023-451 Contract] *Mark Barnes*

Consideration to approve the Coastal Regional Commission (CRC) Area Agency on Aging (AAA) Contract# 2024-08 for FY 2024

9. [2023-452 Purchase Order] *Alison Bruton*

Consideration to approve PO 23-REQ-035 for the purchase of a Mid-Size Loader

10. [2023-453 Plan] *Alison Bruton*

Consideration to approve Preliminary Statement of Work and Project Plan for the migration to Microsoft Office 365

11. [2023-454 Quote] *Alison Bruton*

Consideration to approve Quote #006399V1 for Virtual Chief Information Officer (vCIO) services from InterDev

[12.](#) **[2023-455 Agreement]** *Tim Callanan*

Consideration to approve a revised Intergovernmental Agreement and Sewer Service Agreement between Effingham County and Bryan County related to water and sewer services

[13.](#) **[2023-456 Agreement]** *Tim Callanan*

Consideration to approve a Water and Sewer Agreement between Effingham County and Bryan County related to the Hyundai Plant

[14.](#) **[2023-457 Agreement]** *Tim Callanan*

Consideration to approve an Easement Agreement between Effingham County and Bryan County for permanent and temporary construction easement rights to various parcels located within Effingham County

[15.](#) **[2023-458 Agreement]** *Tim Callanan*

Consideration to approve an Intergovernmental Agreement between the Cities of Guyton, Rincon and Springfield related to the 2023 Transportation Special Local Option Sales Tax (TSPLOST) referendum

[16.](#) **[2023-459 Annexation]** *Stephanie Johnson*

Consideration to acknowledge a Petition for Annexation of a property located at 1678 Fort Howard Road as submitted by the City of Rincon(Map# 463, Parcel# 29)

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the August 1, 2023 executive session minutes

XV. Adjournment

Staff Report

Subject: Renewal of the Gas South Agreement for natural gas services for multiple County buildings

Author: Alison Bruton, Purchasing Agent

Department: Multiple

Meeting Date: August 15, 2023

Item Description: Renewal of the Gas South Agreements

Summary Recommendation: Staff recommends renewal of the Gas South Agreement for natural gas services for multiple County buildings

Executive Summary/Background:

- Currently Effingham County has agreements with Constellation with a rate of \$0.419 per therm and a DDDC rate of \$8.50. Their proposed new agreements list the new rate at \$0.669 with a DDDC rate of \$8.50 per. According to Constellation, the rate is steadily increasing.
- At the direction of the Board of Commissioners, staff requested quotes from Georgia Natural Gas and Gas South which were discussed at the March 1, 2022 meeting. Due to the difference in the therm rate and DDDC rate, the Board requested to move forward with Gas South.
- Due to the unstable market, Gas South couldn't guarantee the rate would remain until March 15, so the County Manager signed the agreement and we are asking for ratification. These Agreements were ratified in March of 2022.
- The County Attorney has reviewed the agreement and approved the agreement to form.

Alternatives for Commission to Consider

1. Renewal of the Gas South Agreement for natural gas services for multiple County buildings
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, County Manager

Funding Source: Department Operating Budgets

Attachments:

1. Gas South Agreement for Natural Gas Services



AGREEMENT FOR NATURAL GAS SALES

Gas South, LLC ("Gas South") and Effingham County Board of Commissioners ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. The General Terms and Conditions (Rev. version dated January 1, 2021) are hereby incorporated into this Agreement for Natural Gas Sales by reference. This document is referred to as "the Agreement for Natural Gas Sales" and, together with the General Terms and Conditions, forms a single integrated agreement that is referred to as "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

Price Plan: Fixed Price Plan or Market Tracker Plan.

Fixed Price Plan: Gas South will charge Customer a fixed price per therm for natural gas that will not change for the term specified below.

Market Tracker Plan: Gas South will charge Customer a price per therm for natural gas that varies monthly. For each month, the price per therm will equal the price of the NYMEX natural gas futures contract on the last day that it is traded for a given calendar month ("NYMEX Price"), plus a fixed amount per therm for the term specified below.

Term: The length of Customer's commitment to purchase natural gas will begin on 09/01/2022 and end on 08/31/2025 (as may be extended from time to time, the "Term").

Customer will be charged:

- 1a. Fixed price of: **\$ 0.4540** per therm for the Term *(Applicable if Fixed Price Plan is selected above)*.
- 1b. NYMEX price plus: **\$** per therm for the Term *(Applicable if Market Tracker Plan is selected above)*.
- 2. Customer service fee of: **\$ 0.00** per metered account per month.
- 3. Interstate Pipeline Capacity Charges at the rate of: **\$ 8.50** per DDDC per month (DDDC for each location is determined by AGL annually or when the meter is established).
 No Interstate Pipeline Capacity Charges will apply *(Applicable if no other selection is made)*.

Pricing identified in this Agreement is based on prevailing market conditions. Gas South reserves the right to adjust the proposed price if market conditions change. This is not an offer and pricing and other terms are valid and binding only if and when this Agreement has been executed by all parties.

Market Tracker Plan ONLY

Price Watch Option. If this box is checked, Customer authorizes Gas South to convert the Market Tracker Plan price and Term to a fixed rate per therm lasting for 12 billing cycles if Gas South determines, in its sole discretion, that it can offer Customer a fixed price per therm of \$ at any time that Customer is receiving service from Gas South under terms described in this Agreement. Gas South will notify Customer in writing (including by electronic communication) of a conversion to this fixed price and specify the duration of such fixed price in relation to the Term in this Agreement.

Trigger Option. If this box is checked it is agreed that Customer may convert to a fixed rate per therm for one or more calendar months at any time during the Term as long as Customer's Projected Usage exceeds 50,000 therms. A request for such a Trigger Option can be made by contacting Gas South's account management team at renewals@gassouth.com or 770-763-4323. Upon receiving a request from Customer, Gas South will furnish Customer with a price quote on a Trigger Option that would specify the rate that would apply over the period covered by the Trigger Option.

Projected Usage

- Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by AGL *(Applicable if no other selection is made)*.
- Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the agreed to projections of usage attached hereto as Appendix B.

If Customer elects to update Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.

Deposit

- Upfront deposit waived *(Applicable if no other selection is made)*.
 - Deposit must be paid before service begins under this Agreement.
- Deposit Amount: **\$**

Locations

LOCATIONS LISTED IN APPENDIX A, ATTACHED

Tax-Exempt Status

- Customer is not claiming any tax exemption *(Applicable if no other selection is made)*.
- Customer claims that the accounts included in this Agreement are tax-exempt. Customer understands that Customer will be responsible for providing the necessary exemption certificate to Gas South. Tax exemption begins on the billing cycle after receipt by Gas South of the necessary exemption certificate.
- Tax Exemption Certificate was received with this Agreement.
- Tax Exemption Certificate is on-file with Gas South.

Special Provisions:

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

Effingham County Board of Commissioners

For Enrollment by Signature:

By: [Signature] Date: Mar 3, 2022
Authorized Signatory for Customer

Printed Name: Tim Callanan

Title: County Manager

GAS SOUTH, LLC

3625 Cumberland Blvd, Suite 1500
Atlanta, Georgia 30339

By: [Signature] Date: Mar 3, 2022

Printed Name: David Malone

Title: Chief Sales & Marketing Officer

To report a gas leak or other emergency contact Atlanta Gas Light Company: 770-994-1946 (within metro Atlanta); 1-800-427-5483 (Toll Free outside of metro Atlanta)

Customer Account Information:

<u>ALISON BRUTON</u> Customer Primary Contact Name	<u>804 South Laurel Street</u> Street Address	<u>Springfield</u> City	<u>GA</u> State	<u>31329</u> Zip Code
<u>9127542159</u> Phone Number	<u>abruton@effinghamcounty.org</u> Email Address			
<input checked="" type="radio"/> landline <input type="radio"/> mobile phone (check the box indicating whether landline or mobile phone number is provided)				
Preferred Method of Communication <u>Email</u>				

Need SOS

Customer Secretary of State Control Number (SOS#) or SSN# (check the box indicating whether SOS# or SSN# is provided)

<u>Mark Barnes</u> Accounts Payable Contact Name	<u>804 South Laurel Street</u> Billing Address	<u>Springfield</u> City	<u>GA</u> State	<u>31329</u> Zip Code
<u>9127542159</u> Phone Number	<u>accountspayable@effinghamcounty.org</u> Email Address			
<input checked="" type="radio"/> landline <input type="radio"/> mobile phone (check the box indicating whether landline or mobile phone number is provided)				
Preferred Method of Communication <u>Email</u>				



GENERAL TERMS AND CONDITIONS

1. **Governing Terms.** These General Terms and Conditions are incorporated by reference into the Agreement for Natural Gas Sales agreed to by Customer and together form a single integrated agreement between Gas South and Customer. Any inconsistency between any terms of these General Terms and Conditions and the Agreement for Natural Gas Sales executed by Customer shall be resolved in favor of the terms of the Agreement for Natural Gas Sales. The Agreement for Natural Gas Sales together with these General Terms and Conditions are referred to as "this Agreement".
2. **Sale and Purchase.** Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by Atlanta Gas Light ("AGL") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 10 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement.
3. **Delivery of Natural Gas and Transfer of Title.** Customer appoints Gas South as its agent for gas transportation with AGL, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of AGL ("Delivery Point") in accordance with AGL's Tariff as filed from time to time with the Georgia Public Service Commission ("GPSC"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to AGL at the Delivery Point and AGL is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.
4. **Billing and Payment of Charges.** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all AGL regulated, pass-through charges that Gas South pays to AGL, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 5 of this Agreement) within 15 days after such determination.
5. **Late Payment, Nonpayment, Disconnection and Collection.** Without limiting Gas South's rights under Sections 10 and 11 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date and fails to cure within 5 days' notice from Gas South demanding payment, Gas South may, in accordance with the GPSC rules and regulations to the extent applicable, disconnect Customer's natural gas supply at all Locations for which Customer's statement is past due. Unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of \$10 per account) or (b) the maximum amount allowed by law. Gas South may charge a fee of the greater of (a) \$30.00 or (b) 5% of the amount of the check or order, plus the amount of any fees charged to Gas South by a bank or financial institution for any returned check, bank draft or credit card transaction not processed due to insufficient funds or credit availability. If Customer asks to be reconnected and Gas South chooses in its sole discretion to reconnect Customer, Gas South will require Customer to pay reconnection charges imposed by AGL and to provide payment for any outstanding balances including interest. Customer agrees to waive any damages alleged to occur due to a disconnection of Customer's natural gas supply. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.
6. **Deposits; Credit Checks.** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not to exceed the amount of projected charges to Customer for the two (2) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.
7. **Option to Convert to a Fixed Price Plan** If Market Tracker Plan is selected in the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a Fixed Price Plan at any time for a Term of Customer's choosing by contacting Gas South's account management team at renovaris@gassouth.com or 770-763-4323 and executing a new Agreement that would supersede the existing Agreement.
8. **Pricing Upon Expiration of the Term.** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) take no action and continue service under this Agreement under Gas South's monthly default commercial variable rate per therm (which may be viewed on Gas South's website) and Gas South's monthly default DDDC rate per month based on Location (which is based on AGL's DDDC rate) with a month-to-month Term, or (c) send a written termination notice to Gas South in accordance with Section 9 of this Agreement.
9. **Termination at the end of the Term.** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice. After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from AGL that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider. In the event of termination of this Agreement, Gas South may disconnect Customer's service effective as of the end of the Term; however, Gas South has no obligation to notify AGL to initiate a disconnection or switch and it is Customer's obligation to arrange for service from another natural gas provider.
10. **Termination for Customer Default.** Gas South may terminate this Agreement and disconnect all of Customer's Locations based on the following events (each a "Customer Default") upon giving notice to Customer: (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 2 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 9 of this Agreement, (c) failure to pay any undisputed amount within 5 days of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.
11. **Liquidated Damages.** If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the sum of the Cost Component plus the Loss Component.
- A. The Cost Component is equal to (A) a fixed, pre-determined charge of \$0.05 per therm (which compensates Gas South for its estimated administrative and general costs, including third party fees such as brokerage fees, commissions and other transaction costs in connection with terminating this Agreement) multiplied by (B) Customer's Projected Usage in the months (including prorated amounts for partial months) remaining during the Term.
- B. The Loss Component is equal to the positive result of (if a negative number results, the Loss Component shall equal zero) the sum, for each month remaining in the Term (including prorated amounts for partial months), of (A) the Customer's Projected Usage for such month multiplied by the difference between (i) the contracted gas price and (ii) the per therm price of the NYMEX natural gas futures contract for such month at the time this Agreement is terminated (for the Market Tracker NYMEX, the difference between (i) and (ii) shall equal any specified adder in the Agreement for Natural Gas Sales), plus (B) all other charges to Customer that would have applied during such month (including the Interstate Pipeline Capacity Charges and Service Charges, but excluding AGL pass-through regulatory charges) calculated based on Customer's Projected Usage and number of Locations, minus the projected transportation costs for such month.
12. **Representations and Warranties.** Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is no pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

13. **Limitation of Warranties and Liability.** GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF \$1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of AGL, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by AGL or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.
14. **Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by AGL, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.
15. **Governing Law.** This Agreement will be governed by the laws of the State of Georgia, including applicable tariffs filed with and orders entered by the GPSC. The conflicts of law provisions of Georgia law shall not apply to this Agreement.
16. **Dispute Resolution (Class Action Waiver).** Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the GPSC.
- Magistrate Court guidelines.** For all qualified claims or disputes brought by a party in Magistrate Court, each party hereby consents to the jurisdiction and venue of the Cobb County Magistrate Court for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the Magistrate Court, then the claiming party must seek resolution of the dispute through arbitration.
 - Arbitration guidelines.** If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Georgia. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
17. **Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 20 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. If Customer elects to opt-out of Section 16 of this Agreement in accordance with this Section 17, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Cobb County, Georgia, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.
18. **Tax Exemptions.** If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.
19. **Change in Law.** If there is a change in law, GPSC order, administrative regulation, rule, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.
20. **Contact Information & Notices.**
- Customer Contact Information.** Customer Contact Information. By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 770-763-4323 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.
 - Notices.** Any notices to be provided in writing to Gas South must be sent by U.S. mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: Commercial Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.
21. **Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.
22. **Miscellaneous.** This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

Appendix A to the Agreement for Natural Gas Sales
Locations

Location Name	Service Address	AGL #	Type (Annual or Seasonal)	Seasonal Meter Term
EFFINGHAM COUNTY PRISON	321 GA HWY 119 S, SPRINGFIELD, GA 31329	9786807484	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	1171 GA HWY 119 N, SPRINGFIELD, GA 31329	3864950583	Annual	N/A
EFFINGHAM COUNTY EMS 2	109 GOSHEN COMMERCIAL PK DR, RINCON, GA 31326	3440509216	Annual	N/A
EFFINGHAM COUNTY HISTORIAL MUSEUM	1002 PINE ST, SPRINGFIELD, GA 31329	5195860555	Annual	N/A
EFFINGHAM COUNTY FLEET MAINT	309 GA HWY 119 S, SPRINGFIELD, GA 31329	0245695932	Annual	N/A
EFFINGHAM COUNTY EMS	109 GOSHEN COMMERCIAL PK DR, RINCON, GA 31326	1251424371	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	700 N PINE ST, SPRINGFIELD, GA 31329	5585170417	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	130 W 1ST ST, SPRINGFIELD, GA 31329	2733815033	Annual	N/A
EFFINGHAM COUNTY JAIL	130 E 1ST ST, SPRINGFIELD, GA 31329	4328261118	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	307 HWY 119 S, SPRINGFIELD, GA 31329	0024750569	Annual	N/A






Effingham County Board of Commissioners Gas South GA Agreement for Natural Gas

Final Audit Report

2022-03-03

Created:	2022-03-03
By:	Samantha Rietzel (samantha.rietzal@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOBalvx__BylTW2pftdTL3v7n7vgMIGV-

"Effingham County Board of Commissioners Gas South GA Agreement for Natural Gas" History

-  Document created by Samantha Rietzel (samantha.rietzal@gassouth.com)
2022-03-03 - 4:49:49 PM GMT - IP address: 13.110.74.8
-  Document emailed to Tim Callanan (tcallanan@effinghamcounty.org) for signature
2022-03-03 - 4:50:12 PM GMT
-  Email viewed by Tim Callanan (tcallanan@effinghamcounty.org)
2022-03-03 - 5:02:31 PM GMT - IP address: 206.180.129.114
-  Document e-signed by Tim Callanan (tcallanan@effinghamcounty.org)
Signature Date: 2022-03-03 - 6:04:39 PM GMT - Time Source: server- IP address: 206.180.129.114
-  Agreement completed.
2022-03-03 - 6:04:39 PM GMT

Staff Report

Subject: Renewal of Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road

Author: Alison Bruton, Purchasing Agent

Department: Administration

Meeting Date: August 15, 2023

Item Description: Renewal of Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road

Summary Recommendation: Staff recommends Renewal of Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road.

Executive Summary/Background:

- At the July 2022 Board of Commissioners meeting, the Board approved the Lease Amendment Option:
 - **Lease Amendment.** Amend the current lease to:
 - Add five (5) four-year renewal terms; the new expiration date would be Sep 10, 2042
 - Increase the current rent from \$17,418.24/year to \$18,114.97/year effective Sep 11, 2022
 - Reduce the rent escalation rate from 20% per term to 4% per year with the first 4% increase on Sep 11, 2022
 - Submit a \$30K lump sum payment 60 days after signing the amendment
- This amendment has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Renewal of Lease Agreement with Crown Castle for the Cell Tower located at 247 Church Road
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Attorney

Funding Source:

Attachments:

1. Lease Agreement Amendment
2. Agreement and Memorandum of the Amendment to the Agreement

STATE OF GEORGIA)

COUNTY OF EFFINGHAM)

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (the “Amendment”) is made and entered into effective as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, having a mailing address of 804 S. Laurel St., Springfield, GA 31329 (“Lessor”), and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“Lessee”).

WITNESSETH:

WHEREAS, Lessor entered into that Option and Lease Agreement dated June 9, 1998 (the “Lease”) with Powertel/Atlanta, Inc., a Delaware corporation (“Powertel”), as lessee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “Property”);

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 176, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel’s rights, duties and obligations with respect thereto;

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 189, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on September 10, 2022 (the “Original Term”) and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Lease is hereby amended as follows:

(a) **Renewal Term**. Section 13 of the Lease is hereby amended such that in addition to and following the renewal terms currently set forth in Section 13, Lessee shall have the option to extend this Lease for four (4) additional five (5) year terms (each, a “Renewal Term”). If all such

options to extend are exercised, then the final expiration of the Lease shall occur on September 10, 2042.

(b) **Consideration.** Notwithstanding any provision of Section 14 of the Lease to the contrary and in lieu of any other increases in rent set forth in the Lease:

(i) Effective September 11, 2022, the annual rent shall increase to Eighteen Thousand One Hundred Fourteen and 97/100 Dollars (\$18,114.97).

(ii) Effective September 11, 2023 and on each anniversary of such date thereafter (the "Adjustment Date") and continuing for the duration of the Lease, including all renewals as provided in Section 13 thereof, the rent payable hereunder shall increase by four percent (4%) over the rent due in the immediately preceding lease year.

(c) **Notice.** Section 27 of the Lease is hereby amended to reflect the following notice address for Lessee:

Crown Castle Towers 06-2 LLC
General Counsel
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) within sixty (60) days following the complete execution of this Amendment.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its

equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(ii) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(iii) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(g) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Lease Agreement on the day and year first written above.

LESSOR:

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

By: Wesley M. Corbitt
Name: Wesley M. Corbitt
Title: Chairman
Date: 09/06/2022



ATTEST:

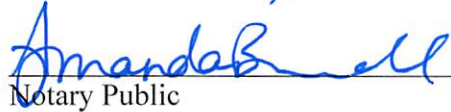
S. Johnson
Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

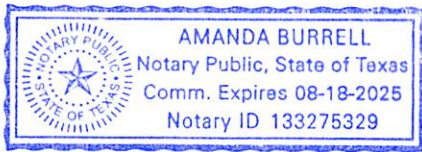
Signed, Sealed and
Delivered in the Presence of:


Unofficial Witness


Notary Public

MY COMMISSION EXPIRES:

08/18/2025



LESSEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Matthew Norwood
Title: Sr. Manager Nat'l Transactions
Date: September 1, 2022

EXHIBIT A

LEASE AREA

All that tract or parcel of land lying and being in the 11th G.M. District, Effingham County, Georgia and being more particularly described as follows:

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being the Point of Beginning; thence South 40 degrees 37 minutes 01 seconds East a distance of 17.50 feet to a point; thence South 49 degrees 22 minutes 59 seconds West a distance of 70.00 feet to a point; thence North 40 degrees 37 minutes 01 seconds West a distance of 70.00 feet to a point; thence North 49 degrees 22 minutes 59 seconds East a distance of 70.00 feet to a point; thence South 40 degrees 37 minutes 01 seconds East a distance of 52.50 feet to a point, said point being the same Point of Beginning.

The above described tract being 4,900 square feet, more or less.

35 FOOT ACCESS AND UTILITY EASEMENT

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point, said point being the Point of Beginning; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being on the subject Lease Area.

The above-described course being the centerline of a 35 feet access and utility easement, and being a portion of Effingham County property.

Recording Requested by and Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, TX 77024
Attn: CCRE Department

Cross Reference to:
Book 580, Page 176
Book 580, Page 189
Effingham County, GA Records

STATE OF GEORGIA)

COUNTY OF EFFINGHAM)

**AGREEMENT AND MEMORANDUM OF
FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“Memorandum”) is entered into as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, having a mailing address of 804 S. Laurel St., Springfield, GA 31329 (“**Lessor**”), and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“**Lessee**”).

W I T N E S S E T H:

WHEREAS, Lessor entered into that Option and Lease Agreement dated June 9, 1998 (the “**Lease**”) with Powertel/Atlanta, Inc., a Delaware corporation (“**Powertel**”), as lessee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “**A**” attached hereto (the “**Property**”);

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 176, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel’s rights, duties and obligations with respect thereto;

WHEREAS, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County,

Georgia, in Book 580, Page 189, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on September 10, 2022 (the “**Original Term**”); and

WHEREAS, effective as of the date of this Memorandum, Lessor and Lessee have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by that First Amendment to Option and Lease dated as of the date hereof (the “**Amendment**”):

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT**

Lessor: Board of Commissioners of Effingham County, Georgia, with a mailing address 804 S. Laurel St., Springfield, GA 31329.

Lessee: Crown Castle Towers 06-2 LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Dr., Canonsburg, PA 15317.

Property: The real property leased by Lessor to Lessee together with an easement for ingress and egress thereto is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of four (4) years, beginning on September 11, 1998.

Expiration Date: The first five (5) extensions terms of four (4) years each having been exercised, if not otherwise extended or renewed, the Lease shall expire on September 10, 2022.

Right to Extend or Renew: Lessee has four (4) remaining options to extend the Lease for successive periods of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on September 10, 2042.

Option to Purchase: No.

Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Option and Lease Agreement on the day and year first written above.

LESSOR:

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

By: Wesley M. Corbett
Name: Wesley M. Corbett
Title: Chairman
Date: 09/06/2022



ATTEST:

S. Johnson
Clerk

APPROVED AS TO FORM:

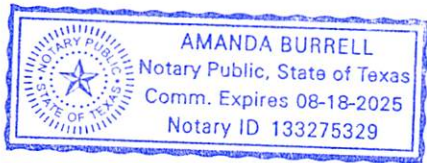
[Signature]
County Attorney

Signed, Sealed and
Delivered in the Presence of:


Unofficial Witness


Notary Public

MY COMMISSION EXPIRES: 08/18/2025



LESSEE:

CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Matthew Norwood
Title: Sr. Manager Nat'l Transactions

EXHIBIT "A"**LEASE AREA**

All that tract or parcel of land lying and being in the 11th G.M. District, Effingham County, Georgia and being more particularly described as follows:

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being the Point of Beginning; thence South 40 degrees 37 minutes 01 seconds East a distance of 17.50 feet to a point; thence South 49 degrees 22 minutes 59 seconds West a distance of 70.00 feet to a point; thence North 40 degrees 37 minutes 01 seconds West a distance of 70.00 feet to a point; thence North 49 degrees 22 minutes 59 seconds East a distance of 70.00 feet to a point; thence South 40 degrees 37 minutes 01 seconds East a distance of 52.50 feet to a point, said point being the same Point of Beginning.

The above described tract being 4,900 square feet, more or less.

35 FOOT ACCESS AND UTILITY EASEMENT

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point, said point being the Point of Beginning; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being on the subject Lease Area.

The above-described course being the centerline of a 35 feet access and utility easement, and being a portion of Effingham County property.

OPTION AND LEASE AGREEMENT

Item IX. 2.

June, 1998, THIS OPTION AND LEASE AGREEMENT ("Agreement") is made this *9th* day of June, 1998, by and between The Board Of Commissioners of Effingham County, Georgia ("Optionor") and Powertel/Atlanta, Inc. ("Optionee").

I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain parcel or parcels of real property more particularly described on Exhibit "A" attached hereto ("Property") together with an easement for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Property and the Easement and that the legal description of the Property and the Easement as shown on the survey shall thereafter become the legal description of the Property and the Easement.

2. **Option Initial Term.** The initial term of this Option shall be for six (6) months from the date this Option is executed by Optionee ("Option Initial Term").

3. **Consideration for Option.** Consideration for the Initial Term of the Option granted hereunder shall be Five Hundred and No/100 Dollars (\$500.00) ("Option Consideration"). This payment by Optionee to Optionor shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

4. **Extension of Option.** This Option can be extended at the discretion of Optionee for no (0) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of N/A and N/A /100 Dollars (\$N/A) prior to the expiration of the then existing term of this Option. Any consideration paid by Optionee to extend the term of this Option shall be credited in full to the first year's rental due Optionor if this Option is exercised by Optionee.

5. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable title to the Property and the Easement free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Property. In the event that Optionee objects to any defect or cloud on title to the Property, Optionee may declare this Option and any obligation of Optionee to lease the Property or acquire the Easement to be void and of no further

force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor,

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and

(d) The Property is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Property or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Taxes. Any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.

7. Liquidated Damages. In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

8. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property and the Easement at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Property and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Property if needed for ingress and egress, Optionee shall not unreasonably interfere with Optionor's use of the Property or the Easement in conducting these activities.

9. Further Acts. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Property and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Property including but not limited to land use and zoning applications.

II. LEASE AGREEMENT

10. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Property and grant of the Easements shall govern the relationship of the parties and Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. **Use.** The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

12. **Initial Term.** The term of this Lease shall be four (4) years commencing on the Commencement Date, as that term is defined in paragraph 10, and terminating on the fourth anniversary of the Commencement Date ("Initial Term").

13. **Renewal Terms.** Lessee shall have the right to extend this Lease for five (5) additional four (4) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 14(c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least 90 days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

14. **Consideration.**

(a) Upon the Commencement Date, Lessee shall pay Lessor the sum of Seven Thousand and No /100 Dollars (\$7,000.00) per annum as rental ("Rent"). Rent shall be payable on the Commencement Date in advance and on each anniversary of the Commencement Date thereafter to Lessor at Lessor's address as specified in Paragraph 27 below;

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and

(c) In the event that Lessee elects to renew this Lease as provided in paragraph 13, Rent shall accrue during the Renewal Terms in accordance with the following schedule:

First Renewal Term \$ 8,400.00 per annum

Second Renewal Term	\$10,080.00 per annum
Third Renewal Term	\$12,096.00 per annum
Fourth Renewal Term	\$14,515.00 per annum

15. **Lessor's Representations and Warranties.** Lessor represents and warrants that Lessee's intended use of the Property as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property which will interfere with or constructively prohibit Lessee's Intended Use of the Property. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

16. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Property is actually or constructively prohibited through no fault of Lessee or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

17. **Interference.** Lessor shall provide Lessee with advance written notice before Lessor uses or grants other persons or entities a lease, license or other right of use of any portion of adjacent real property owned by Lessor for activities which might reasonably be anticipated to cause interference with Lessee's wireless communications activities. Said notice shall set forth the type of activity proposed to be conducted and, if the activity involves the receipt and transmission of wireless communications signals, the frequency of operation and location of said equipment. Lessee shall have a period of thirty (30) days from the date of receipt of said notice to conduct an intermodulation analysis of the proposed use. In the event that Lessee can demonstrate with objective, technical data or information that the proposed use shall cause interference with the operation of the Equipment, Lessor shall not permit the proposed use to be conducted. In the event that Lessor enters into an agreement for such a use, Lessor shall require that such persons or entities rectify any interference to Lessee's Wireless Communications Activities caused directly or indirectly by its activities on the adjacent property within forty-eight (48) hours.

18. **Improvements; Utilities; Access.**

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall have the obligation to remove all of the above ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut,

and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Property is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all-times during this Lease enjoy ingress, egress, and access from the Property to an open and improved public road which presently exists and which Easement shall be adequate to service the Property and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

19. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason or no reason at all upon six (6) months advance written notice from Lessee to Lessor.

20. **Subleases.** Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to license or sublease all or a portion of the Property and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Property including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Property as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Property by said licensee(s) and sublessee(s) together with rights of ingress and egress to the Property and the right to install utilities on the Property as if said licensee or sublessee were the Lessee under this Lease.

21. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. Lessee shall pay as additional Rent any increase in real property taxes levied against Property which are directly attributable to Lessee's use of the Property and Lessor agrees to furnish proof of such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Property or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

22. **Destruction of Premises.** If the Property or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

23. **Condemnation.** If a condemning authority takes all of the Property, or a portion sufficient in Lessee's determination, to render the Property in the opinion of Lessee unsuitable for the use which Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

24. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of \$2,000,000 and shall name Lessor as an additional insured.

25. **Environmental Compliance.** Lessor warrants and represents that, to the best of Lessor's knowledge, the Property, the Easement and the improvements thereon are free of contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal,

state or local government authority ("Hazardous Materials"). This Lease shall at the option of Lessee terminate be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property through no fault of Lessee after Lessee takes possession of the Property and Lessee shall be entitled to a refund of all the consideration given Lessor under this Lease.

26. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

27. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

Assistant Administrator
Board Of Commissioners of Effingham County
P. O. Box 307
Springfield, GA 31329

If to Lessee, to:

Powertel/Atlanta, Inc.
1233 O.G. Skinner Drive
West Point, GA 38133
Attn.: Legal Department

28. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages except those liens and encumbrances disclosed in Exhibit "C" attached hereto; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.

29. Assignment. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower Facilities, and

may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than 10 days after the receipt of the default notice. Lessee may assign this Lease without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

30. **Successors and Assigns.** This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. **Hold Harmless.** Lessee agrees to hold Lessor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Tower Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

33. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Lessee may file of record in the property records in the county in which the Property and Easement(s) are located a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property and the Easement(s), the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and the Easements and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Property including but not limited to land use and zoning applications.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Lease as of the date first written above.

OPTIONOR:

Signed, sealed and delivered this
21st day of May, 1998
in the presence of:

Rick [Signature]
Unofficial Witness

[Signature]
Notary Public

(NOTARIAL SEAL/STAMP)

My Commission Expires: _____

My Commission Expires Aug. 7, 2000

By: [Signature]
Name: Lamar Crosby
Title: County Administrator

By: [Signature]
Name: Sandra Andrews
Title: County Clerk

(CORPORATE SEAL)

OPTIONEE:

Powertel/Atlanta, Inc.

By: *Walter R. Pettiss*
WALTER R. PETTISS
Title: *EVP/GM*

(CORPORATE SEAL)

Signed, sealed and delivered this
9 day of June, 1998,
in the presence of:

[Signature]
Unofficial Witness

Patricia Hartley
Notary Public

(NOTARY SEAL/STAMP)



OFFICIAL NOTARY SEAL
PATRICIA HARTLEY
Commission # CC 162288
My Commission Expires April 30, 2001

My Commission Expires: _____

EXHIBIT "A"

**LEGAL DESCRIPTION OF
PROPERTY**

All that tract or parcel of land lying and being in the 11th G.M. District, Effingham County, Georgia, and being more particularly described as follows:

Commencing at the intersection of Highway 119 and Highway 21, thence north 20 degrees 7 minutes 25 seconds west, a distance of 1476.76 feet to a point; thence south 49 degrees 22 minutes 59 seconds west, a distance of 117.44 feet to a point, said point being the Point of Beginning; thence south 40 degrees 37 minutes 01 second east, a distance of 17.50 feet to a point; thence south 49 degrees 22 minutes 59 seconds west, a distance of 70.00 feet to a point; thence north 40 degrees 37 minutes 01 second west a distance of 70.00 feet to a point; thence north 49 degrees 22 minutes 59 seconds east, a distance of 70.00 feet to a point; thence south 40 degrees 37 minutes 01 second east, a distance of 52.50 feet to a point being the same Point of Beginning.

Staff Report

Subject: Georgia Indigent Defense Services Agreement for FY24

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: August 15, 2023

Item Description: Approval of Georgia Indigent Defense Services Agreement for FY24

Summary Recommendation: Staff recommends approval of the Georgia Indigent Defense Services Agreement for FY24. The Ogeechee Public Defenders Office has been providing indigent defense services to Effingham County for several years. The County is required to provide indigent defense services and the Ogeechee Public Defender's Office was established for the purpose of providing these services.

Executive Summary/Background:

- O.C.G.A § 17-12-23 (d) states "A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state".
- Under this agreement the County shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.
- Effingham County's share (32%) of this year's annual agreement for personnel expenditures is \$260,430.60 paid in monthly installments of \$21,702.55.
- Effingham County share (32%) of this year's annual agreement for operating expenses is \$41,600.04 paid in monthly installments of \$3,466.67.
- This agreement can be terminated due to non-availability of funds, for cause (after a 30-day cure period) or convenience (60 days).
- This agreement begins on July 1, 2023 and expires June 30, 2024.

Alternatives for Commission to Consider

1. Board approval and execution of the contract for Public Defender Services for FY24.
2. Do not approve and execute the contract for Public Defender Services for FY24.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchase, Finance

Funding Source: FY24 Budget

Attachments: Georgia Indigent Defense Services Agreement for FY23



**OFFICE OF THE PUBLIC DEFENDER
Ogeechee Judicial Circuit**

Serving Bulloch, Effingham, Jenkins and Screven Counties
30 North Main Street • Post Office Box 86
Statesboro, Georgia 30459
Telephone 912-764-6292 • Facsimile 912-489-3223

Chief Public Defender

Renata M. Newbill-Jallow

Assistant Public Defenders

Donna Carnley Black, Chief Assistant
Kelley Kidd
Stuart H. Patray
Jeana D. Johnson
Trishna Mikell
Elise Miller
Que'Andra Campbell

Administrative Assistants

Joette Massey, Office Manager
Shannon Soles
Vicky Straley

Investigators

Elizabeth Holbrook, Chief Investigator
Casey L. Ware

July 11, 2023

Mr. Tim Callanan, County Administrator
Effingham County Board of Commissioners
601 N. Laurel St.
Springfield, GA 31329

Re: FY 2024 Georgia Indigent Defense Services Agreement
Effingham County
Ogeechee Judicial Circuit

Dear Mr. Callanan:

Enclosed please find the original Georgia Indigent Defense Services Agreement for your approval and signature. Please sign on page 8, have a witness sign and the return contract in the enclosed envelope. I will forward a copy of the agreement to you after all parties have signed.

Thank you for your continued support and if you have any questions, please contact this office.

Sincerely,


Joette Massey
Office Manager

Enclosure



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into the 1st day of July, 2023, between the Circuit Public Defender Office of the Ogeechee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of **Effingham County**, a body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2023.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

STATUTORY PERSONNEL

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

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

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

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

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

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

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

ARTICLE 3

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

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

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

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

ARTICLE5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months beginning July 1, 2023 and ending June 30, 2024.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2023 or fiscal year 2024 planned budget if that budget has already been developed) for indigent defense as part of this support each county agrees to provide space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

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

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

Section 5.04 Cooperation, dispute resolution and jurisdiction.

- (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

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

Circuit Public Defender Office of the Ogeechee Judicial Circuit:

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

Governing Authority of Effingham County:

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

Georgia Public Defender Council

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

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

Section 5.07 Termination.

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

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

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

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

Section 5.08 Cooperation in transition of services.

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

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

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

Section 5.10 Time. Time is of the essence.

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

**CIRCUIT PUBLIC DEFENDER OFFICE
OGEECHEE JUDICIAL CIRCUIT**

EFFINGHAM COUNTY

By: *Benata M Newbill-Jallow* (SEAL)
Signature

By: _____ (SEAL)
Signature

Benata M Newbill-Jallow
Name

Name

Circuit Public Defender

Title

ATTEST:

ATTEST:

Shannon Soles (SEAL)

(SEAL)



SHANNON SOLES
Notary Public
STATE OF GEORGIA
My Comm. Exp.

8-16-2024

ATTEST:

APPROVED AND CONSENTED TO:

**GEORGIA PUBLIC DEFENDER
COUNCIL**

(SEAL)

BY: _____ (SEAL)
Signature
Director

Ogeechee Judicial Circuit
ATTACHMENT A – Personnel & Operating Expenditures
Effingham County
July 1, 2023 – June 30, 2024

The County agrees to pay the Public Defender Office \$260,430.60 in 12 monthly installments of **\$21,702.55**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2023. Invoices will be sent to the following address:

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

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

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

Office Maintenance installments, in the amount of **\$3,466.67** per month, will continue to be mailed to Ogeechee Public Defender’s Office, Post Office Box 86, Statesboro, Georgia 30459.

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

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

Staff Report

Subject: Approval of Agreement from EagleView for Pictometry Flights

Author: Alison Bruton, Purchasing Agent

Department: Tax Assessor

Meeting Date: August 15, 2023

Item Description: Approval of Agreement from EagleView for Pictometry Flights

Summary Recommendation:

Chief Appraiser is recommending Approval of Proposal from EagleView for Pictometry Flights.

Executive Summary/Background:

- The Budget Proposal was approved by the Board of Commissioners in March of 2023. Staff is now requesting approval of the agreement for the flight program.
- The first flight will not take place until January or February of 2024. There are no payments due until the flight takes place. This Contract is for a 6-year term and includes two flight projects. The totals approved by the Budget request were:
 - Flight 1 Total: \$174,852.00
 - Annual Payments of \$58,284.00
 - Flight 2 Total: \$174,852.00
 - Annual Payments of \$58,284.00
- The contract price is less than what was originally requested:
 - Flight 1 Total: \$173,582.10
 - Annual Payments of \$57,860.70
 - Flight 2 Total: \$173,582.10
 - Annual Payments of \$57,860.70
- This program will help the staff locate new construction and additions that may not have been permitted or missed in the permitting process.
- This program helps to review parcels that would not be accessible.
- This program is an approved review method by IAAO and is recognized by GAAO.
- Approval allows for an increase in tax revenue. If the agreement is not approved, it could cause a potential loss of tax revenue and result in the need for additional staff to review.

Alternatives for Commission to Consider

1. Approval of Agreement from EagleView for Pictometry Flights
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: *(list departments)*

Tax Assessor, Finance, Board of Commissioners

Funding Source:

Tax Assessor Budget

Attachments:

Contract



CUSTOMER NAME: Effingham County, GA; Attn: Neal Groover, Chief Appraiser
 CUSTOMER ADDRESS: 901 N. Pine Street, Suite 106, Springfield, GA 30459
 CUSTOMER PHONE: 912-754-2125
 CUSTOMER E-MAIL: ngroover@effinghamcounty.org

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “Account”** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).
- 1.2. “Activation”** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- 1.3. “Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).
- 1.4. “Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. “Documentation”** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER



WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.



9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.



9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Six years

ORDER #
LC-10003484

BILL TO
Effingham County, GA
Attn: Neal Groover, Chief Appraiser
901 N. Pine Street, Suite 106
Springfield, GA 30459
912-754-2125
ngroover@effinghamcounty.org

SHIP TO
Effingham County, GA
Attn: Neal Groover, Chief Appraiser
901 N. Pine Street, Suite 106
Springfield, GA 30459
912-754-2125
ngroover@effinghamcounty.org

CUSTOMER ID
A1204032

SALES REP
Kevin Lamonds

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
68	EagleView Cloud - Imagery – Certified GSD: 3in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes Start Year: 2024 End Year: 2029	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers’ orthomosaic imagery. Services term commences on date of activation.
469	EagleView Cloud - Imagery – Certified GSD: 6in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes Start Year: 2024 End Year: 2029	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers’ orthomosaic imagery. Services term commences on date of activation.
75	EagleView Cloud – Imagery GSD: 3in Refresh Frequency: 3-Year Refresh Start Year: 2025 End Year: 2027	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.



1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - 911/PSAP Integration	Provides activation for the integration between EagleView Cloud platform and the customer's PSAP. Compatibility limited to selected PSAP providers.
1	EagleView Cloud - GIS/ESRI Integration	Provides activation for the integration between EagleView Cloud platform and the customer's ESRI/GIS environment.
1	EagleView Cloud - Integrated Web Application	Entitlement allows a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
7	EagleView Cloud - 3D Textured Mesh Refresh Frequency: 3-Year Refresh	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as-is.
29000	EagleView Cloud - Sketch Inspect Refresh Frequency: 3-Year Refresh	Sketch Inspect is a web based application to review CAMA sketch verification data. An automated process analyzes a customer's CAMA sketches against orthoimagery-derived building outline to detect where customer data is incorrect. An orthoimagery service, building outlines, and an IPA key are inputs to Sketch Inspect tool.
29000	EagleView Cloud - Sketch Inspect - Building Outline Delivery	Includes customer delivery of orthoimagery-derived Building Outlines generated to support the Sketch Inspect application.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental



		US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
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FEES

Due at Initial Activation of Services	\$57,860.70
Due at First Anniversary of Initial Activation of Services	\$57,860.70
Due at Second Anniversary of Initial Activation of Services	\$57,860.70
Due at Third Anniversary of Initial Activation of Services	\$57,860.70
Due at Fourth Anniversary of Initial Activation of Services	\$57,860.70
Due at Fifth Anniversary of Initial Activation of Services	\$57,860.70

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

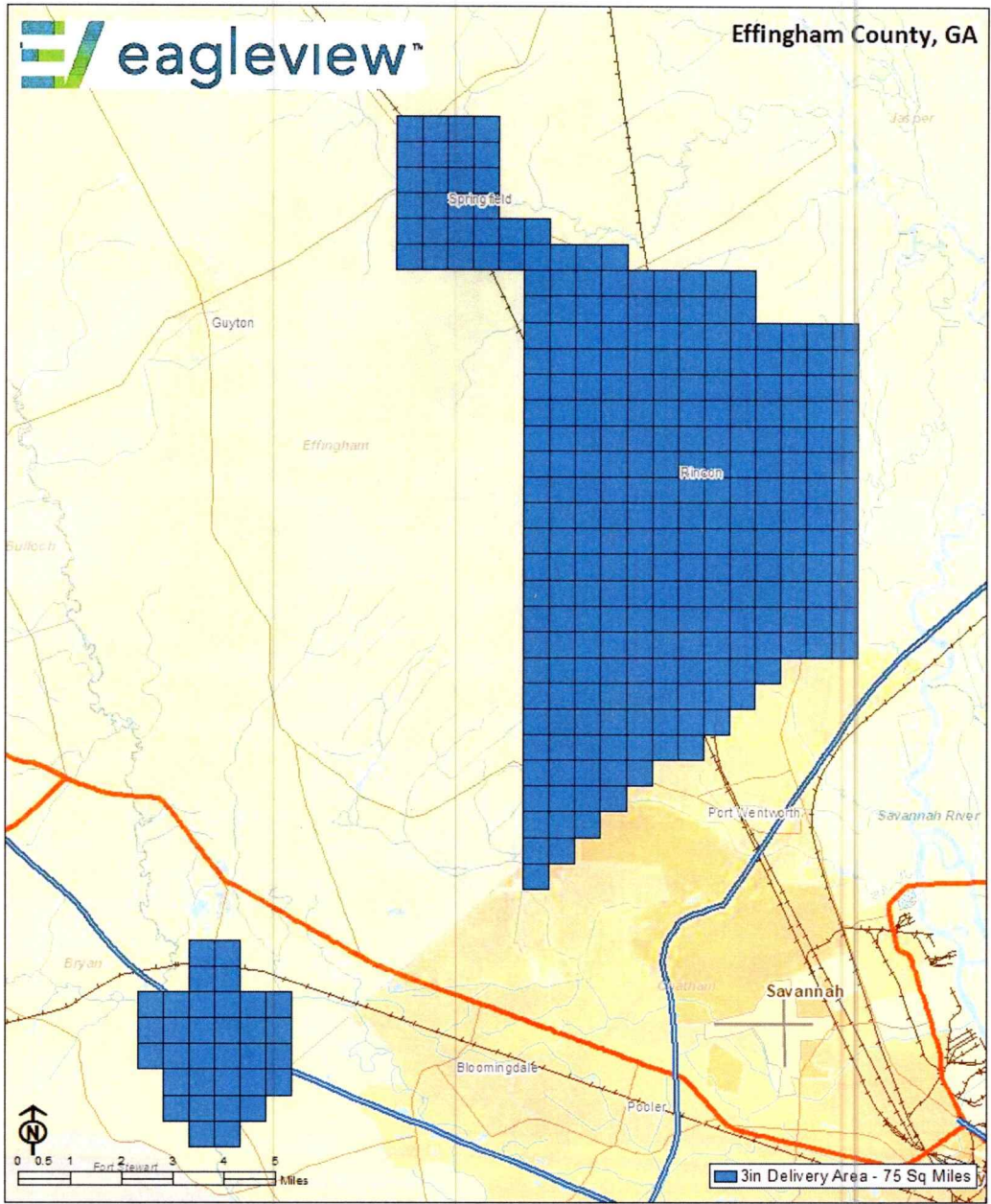
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

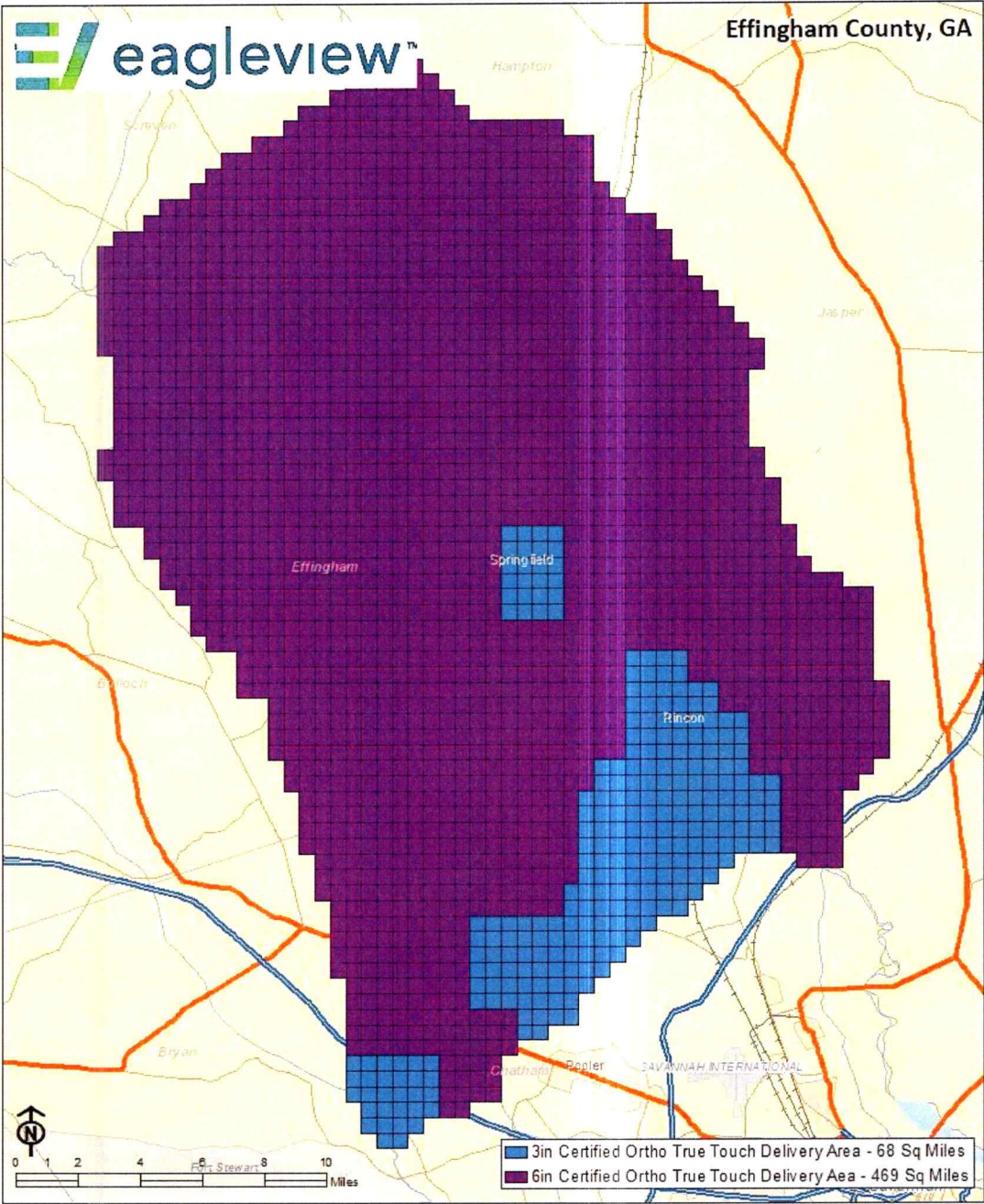
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



AOI(S)





[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. **Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:
 - 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
 - 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
 - 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
 - 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:
 - 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
 - 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
 - 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
 - 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. **Vulnerability Management.** EagleView will:
 - 6.1 Maintain an asset management process covering hardware and software.
 - 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
 - 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
 - 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
 - 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
 - 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
 - 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
 - 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
 - 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

10. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
11. **Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.

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

This Addendum is made a part of and incorporated into the Master Services Agreement (hereinafter referred to as “Contract”) between the Board of Commissioners of Effingham County, Georgia (“County”) and Pictometry International Corp. (“Pictometry”), dated _____, 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 \$_____. The maximum contract amount for fiscal years 2025, 2026, 2027, 2028, and 2029 shall be \$_____. The total combined maximum annual payments over the six (6) year term is \$_____. 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 Pictometry 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. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including but not limited to CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003).

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.

Pictometry International Corp.

By: _____

Name: _____

Its: _____

Date: _____

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

By: _____
Wesley Corbett
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Date: _____

Staff Report

Subject: Local Assistance and Tribal Consistency Fund payments
Author: Jody Jones, Grants Coordinator, presented by Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 8/15/23
Item Description: Consideration to approve to accept the 2nd payment from the Local Assistance and Tribal Consistency Fund (LATCF) in the amount of \$50,000.00.

Summary Recommendation:

Staff is recommending approval to accept the 2nd payment from LATCF.

Executive Summary/Background:

On September 29, 2022 the U.S. Department of the Treasury announced the release of Local Assistance and Tribal Consistency Fund (LATCF) payments to counties. The LATCF provides \$1.5 billion in two equal payments of \$750 million for FYs 2022 and 2023 to “eligible revenue sharing counties” under the American Rescue Plan Act (ARPA). NACo has worked with Congress and the administration since March 2021 to ensure the final distribution formula reflects the original intent of the LATCF to support counties with federal lands within their jurisdiction.

The Board has previously approved acceptance of the 1st tranche of \$50,000.

Funds may be used for any governmental purpose except for a lobbying activity. Treasury made first tranche payments for eligible revenue sharing counties available starting on September 29, 2022. The second tranche payment is now available.

Alternatives for Commission to Consider:

1. Approve to accept the 2nd payment of \$50,000.00 from LATCF.
2. Do not approve the 2nd payment from LATCF.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the 2nd payment from LATCF..

Other Alternatives: N/A

Department Review: Finance

Funding Source:

No funding/match required

Attachments:

Georgia counties distribution amounts

State	Recipient Name	FY22 Allocation	FY23 Allocation
Florida	St. Lucie County	\$50,000.00	\$50,000.00
Florida	Suwannee County	\$50,000.00	\$50,000.00
Florida	Taylor County	\$50,000.00	\$50,000.00
Florida	Volusia County	\$86,504.13	\$86,504.13
Florida	Wakulla County	\$384,543.03	\$384,543.03
Florida	Walton County	\$50,000.00	\$50,000.00
Georgia	Banks County	\$50,000.00	\$50,000.00
Georgia	Bartow County	\$50,000.00	\$50,000.00
Georgia	Burke County	\$50,000.00	\$50,000.00
Georgia	Butts County	\$50,000.00	\$50,000.00
Georgia	Camden County	\$50,000.00	\$50,000.00
Georgia	Catoosa County	\$50,000.00	\$50,000.00
Georgia	Charlton County	\$746,436.71	\$746,436.71
Georgia	Chatham County	\$55,859.08	\$55,859.08
Georgia	Chattooga County	\$61,976.94	\$61,976.94
Georgia	Cherokee County	\$50,000.00	\$50,000.00
Georgia	Clay County	\$60,105.70	\$60,105.70
Georgia	Clinch County	\$130,550.16	\$130,550.16
Georgia	Cobb County	\$50,000.00	\$50,000.00
Georgia	Colquitt County	\$50,000.00	\$50,000.00
Georgia	Columbia County	\$50,000.00	\$50,000.00
Georgia	Dade County	\$50,000.00	\$50,000.00
Georgia	Dawson County	\$50,000.00	\$50,000.00
Georgia	Decatur County	\$82,423.03	\$82,423.03
Georgia	Early County	\$50,000.00	\$50,000.00
Georgia	Effingham County	\$50,000.00	\$50,000.00
Georgia	Elbert County	\$109,664.23	\$109,664.23
Georgia	Emanuel County	\$50,000.00	\$50,000.00
Georgia	Fannin County	\$337,145.08	\$337,145.08
Georgia	Floyd County	\$50,000.00	\$50,000.00
Georgia	Forsyth County	\$50,000.00	\$50,000.00
Georgia	Franklin County	\$50,000.00	\$50,000.00
Georgia	Fulton County	\$50,000.00	\$50,000.00
Georgia	Gilmer County	\$196,836.89	\$196,836.89
Georgia	Glynn County	\$50,000.00	\$50,000.00
Georgia	Gordon County	\$50,000.00	\$50,000.00
Georgia	Greene County	\$104,888.23	\$104,888.23
Georgia	Gwinnett County	\$50,000.00	\$50,000.00
Georgia	Habersham County	\$93,409.04	\$93,409.04
Georgia	Hall County	\$78,157.80	\$78,157.80

Staff Report

Subject: DOT Safe Streets 4 All (SS4A) grant funding program grant agreement

Author: Jody A. Jones, Grants Coordinator, presented by Mark W. Barnes, Finance Director

Department: Finance

Meeting Date: 8/15/23

Item Description: Consideration to approve the DOT SS4A grant award program grant agreement

Summary Recommendation:

Staff recommends approval of the grant agreement from the DOT SS4A grant program.

Executive Summary:

The Bipartisan Infrastructure Law established the new SS4A discretionary program with \$5 billion in appropriated funds over the next 5 years.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths. DOT recognizes that zero is the only acceptable number of deaths on our roads, and achieving that is our long-term safety goal. The outcomes that are anticipated from the SS4A program also support the FY 2022-2026 DOT Strategic Plan and the accompanying safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.

Background:

1. The Board accepted this award of \$200,000 on 3/7/23.
2. There is a 30% cost share requirement of \$60,000.
3. The funds will be used to help support roadway improvements in order to reduce death and serious roadway injuries.

Alternatives for Commission to Consider:

1. Approve to accept the grant agreement from DOT SS4A.
2. Do not approve to accept the grant agreement from DOT SS4A.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the grant agreement from DOT SS4A.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance

Funding Source:

Attachments:

SS4A Grant Agreement

- 1. **Award No.**
693JJ32340070
- 2. **Effective Date**
See No. 17 Below
- 3. **Assistance Listings No.**
20.939
- 4. **Award To**
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Unique Entity Id.: WCFEKENTR7A8
TIN No.: 58-6000821
- 5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. **Period of Performance**
Effective Date of Award – 6/1/2025
- 7. **Total Amount**
Federal Share: \$200,000.00
Recipient Share: \$66,400.00
Other Federal Funds: \$0
Other Funds: \$0
Total: \$266,400.00
- 8. **Type of Agreement**
Grant
- 9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. **Procurement Request No.**
HSSP230365PR
- 11. **Federal Funds Obligated**
\$200,000.00
- 12. **Submit Payment Requests To**
See article 5.2
- 13. **Payment Office**
See article 5.2
- 14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.000000
0000.0000000000
- 15. **Description of Project**
Development of Vision Zero Action Plan for Effingham County

RECIPIENT

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Person Authorized to Sign

17. Signature of Agreement Officer

Signature Date
Name:
Title:

Signature Date
Daniel Confer
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the Effingham County Board of Commissioners (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Effingham County Greenway Trail Action Plan.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Effingham County Greenway Trail Action Plan

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$200,000

2.3 Award Dates.

Period of Performance End Date: See Block 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Block 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project’s Statement of Work.

Effingham County is the sixth fastest growing County in Georgia. The growth has begun to place a substantial strain on the County roads, increasing congestion and causing safety concerns. Residents with short commutes to work or school are looking for alternate ways for safer travel as well as leisure uses. The Safety Action Plan will analyze crash data to identify crash types, crash severity, high-risk factors and locations of fatalities and serious injury crashes, and specific safety needs of relevant road users. Additionally, the Plan will include an equity analysis to identify communities disproportionately impacted by vehicular crashes. The County proposes to establish a Committee to work with a consultant to facilitate meetings with stakeholders and residents to review the roadways and develop a low-cost strategy for creating safer passage throughout the County, potentially establishing multi-use trails which would be separated from the vehicular traffic. This Committee will help oversee the plan development and implementation to

achieve the goals of fewer traffic related accidents and zero fatalities. The Committee will include representatives from each locality in the County as well as members from interested partners. Policies will be reviewed and updated as needed and a list of proposed projects and strategies will be developed and ranked in order of importance, with consideration of equity impacts. The final Safety Action Plan deliverable, as well as meeting minutes and progress reports, will be posted on the County webpage to inform the public of the progress. By separating the conflicting modes of travel, the County expects to achieve zero roadway fatalities and serious injuries and improve the health and well-being of County users by 2030.

3.2 Project’s Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	7/31/24
Planned Action Plan Completion Date:	1/30/25
Planned Action Plan Adoption Date:	3/31/25
Planned SS4A Final Report Date:	4/30/25

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000.00
Other Federal Funds::	\$0.00
State Funds:	\$0.00
Local Funds:	\$0.00
In-Kind Match:	\$66,400.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$266,400.00

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$18,200	\$18,200
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00

Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$20,000	\$20,000
Contractual/Consultant	\$197,500	\$0.00	\$197,500
Other	\$2,500	\$28,200	\$30,700
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$200,000.00	\$66,400.00	\$266,400.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient’s Unique Entity Identifier.

WCFEKENTR7A8

4.2 Recipient Contact(s).

Angela Stanley
 Capital Projects Manager
 Effingham County Board of Commissioners
 804 S. Laurel Street, Springfield, GA 31329
 912-547-9477
 astanley@effinghamcounty.org

4.3 Recipient Key Personnel.

Name	Title or Position
Jody Jones	Grants Coordinator
Tim Callanan	County Manager

4.4 USDOT Project Contact(s).

Jessica Rich
 Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 404 BNA Drive, Suite 508
 Nashville, TN 37217
 615-965-4096
 Jessica.Rich@dot.gov

and

Hector Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
Hector.Santamaria@dot.gov

and

Ashley Cucchiarelli
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
Ashley.Cucchiarelli@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
Georgia Division Office
75 Ted Turner Drive SW, Suite 1000
404-562-3630
Georgia.FHWA@fhwa.dot.gov

and

Joseph Longo
Georgia Division Office Point of Contact
Community Planner
75 Ted Turner Drive SW, Suite 1000
Atlanta, GA 30303
404-562-3641
Joseph.longo@dot.gov

**ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION**

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient’s submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
 US Department of Transportation,
 Office of Financial Management B-30, Room W93-431
 1200 New Jersey Avenue SE
 Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
 P.O. Box 268865
 Oklahoma City, OK 73125-8865
 Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Effingham County

Baseline Measurement Date: September 14, 2023

Baseline Report Date: November 14, 2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See section 10.1.

Scope: Effingham County is the sixth fastest growing County in Georgia. The growth has begun to place a substantial strain on the County roads, increasing congestion and causing safety concerns. Residents with short commutes to work or school are looking for alternate ways for safer travel as well as leisure uses. The Safety Action Plan will analyze crash data to identify crash types, crash severity, high-risk factors and locations of fatalities and serious injury crashes, and specific safety needs of relevant road users. Additionally, the Plan will include an equity analysis to identify communities disproportionately impacted by vehicular crashes. The County proposes to establish a Committee to work with a consultant to facilitate meetings with stakeholders and residents to review the roadways and develop a low-cost strategy for creating safer passage throughout the County, potentially establishing multi-use trails which would be separated from the vehicular traffic. This Committee will help oversee the plan development and implementation to achieve the goals of fewer traffic related accidents and zero fatalities. The Committee will include representatives from each locality in the County as well as members from interested partners. Policies will be reviewed and updated as needed and a list of proposed projects and strategies will be developed and ranked in order of importance, with consideration of equity impacts. The final Safety Action Plan deliverable, as well as meeting minutes and progress reports, will be posted on the County webpage to inform the public of the progress. By separating the conflicting modes of travel, the County expects to achieve zero roadway fatalities and serious injuries and improve the health and well-being of County users by 2030.

Schedule: Effingham County plans to contract with a consultant who will facilitate meetings with residents and stakeholders to review the roadways and develop a low-cost strategy for creating safe passages throughout the County. City staff for each of the localities will assist with the various community meetings to discuss the needed aspects of potential projects. Stakeholders and various groups will be asked to provide their ideas for safety improvements within the roadway system. County GIS staff will provide needed maps and the County Engineer will provide design and cost estimates based on the proposed plan. These activities along with the County Engineer providing Project Management services will comprise the 25% local matching funds for the project. The Draft Plan will be completed within 1 year of commencement and the final Plan will be completed by the Project ending date of 6-1-25.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	7/31/24

Planned Action Plan Completion Date:	1/30/25
Planned Action Plan Adoption Date:	3/31/25
Planned SS4A Final Report Date:	4/30/25

Budget: The Budget has not changed from the application.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Effingham County will study the roadways within the County to develop a low-cost strategy for creating safer passage throughout the County for all road users. The Safety Action Plan will include a racial equity analysis component which will allow the County to review elements to improve transportation for all residents in regards to race, gender, income and vulnerable road users.

Staff Report

Subject: Approval of Easement Purchase Agreement with GA Power

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: August 15, 2023

Item Description: Easement Agreement

Summary Recommendation: Staff recommends approval of an Easement Purchase Agreement with GA Power

Executive Summary/Background:

- GA Power is requesting an Easement Agreement for property located on 321 HWY 119 (Tax ID S1250005A00) in Springfield for the Public Works/Prison Maintenance Building.

Alternatives for Commission to Consider

1. Approval of Easement Purchase Agreement with GA Power
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager

Funding Source:

Attachments: GA Power Letter and Easement Agreement



To Whom It May Concern:

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

Who Can Sign AND Their Title

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

****ADDITIONAL SIGNATURES & SEALS REQUIRED:**

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

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

Best,
Salena Bussie
904-947-2888
X2sbussi@southernco.com
1117 Scott Street
Savannah, GA 31405

Exhibit "A"

Acknowledge Receipt:

304 Hwy 119 South
Tax Parcel #
S1250001D00

Proposed
anchor/guy wire

Proposed
transformer

Existing pole to be
replaced; proposed
anchor/guy wire

Proposed
transformer

Proposed
underground
distribution line

Proposed
transformer

Proposed Pole w/
anchor/guy wire

Proposed
transformer

COMMISSIONER OF ROADS
AND REVENUE, AND THEIR
SUCCESSORS IN OFFICE OF
THE COUNTY OF EFFINGHAM
321 HIGHWAY 119 SOUTH
Tax Parcel # S1250005A00

Parcel 001

DRAWING NOT TO SCALE

Item IX. 7.
**321 GEORGIA HIGHWAY 119, SPRINGFIELD, GA
(EFFINGHAM COUNTY) DISTRIBUTION LINE**
LIMS # 2023070245
Work Location(s): 3 - 5, 10,11,12

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2023070245 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 11047465-GPC9596-VBS-GP531D01623
NAME OF LINE/PROJECT: 321 GEORGIA HIGHWAY 119, SPRINGFIELD, GA (EFFINGHAM COUNTY)
DISTRIBUTION LINE

PARCEL NUMBER 001

STATE OF GEORGIA
EFFINGHAM COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, COMMISSIONERS OF ROADS, AND REVENUE, AND THEIR SUCCESSORS IN OFFICE OF THE COUNTY OF EFFINGHAM (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 804 SOUTH LAUREL STREET, SPRINGFIELD, GEORGIA 31329, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 321 HIGHWAY 119 SOUTH, SPRINGFIELD, GEORGIA 31329 (Tax Parcel ID No. S1250005A00) in Land Lot of the District of Effingham County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A."

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary

PARCEL 001	NAME OF LINE/PROJECT:	321 GEORGIA HIGHWAY 119, SPRINGFIELD, GA (EFFINGHAM COUNTY) DISTRIBUTION LINE
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apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

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

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

[Signature(s) on Following Page(s)]

 PARCEL 001 NAME OF 321 GEORGIA HIGHWAY 119, SPRINGFIELD, GA
 LINE/PROJECT: (EFFINGHAM COUNTY) DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of: COMMISSIONERS OF ROADS, AND REVENUE, AND THEIR SUCCESSORS IN OFFICE OF THE COUNTY OF EFFINGHAM

 Witness

By: _____ (SEAL)
 Name:
 Title:

 Notary Public

Attest: _____ (SEAL)
 Name:
 Title:

[CORPORATE SEAL]

Subject: Rezoning (Second District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: August 15, 2023
Item Description: **T&T Exley Properties** requests to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development. Located off of Highway 21. **[Map# 466D Parcels# 1,6,9,11]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development, with conditions.

Executive Summary/Background

- The request for rezoning to the PD-MU zoning district is found in Appendix C, Article V-Uses Permitted in Districts, Section 15.
- The original PD-MU document, approved in 2008, designates 1,047 acres as multi-family housing to serve as a transition between industrial and residential use and provide diversity of housing to the County. The multi-family portion included the following details:
 - Up to 1,350 units
 - A 30' buffer, 15' to be vegetative, between multi-family and surrounding residential properties.
- The applicant proposes to amend the PD document to:
 - Remove the multi-family component completely.
 - To be replaced with an additional +/- 2,000,000 square feet of industrial development, shown to be spread across 3 warehouses equaling approximately 1,000,000 square feet.
 - The proposed buffering to adjacent residential properties is shown in concept to be 100', the proposed berm within the buffer is described as up to 25' with a 2:1 slope.
 - Account for the 24.5 acres in use as a Verizon tower site. This is designated as "Highway Commercial/Industrial"
- The requested amendment of the PD document will increase buffering between development and neighboring residential use, as well as decrease traffic trips per day by an approximate 50% (10,160 for 1350 multi-family uses, 5,000 for warehouse use).
- The change to the PD document was submitted for a DRI which was completed on May 10, 2023. Comments on the project were from City of Savannah: "Effingham County should coordinate with City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement"
- On June 8, 2023, a town hall type meeting was held with the intent to inform surrounding property owners of current approval/proposed changes. The consensus presented by the public indicated that warehousing would be preferable to multi-family housing. The following were some of the concerns raised by residents with regards to adjacent industrial use:
 - Light/noise pollution
 - Burden to roads
 - Proximity of development to property lines
 - Appearance from residential properties
 - Destruction of natural habitat
 - The potential for a future rail spur

- In response to these concerns, Staff is recommending additional conditions to approval.
- Residents spoke to reiterate concerns at the June 13, 2023 Planning Board meeting.
- At the June 13, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - No rail spur shall be permitted.
 - Any planned trailer storage as a use must be approved as a conditional use.
 - Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
- And the additional stipulations that:
 - The berm be constructed in a manner that it hides structures from line of sight of adjacent residential properties.
 - The minimum buffer shall be 115'
- The motion was seconded by Brad Smith, and carried 4-0, Ryan Thompson having recused himself from this item.
- At the July 18, 2023 Board of Commissioners, the applicant made a request to table the hearing to allow time to produce a “more refined” sketch plan.
- Commissioner Roger Burdette made a motion to table the item until the August 15, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Jamie DeLoach, and carried.

Alternatives

1. **Approve** the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, with the following conditions:
 - 1.No rail spur shall be permitted.
 2. Any planned trailer storage as a use must be approved as a conditional use.
 3. Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
 4. The berm shall be constructed in a manner that it hides future structures from line of sight of adjacent residential properties.
2. **Deny** the request to **rezone** 274 acres from **AR-1** to **PD-MR**.

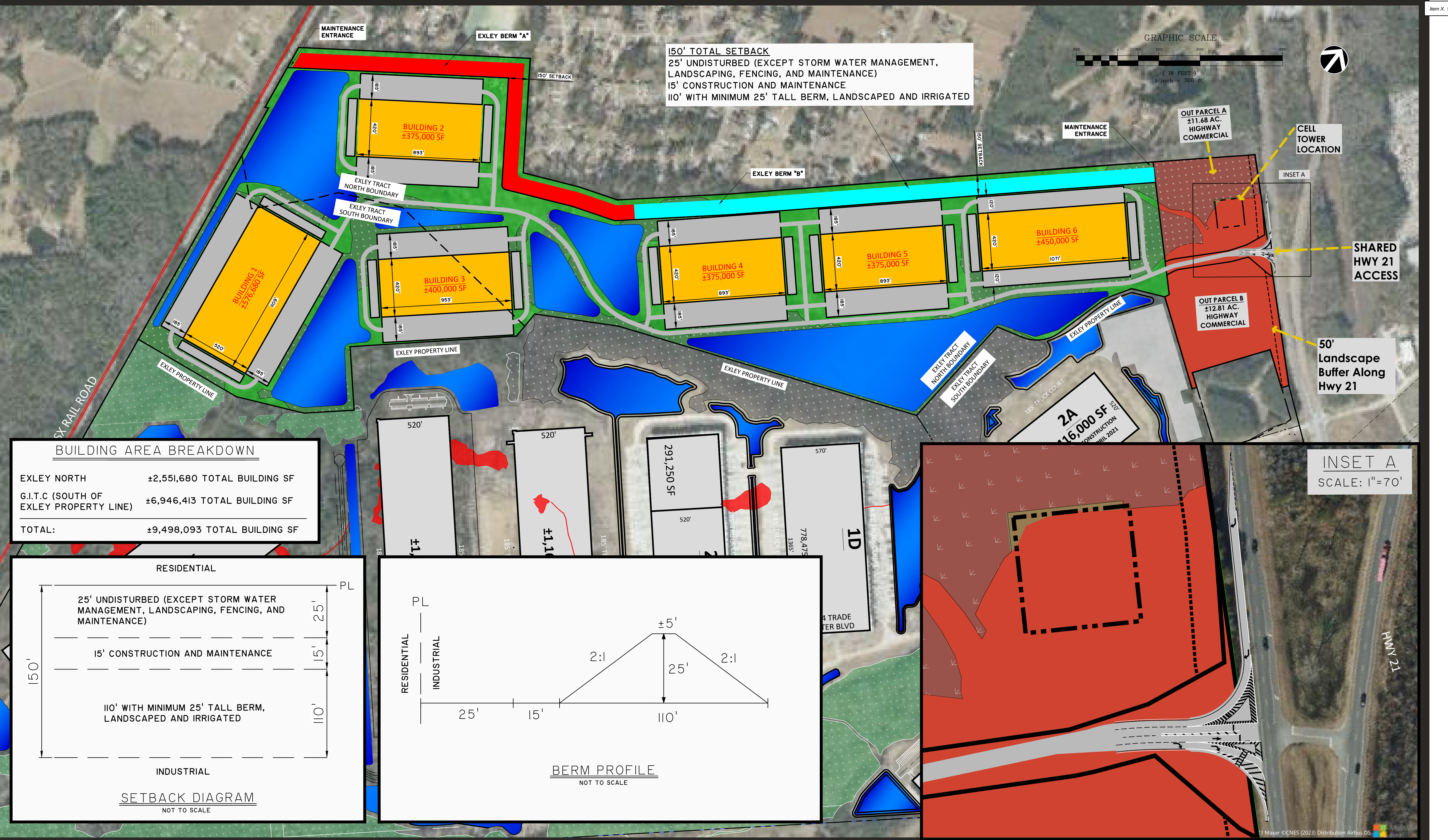
Recommended Alternative: 1

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

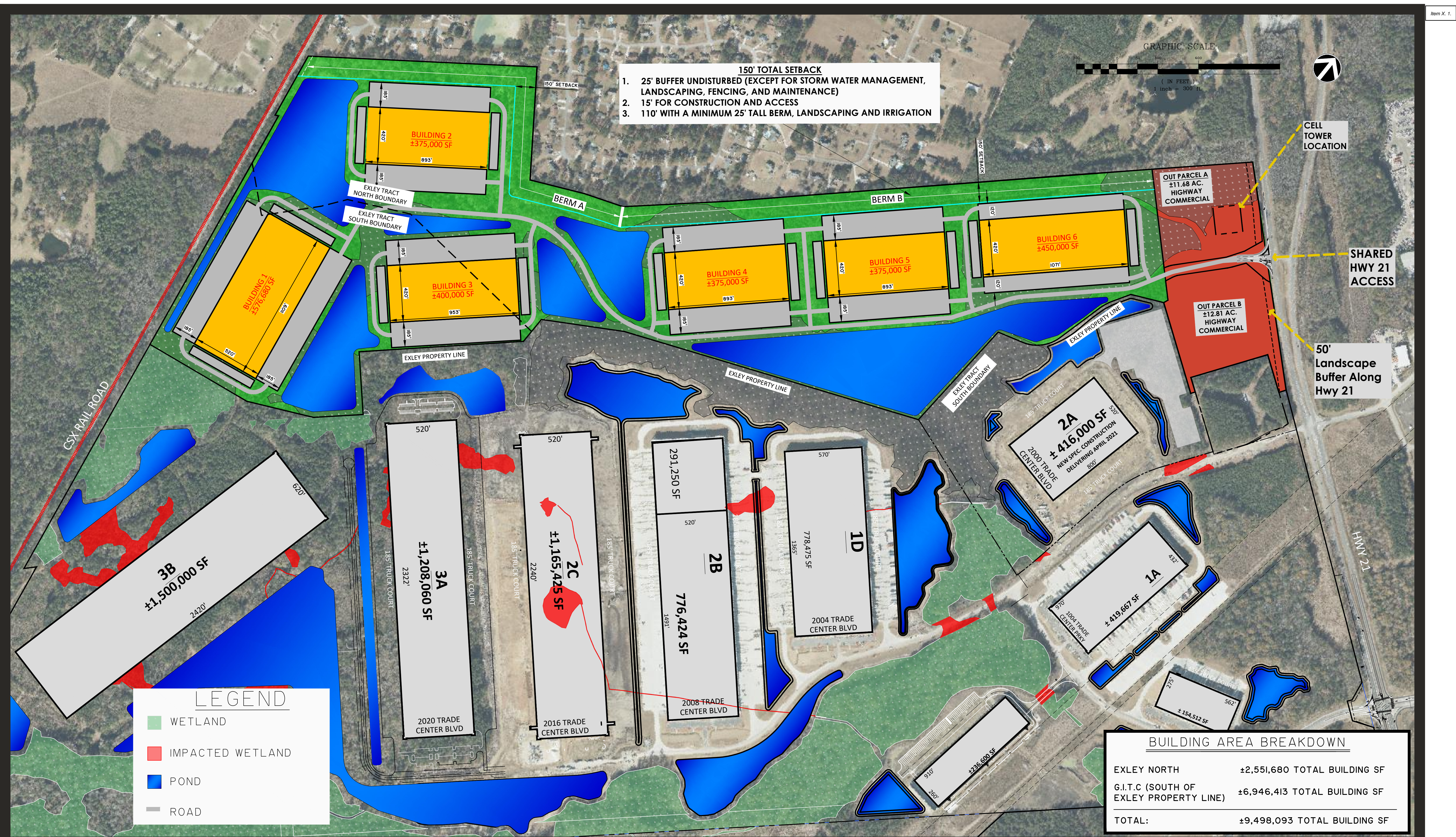


INDUSTRIAL SETBACK & BERM EXHIBIT C
EXLEY NORTH
 EFFINGHAM COUNTY / GA

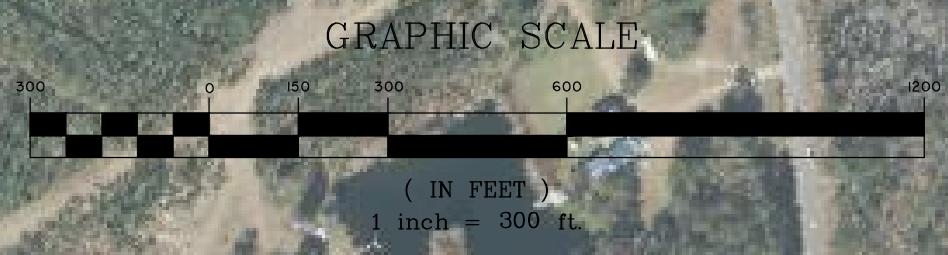
August 2, 2023



50 PARK OF COMMERCE WAY
 SAVANNAH, GA 31405 • 912.234.5300
 www.thomasandhutton.com



- 150' TOTAL SETBACK**
- 25' BUFFER UNDISTURBED (EXCEPT FOR STORM WATER MANAGEMENT, LANDSCAPING, FENCING, AND MAINTENANCE)
 - 15' FOR CONSTRUCTION AND ACCESS
 - 110' WITH A MINIMUM 25' TALL BERM, LANDSCAPING AND IRRIGATION



CELL TOWER LOCATION

SHARED HWY 21 ACCESS

50' Landscape Buffer Along Hwy 21

LEGEND

- WETLAND
- IMPACTED WETLAND
- POND
- ROAD

BUILDING AREA BREAKDOWN

EXLEY NORTH	±2,551,680 TOTAL BUILDING SF
G.I.T.C (SOUTH OF EXLEY PROPERTY LINE)	±6,946,413 TOTAL BUILDING SF
TOTAL:	±9,498,093 TOTAL BUILDING SF

INDUSTRIAL BUILDING SQUARE FEET PLAN EXHIBIT B

EXLEY NORTH
EFFINGHAM COUNTY / GA

August 2, 2023



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This map illustrates a general plan of the development which is for discussion purposes only. Does not limit or bind the owner and is subject to change and position locations are for illustrative purposes only and are subject to an accurate survey and property description. The producer assumes no legal responsibility for the appreciation or depreciation of any premises, commercial or otherwise, by reason of their inclusion or exclusion from this map. The information contained in this map is subject to change with out notice and is for illustrative purposes only. Unit counts shown above are approximate and may change. Values were provided by outside sources and have not been verified.

Stormwater Management Local Design Manual

EXLEY TRACT NORTH & SOUTH Effingham County, Georgia



Prepared For:
New Savannah, LLC.
Thomas L. Exley
Thomas L. Exley, Jr.

Prepared By:
Thomas & Hutton Engineering Co.

A Revision of a Document Prepared By:
Integrated Science & Engineering dated November 23, 2004



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APPENDIX

Stormwater Report Check List.....	Appendix A
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1. FORWARD

This manual is meant to serve as a comprehensive guide to implementing stormwater management systems within Exley Tract PD – I. Additionally, the manual is designed to supplement the Georgia Stormwater Management Manual (GSMM) First Edition, which shall serve as the technical manual for design and specification of individual components within the system.

2. GENERAL LEVEL OF SERVICE STANDARDS

2.1. Detention Requirements

2.1.1. Discharge Rates from New Development Projects

Development plans including site grading and drainage plans should be developed to minimize disruption of natural drainage patterns on properties. Additionally, no increases in stormwater runoff rates shall be allowed at any discharge point on the site. The baseline conditions shall be a wooded undisturbed site regardless of whether any clearing has occurred in the past and shall model any depression storage and/or detention storage. The development shall be analyzed for the following storm events:

- 2-year 24-hour Design Storm
- 10-year 24-hour Design Storm
- 25-year 24-hour Design Storm
- 50-year 24-hour Design Storm (Collector Road and Associated Lagoons Only)
- 100-year 24-hour Design Storm (Habitable Structures Only)

If the total area of the site (i.e. total property area) and the drainage area to each stormwater management facility is less than one acre, then a rainfall intensity based analysis (i.e. rational method) may be performed. If detention facilities are to be designed and constructed in series, the 24-hour storm criteria will apply regardless of the drainage area.

2.1.2. Discharge Rates from Redevelopment Projects

Development plans including site grading and drainage plans should be developed to minimize disruption of natural drainage patterns on properties. Additionally, no increases in stormwater runoff rates shall be allowed at any discharge point on the site. The baseline conditions shall be based on an analysis of the stormwater discharge rates from the site in its existing condition and shall model any depression storage and/or detention storage. The development shall be analyzed for the following storm events:

- 2-year 24-hour Design Storm
- 10-year 24-hour Design Storm
- 25-year 24-hour Design Storm



50-year 24-hour Design Storm (Collector Road and Lagoon Design Only)
 100-year 24-hour Design Storm (Habitable Structures Only)

If the total area of the site (i.e. total property area) and the drainage area to each stormwater management facility is less than one acre, then a rainfall intensity based analysis (i.e. rational method) may be performed. If detention facilities are to be designed and constructed in series, the 24-hour storm criteria will apply regardless of the drainage area.

2.2. Conveyance Systems

2.2.1. Bridges

All bridges shall be designed to accommodate the 100-year 24-hour design storm with no over topping.

2.2.2. Culverts & Pipe Systems

Roadway Classification / Use	Design Storm
Collector Roads	50-Year
Neighborhood Roads	25-Year
Parking Lots / Material Storage Areas / Landscape Areas	10-Year

Culverts with contributing drainage areas greater than 10 acres shall be designed to the 24-hour storm. For example, if a cross drain is to be designed to convey stormwater runoff from a 20 acre drainage basin under a neighborhood road, then the design storm shall be a 25-year 24-hour storm.

If a culvert is designed to connect to an existing system of a differing design level of service, then the system with the greater design requirement will be used to size the proposed system.

2.2.3. Inlets (Catch Basins, Yard Inlets, Drop Inlets, Hooded Grate Inlets and Flumes)

Inlets collecting stormwater runoff from street surfaces and area inlets shall be sized to capture the storm event specified for the pipe system to which it drains and a maximum flooding depth as determined by the following table:

Roadway Classification / Use	Flooding Depth
Collector Roads	Maximum 0.1 Depth at Crown
Neighborhood Roads	Maximum 0.1 ft Depth at Crown
Parking Lots (if not used for Detention)	Maximum 0.5 ft Depth



Detention Areas utilized for other purposes (i.e. parking lot detention, etc.) with flood warning sign	Maximum 1.5 ft Depth
Material Storage Areas / Landscape Areas	Maximum 2.0 ft Depth

Inlets and grading adjacent to habitable structures shall be designed to prevent stormwater runoff from entering the structure during the 100-year design storm.

2.2.4. Inlets (Headwalls, Flared End Sections, etc.)

Inlets that utilize the opening of the pipe as the inlet (i.e. headwalls, flared end sections, etc.) shall be sized to capture the storm event specified for the pipe system to which it drains and a maximum flooding depth that will not result in bypass of the inlet or cause structural / nuisance flooding.

2.2.5. Roadside Ditches

Roads constructed without curb and gutter shall incorporate ditches that are designed to the specific design storms as shown in the following table: 2.2.6. Drainage Channels

Roadway Classification / Use	Design Storm
Collector Roads	50-Year
Neighborhood Roads	25-Year

For drainage channels designed to convey stormwater runoff either from or to a culvert, the channel should be sized to accommodate the same storm event specified for the pipe system. Channels designed to convey stormwater runoff to detention ponds shall be sized to accommodate the 25-year design storm.

2.3. Water Quality Treatment

2.3.1. Water Quality in New Development

All stormwater runoff generated from a site shall be adequately treated before discharge. Stormwater management systems must be designed to remove 80% of the average annual post-development total suspended solids (TSS) load and be able to meet any other additional watershed or site-specific water quality requirements. It is presumed that a stormwater management system complies with this performance standard if:

- It is sized to capture and treat the prescribed water quality treatment volume, which is defined as the runoff volume resulting from the first 1.2 inches of rainfall from a site.
- Appropriate structural controls are selected, designed, constructed, and maintained according to the specific criteria in this manual and the GSMM.



Additional, water quality requirements may be specified for hotspot land uses and activities.

2.3.2. Water Quality in Redevelopment

All stormwater runoff generated from the disturbed area of the site shall be adequately treated before discharge. Stormwater management systems must be designed to remove 80% of the average annual post-development total suspended solids (TSS) load and be able to meet any other additional watershed or site-specific water quality requirements. It is presumed that a stormwater management system complies with this performance standard if:

- It is sized to capture and treat the prescribed water quality treatment volume, which is defined as the runoff volume resulting from the first 1.2 inches of rainfall from a site.
- Appropriate structural controls are selected, designed, constructed, and maintained according to the specific criteria in this manual and the GSMM.

Additional, water quality requirements may be specified for hotspot land uses and activities.

2.4. **Channel Protection**

2.4.1. Channel Protection for New Development Projects

Channel protection shall be provided for each site by providing extended detention of the 1-year storm event released over a period of 24-hours to reduce bankfull.

2.4.2. Channel Protection for Redevelopment Projects

Channel protection shall be provided for the disturbed portion of each site by providing extended detention of the 1-year storm event released over a period of 24-hours to reduce bankfull.

2.5. **Energy Dissipation**

Energy dissipation shall be employed whenever the velocity of flows leaving a new stormwater facility exceeds the erosion velocity of the downstream area channel area or five feet per second (fps) whichever is less.

3. **APPROVED CONSTRUCTION MATERIALS & BMPs**

3.1. **Conveyance Structures**

3.1.1. 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. Any pipe that originates or terminates within or immediately adjacent (twice the depth of the pipe section adjacent to the roadway) to a pavement surface as defined above shall be continued to the next structure (i.e. manhole, inlet, headwall, etc.). 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. 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. HDPE pipes must have a minimum of 24-inches of cover from the crown of the pipe unless prior approval of the County or its Agent has been obtained.



3.1.2. 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 or its Agent. 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. HDPE pipes must have a minimum of 24-inches of cover from the crown of the pipe unless prior approval of the County or its Agent has been obtained.

3.1.3. 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 or its Agent. All channel side slopes shall have a 3-foot horizontal to 1-foot vertical (3:1) slope or less.

3.1.4. Inlets

All inlets shall be constructed of materials and methods approved by the Georgia Department of Transportation unless approved by the County or its Agent.

3.2. Detention Ponds

3.2.1. Dry Earthen Detention Ponds

Dry detention ponds shall be designed to provide for positive drainage on the pond floor to the outlet of the pond. Side slopes shall be designed to have a maximum of 3-foot horizontal to 1foot vertical (3:1) slopes. If the 100-year maximum water surface depth is equal to or greater than four feet, then a standard four foot chain link fence shall be constructed around the detention pond with a 20-foot gate provided to allow access.

3.2.2. Dry Underground Detention Ponds

No underground detention pond shall be constructed on residential development projects. Underground detention ponds may be considered on non-residential development projects after the Engineer has shown that construction of an aboveground detention pond is infeasible.

3.2.3. Wet Detention Ponds

Wet detention ponds may be constructed if the facilities are designed to the criteria outlined in Section 3.2.1.5 of the GSMM (Volume 2).



3.3. Water Quality Best Management Practices

3.3.1. General Application Structural Stormwater Controls

The following general application structural stormwater controls shall be acceptable to meet the water quality requirements for the contributing drainage areas. For design, construction and maintenance specifications for each control, the reader is directed to Section 3.2 of the GSMM (Volume 2).

- Stormwater Ponds
- Stormwater Wetlands
- Bioretention Areas
- Sand Filters (hotspot/commercial developments only)
- Enhanced Swales

3.3.2. Limited Application Structural Controls

The following limited application structural stormwater controls shall be acceptable to meet the water quality requirements for the contributing drainage areas. For design, construction and maintenance specifications for each control, the reader is directed to Section 3.3 of the GSMM (Volume 2).

- Filter Strip
- Grass Channel
- Organic Filter (hotspot/commercial developments only)
- Underground Sand Filter (hotspot/commercial developments only)
- Submerged Gravel Wetlands (hotspot/commercial developments only)

3.3.3. Proprietary Structural Controls

The County or its Agent may at their discretion allow proprietary structural controls. Prior to specification of such a device, the designer shall consult the County or its Agent to determine if the control will be acceptable.

3.4 Channel Protection Design

Outlets to provide for meeting channel protection criteria shall be designed to meet the standards outlined in Section 2.3.3 and Section 2.3.5 of the GSMM (Volume 2).



APPROVED HYDROLOGIC & HYDRAULIC METHODS

4.1. Hydrologic Methods

4.1.1. Rational Method

The rational method may be used with the approval of the County or its Agent to develop peak runoff flows for culverts and/or detention ponds with contributing drainage areas less than 10 acres in size. All computations shall be in accordance with Section 2.1.4 of the GSMM (Volume 2). Rainfall intensities shall be derived from Table A-13 (Savannah) of Appendix A of the GSMM (Volume 2).

As specified above, the rational method may be used to size detention facilities. If the rational method is utilized, the DeKalb Method, Baumgardner / Morris Method (Terramodel) or Advanced Interconnected Channel and Pond Routing (AdICPR) Software must be utilized to develop runoff hydrographs. Triangular rational method runoff hydrographs may not be utilized in the design of detention facilities.

4.1.2. SCS Method

In most cases, the Soil Conservation Service (SCS) method must be utilized to size detention ponds and culverts with contributing drainage areas greater than 10 acres. All computations shall be in accordance with Section 2.1.5 of the GSMM (Volume 2). Rainfall depths shall be derived from Table A-13 (Savannah Rainfall Data) of Appendix A of the GSMM (Volume 2). The following table provides the rainfall depths for use in Effingham County:

Design Storm	Rainfall Depth
1-Year 24-Hour	3.60"
2-Year 24-Hour	4.80"
5-Year 24-Hour	6.00"
10-Year 24-Hour	6.72"
25-Year 24-Hour	7.92"
50-Year 24-Hour	8.88"
100-Year 24-Hour	9.84"

4.2. Hydraulic Methods

All hydraulic calculations shall be made in accordance with Chapter 4 of the GSMM (Volume 2).



5. SPECIAL DISTRICTS

This project is not located within a Special District..

6. HYDROLOGIC & HYDRAULIC REPORT REQUIREMENTS

All development projects must submit a hydrologic and hydraulic report or Site Specific Stormwater Management Plan outlining the impacts of the site on the stormwater system and drainage basin.

At a minimum, this report must include the following sections:

- ↑ Statement by Registered Professional
- ↑ Existing Conditions Hydrologic Analysis
- ↑ Post-Development Hydrologic Analysis
- ↑ Stormwater Management System Design
- ↑ Downstream Analysis
- ↑ Erosion & Sedimentation Control Plan
- ↑ Operations & Maintenance Plan
- ↑ Reference to Any Existing County Developed Drainage Master Plans*

* The designer should consult with the County or its Agent regarding the existence and /or applicability of any existing County developed drainage master plans prior to initiating work on the Site Specific Stormwater Management Plan.

The following subsections outline the requirements for each of the elements outlined above.

6.1. Professional Certification

Each report should begin with the following statement and be signed and sealed by the professional who prepared the report and analysis:

“ To the Best of my information, knowledge and belief, I, (Name of Professional), a Registered (Professional Engineer / Land Surveyor) in the State of Georgia, hereby agree that the grading and drainage plans for the project known as (Project Name), lying in Land Lot (XXX), of the (XX) District, Effingham County, Georgia, have been prepared under my supervision, and, state that in my opinion, the construction of said project will not produce storm drainage conditions that will cause damage or adversely affect the surrounding properties for the required design storms. This (day) day of (Month), (Year).”

6.2. Existing Conditions Hydrologic Analysis



The existing conditions hydrologic analysis should provide the reader with a comprehensive evaluation of the site conditions prior to development of the project. The designer should provide the following information with this element of the report:

6.2.1. Existing Conditions Map

- Topography (2-ft. or less contour interval) of existing site conditions
- Perennial / intermittent streams, wetlands, lakes and other surface water features
- Drainage basin delineations showing the location of each drainage sub-basin
- Drainage basin delineations for the basin upstream of the project site on an appropriate map (USGS Quadrangle, County LIDAR, etc.)
- Existing stormwater conveyances and structural control facilities
- Direction of flow and discharge points from the site including sheet flow areas
- Reference any existing County developed drainage master plans
- Any area of significant depression storage

6.2.2. Existing Conditions Tables

- A table listing the acreage, soil types and land cover characteristics for each sub-basin
- A table listing the peak runoff rates from each outfall location
- A table listing the peak runoff rates and total runoff volumes for the drainage area upstream of the project site
- A table listing the peak runoff rates and maximum water surface elevations for all detention facilities studied as part of the existing conditions analysis

6.2.3. Narratives

- Written description of the existing conditions found on the site
- Analysis of runoff provided by off-site areas upstream of the project site
- Methodologies, assumptions, site parameters and supporting design calculations used in the analyzing the existing conditions site hydrology

6.3. Post-Development Hydrologic Analysis

The post-development hydrologic analysis should provide the reader with a comprehensive evaluation of the anticipated site conditions following development of the project. The designer should provide the following information with this element of the report:

6.3.1. Post Development Conditions Map

- Topography (2-ft or less contour interval) of proposed site conditions
- Perennial/intermittent streams, wetlands, lakes and other surface water features



Drainage basin delineations showing the location of each drainage sub-basin
Proposed stormwater conveyances and structural control facilities
Direction of flow and discharge points from the site including sheet flow areas
Reference any existing County developed drainage master plans
Location and boundaries of proposed natural feature protection areas



6.3.2. Post Development Conditions Tables

A table listing the acreage, soil types, impervious surface area and land cover characteristics for each sub-basin

A table listing the peak runoff rates from each Outfall.

A table listing the peak runoff rates for the drainage area upstream of the project site

A table listing the peak discharge rates and peak elevations for all detention ponds studied

6.3.3. Narratives

Written description of the existing conditions found on the site

Stormwater calculations for water quality, channel protection and post construction detention for each sub-basin affected by the project

Documentation and calculations for any applicable site design credits that are being utilized

Methodologies, assumptions, site parameters and supporting design calculations used in the analyzing the post development conditions site hydrology

6.4. **Stormwater Management System Design**

The stormwater management system design should provide the reader with a comprehensive description of the proposed stormwater management system components on site. The designer should provide the following information with this element of the report:

6.4.1. Stormwater Management System Map

Location of all non-structural stormwater controls

Location of all existing stormwater controls to remain after development

Location of all proposed stormwater controls

Location of all proposed impoundment type controls (i.e. detention ponds, stormwater ponds, regional detention ponds, stormwater wetlands, etc.)

Location of all conveyance structures

All impoundment type controls should be labeled with the following information: maximum water surface elevation for the 50 and 25 year storm event, top of bank elevation, normal water elevation and bottom elevation

All inlets to conveyance structures should be labeled with the following information: maximum design water surface and maximum potential water surface

All pipes should be labeled with length, material and slope

Calculations shall be provided to show the hydraulic grade line for the storm drainage pipes and structures for the required storm event.



6.4.2. Narratives

Narrative describing that appropriate and effective structural stormwater controls have been selected

Design calculations and elevations for all existing and proposed stormwater conveyance elements including stormwater drains, pipes culverts catch basins, channels, swales and areas of overland flow

Design calculations and elevations for all structural water quality BMPs to be utilized for water quality improvement

Design calculations showing that the design meets the requirements of the water quality improvements as outlined in the ordinance and local design manual

6.5. **Downstream Analysis**

The downstream analysis should provide the reader with a comprehensive picture of the downstream areas and their capacity to accommodate stormwater runoff from the proposed development.

6.5.1. Maps

Drainage basin delineations showing the point at which the contributing area of the project represents 10% of the total drainage basin area as defined in Section 2.1.9.2 of the GSMM

Identify culverts, channels and other structural stormwater controls that the stormwater runoff must pass through prior to the 10% point identified previously

6.5.2. Narratives

- Supporting calculations for a downstream peak flow analysis using the 10% rule necessary to show safe passage of the post-development design flows downstream

6.6. **Erosion & Sedimentation Control Plan**

The erosion and sedimentation control plan should be included in the report demonstrating the plan to effectively mitigate stormwater impacts during construction. The following elements should be included in this section of the report.

All elements specified in the Georgia Erosion and Sediment Control Act and local ordinances and regulations

Sequence/phasing of construction and temporary stabilization measures

Temporary structures that will be converted into permanent stormwater controls

6.8. **Omitted**



6.8. Operations & Maintenance Plan

A narrative of what maintenance tasks will be required for the stormwater controls specified for the site as well as the responsible parties. Additionally, the report will need to identify access and safety issues for the site. Maintenance issues for various BMPs and other stormwater controls can be found in the GSMM.



MODEL STORMWATER REPORT CHECK LIST

Section 1. REPORT FORMAT

1.1 Does the Hydrologic & Hydraulic Report contain the following information:

<u>Provided</u>	<u>Missing</u>	
↑	↑	Name of the Development
↑	↑	Name of the Developer
↑	↑	Location Map of the Site referencing the nearest major road
↑	↑	Stormwater Impact Certification
↑	↑	Seal of the Professional having prepared the Report

1.2 Does the Hydrologic & Hydraulic Report contain the following sections:

<u>Provided</u>	<u>Missing</u>	<u>N/A</u>	
	↑	↑	Existing Conditions Hydrologic Analysis
↑	↑	↑	Post Development Hydrologic Analysis
↑	↑	↑	Stormwater Management System Design
↑	↑	↑	Downstream Analysis
↑	↑	↑	Erosion & Sedimentation Control Plan
			Operations & Maintenance Plan

Section 2. EXISTING CONDITIONS HYDROLOGIC ANALYSIS

- 2.1 This section should provide the reader with a comprehensive evaluation of the site conditions prior to development of the project.
- 2.2 Narratives – A narrative and supporting calculations of the pre-development conditions of the site as related to stormwater management should be provided to determine the current characteristics of the site.
- ↑ Written description of the existing conditions found on the site
 - ↑ Name of the receiving waters from which runoff drains to after leaving the site
 - ↑ Analysis of runoff provided by off-site areas upstream of the project site
 - ↑ Methodologies, assumptions, site parameters and supporting design calculations used in the analyzing the existing conditions site hydrology
- 2.3 Existing Conditions Map – A map documenting the following elements should be provided with the following information if applicable.
- ↑ Topography (2-ft. or less contour interval) of existing site conditions
 - ↑ Perennial / intermittent streams, wetlands, lakes and other surface water features
 - ↑ Drainage basin delineations showing the location of each drainage sub-basin
 - ↑ Drainage basin delineation for the basin upstream of the project site on an appropriate map (USGS Quadrangle, etc.)
 - ↑ Existing stormwater conveyances and structural control facilities
 - ↑ Soil types including hydrologic soil groups
 - ↑ Direction of flow and discharge points from the site including sheet flow areas
- 2.4 Existing Conditions Tables – Tables documenting the following information should be provided if applicable.
- ↑ A table listing the acreage, soil types and land cover characteristics for each sub-basin
 - ↑ A table listing the peak runoff rates from each outfall
 - ↑ A table listing the peak runoff rates for the drainage area upstream of the project site

Section 3. POST-DEVELOPMENT HYDROLOGIC ANALYSIS

- 3.1 The post-development hydrologic analysis should provide the reader with a comprehensive evaluation of the anticipated site conditions following development of the project. The designer should provide the following information with this element of the report:
- 3.2 Narratives – A narrative and supporting calculations of the post-development conditions of the site as related to stormwater management should be provided to determine the future stormwater characteristics of the site.
- ↑ Written description of the existing conditions found on the site
 - ↑ Stormwater calculations for water quality, channel protection and post construction detention for each sub-basin affected by the project
 - ↑ Documentation and calculations for any applicable site design credits that are being utilized
 - ↑ Methodologies, assumptions, site parameters and supporting design calculations used in the analyzing the post development conditions site hydrology
- 3.3 Post Development Conditions Map – A map documenting the following elements should be provided with the following information if applicable.
- ↑ Topography (2-ft or less contour interval) of proposed site conditions
 - ↑ Perennial / intermittent streams, wetlands, lakes and other surface water features
 - ↑ Drainage basin delineations showing the location of each drainage sub-basin
 - ↑ Proposed stormwater conveyances and structural control facilities
 - ↑ Direction of flow and discharge points from the site including sheet flow areas
 - ↑ Location and boundaries of proposed natural feature protection areas
- 3.4 Post Development Conditions Tables – Tables documenting the following information should be provided if applicable.
- ↑ A table listing the acreage, soil types, impervious surface area and land cover characteristics for each sub-basin
 - ↑ A table listing the peak runoff rates from each outfall
 - ↑ A table listing the peak runoff rates for the drainage area upstream of the project site
 - ↑ A table listing the peak discharge rates, and peak elevations for all detention ponds studied.

Section 4. STORMWATER MANAGEMENT SYSTEM

- 4.1 The stormwater management system section should provide the reader with a comprehensive description of the proposed stormwater management system components on site. The designer should provide the following information with this element of the report:
- 4.2 Narratives – A narrative and supporting calculations describing the on-site stormwater management controls to be utilized. This narrative should include appropriate narratives / tables demonstrating compliance with the various stormwater management requirements outlined in the post-development article of the stormwater ordinance and local design manual.
- ↑ Narrative describing that appropriate and effective structural stormwater controls have been selected
 - ↑ Design calculations and elevations for all existing and proposed stormwater conveyance elements including stormwater drains, pipes culverts catch basins, channels, swales and areas of overland flow
- 4.3 Stormwater Management System Map(s) – A map(s) illustrating the location, type and specifications of all stormwater management components to provide stormwater management for the proposed site.
- ↑ Location of all non-structural stormwater controls
 - ↑ Location of all existing stormwater controls to remain after development
 - ↑ Location of all proposed stormwater controls
 - ↑ Location of all proposed impoundment type controls (i.e. detention ponds, stormwater ponds, stormwater wetlands, etc.)
 - ↑ Location of all conveyance structures
 - ↑ All impoundment type controls should be labeled with the following information: maximum water surface elevation for the 50 and 25 year storm event, top of bank elevation, normal water elevation and bottom elevation
 - ↑ All inlets to conveyance structures should be labeled with the following information: maximum design water surface and maximum potential water surface
 - ↑ All pipes should be labeled with length, material and slope
 - ↑ All pipes should be profiled and labeled with length, material, slope and hydraulic grade line

Section 5. DOWNSTREAM ANALYSIS

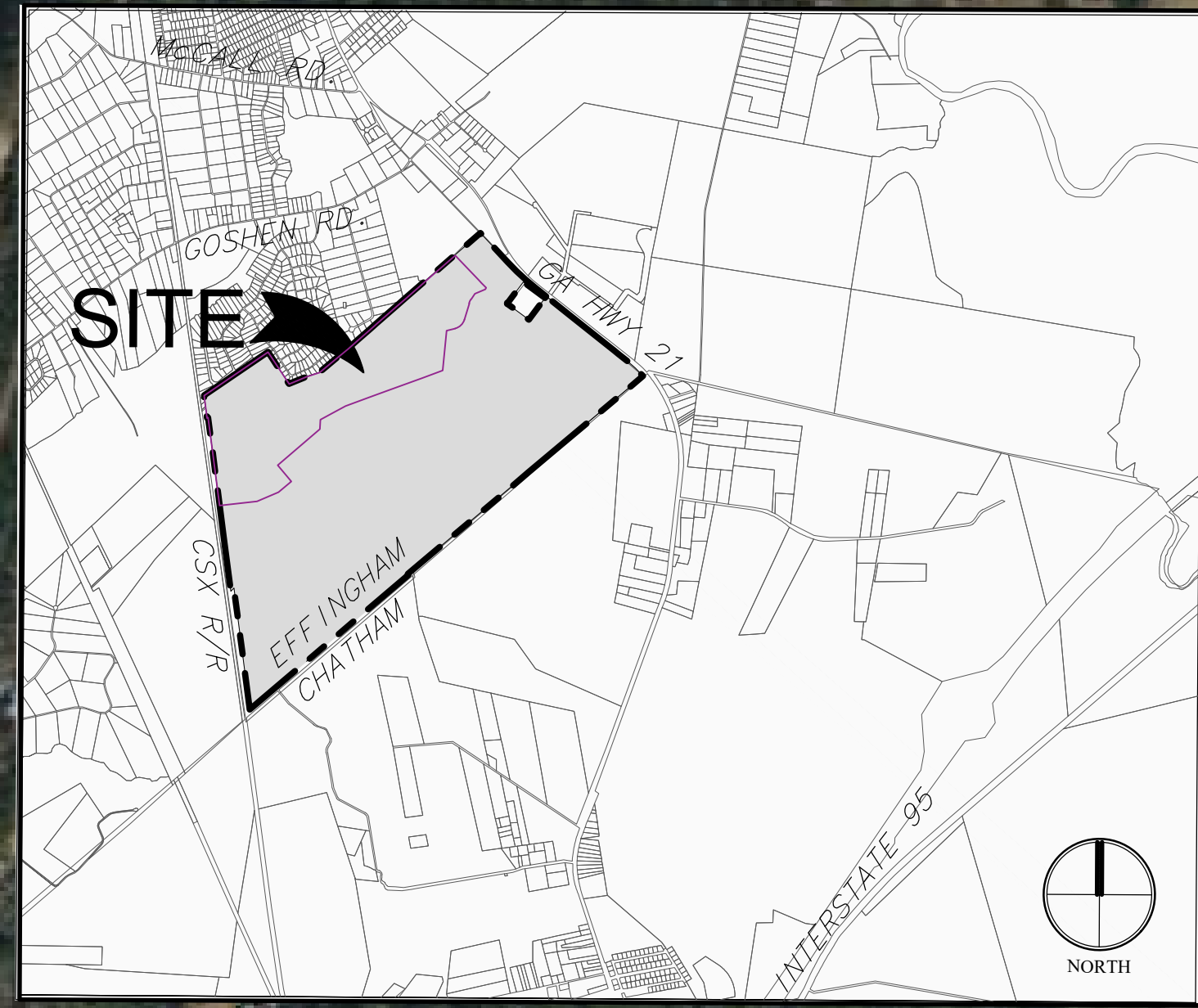
- 5.1 The downstream analysis should provide the reader with a comprehensive picture of the downstream areas and their capacity to accommodate stormwater runoff from the proposed development.
- 5.2 Narratives – A narrative and supporting calculations for a downstream peak flow analysis using the ten-percent rule necessary to show safe passage of the post-development design flows downstream. This narrative should include appropriate descriptions / tables for points of interest such as culverts and channel constrictions downstream of the project where increases in stormwater runoff rates could be of concern.
- 5.3 A map(s) illustrating the location, type and specifications of all stormwater management components to provide stormwater management for the proposed site.
- ↑ Drainage basin delineations showing the point at which the contributing area of the project represents 10% of the total drainage basin area
 - ↑ Identify culverts, channels and other structural stormwater controls that the stormwater runoff must pass through prior to the 10% point identified previously

Section 6. EROSION & SEDIMENTATION CONTROL PLAN

- 6.1 The erosion and sedimentation control plan should be included in the report demonstrating the plan to effectively mitigate stormwater impacts during construction. The following elements should be included in the section of the report.
- ↑ All elements specified in the Georgia Erosion and Sediment Control Act and local ordinances and regulations
 - ↑ Sequence / phasing of construction and temporary stabilization measures
 - ↑ Temporary structures that will be converted into permanent stormwater controls

Section 8. Operations & Maintenance Plan

- 8.1 A narrative of what maintenance tasks will be required for the stormwater controls specified for the site as well as the responsible parties. Additionally, the report will need to identify access and safety issues for the site.



25' UNDISTURBED (EXCEPT FOR STORM WATER MANAGEMENT, LANDSCAPING, FENCING, AND MAINTENANCE) 110' WITH MINIMUM 25' TALL BERM, LANDSCAPED AND IRRIGATED

GOSHEN VILLAS SUBDIVISION

WESTWOOD FARMS SUBDIVISION

EXLEY TRACT NORTH

MULTIFAMILY TO INDUSTRIAL: ±173 AC

150' TOTAL SETBACK (EXCEPT FOR STORM WATER MANAGEMENT, LANDSCAPING, FENCING, AND MAINTENANCE) 15' CONSTRUCTION AND MAINTENANCE 110' WITH MINIMUM 25' TALL BERM, LANDSCAPED AND IRRIGATED

EXLEY TRACT NORTH BOUNDARY

EXLEY TRACT SOUTH BOUNDARY

EXLEY TRACT NORTH

EXLEY PROPERTY LINE

EXLEY PROPERTY LINE

EXLEY TRACT NORTH BOUNDARY

EXLEY TRACT SOUTH BOUNDARY

EXLEY TRACT SOUTH

WETLAND IMPACTS (TYP.)

WETLANDS (TYP.)

EFFINGHAM COUNTY LINE
CHATHAM COUNTY LINE

GA SR 21 - AUGUSTA HWY

FULL ACCESS

COMMERCE DR

FULL ACCESS

10' SETBACK HIGHWAY COMMERCIAL SETBACK

FULL ACCESS

TABLE E-1: LAND USES

ZONING KEY	TOTAL ACRES	UPLAND ACRES
INDUSTRIAL	±816	±595
MULTIFAMILY TO INDUSTRIAL	±173	±123
HIGHWAY COMMERCIAL	±62	±55
TOTAL	±1,051	±773

NOTES:
 1. ACCESS ROADS SHOWN ON THIS PLAN HAVE BEEN ENLARGED FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO ARTICLE VII, SECTION 7.1.13 FOR STREET RIGHT OF WAY WIDTHS.
 2. LINE WEIGHTS WIDTHS FOR BUFFERS, SETBACKS, ETC... ON THIS PLAN HAVE BEEN ENLARGED FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO PD-MU DEVELOPMENT TEXT FOR SPECIFIC DIMENSIONS.

EXLEY TRACT NORTH & SOUTH

Highway 21, Effingham County | Chatham County, Georgia

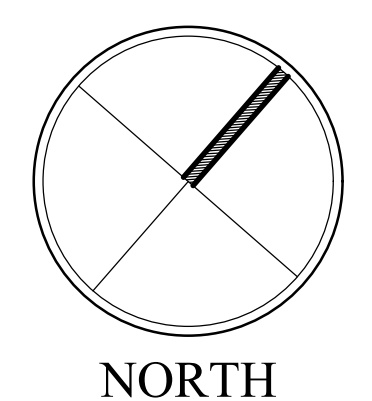
PLANNED DEVELOPMENT DISTRICT - MIXED USE - DISTRICT EXHIBIT

LAND PLANNING & ENGINEERING:
Thomas & Hutton Engineering Co.

ENVIRONMENTAL CONSULTANT:
Resource & Land Consultants

June 11, 2008
Modified _____, 2023

EXHIBIT A



Scale: 1" = 300'

EXLEY TRACT NORTH & SOUTH

PD–MU DEVELOPMENT TEXT

PREPARED FOR:
T&T EXLEY PROPERTIES, LLC
SLC ACQUISITIONS, LLC
CHESTERFIELD, LLC
 PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.

EXCEPT FOR THE INCREASE IN INDUSTRIAL GROSS DENSITY AND REMOVAL OF BUFFER BETWEEN EXLEY TRACT NORTH AND EXLEY TRACT SOUTH, APPROVAL OF THE CHANGES REQUESTED IN THIS TEXT AMENDMENT SHALL ONLY CHANGE CONDITIONS AFFECTING THE PROPERTY IN EXLEY TRACT NORTH

Documents submitted for Approval:

1. Development Text – Approval of this Document with Exhibits is requested.
2. Exley Tract North & South Planned Development District– Mixed Use District Exhibit, (formerly Exhibit II dated June 11, 2008, Modified as Exhibit I May 8, 2018, Modified July 20, 2021), further modified August 2, 2023 as Exhibit A attached hereto.
3. Industrial Building Square Feet Plan Exhibit B attached hereto and further described in Paragraph 6a below
4. Industrial Setback & Berm Exhibit C attached hereto and further described in Paragraph 6b below.
5. The Stormwater Management Local Design Manual for Exley Tract North & South, (formerly Exhibit III) Exhibit D attached hereto and further described in Paragraph 6c below.
6. Description of Exhibits:
 - a) the attached Exhibit B is an illustration of the location of the proposed warehouse buildings north of the Exley Property Line and the actual location of the existing warehouse buildings south of the Exley Property Line which, when combined, may be a maximum of 9,500,000 square feet of warehouses plus 663,000 square feet of commercial. Provided there is no encroachment into the 150' Setback, the location, orientation, size and shape of

each building and stormwater detention facilities may be altered by the Developer.

- b) the attached Exhibit C is an illustration of where sections of Berms A & B will be built in relation to the warehouses, plus a diagram and a profile of Berms A & B.
- c) the attached Exhibit D is the Stormwater Management Local Design Manual for Exley Tract North & South approved in 2008, 2018 and 2021.

The provisions of this Text describing Maximum Industrial Building square feet, Buffers, Setbacks and Berms are submitted jointly and inseparably for Approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. The Exhibits described in Paragraph 6a and Paragraph 6b above shall establish the maximum development and building setbacks required for development of the Exley Tract North and the building location, orientation, size and shape are for illustration purposes only. Development Plans will be submitted for Approval as required by the Effingham County Development ordinances.

This project is being developed in phases according to the schedule included in Section K of this document. The Exhibits are submitted at a scale of one inch equals 300 feet to provide for a comprehensive view of the project on a manageable paper size.

A. General Description

Project Name: Exley Tract North & South
 PIN #: 466D-1, 466D-6, 466D-9, 466D-11, 466D-10, 466D-4, 466D-16, 466D-15, 466D-5, 466D-17, 466D-1B, 466D-3, 466D-14, 466D-7, 466D-8, 466D-12, 466D-13, 466D-1C

Size: ±1,051 Acres
 Location: Highway 21
 Current Zoning: PD – MU
 Proposed Zoning: PD - MU
 Developer: T & T Exley Properties LLC, SFG CH Master Devco LLC, SFG CH GITC Master Devco LLC, Effingham County Industrial Development Authority, SFG CH GITC 1A LLC, DE Well Group LLC, LEX Savannah 1004 TCP LLC, BBK GA Trade Center LLC, Savannah Trade Center Ind II LLC, SFG CH GITC 3A LLC, SFG CH GITC 3B LLC

Exley Tract North & South is a PD–MU consisting of Industrial, and Commercial developments and associated infrastructure. The property consists of approximately 1,051 acres, located on Highway 21 at the Effingham/Chatham County line.

B. Present Ownership and Property Location

The undeveloped property in the PDMU is currently owned by T&T Exley Properties, LLC, SFG CH Master Devco LLC, SFG CH GITC 1A LLC and the Effingham County Industrial Development Authority.

The above said tract or parcel of land known as Exley Tract North & South is bounded on the north by Goshen Villa Subdivision, Westwood Farms Subdivision, David Howes, Elizabeth R Huger, Alice Hurst; (additional property owners north of the said tract or parcel can be found in Section VII); on the south by lands of SFG CH Chatham Tract, LLC, SFG CH Chatham Tract II, LLC, Rice Creek Investors No. 7, LLC, Rice Creek Investors No 2, LLC, R.C. Land Associates, LLC, Rice Creek Homeowners Association of Port Wentworth, Inc, and Sam L. Varnedoe, et.al.; on the east by lands of Verizon Wireless, and Highway 21, and on the west by CSX rail road, said tract or parcel of land containing 1,051 acres more or less.

C. Proposed Land Uses and Development Standards

The following are the districts and permitted uses that are included within this project. These districts are established to control the uses allowed within this development.

Industrial Districts

Industrial uses shall be consistent with the uses outlined in this document, identified in the Effingham County Zoning Ordinance I-1 District with the exception of an increased square footage allowed for warehousing.

1. Assembly or fabrication of previously manufactured parts, including but not limited to the following:

- a) Apparel and other textiles products;
 - b) Electronic and other electric equipment, electric generator, and distribution equipment;
 - c) Fabric samples;
 - d) Furniture and fixtures;
 - e) Industrial machinery and equipment;
 - f) Instruments and related products;
 - g) Lumber and wood products, excluding the processing of material for the production of paper and allied products;
 - h) Metal products;
 - i) Plastic and rubber products;
 - j) Transportation equipment.
- 2. Boat sales.
 - 3. Automotive sales and repairs.
 - 4. Automotive sales and repairs.
 - 5. Automotive storage, excluding junk yards.
 - 6. Florist – retail and wholesale.
 - 7. Manufacturing (light) of, including but not limited to the following:
 - a) Bakery products;
 - b) Beverages, including alcoholic beverages;
 - c) Communication equipment;
 - d) Computer and office equipment;
 - e) Electrical lighting and wiring equipment;
 - f) Electronic equipment;
 - g) Fabricated metals, excluding use of blast furnaces and drop forges;
 - h) Grain mill products;
 - i) Audio and visual equipment;
 - j) Appliances;
 - k) Ice;
 - l) Meat products, excluding slaughtering, dressing, and rendering;
 - m) Medical instruments and supplies;
 - n) Pharmaceutical products.
 - 8. Offices.
 - 9. Printing and publishing.
 - 10. Recycling centers
 - 11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitting in this district.
 - 12. Research facilities.
 - 13. Vocational schools.

14. Utility operations centers
15. Warehousing less than 2,000,000 square feet per building
16. Ready-mix concrete facilities.
17. Railroad side-tracks, spurs and appurtenance.
18. Rail Spur – a sidetrack off of a mainline accessing industrial buildings for the purpose of loading and unloading goods.
19. Trailer storage.

Highway Commercial

Commercial uses shall be consistent with the uses identified in the Effingham County Zoning Ordinance Highway Commercial District (B-3), as amended in this document as Land Use Highway Commercial.

Common Space

Common Space shall include stormwater control measures (including, but not limited to, lagoons, swales, dry detention, infiltration areas, etc.), natural areas, lands to be donated, project buffers and/or setbacks, Public and private easements, and rights-of-way (excluding internal vehicular road rights-of-way). Common space shall be required to be a minimum of 10 percent of the Gross Acreage within land uses.

Green Space

Green Space shall include wetlands and Common Space as defined above. The percentage of property in Green Space may be reduced based on permits to fill wetlands, however the percentage of Common Space cannot be reduced lower than the percentages described under the Common Space definition above.

Property owner's association and covenants shall be created for the Industrial park or a management company shall be designated to maintain common areas.

Site Development within this project will also be governed by the Effingham County Subdivision Regulations, as amended by this document and by restrictive covenants developed by T&T Exley Properties, LLC, SLG Acquisitions, and Chesterfield LLC and/or Successors for the Industrial and Commercial areas in Exley Tract South. The restrictive covenants for Exley Tract North shall be exclusively developed by T&T Exley Properties and/or Successors.

Provisions for the development standards are summarized in Table C-1.

Table C-1: Development Standards				
	Multi-Family	Community Recreational	Industrial	Highway Commercial
Lot Size				
Width**	N/A	N/A	N/A	N/A
Depth (Minimum)	N/A	N/A	N/A	N/A
Height (Maximum)	N/A	N/A	75'*** 56'****	75'***
Setbacks (Minimum)				
Front	N/A	N/A	25'	35'
Side	N/A	N/A	See note below*	See note below*
Rear	N/A	N/A	10'	10'
Gross Density	N/A	N/A	9,500,000 square feet	630,000 square feet

- * Distance between buildings shall be as required by Effingham County adopted building codes and available fire flow.
- ** Lot Widths are measured at the front setback line.
- *** Building height shall be allowed to be a maximum of 75 feet if adequate fire flows and fire equipment are available to the site.; this stipulation only applies to the Exley Tract South.
- **** Building height shall be allowed to be a maximum of 56 feet if adequate fire flows and fire equipment are available to the site; this stipulation only applies to the Exley Tract North.

- This project shall not be held to maximum lot coverage on a lot-by-lot basis. The project will be held to the open space and setback standards as outlined in this document.
- The industrial portion of the Exley Tract South property shall not be used for a short line railroad switchyard without at least a 300-foot vegetated buffer to the nearest residential developed property.
 - Exley Tract North rail spurs and rail sidings are prohibited.
- No railroad spur loading area shall be closer than 200 feet to a residential property line.

Buffers: Based on the anticipated use of the land along the existing power and gas easements that bisect this project Effingham County shall impose no buffers to those easement boundaries. Effingham County shall impose a 50 foot buffer adjacent to highway 21 (to be landscaped in compliance with the Chamber of Commerce Gateway Program or approved by the zoning administrator if the program is not yet in place), a 10 foot buffer between the Industrial and commercial use and the communication tower property, a 20 foot buffer between the Highway and Industrial Uses within this project, a 150 foot Total Setback inclusive of a 25 foot wide Buffer that is undisturbed (except for stormwater management, landscaping and maintenance), a 15 foot wide section that may be cleared if required for construction and maintenance access and a 110 foot wide section with a 25 foot tall (minimum height) Berm, that has a 5 foot +/- wide flat top, and is landscaped and irrigated (see Exhibit C berm design plus description in Section D 1 below). The 150 foot wide Total Setback shall be established along the northern property line adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivisions and property owned by David Howes, Elizabeth R. Huger and Alice Hurst. There shall be no buffer along the CSX railroad property. Setbacks will apply to the perimeter of the property based on Table C-1 and the use approved for this project, or the buffers as stated above and shown on Exhibit B & Exhibit C, whichever is greater. The perimeter buffers may include the use of berms, fencing, plantings or a combination of these methods as determined by the Developer, subject to approval by County Manager or designee. In the event a railroad sidetrack is installed within the 25-foot buffer adjacent to the Railroad the 25-foot buffer shall be placed east of the new sideline. Railroad and road crossings across this buffer to access sidelines shall be considered an allowed use within the buffer. All tree plantings shall be in accordance with the buffer ordinance.

Berms: T&T Exley Properties, LLC or their successors in title acknowledge and agree that each party shall construct a berm, as required by the Terms of

this Text, having a minimum height of 25' in the areas indicated on the Industrial Setback & Berm Exhibit B dated August 2, 2023. Each party shall be responsible for constructing and maintaining the required berms in accordance with the Industrial Setback and Berm Exhibit B, dated August 2, 2023, as it corresponds to its respective property. Without limiting the foregoing, Berm A shall be installed and completed in connection with any Buildings constructed in the area of Buildings 1, 2 or 3, and Berm B shall be installed and completed in connection with any Buildings constructed in the area of Buildings 4, 5 or 6. The berms, when constructed, shall be compacted to a minimum of 25' in height with a 5'+/- flat top and with a minimum 2:1 side slope, stabilized with vegetative cover and irrigation, and otherwise completed in accordance with the berm specifications as shown in Exhibit B dated August 2, 2023. The berm, landscaping and irrigation shall be completed in phases, substantially depicted as Berm A and Berm B on the Industrial Setback and Berm Exhibit B, in each case on or before the issuance of the certificate of occupancy with respect to the corresponding building, so that each completed building is screened from the neighboring properties to the north that share a common property line with T&T Exley Properties, LLC and that are not zoned for industrial or commercial use.

D. Except for Sections E and F below which are included for Approval in the amended text described in Paragraph 1 above, each of the Sections below are Exceptions that were Requested and Previously Approved by the Effingham County Commission in 2008, 2018 and 2021

The information included in this Development Text shall govern the Zoning and Subdivision regulations for this project. In the event of any conflict this document shall govern. (See Section C for additional exceptions)

Due to the nature of this development, the applicant shall reserve the right to negotiate shared parking facilities between similar uses. The benefits of reducing parking areas include:

- minimizing stormwater runoff from parking areas, thus reducing potential water quality impacts;
- Varying time periods of use;

Changes to the street layout, individual building size and shape shall be at the sole choice of the Developer.

Article VII. Section 7.1.13 – Street right-of-way widths.

The table shown below replaces the requirements of section 7.1.13:

Curb & Gutter Streets:

	Street Classification	Pavement Width	Right-of-Way Width
(a)	Local Street		
	2-lane	22'	50'
	2-lane with parking (1-side)	31'	50'
	2-lane with parking (2-sides)	40'	60'
(b)	Collector Street		
	2-lane	24'	60'
	2-lane with left turn	36'	60'
	2-lane Blvd. Section	12' lanes 8' median	60'
	4-lane Blvd. Section	24' of lanes (2 @ 12' each) 8' median	80'
(c)	Arterial Street	N/A	N/A

Roadside Swale:

	Street Classification	Pavement Width	Shoulder Width	Ditch	Right-of-Way Width
(a)	Local Street				
	2-lane	22'	4'	12'	60'
(b)	Collector Street				
	2-lane	24'	6'	16'	80'

	4-lane	48'			104'
(c)	Arterial Street	N/A			N/A

Restatement of approved PD–MU Waiver of the Water Resources Protection Ordinance

Section 3. Waivers to Stormwater Management Requirements:

All of the conditions listed in section 3 of the Water Resource Protection Ordinance are waived on the sole basis of section 3.1b. This section allows for the County or its Agent to waive the requirements of the Water Resource Protection Ordinance and the Stormwater Management Local Design Manual and replace them with alternative minimum requirements for on-site management of stormwater discharges.

The Stormwater Management Local Design Management Design Manual for Exley Tract North and South (formerly approved in 2008, 2018 and 2021 as Exhibit III) is included as Exhibit D in this PD Zoning application package as the alternate minimum requirements for on-site management of stormwater discharges. This document takes precedent over Effingham County’s current Water Resource Protection Ordinance and Stormwater Management Local Design Management Design Manual. In event of a conflict between any of the documents the governing document shall be in the following order: governing – Stormwater Management Local Design Management Design Manual for Exley Tract North and South, 2nd – Water Resource Protection Ordinance and 3rd – Stormwater Management Local Design Manual.

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E. Percentage of Land Uses

Table E-1 indicates acreages of land uses planned for Exley Tract North and South.

TABLE E-1: LAND USES					
	TOTAL ACRES (+/-)	UPLAND ACRES (+/-) Wetland Impacts	COMMON SPACE ACRES (+/-)	TOTAL GREEN SPACE ACRES (+/-)	PERCENT OF TOTAL ACRES IN GREEN SPACE (+/-) *
Industrial	989	718	99 (10%)	370	37%
Multi-family	N/A	N/A	N/A	N/A	N/A
Highway Commercial	62	55	6** (10%)	13**	21%**
Future Highway 21 Connector	N/A	N/A	N/A	N/A	N/A
Total	1,051	773	105	383	36%

* Values are based on current planning and may vary based on Green Space definition as outlined in Section C.

** Common space and green space is currently assumed to be 10% of total acreage until site development plans for these areas are proposed. The 10% assumption is to anticipate appropriate detention and/or drainage infrastructure areas.

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F. Proposed Maximum Units and Building Square Footage

Table F-1 summarizes the maximum building square footage and project gross density are listed at the bottom of the table.

TABLE F-1: Maximum Units and Building Square Footage	
Land Use	Units or Building Square Footage
Multi-family	N/A
Highway Commercial	630,000 sf
Industrial	9,500,000 sf

G. Proposed Dedication of Public Use

Streets and Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements or dedicated to the Property Owners Association. Street dedications shall be at the discretion of the Effingham County Board of Commissioners.

H. Open Space, Courts, Walks, and Common Areas

Wetlands

US Army Corps of Engineers Jurisdictional Wetlands will be owned by the developer until presented to Effingham County for dedication or dedicated to the Property Owners Association. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners. No machine clearing, or logging shall be allowed in the preserved wetland portion of the property without the expressed written approval of the zoning administrator.

Lakes

Lakes will be located throughout Exley Tract to manage stormwater runoff for both quantity and quality. The lakes will be designed to aid in attenuating the design storm events to pre-development flow rates. Lakes shall be owned and maintained by the developer until such time as these facilities are dedicated to the Property Owners Association or Effingham County. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners.

I. Utilities

Water and sewer will be provided by Effingham County. These utilities within this development will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee.

Stormwater management will be handled through a series of detention ponds. These ponds shall be designed based on the Stormwater Management Local Design Manual included as Exhibit III to this application. All plans will be reviewed and approved by the Effingham County Engineer prior to construction.

J. Access, Parking, Signs and Buffers

Access to the site will be from Highway 21. Improvements required to provide access to the project will be permitted, designed, and constructed by the Developer.

A tenant/property owner identification sign shall be located at the entrance of the industrial park. The sign shall be in place no later than the occupancy of the last available parcel.

As mentioned in section D, shared parking is anticipated among the uses in order to decrease the amount of unproductive surface parking needed. These shared parking arrangements will be presented in conjunction with subsequent development plans.

Any lighting used for this development will be designed in a manner to avoid any negative impacts to adjacent properties. All pole lighting shall be shielded, downward facing, no taller than the nearest building and maximum height of 35 feet.

Buffers for the project are shown on Exhibit B and Exhibit C and further described in Section C of this document.

K. Development Schedule

Based on historical sales in surrounding areas, it is anticipated this project will be built out in approximately 8 years for Industrial and 10 years for Multi-Family excluding commercial. This schedule is based on current market conditions and may vary over time.

L. Installation of Improvements

The developer of any parcel within this PD-MU shall be responsible for improvements (excluding any utilities specifically agreed to be installed by Effingham County) required to develop the parcel consistent with this application. This requirement shall be met as market conditions warrant and are not set to a specific timetable.

THIS REVISED PLANNED DEVELOPMENT TEXT INCLUDING EXHIBITS is hereby Approved this ___ day of _____, 202___ by the Board of Commissioners, Effingham County, Georgia.

Wesley Corbitt
Chairman,
Effingham County Commission

Stephanie D. Johnson
Effingham County Clerk

EXLEY TRACT NORTH & SOUTH

PD–MU DEVELOPMENT TEXT

PREPARED FOR:
T&T EXLEY **PROPERTIES**, LLC
SLC ACQUISITIONS, LLC
CHESTERFIELD **CHESTERFIELD**, LLC

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.

EXCEPT FOR THE INCREASE IN INDUSTRIAL GROSS DENSITY AND REMOVAL OF BUFFER BETWEEN EXLEY TRACT NORTH AND EXLEY TRACT SOUTH, APPROVAL OF THE CHANGES REQUESTED IN THIS TEXT AMENDMENT SHALL ONLY CHANGE CONDITIONS AFFECTING THE PROPERTY IN EXLEY TRACT NORTH

Documents submitted for Approval:

1. Development Text – Approval of ~~amended text below~~ this Document with Exhibits is requested.
2. Exley Tract North & South Planned Development District– Mixed Use District Exhibit, (formerly Exhibit II dated June 11, 2008, Modified as Exhibit I May 8, 2018, further Modified (Month) (Date), 2020 – Approval Requested July 20, 2021), further modified August 2, 2023 as Exhibit A attached hereto.
3. ~~Sketch Plan – Project Master Plan – Exley Tract Industrial, dated May 8, 2018, Modified (Month) (Date), 2020 – Sketch Plan Approval Requested~~
3. This development text as amended Industrial Building Square Feet Plan Exhibit B attached hereto and further described in Paragraph 6a below
4. Industrial Setback & Berm Exhibit C attached hereto and further described in Paragraph 6b below.
5. The Stormwater Management Local Design Manual for Exley Tract North & South, (formerly Exhibit III) Exhibit D attached hereto and further described in Paragraph 6c below.
6. Description of Exhibits:

- a) the attached Exhibit B is an illustration of the location of the proposed warehouse buildings north of the Exley Property Line and the actual location of the existing warehouse buildings south of the Exley Property Line which, when combined, may be a maximum of 9,500,000 square feet of warehouses plus 663,000 square feet of commercial. Provided there is no encroachment into the 150' Setback, the location, orientation, size and shape of each building and stormwater detention facilities may be altered by the Developer.
- b) the attached Exhibit C is an illustration of where sections of Berms A & B will be built in relation to the warehouses, plus a diagram and a profile of Berms A & B.
- c) the attached Exhibit D is the Stormwater Management Local Design Manual for Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, approved in 2008, Modified May 8, 2018, and further modified (Month) (Date), 2020; and the Sketch Plan – Project Master Plan – Exley Tract Industrial, dated May 8, 2018, Modified (Month) (Date), 2020 2018 and 2021.

The provisions of this Text describing Maximum Industrial Building square feet, Buffers, Setbacks and Berms are submitted for approval jointly and inseparably for Approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. -The Exhibits described in Paragraph 6a and Paragraph 6b above shall establish the maximum development and building setbacks required for development of the Exley Tract North and the building location, orientation, size and shape are for illustration purposes only. Development Plans will be submitted for Approval as required by the Effingham County Development ordinances.

This project is being developed in phases according to the schedule included in ~~section~~Section K of this document. The Exhibits are submitted at a scale of one- inch equals 400300 feet to provide for a comprehensive view of the project on a manageable paper size.

A. General Description

Project Name: Exley Tract North & South
~~PIN #:~~ 466-8, 466-8B, 466-10, 466-11, 467-1, 467-8A
PIN #: 466D-1, 466D-6, 466D-9, 466D-11, 466D-10, 466D-4, 466D-16, 466D-15, 466D-5, 466D-17, 466D-1B, 466D-3, 466D-14, 466D-7, 466D-8, 466D-12, 466D-13, 466D-1C

Size: ±1,~~177~~051 Acres
 Location: Highway 21
 Current Zoning: PD – MU
~~Developer: T&T Exley, LLC, Chesterfield LLC, and SLG Acquisitions, LLC~~

Proposed Zoning: PD - MU

Developer: T & T Exley Properties LLC, SFG CH Master Devco LLC, SFG CH GITC Master Devco LLC, Effingham County Industrial Development Authority, SFG CH GITC 1A LLC, DE Well Group LLC, LEX Savannah 1004 TCP LLC, BBK GA Trade Center LLC, Savannah Trade Center Ind II LLC, SFG CH GITC 3A LLC, SFG CH GITC 3B LLC

Exley Tract North & South is a PD–MU consisting of ~~Multi-family~~, Industrial, and Commercial developments and associated infrastructure. The property consists of approximately 1,~~047~~051 acres, located on Highway 21 at the Effingham/Chatham County line.

B. Present Ownership and Property Location

The undeveloped property in the PDMU is currently owned by T&T Exley Properties, LLC, SFG CH Master Devco, LLC, a special purpose entity, T&T Exley, LLC, SFG CH GITC 1A LLC and SLG Acquisitions, LLC ~~the Effingham County Industrial Development Authority.~~

The above said tract or parcel of land known as Exley Tract North & South is bounded on the north by Goshen Villa Subdivision, Westwood Farms Subdivision, David Howes, ~~F. Gibson~~Elizabeth R Huger, Clint and Alice Hurst; (additional property owners north of the said tract or parcel can be found in Section VII); on the south by lands of ~~Thomas Exley and Margaret Roberts, on the east by lands of Thomas Exley,~~SFG CH Chatham Tract, LLC, SFG CH Chatham Tract II, LLC, Rice Creek Investors No. 7, LLC, Rice Creek Investors No 2, LLC, R.C. Land Associates, LLC, Rice Creek Homeowners Association of Port Wentworth, Inc, and Sam L. Varnedoe, et.al.; on the east by lands of Verizon Wireless, and Highway 21, and on the west by CSX rail road, said tract or parcel of land containing 1,~~177~~051 acres more or less.

C. Proposed Land Uses and Development Standards

The following are the districts and permitted uses that are included within this project. These districts are established to ~~establish~~control the uses allowed within this development.

Industrial Districts

Industrial uses shall be consistent with the uses outlined in this document, identified in the Effingham County Zoning Ordinance I-1 District with the exception of an increased square footage allowed for warehousing.

1. Assembly or fabrication of previously manufactured parts, including but not limited to the following:
 - a) Apparel and other textiles products;
 - b) Electronic and other electric equipment, electric generator, and distribution equipment;
 - c) Fabric samples;
 - d) Furniture and fixtures;
 - e) Industrial machinery and equipment;
 - f) Instruments and related products;
 - g) Lumber and wood products, excluding the processing of material for the production of paper and allied products;
 - h) Metal products;
 - i) Plastic and rubber products;
 - j) Transportation equipment.
2. Boat sales.
3. Automotive sales and repairs.
4. Automotive sales and repairs.
5. Automotive storage, excluding junk yards.
6. Florist – retail and wholesale.
7. Manufacturing (light) of, including but not limited to the following:
 - a) Bakery products;
 - b) Beverages, including alcoholic beverages;
 - c) Communication equipment;
 - d) Computer and office equipment;
 - e) Electrical lighting and wiring equipment;
 - f) Electronic equipment;
 - g) Fabricated metals, excluding use of blast furnaces and drop forges;

- h) Grain mill products;
 - i) Audio and visual equipment;
 - j) Appliances;
 - k) Ice;
 - l) Meat products, excluding slaughtering, dressing, and rendering;
 - m) Medical instruments and supplies;
 - n) Pharmaceutical products.
8. Offices.
 9. Printing and publishing.
 10. Recycling centers
 11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitting in this district.
 12. Research facilities.
 13. Vocational schools.
 14. Utility operations centers
 15. Warehousing less than 2,000,000 square feet per building
 16. Ready-mix concrete facilities.
 17. Railroad side-tracks, spurs and appurtenance.
 18. Rail Spur – a sidetrack off of a mainline accessing industrial buildings for the purpose of loading and unloading goods.
 19. Trailer storage.

Highway Commercial

Commercial uses shall be consistent with the uses identified in the Effingham County Zoning Ordinance Highway Commercial District (B-3), as amended in this document as Land Use Highway Commercial.

Community Recreation

~~This designation allows for the recreational complexes and amenities to serve Exley Tract. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments, and services which include active and passive sports, entertainment, and ancillary facilities such as restaurants and shops serving such public recreational facilities. Permitted uses include:~~

~~(a) — Outdoor Recreational Facilities including but not limited to:~~

- ~~_____ (1) _____ Maintenance Facilities.~~
- ~~_____ (2) _____ Swimming Pools, Pool Bath Houses and Gazebos.~~
- ~~_____ (3) _____ Tennis Courts~~
- ~~_____ (4) _____ Lawn Games such as bocci, croquet, volleyball, etc.~~
- ~~_____ (5) _____ Multi-use fields~~
- ~~_____ (6) _____ Playgrounds~~
- ~~_____ (7) _____ Neighborhood Parks.~~
- ~~_____ (8) _____ Community Parks.~~
- ~~_____ (9) _____ Leisure Trails and Bike Trails.~~
- ~~_____ (10) _____ Boat Yard and RV Storage Area~~
- ~~_____ (11) _____ Other Recreational Uses.~~

~~(b) _____ Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness, and hobby space. _____~~

~~(c) _____ Accessory Buildings.~~

~~(d) _____ Community Offices/Administration Buildings.~~

~~(e) _____ Maintenance and Storage Facilities.~~

~~(f) _____ Community Offices/Administration Buildings.~~

- ~~_____ (1) _____ Public and/or Private Clubhouses.~~
- ~~_____ (2) _____ Pro shops, Snack Bars, Grills, Restaurants and Lounges associated _____
_____ with clubhouses.~~
- ~~_____ (3) _____ Ancillary uses associated with community recreation facilities such _____
_____ as craft centers, fitness centers, etc.~~

Multi-family Residential

~~_____ This designation includes multi-family residential units. Multi-family residential consists of attached or detached residential including both short-term and long-term apartment rentals. Ownership may be either fee simple lots or as units of a condominium or other common legal structure with no minimum lot size, no maximum lot coverage, and no minimum street frontage.~~

Common Space

Common Space shall include ~~Recreational areas (including lands designated _____ with land use Community recreation)~~ stormwater control measures (including, but not limited to, lagoons, swales, dry detention, infiltration areas, etc.), natural areas, lands to be donated, project buffers and/or setbacks, Public and private easements, and rights-of-way (excluding internal vehicular road rights-of-way). Common space shall be required to be a minimum of 2010 percent of the Upland area Gross Acreage within ~~Multi-family land use and 10 percent within all other~~ land uses.

Green Space

Green Space shall include wetlands and Common Space as defined above. The percentage of property in Green Space may be reduced based on permits to fill wetlands, however the percentage of Common Space cannot be reduced lower than the percentages described under the Common Space definition above.

Property owner’s association and covenants shall be created for the Industrial park or a management company shall be designated to maintain common areas.

~~A property owner’s association and covenants shall be created for the residential area and must include responsibilities for maintenance of common areas. Architectural guidelines and restrictive covenants, developed by T&T Exley, LLC and/or the successors, will establish design and construction materials guidelines for the residential portion that shall meet or exceed the Effingham County Subdivision Regulations as amended within this document. In addition, all deeds and leases in this residential portion shall make note of the existence of adjacent industrial park.~~

Site Development within this project will also be governed by the Effingham County Subdivision Regulations, as amended by this document and by restrictive covenants developed by T&T Exley Properties, LLC, SLG Acquisitions, and Chesterfield LLC and/or Successors for the Industrial and Commercial areas in Exley Tract South. The restrictive covenants and restrictions will for Exley Tract North shall be submitted to Effingham County prior to exclusively developed by T&T Exley Properties and/or during Final Plat Approval. Successors.

Provisions for the development standards are summarized in Table C-1.

	Multi-Family	Community Recreational	Industrial	Highway Commercial
Lot Size				
Width**	N/A	N/A	N/A	N/A
Depth (Minimum)	N/A	N/A	N/A	N/A
Height (Maximum)	55' N/A	45' N/A	75'*** 56' ****	75'***
Setbacks (Minimum)				
Front	20' N/A	15' N/A	25'	35'

Side	See note below*N/A	See note below*N/A	See note below*	See note below*
Rear	20'N/A	10'N/A	10'	10'
Gross Density	9 Units/AcreN/A	N/A	9,500,000 square feet	630,000 square feet

* Distance between buildings shall be as required by Effingham County adopted building codes and available fire flow.

** Lot Widths are measured at the front setback line.

*** Building height shall be allowed to be a maximum of 75 feet if adequate fire flows and fire equipment are available to the site.; this stipulation only applies to the Exley Tract South.

**** Building height shall be allowed to be a maximum of 56 feet if adequate fire flows and fire equipment are available to the site; this stipulation only applies to the Exley Tract North.

- This project shall not be held to maximum lot coverage on a lot-by-lot basis. The project will be held to the open space and setback standards as outlined in this ——— document.
- ~~• No building in the residential portion of the property may exceed 35 feet in height unless it is at least 175 feet from the northern property line.~~
- The industrial portion of the Exley Tract South property shall not be used for a short line railroad switchyard without at least a 300-foot vegetated buffer to the nearest residential developed property.
 - Exley Tract North rail spurs and rail sidings are prohibited.
- No railroad spur loading area shall be closer than 200 feet to a residential property line.
- ~~• Any boat and RV storage area or other outdoor storage areas in the residential portion shall be screened with trees and shrubs.~~

~~The above said tract or parcel of land is bounded on the northwest by Goshen Villa Subdivision, on the southeast by lands of Thomas Exley and Margaret Roberts, Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; (??additional property owners north of the said tract or parcel can be found in Section VII)??; on the northeast by lands of Thomas Exley, Verizon Wireless, and Highway 21, and on the southwest by CSX railroad, said tract or parcel of land containing 1,047.44 acres more or less.~~

Buffers: Based on the anticipated use of the land along the existing power and gas easements that bisect this project Effingham County shall impose no buffers to those easement boundaries. Effingham County shall impose a 50 foot buffer adjacent to highway 21 (to be landscaped in compliance with the Chamber of Commerce Gateway Program or

approved by the zoning administrator if the program is not yet in place), a 10 foot buffer between the Industrial and commercial use and the communication tower property, a 20 foot buffer between the Highway and Industrial Uses within this project, a ~~30_150~~ foot ~~unpaved setback with~~ Total Setback inclusive of a 15_25 foot wide Buffer that is undisturbed buffer on the (except for stormwater management, landscaping and maintenance), a 15 foot wide section that may be cleared if required for construction and maintenance access and a 10 foot wide section with a 25 foot tall (minimum height) Berm, that has a 5 foot +/- wide flat top, and is landscaped and irrigated (see Exhibit C berm design plus description in Section D 1 below). The 150 foot wide Total Setback shall be established along the northern boundary property line adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivision, Subdivisions and property owned by David Howes, F. Gibson Elizabeth R. Huger, Clint and Alice Hurst, a 25 foot. ~~There shall be no buffer along the CSX railroad property per the 2018 PD—MU District Master Plan Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018.~~ Setbacks will apply to the perimeter of the property based on Table C-1 and the use approved for this project, or the buffers as stated above and shown on ~~the PD—MU District Master Plan Exhibit B & Exhibit C,~~ whichever is greater. The perimeter buffers may include the use of berms, fencing, plantings or a combination of these methods as determined by the Developer, subject to approval by County Manager or designee. In the event a railroad sidetrack is installed within the 25-foot buffer adjacent to the Railroad the 25-foot buffer shall be placed east of the new sideline. Railroad and road crossings across this buffer to access sidelines shall be considered an allowed use within the buffer. All tree plantings shall be in accordance with the buffer ordinance.

D. — Exceptions Requested

Berms: T&T Exley Properties, LLC or their successors in title acknowledge and agree that each party shall construct a berm, as required by the Terms of this Text, having a minimum height of 25' in the areas indicated on the Industrial Setback & Berm Exhibit B dated August 2, 2023. Each party shall be responsible for constructing and maintaining the required berms in accordance with the Industrial Setback and Berm Exhibit B, dated August 2, 2023, as it corresponds to its respective property. Without limiting the foregoing, Berm A shall be installed and completed in connection with any Buildings constructed in the area of Buildings 1, 2 or 3, and Berm B shall be installed and completed in connection with any Buildings constructed in the area of Buildings 4, 5 or 6. The berms, when constructed, shall be compacted to a minimum of 25' in height with a 5'+/- flat top and with a minimum 2:1 side slope, stabilized with vegetative cover and irrigation, and otherwise completed in accordance with the berm specifications as shown

in Exhibit B dated August 2, 2023. The berm, landscaping and irrigation shall be completed in phases, substantially depicted as Berm A and Berm B on the Industrial Setback and Berm Exhibit B, in each case on or before the issuance of the certificate of occupancy with respect to the corresponding building, so that each completed building is screened from the neighboring properties to the north that share a common property line with T&T Exley Properties, LLC and that are not zoned for industrial or commercial use.

D. Except for Sections E and F below which are included for Approval in the amended text described in Paragraph 1 above, each of the Sections below are Exceptions that were Requested and Previously Approved by the Effingham County Commission in 2008, 2018 and 2021

The information included in this Development Text shall govern the Zoning and Subdivision regulations for this project. In the event of any conflict this document shall govern. (See Section C for additional exceptions)

Due to the nature of this development, the applicant shall reserve the right to negotiate shared parking facilities between similar uses. The benefits of reducing parking areas include:

- minimizing stormwater runoff from parking areas, thus reducing potential water quality impacts;
- Varying time periods of use;

Changes to the street layout, individual building size and shape ~~as shown on Project Master Plan – Exley Tract Industrial SKETCH PLAN Chatham & Effingham Counties/GA dated ??May 8, 2018??~~ shall be at the sole choice of the Developer.;

Article VII. Section 7.1.13 – Street right-of-way widths.

The table shown below replaces the requirements of section 7.1.13:

Curb & Gutter Streets:

	Street Classification	Pavement Width	Right-of-Way Width
(a)	Local Street		
	2-lane	22'	50'
	2-lane with parking (1-side)	31'	50'
	2-lane with parking (2-sides)	40'	60'
(b)	Collector Street		
	2-lane	24'	60'
	2-lane with left turn	36'	60'
	2-lane Blvd. Section	12' lanes 8' median	60'
	4-lane Blvd. Section	24' of lanes (2 @ 12' each) 8' median	80'
(c)	Arterial Street	N/A	N/A

Roadside Swale:

	Street Classification	Pavement Width	Shoulder Width	Ditch	Right-of-Way Width
(a)	Local Street				
	2-lane	22'	4'	12'	60'
(b)	Collector Street				
	2-lane	24'	6'	16'	80'
	4-lane	48'			104'
(c)	Arterial Street	N/A			N/A

Restatement of approved PD-MU Waiver of the Water Resources Protection Ordinance

Section 3. Waivers to Stormwater Management Requirements:

All of the conditions listed in section 3 of the Water Resource Protection Ordinance are waived on the sole basis of section 3.1b. This section allows for the County or its Agent to waive the requirements of the Water Resource Protection Ordinance and the Stormwater Management Local Design Manual and replace them with alternative minimum requirements for on-site management of stormwater discharges.

The Stormwater Management Local Design Management Design Manual for Exley Tract North and South (formerly approved in 2008, 2018 and 2021 as Exhibit III) is included as Exhibit III in this PD Zoning application package as the alternate minimum requirements for on-site management of stormwater discharges. This document takes precedent over Effingham County's current Water Resource Protection Ordinance and Stormwater Management Local Design Management Design Manual. In event of a conflict between any of the documents the governing document shall be in the following order: governing – Stormwater Management Local Design Management Design Manual for Exley Tract North and South, 2nd –Water Resource Protection Ordinance and 3rd – Stormwater Management Local Design Manual.

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E. Percentage of Land Uses

Table E-1 indicates acreages of land uses planned for Exley Tract North and South.

TABLE E-1: LAND USES					
	TOTAL ACRES (+/-)	UPLAND ACRES (+/-) Wetland Impacts	COMMON SPACE ACRES (+/-)	TOTAL GREEN SPACE ACRES (+/-)	PERCENT OF TOTAL ACRES IN GREEN SPACE (+/-) *
Industrial	796989	592718	5999 (10%)	204370	26%37%
Multi-family	183N/A	122N/A	26 (20%)N/A	54N/A	30%N/A
Highway Commercial	7162	4355	46** (10%)	2813**	39%21%**
Future Highway 21 Connector	N/A	N/A	N/A	0N/A	0%N/A
Total	10501,051	757773	105	383	36%

* Values are based on current planning and may vary based on Green Space definition as outlined in Section C.

** Common space and green space is currently assumed to be 10% of total acreage until site development plans for these areas are proposed. The 10% assumption is to anticipate appropriate detention and/or drainage infrastructure areas.

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F. Proposed Maximum Units and Building Square Footage

Table F-1 summarizes the maximum building square footage and project gross density are listed at the bottom of the table.

TABLE F-1: Maximum Units and Building Square Footage	
Land Use	Units or Building Square Footage
Multi-family	1,350 Units <u>N/A</u>
Highway Commercial	630,000 sf
Industrial	7,300 <u>9,500</u> ,000 sf

G. Proposed Dedication of Public Use

Streets and Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements or dedicated to the Property Owners Association. Street dedications shall be at the discretion of the Effingham County Board of Commissioners.

H. Open Space, Courts, Walks, and Common Areas

Wetlands

US Army Corps of Engineers Jurisdictional Wetlands will be owned by the developer until presented to Effingham County for dedication or dedicated to the Property Owners Association. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners. No machine clearing, or logging shall be allowed in the preserved wetland portion of the property without the expressed written approval of the zoning administrator.

Lakes

Lakes will be located throughout Exley Tract to manage stormwater runoff for both quantity and quality. The lakes will be designed to aid in attenuating the design storm events to pre-development flow rates. Lakes shall be owned and maintained by the developer until such time as these facilities are dedicated to the Property Owners Association or Effingham

County. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners.

I. Utilities

Water and sewer will be provided by Effingham County. These utilities within this development will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee.

Stormwater management will be handled through a series of detention ponds. These ponds shall be designed based on the Stormwater Management Local Design Manual included as Exhibit III to this application. All plans will be reviewed and approved by the Effingham County Engineer prior to construction.

J. Access, Parking, Signs and Buffers

Access to the site will be from Highway 21. Improvements required to provide access to the project will be permitted, designed, and constructed by the Developer. ~~The Residential portion of the property shall have access from 2 curb cuts through the commercial area to Highway 21. The access shall be open no later than the issuance of the 500th residential units Certificate of Occupancy.~~

A tenant/property owner identification sign shall be located at the entrance of the industrial park. The sign shall be in place no later than the occupancy of the last available parcel.

As mentioned in section D, shared parking is anticipated among the uses in order to decrease the amount of unproductive surface parking needed. These shared parking arrangements will be presented in conjunction with subsequent development plans.

Any lighting used for this development will be designed in a manner to avoid any negative impacts to adjacent properties. All pole lighting shall be shielded, downward facing, no taller than the nearest building and maximum height of 35 feet.

~~Proposed buffers~~Buffers for the project are shown on ~~Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified ??May 8, 2018?? District Master Plan included with this application~~ B and Exhibit C and further described in Section C of this document.

K. Development Schedule

Based on historical sales in surrounding areas, it is anticipated this project will be built out in approximately 8 years for Industrial and 10 years for Multi-Family excluding commercial. This schedule is based on current market conditions and may vary over time.

L. Installation of Improvements

The developer of any parcel within this PD-MU shall be responsible for improvements (excluding any utilities specifically agreed to be installed by Effingham County) required to develop the parcel consistent with this application. This requirement shall be met as market conditions warrant and are not set to a specific timetable.

THIS REVISED PLANNED DEVELOPMENT TEXT INCLUDING _____ EXHIBITS is hereby Approved this ___ day of _____, 202____ by the Board of Commissioners, Effingham County, Georgia.

_____	_____
Lamar Allen	Wesley Corbitt
_____ Stephanie D. Johnson	
Chairman,	
Effingham County Commission	_____ Effingham County Clerk

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 3/8/2023

Applicant/Agent: T&T Exley Properties/Thomas and Hutton Engineering

Applicant Email Address: forbes.k@tandh.com

Phone # 912-234-5300

Applicant Mailing Address: 50 Park of Commerce Way

City: Savannah State: GA Zip Code: 31405

Property Owner, if different from above: Tom Exley, Jr.
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): tomexley2@gmail.com

Phone # 912-658-1625

Owner's Mailing Address: 996 Old Augusta Road

City: Rincon State: GA Zip Code: 31326

Property Location: West side of Hwy 21, North of the Georgia International Trade Center.

Proposed Road Access: New access road to be constructed to extend west from Hwy 21

Present Zoning of Property: PDMU Proposed Zoning: PDMU

Tax Map-Parcel # 0466D011
0466D009 Total Acres: 274 AC Acres to be Rezoned: 274 AC
0466D006
0466D001

Lot Characteristics: Mostly wooded with some wetlands areas.

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: An industrial zoning designation would match the adjacent property designation of GITC which would allow warehouse or similar development in a common location.

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

North Residential/Agricultural South Industrial East Industrial/Hwy 21 West Residential/Agricultural/Rail road

1. Describe the current use of the property you wish to rezone.

Property is undeveloped and part of PDMU. Property is consists mostly woods.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes, highway commercial and 1,350 residential units.

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

Property will be used for industrial development. Buildings such as warehouses or manufacturing and ancillary truck trailer and container storage.

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

Property to the north is residential and west is currently residential and railroad.
Property to the south is industrial and east is Highway 21.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

This zoning will allow additional warehouses to be located adjacent to existing warehouses to the south. Proposed use will provide a better visual buffer to the north than the high density residential that is currently approved.

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

No.

Applicant Signature: Kevin Taylor Date 3/8/2023

EXLEY TRACT NORTH & SOUTH

PD–MU DEVELOPMENT TEXT

PREPARED FOR:
 T&T EXLEY, LLC
SLC ACQUISITIONS, LLC
CHESTERFIELD LLC NEW SAVANNAH, LLC
SFI COMMERCIAL, LLC
SOUTH EFFINGHAM SAND, LLC

PREPARED BY:
 THOMAS & HUTTON ENGINEERING CO.

Documents submitted:

1. Development Text – Approval of amended text below is requested.
2. Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018, further Modified ~~(Month) (Date), 2020~~ July 20, 2021 – Approval Requested
3. Sketch Plan – Project Master Plan — Exley Tract Industrial, dated May 8, 2018, Modified ~~(Month) (Date), 2020~~ July 20, 2021 — Sketch Plan Approval Requested

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This development text as amended below, the attached Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018, and further modified ~~(Month) (Date), 2020~~ July 20, 2021; and the Sketch Plan — Project Master Plan — Exley Tract Industrial, dated May 8, 2018, Modified ~~(Month) (Date), 2020~~ July 20, 2021 are submitted for approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. This project is being developed in phases according to the schedule included in section K of this document. **APPROVAL of the Exley Tract North & South Planned Development District – Mixed Use District Exhibit I, dated February 21, 2023 is requested based on the Land Use information shown on the master plan only.** The ~~Exhibits are master plan is~~ submitted at a scale of one–inch equals ~~400-300~~ feet to provide for a comprehensive view of the project on a manageable paper size.

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A. General Description

Project Name: Exley Tract North & South
 PIN #: ~~466D-1, 466D-6, 466D-9, 466D-11, 466D-10, 466D-4, 466D-16, 466D-15, 466D-5, 466D-17, 466D-18, 466D-3, 466D-14, 466D-7, 466D-8, 466D-12, 466D-13, 466D-1C-~~ 466-8, 466-8B, 466-10, 466-11, 467-1, 467-8A

Size: ±1,177-051 Acres
 Location: Highway 21
 Current Zoning: PD – MU
 Proposed Zoning: PD - MU



Developer: T&T Exley, LLC, Chesterfield LLC, and SLG Acquisitions, LLC; T&T Exley, LLC, T And T Exley Properties LLC, SFG CH Master Devco LLC, SFG CH GITC Master Devco LLC, Effingham County Industrial Development Authority, SFG CH GITC 1A LLC, DE Well Group LLC, LEX Savannah 1004 TCP LLC, BBK GA Trade Center LLC, Savannah Trade Center Ind II LLC, SFG CH GITC 3A LLC, SFG CH GITC 3B LLC

Exley Tract North & South is a PD–MU consisting of ~~Multi-family~~, Industrial, and Commercial developments and associated infrastructure. The property consists of approximately 1,047.051 acres, located on Highway 21 at the Effingham/Chatham County line.

B. Present Ownership and Property Location

The undeveloped property is currently owned by ~~SFG CH Master Devco, LLC, a special purpose entity, T&T Exley, LLC, and SLG Acquisitions, LLC, T&T Exley Properties, LLC, and SFG CH Master Devco LLC, SFG CH GITC 1A LLC, Effingham County Industrial Development Authority~~

The above said tract or parcel of land is bounded on the north by Goshen Villa Subdivision, Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; (additional property owners north of the said tract or parcel can be found in Section VII); on the south by lands of ~~Thomas Exley and Margaret Roberts~~ SFG CH Chatham Tract, LLC, SFG CH Chatham Tract II, LLC, Rice Creek Investors No. 7, LLC, Rice Creek Investors No 2, LLC, R.C. Land Associates, LLC, Rice Creek Homeowners Association of Port Wentworth, Inc, and Sam L. Varnedoe, et.al.; on the east by lands of ~~Thomas Exley,~~ Verizon Wireless, and Highway 21, and on the west by CSX rail road, said tract or parcel of land containing 1,051.177 acres more or less.

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C. Proposed Land Uses and Development Standards

The following are the districts and permitted uses that are included within this project. These districts are established to establish uses allowed within this development.

Industrial Districts

Industrial uses shall be consistent with the uses outlined in this document. identified in the Effingham County Zoning Ordinance I-1 District with the exception of an increased square footage allowed for warehousing.

1. Assembly or fabrication of previously manufactured parts, including but not limited to the following:
 - a) Apparel and other textiles products;
 - b) Electronic and other electric equipment, electric generator, and distribution equipment;
 - c) Fabric samples;
 - d) Furniture and fixtures;
 - e) Industrial machinery and equipment;
 - f) Instruments and related products;

- g) Lumber and wood products, excluding the processing of material for the production of paper and allied products;
 - h) Metal products;
 - i) Plastic and rubber products;
 - j) Transportation equipment.
2. Boat sales.
 3. Automotive sales and repairs.
 4. Automotive sales and repairs.
 5. Automotive storage, excluding junk yards.
 6. Florist – retail and wholesale.
 7. Manufacturing (light) of, including but not limited to the following:
 - a) Bakery products;
 - b) Beverages, including alcoholic beverages;
 - c) Communication equipment;
 - d) Computer and office equipment;
 - e) Electrical lighting and wiring equipment;
 - f) Electronic equipment;
 - g) Fabricated metals, excluding use of blast furnaces and drop forges;
 - h) Grain mill products;
 - i) Audio and visual equipment;
 - j) Appliances;
 - k) Ice;
 - l) Meat products, excluding slaughtering, dressing, and rendering;
 - m) Medical instruments and supplies;
 - n) Pharmaceutical products.
 8. Offices.
 9. Printing and publishing.
 10. Recycling centers
 11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitting in this district.
 12. Research facilities.
 13. Vocational schools.
 14. Utility operations centers
 15. Warehousing less than 2,000,000 square feet per building
 16. Ready-mix concrete facilities.
 17. Railroad side-tracks, spurs and appurtenance.
 18. Rail Spur – a sidetrack off of a mainline accessing industrial buildings for the purpose of loading and unloading goods.

~~18-19.~~ **Trailer storage.**

Highway Commercial

Commercial uses shall be consistent with the uses identified in the Effingham County Zoning Ordinance Highway Commercial District (B-3), as amended in this document as Land Use Highway Commercial.

Community Recreation

~~This designation allows for the recreational complexes and amenities to serve Exley Tract. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted~~

~~and unlighted recreation facilities, establishments, and services which include active and passive sports, entertainment, and ancillary facilities such as restaurants and shops serving such public recreational facilities. Permitted uses include:~~

~~(a) Outdoor Recreational Facilities including but not limited to:~~

- ~~(1) Maintenance Facilities.~~
- ~~(2) Swimming Pools, Pool Bath Houses and Gazebos.~~
- ~~(3) Tennis Courts~~
- ~~(4) Lawn Games such as bocci, croquet, volleyball, etc.~~
- ~~(5) Multi-use fields~~
- ~~(6) Playgrounds~~
- ~~(7) Neighborhood Parks.~~
- ~~(8) Community Parks.~~
- ~~(9) Leisure Trails and Bike Trails.~~
- ~~(10) Boat Yard and RV Storage Area~~
- ~~(11) Other Recreational Uses.~~

~~(b) Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness, and hobby space.~~

~~(c) Accessory Buildings.~~

~~(d) Community Offices/Administration Buildings.~~

~~(e) Maintenance and Storage Facilities.~~

~~(f) Community Offices/Administration Buildings.~~

- ~~(1) Public and/or Private Clubhouses.~~
- ~~(2) Pro shops, Snack Bars, Grills, Restaurants and Lounges associated with clubhouses.~~
- ~~(3) Ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.~~

Multi-family Residential

~~This designation includes multi-family residential units. Multi-family residential consists of attached or detached residential including both short-term and long-term apartment rentals. Ownership may be either fee simple lots or as units of a condominium or other common legal structure with no minimum lot size, no maximum lot coverage, and no minimum street frontage.~~

Common Space

Common Space shall include ~~Recreational areas (including lands designated with land use Community recreation)~~ stormwater control measures (including, but not limited to, lagoons, swales, dry detention, infiltration areas, etc.), natural areas, lands to be donated, project buffers and/or setbacks, Public and private easements, and rights-of-way (excluding internal vehicular road rights-of-way). Common space shall be required to be

a minimum of ~~20 percent of the Upland area within Multi-family land use and~~ 10 percent within ~~all other~~ land uses, ~~excluding~~

Green Space

Green Space shall include wetlands and Common Space as defined above. The percentage of property in Green Space may be reduced based on permits to fill wetlands, however the percentage of Common Space cannot be reduced lower than the percentages described under the Common Space definition above.

Property owner's association and covenants shall be created for the Industrial park or a management company shall be designated to maintain common areas.

~~A property owner's association and covenants shall be created for the residential area and must include responsibilities for maintenance of common areas. Architectural guidelines and restrictive covenants, developed by T&T Exley, LLC and/or the successors, will establish design and construction materials guidelines for the residential portion that shall meet or exceed the Effingham County Subdivision Regulations as amended within this document. In addition, all deeds and leases in this residential portion shall make note of the existence of adjacent industrial park.~~

Site Development within this project will also be governed by the Effingham County Subdivision Regulations, as amended by this document and by restrictive covenants developed by T&T Exley, LLC, SLG Acquisitions, and Chesterfield LLC and/or Successors for the Industrial and Commercial areas. The covenants and restrictions will be submitted to Effingham County prior to or during Final Plat Approval.

Provisions for the development standards are summarized in Table C-1.

	Multi-Family	Community Recreational	Industrial	Highway Commercial
Lot Size				
Width**	N/A	N/A	N/A	N/A
Depth (Minimum)	N/A	N/A	N/A	N/A
Height (Maximum)	55'N/A	45'N/A	75'***	75'***
Setbacks (Minimum)				
Front	20'N/A	N/A+5'	25'	35'
Side	N/ASee note below*	See note below*N/A	See note below*	See note below*
Rear	20'N/A	N/A+10'	10'	10'
Gross Density	9 Units/AcreN/A		N/A	

* Distance between buildings shall be as required by Effingham County adopted building codes and available fire flow.

** Lot Widths are measured at the front setback line.

*** Building height shall be allowed to be a maximum of 75 feet if adequate fire flows and fire equipment are available to the site.

- This project shall not be held to maximum lot coverage on a lot-by-lot basis. The project will be held to the open space and setback standards as outlined in this document.
- ~~No building in the residential portion of the property may exceed 35 feet in height unless it is at least 175 feet from the northern property line.~~
- The industrial portion of the property shall not be used for a short line railroad switchyard without at least a 300-foot vegetated buffer to the nearest residential developed property.
- No railroad spur loading area shall be closer than 200 feet to a residential property line.
- ~~Any boat and RV storage area or other outdoor storage areas in the residential portion shall be screened with trees and shrubs.~~
- ~~The berm between the Industrial and Multifamily will be removed and replaced with a 100' undisturbed buffer and a 200' building setback, to total 400'.~~

The above said tract or parcel of land is bounded on the north~~west~~ by Goshen Villa Subdivision, ~~on the southeast by lands of Thomas Exley and Margaret Roberts,~~ Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; (??additional property owners north of the said tract or parcel can be found in Section VII)??; ~~on the northeast by lands of Thomas Exley, Verizon Wireless, and Highway 21, and on the southwest by CSX railroad, said tract or parcel of land containing 1,047.44 acres more or less, on the south by lands of SFG CH Chatham Tract, LLC, SFG CH Chatham Tract II, LLC, Rice Creek Investors No. 7, LLC, Rice Creek Investors No 2, LLC, R.C. Land Associates, LLC, Rice Creek Homeowners Association of Port Wentworth, Inc, and Sam L. Varnedoe, et.al; and on the east by lands of Verizon Wireless, and Highway 21, and on the west by CSX railroad, said tract or parcel of land containing 1,051 acres more or less.~~

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Based on the anticipated use of the land along the existing power and gas easements that bisect this project Effingham County shall impose no buffers to those easement boundaries. Effingham County shall impose a 50 foot buffer adjacent to highway 21 (to be landscaped in compliance with the Chamber of Commerce Gateway Program or approved by the zoning administrator if the program is not yet in place), a 10 foot buffer between the Industrial and commercial use and the communication tower property, a 20 foot buffer between the Highway and Industrial Uses within this project, a ~~30~~100 foot unpaved setback with a ~~15~~ 25 foot ~~tall undisturbed landscaped and irrigated Berm (see Exhibit II and berm description in Section D 1 below)~~ ~~buffer within the 100 foot unpaved setback~~ on the northern boundary adjacent to Goshen Villa and Westwood Farms Subdivision, and property owned by David Howes, ~~F. Gibson~~Elizabeth R. Huger, Clint and Alice Hurst, a 25 foot buffer along the railroad property per the ~~2018 PD Exley Tract North & South Planned Development District – Mixed Use District Master Plan Exley Tract North & South Planned Development District – Mixed Use District~~ Exhibit, dated June 11, 2008, Modified May 8, 2018, ~~Modified~~ . Setbacks will apply to the perimeter of the property based on Table C-1 and the use approved for this project, or the buffers as stated above and shown on the PD-MU District Master Plan, whichever is greater. The perimeter buffers may include the use of berms, fencing, plantings or a combination of these methods as determined by the Developer, ~~subject to approval by County Manager or designee~~. In the event a railroad sidetrack is installed within the 25-foot buffer adjacent to the Railroad the 25-foot buffer shall be placed east of the new sideline. Railroad and road crossings across this buffer to access sidelines shall be considered an allowed use within the buffer. All tree plantings shall be in accordance with the buffer ordinance.

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D. Exceptions Requested and Previously Approved

The information included in this Development Text shall govern the Zoning and Subdivision regulations for this project. In the event of any conflict this document shall govern. (See Section C for additional exceptions)

Due to the nature of this development, the applicant shall reserve the right to negotiate shared parking facilities between similar uses. The benefits of reducing parking areas include:

- minimizing stormwater runoff from parking areas, thus reducing potential water quality impacts;
- Varying time periods of use;

Changes to the street layout, building size and shape ~~as shown on Project Master Plan – Exley Tract Industrial SKETCH PLAN Chatham & Effingham Counties/GA dated ??May 8, 2018??~~ shall be at the sole choice of the Developer.

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1. Berms: T&T Exley, LLC, New Savannah, LLC, SFI Commercial, LLC, and South Effingham Sand, LLC, acknowledge and agree that each party shall construct a berm having a maximum height of 25' in the areas indicated on the Site Plan dated February 21, 2023. Each party shall be responsible for constructing and maintaining the required berms in accordance with Exhibit IV: Berm Exhibit attached to the end of this document, dated April 7, 2023, as it corresponds to its respective property. Without limiting the foregoing, Berm A shall be installed and completed in connection with the construction of Building 1, Berm B shall be installed and completed in connection with the construction of the corresponding Building 1 trailer parking lots, Berm C shall be installed and completed in connection with the construction of Buildings 2 or 3, whichever is to be constructed first, and Berm D shall be installed and completed in connection with the construction of the corresponding Buildings 2 or 3 trailer parking. The berms, when constructed, shall be compacted to a maximum of 25' in height with a minimum 2:1 side slope, stabilized with vegetative cover, and otherwise completed in accordance with the berm specifications hereto as Exhibit "G". The berm shall be completed in phases, substantially depicted as Berm A, Berm B, Berm C, Berm D on the Berm Exhibit, in each case on or before the issuance of the certificate of occupancy with respect the corresponding building, so that each completed building is screened from the neighboring properties to the north that are not zoned for industrial use.

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Article VII. Section 7.1.13 – Street right-of-way widths.

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The table shown below replaces the requirements of section 7.1.13:

Curb & Gutter Streets:

	Street Classification	Pavement Width	Right-of-Way Width
(a)	Local Street		
	2-lane	22'	50'
	2-lane with parking (1-side)	31'	50'
	2-lane with parking (2-sides)	40'	60'
(b)	Collector Street		
	2-lane	24'	60'
	2-lane with left turn	36'	60'
	2-lane Blvd. Section	12' lanes 8' median	60'
	4-lane Blvd. Section	24' of lanes (2 @ 12' each) 8' median	80'
(c)	Arterial Street	N/A	N/A

Roadside Swale:

	Street Classification	Pavement Width	Shoulder Width	Ditch	Right-of-Way Width
(a)	Local Street				
	2-lane	22'	4'	12'	60'
(b)	Collector Street				
	2-lane	24'	6'	16'	80'
	4-lane	48'			104'
(c)	Arterial Street	N/A			N/A

Restatement of approved PD-MU Waiver of the Water Resources Protection Ordinance

Section 3. Waivers to Stormwater Management Requirements:

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All of the conditions listed in section 3 of the Water Resource Protection Ordinance are waived on the sole basis of section 3.1b. This section allows for the County or its Agent to waive the requirements of the Water Resource Protection Ordinance and the Stormwater Management Local Design Manual and replace them with alternative minimum requirements for on-site management of stormwater discharges.

The Stormwater Management Local Design Management Design Manual for Exley Tract North and South is included as Exhibit III in this PD Zoning application package as the alternate minimum requirements for on-site management of stormwater discharges. This document takes precedent over Effingham County's current Water Resource Protection Ordinance and Stormwater Management Local Design Management Design Manual. In event of a conflict between any of the documents the governing document shall be in the following order: governing – Stormwater Management Local Design Management

Design Manual for Exley Tract North and South, 2nd –Water Resource Protection Ordinance and 3rd – Stormwater Management Local Design Manual.

E. Percentage of Land Uses

Table E-1 indicates acreages of land uses planned for Exley Tract North and South.

TABLE E-1: LAND USES					
	TOTAL ACRES	UPLAND ACRES ± Wetland Impacts	COMMON SPACE ACRES	TOTAL GREEN SPACE ACRES	PERCENT OF TOTAL ACRES IN GREEN SPACE*
Industrial	7961115.04	592823.43	59 426.45 (3810%)	204718.06	64%26%
Multi-family	183N/A	N/A122	26 (20%)N/A	N/A54	30%N/A
Highway Commercial	7170.19	64.1743	4 (10%)12.83** (20%)	12.83**28	2039%**
***Highway Commercial/Industrial	24.5	17.06	4.9	4.9	20%
Future Highway 21 Connector	N/A	N/A	N/A	N/A0	0%N/A
Total	10501185.23	887.6757	439.28	730.89	61%

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* Values are based on current planning and may vary based on Green Space definition as outlined in Section C.

** Common space and green space is currently assumed to be 20% of total acreage until proposed site development plans for these areas are proposed. The 20% assumption is to anticipate appropriate detention and/or drainage infrastructure areas.

*** 24.5 acres north of the existing cell tower of the total 62.14 commercial frontage along Highway 21 to be commercial or industrial uses.

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F. Proposed Maximum Units and Building Square Footage

Table F-1 summarizes the maximum building square footage and project gross density are listed at the bottom of the table.

TABLE F-1: Maximum Units and Building Square Footage	
Land Use	Units or Building Square Footage
Multi-family	1,350 UnitsN/A
Highway Commercial	630,000 sf
Industrial	7,300,000 9,250,000 sf

G. Proposed Dedication of Public Use



Streets and Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements or dedicated to the Property Owners Association. Street dedications shall be at the discretion of the Effingham County Board of Commissioners.

H. Open Space, Courts, Walks, and Common AreasWetlands

Wetlands will be owned by the developer until presented to Effingham County for dedication or dedicated to the Property Owners Association. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners. No machine clearing, or logging shall be allowed in the preserved wetland portion of the property without the expressed written approval of the zoning administrator.

Lakes

Lakes will be located throughout Exley Tract to manage stormwater runoff for both quantity and quality. The lakes will be designed to aid in attenuating the design storm events to pre-development flow rates. Lakes shall be owned and maintained by the developer until such time as these facilities are dedicated to the Property Owners Association or Effingham County. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners.

I. Utilities

Water and sewer will be provided by Effingham County. These utilities within this development will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee.

Stormwater management will be handled through a series of detention ponds. These ponds shall be designed based on the Stormwater Management Local Design Manual included as Exhibit III to this application. All plans will be reviewed and approved by the Effingham County Engineer prior to construction.

J. Access, Parking, Signs and Buffers

Access to the site will be from Highway 21. Improvements required to provide access to the project will be permitted, designed, and constructed by the Developer. ~~The Residential portion of the property shall have access from 2 curb cuts through the commercial area to Highway 21. The access shall be open no later than the issuance of the 500th residential units Certificate of Occupancy.~~

A tenant/property owner identification sign shall be located at the entrance of the industrial park. The sign shall be in place no later than the occupancy of the last available parcel.

As mentioned in section D, shared parking is anticipated among the uses in order to decrease the amount of unproductive surface parking needed. These shared parking arrangements will be presented in conjunction with subsequent development plans.

Any lighting used for this development will be designed in a manner to avoid any negative impacts to adjacent properties. All pole lighting shall be shielded, downward facing, no taller than the nearest building and maximum height of 35 feet.

Proposed buffers for the project are shown on Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified ~~??May 8, 2018??~~ District Master Plan included with this application and in Section C of this document.

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K. Development Schedule

Based on historical sales in surrounding areas, it is anticipated this project will be built out ~~in-by~~ approximately ~~8 years-2030~~ for Industrial, ~~and 10 years for Multi-Family~~ excluding commercial. This schedule is based on current market conditions and may vary over time.

L. Installation of Improvements

The developer of any parcel within this PD–MU shall be responsible for improvements (excluding any utilities specifically agreed to be installed by Effingham County) required to develop the parcel consistent with this application. This requirement shall be met as market conditions warrant and are not set to a specific timetable.

REVISED PLANNED DEVELOPMENT TEXT INCLUDING ____ EXHIBITS is hereby Approved this ____ day of _____, 202____ by the Board of Commissioners, Effingham County, Georgia.

Lamar Allen Wesley Corbitt
Chairman, Effingham County Commission

Stephanie D. Johnson
Effingham County Clerk

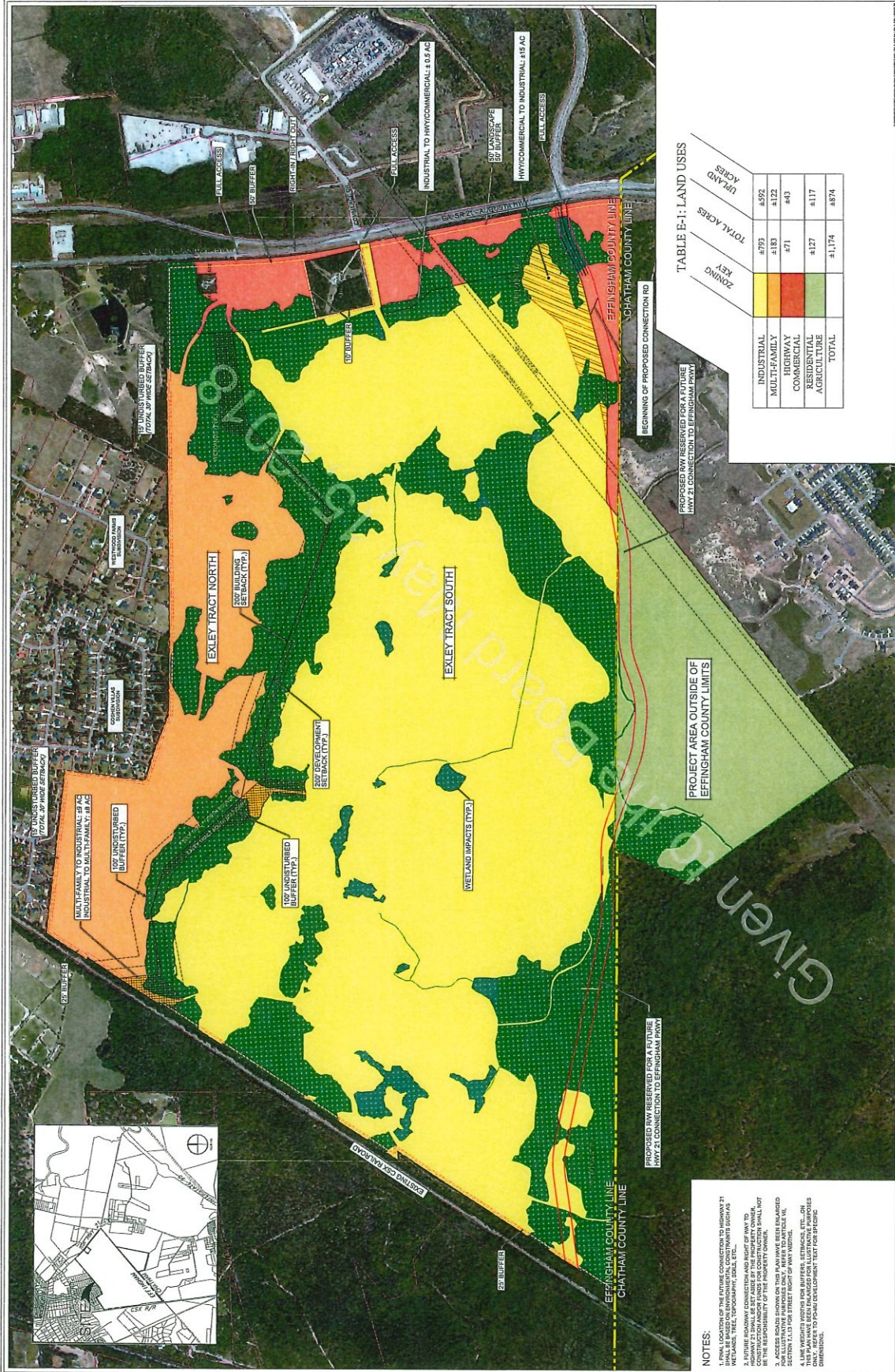


TABLE E-1: LAND USES

ZONING KEY	TOTAL ACRES	UP/LAND ACRES
INDUSTRIAL MULTI-FAMILY	4,793	4,592
HIGHWAY COMMERCIAL	4183	4122
RESIDENTIAL AGRICULTURE	271	243
TOTAL	4,127	4,117
	4,174	4,874

NOTES:

1. FINAL LOCATION OF THE FUTURE CONNECTION TO HIGHWAY 21 LAND PLANNING & ENGINEERING SHALL BE DETERMINED BY THE LOCAL GOVERNMENT, SUCH AS WETLANDS, TREE PRESERVATION, SOILS, ETC.
2. FUTURE ROADWAY CONNECTIONS AND RIGHT OF WAY TO EXLEY TRACT NORTH AND SOUTH SHALL BE DETERMINED BY THE LOCAL GOVERNMENT, SUCH AS WETLANDS, TREE PRESERVATION, SOILS, ETC. THE RESPONSIBILITY OF THE PROPERTY OWNER SHALL BE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.
3. THIS PLAN HAS BEEN PREPARED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CONSULTANTS.

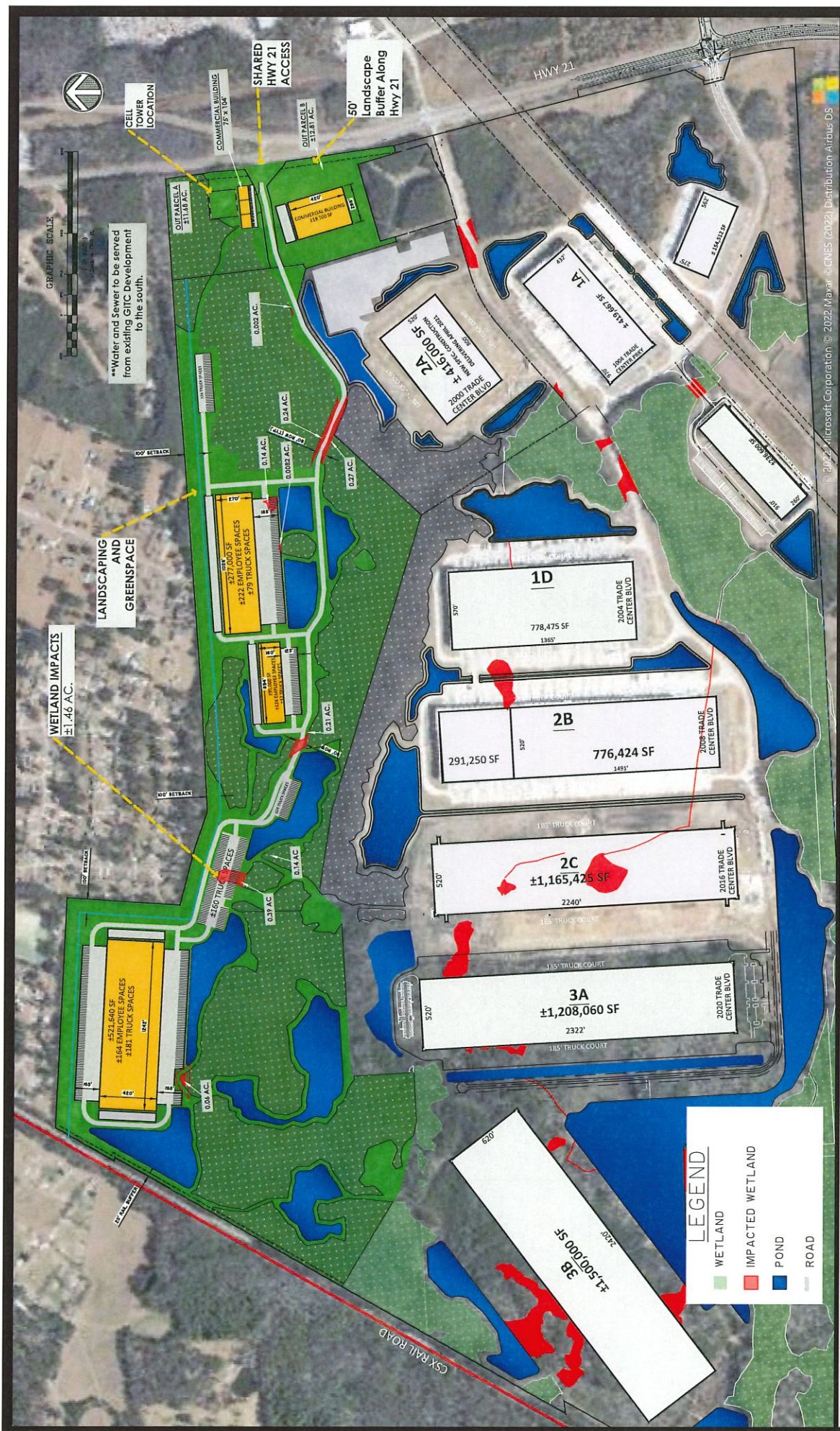
EXLEY TRACT NORTH & SOUTH

Highway 21, Effingham County | Chatham County, Georgia

PLANNED DEVELOPMENT DISTRICT - MIXED USE - DISTRICT EXHIBIT

LAND PLANNING & ENGINEERING:
 Thomas & Hutton Engineering Co.
 ENVIRONMENTAL CONSULTANT:
 Resource & Land Consultants

June 11, 2018
 Modified May 1, 2018



EXLEY NORTH - CONCEPTUAL LAYOUT
EFFINGHAM COUNTY / GA

February 21, 2023

© 2023 Microsoft Corporation © 2022 Mayer © CNES (2022) Distribution Airbus DS

465D-1,6,9,11

Item X. 1.



3/19/2023

1:23,191

Tax Parcel Labels
 Tax Parcels
 Roads Efn_fin_cache

- Red: Band_1
- Green: Band_2

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin,
 INCREMENT P, USGS, MET/NASA, EPA, USDA

466D-1,6,9,11

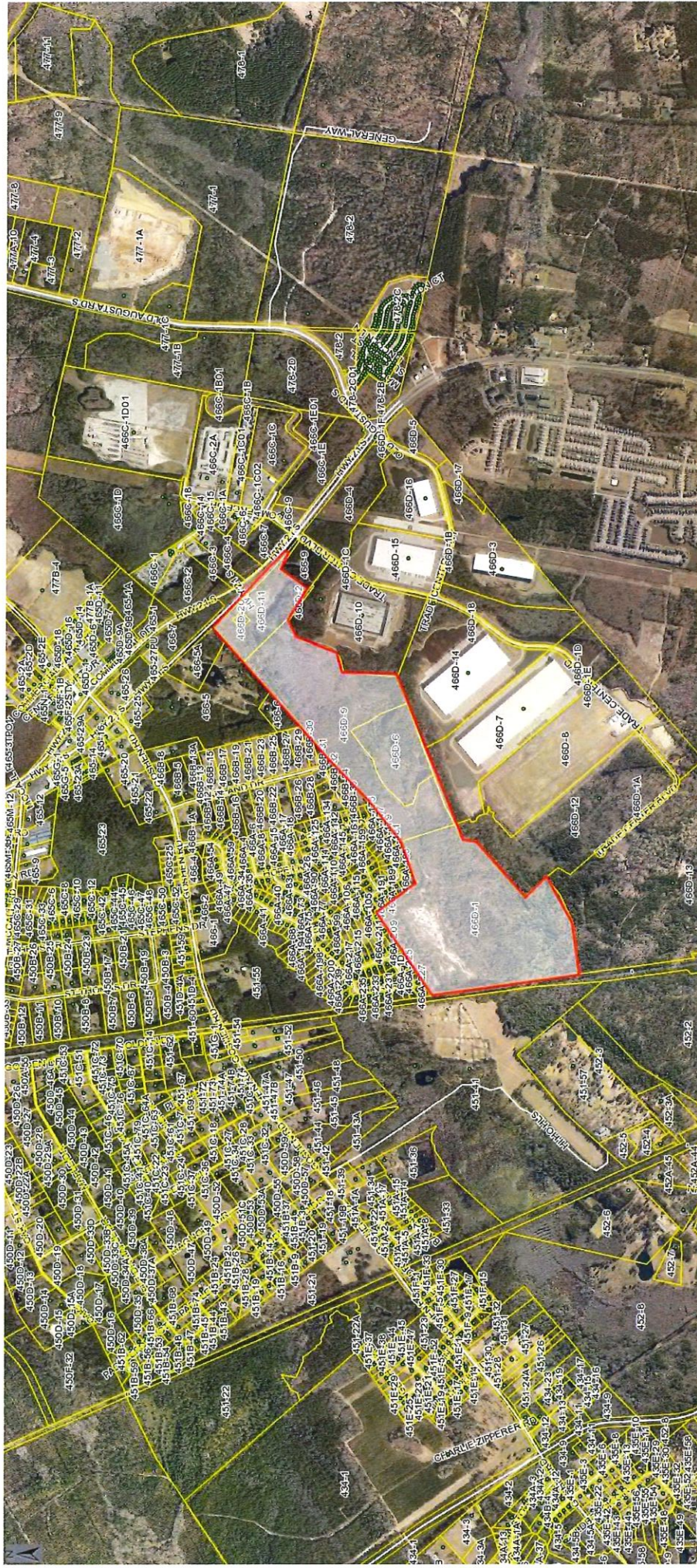
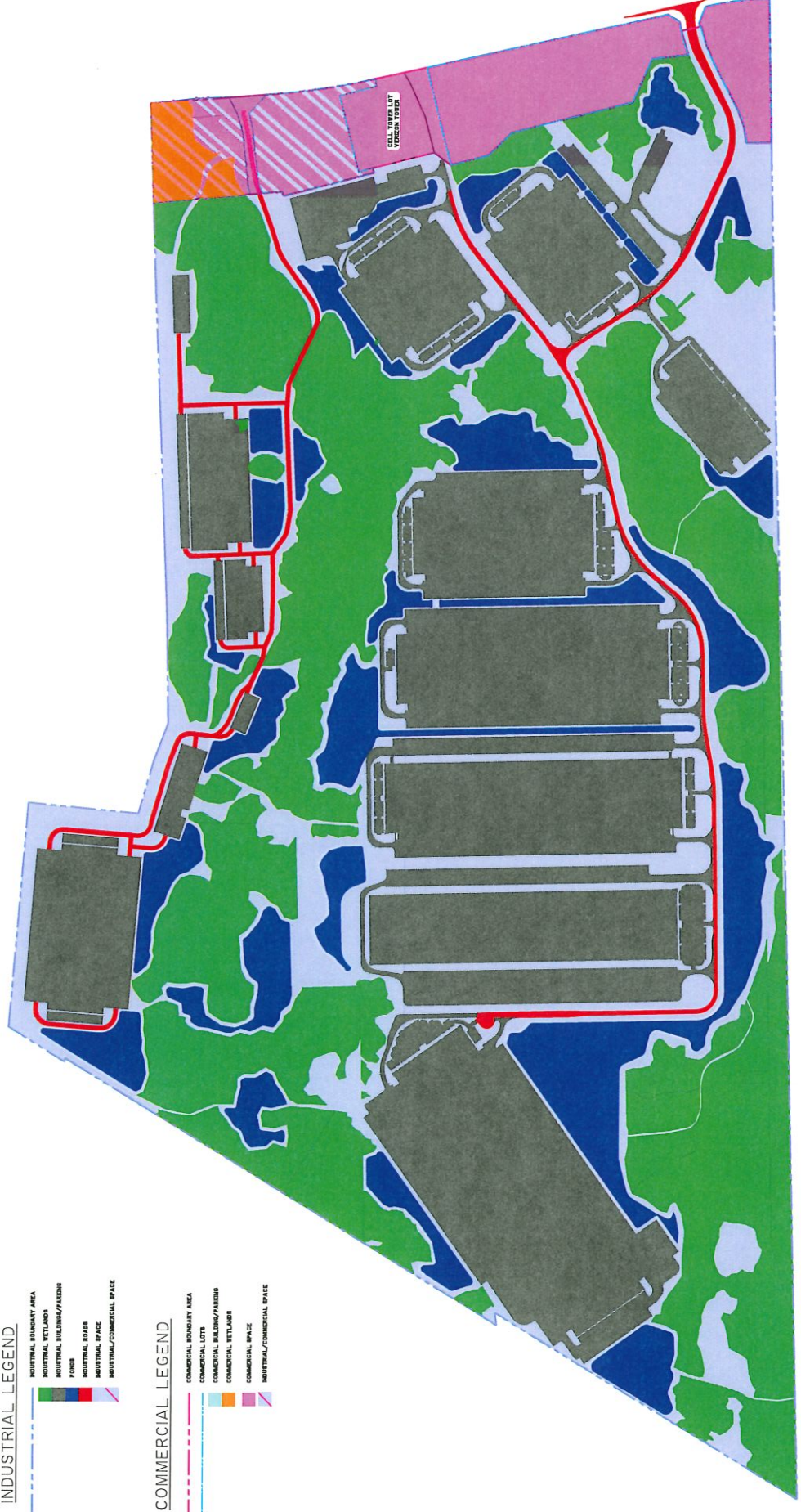


EXHIBIT
GTC & EXLEY NORTH
 EFFINGHAM COUNTY, GA
 PREPARED FOR:
 ATLANTIC INVESTORS
 PREPARED BY:
THOMAS HUTTON
 401 Atlantic Boulevard, Suite 100
 Atlanta, Georgia 30348
 www.thomashutton.com



INDUSTRIAL LEGEND

- INDUSTRIAL BOUNDARY AREA
- INDUSTRIAL WETLANDS
- INDUSTRIAL BUILDING/PAVING
- FOREST
- INDUSTRIAL ROADS
- INDUSTRIAL SPACE
- INDUSTRIAL/COMMERCIAL SPACE

COMMERCIAL LEGEND

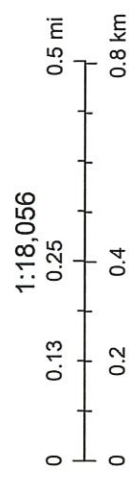
- COMMERCIAL BOUNDARY AREA
- COMMERCIAL LOTS
- COMMERCIAL BUILDING/PAVING
- COMMERCIAL WETLANDS
- COMMERCIAL SPACE
- INDUSTRIAL/COMMERCIAL SPACE

HWY 21



5/18/2023

- Tax Parcel Labels
- Tax Parcels
- Roads
- Wetlands
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- FEMA Flood Zone
- A

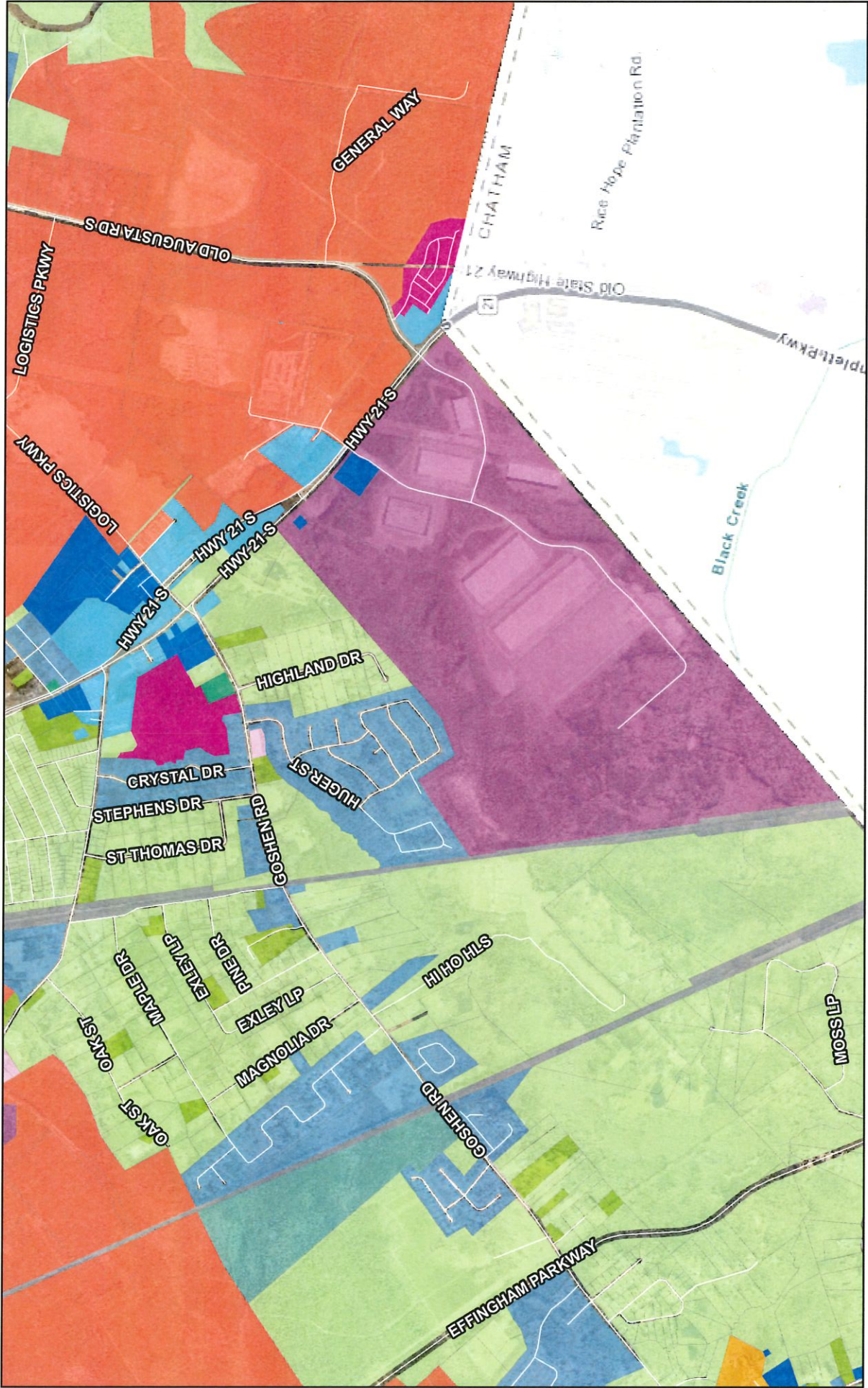


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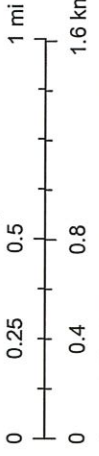
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HWY 21



5/18/2023

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- Tax Parcel Labels Effingham County Zoning
- R-1
 - R-2
 - R-3
 - R-4
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - AR-1
 - AR-2
 - PD
 - Other
- Roads

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin,
 INCREMENT P, USGS, METINASA, EPA, USDA

Exley North Tract, Effingham County GA

Noise Analysis Report

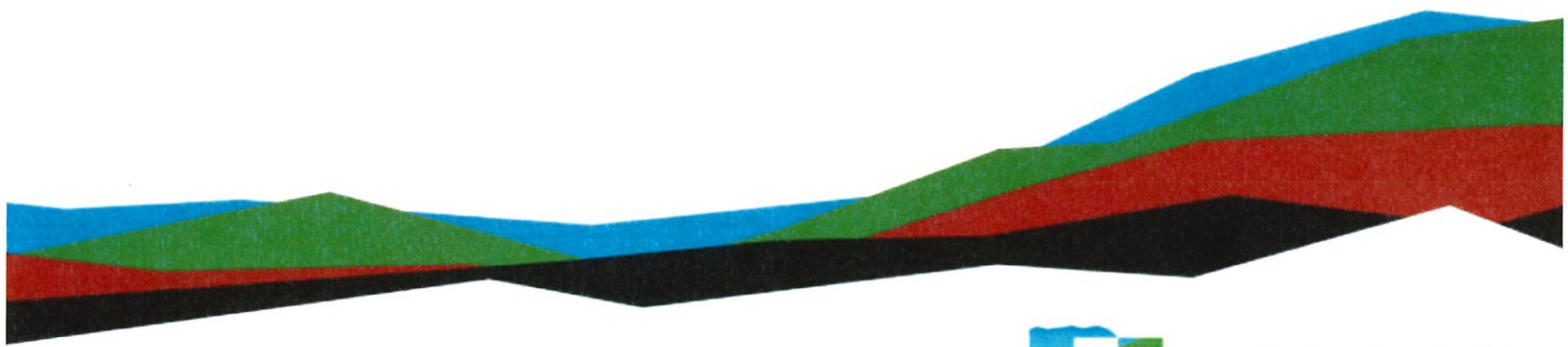
June 12, 2023 | Terracon Project No. JN237177

Prepared for:

T&T Exley Properties, LLC
PO Box 14544
Savannah, GA 31416

Prepared by:

SKELLY AND LOY
A  Terracon Company



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Skellyloy.com

June 12, 2023

T&T Exley Properties, LLC
PO Box 14544
Savannah, Ga 31416

Attn: Thomas L. Exley, Jr.

Re: Noise Analysis Report
Exley North Tract
Effingham County, GA
Terracon Project No. JN237177

Dear Mr. Exley:

We have completed the scope of Noise Analysis services for the above referenced project in general accordance with Terracon Proposal No. PJN237177 dated April 14, 2023. This report presents the findings of the noise analysis and berm height evaluation prepared using the conceptual site plans for Exley North Tract.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Skelly and Loy/Terracon



Bill Kaufell
Acoustics Group Leader



Paul DeAngelo
Senior Principal/Environmental Manager

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Report Summary

Topic	Overview Statement
Project Description	<p>The project site is approximately 265 acres in size. The development includes warehousing and commercial buildings and associated internal roadways and parking facilities. The site is currently undeveloped and adjacent to residential areas located to the north and industrial warehouses to the south. A sound level evaluation was completed to assess the background ambient conditions and future sound level associated with the 2 development concepts considered. Sound modeling was completed to assess the development using a 115' setback with a 25' berm, as well as a 300' Setback without a berm.</p>
Ambient Site Conditions	<p>Existing sound levels in the project area are primarily related to transportation sources, natural sounds (birds) and community activity that vary depending on the time of day. Ambient sound measurement sites representative of adjacent residential areas averaged 45-46 dBA and typical for suburban residential land use.</p>
Construction Noise	<p>Construction noise is considered a short-term impact. The degree of construction noise may vary for different areas of the project site and vary depending on the construction activities. Noise levels associated with the construction will also vary with the different phases of construction. Construction noise impacts are not anticipated. Any increase in noise associated with construction would be temporary.</p>
Operational Noise	<p>The results of the modeling presented in the section entitled Operational Noise indicate most of the sound emitted on the site (parking area, vehicle loading/unloading, truck deliveries, movement of vehicles internally) is primarily contained within the property with the 115' setback. Offsite noise at the sensitive receptor locations would be minimal with this concept due to the berm attenuation and the project is not anticipated to have a significant impact on surrounding community noise levels or sensitive receptors assuming at least a 25' berm (2:1 slope). The 300' Setback concept yielded increases in sound levels above the measured ambient conditions.</p>

Introduction

This report presents the results of our Noise Analysis services performed for the proposed Exley North Tract located in Effingham County, Georgia. The purpose of these services was to provide an estimate of the existing baseline ambient conditions and the operational noise conditions of the development, including:

- Ambient background sound measurements
- Operational Noise Estimate
- Berm Evaluation

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. Figure 1 outlines the conceptual plans for the property. Project-related noise sources include internal roadways, parking lot movements, and loading dock activities.

Item	Description
Plans Provided	Project Conceptual Layout (115' Setback), prepared by Thomas & Hutton, dated February 21, 2023. Berm Exhibit, prepared by Thomas & Hutton, dated April 2023 Project Conceptual Layout (300' Setback), prepared by Thomas & Hutton, dated June 8, 2023
Project Description	The project site is 265 acres in size. The development includes warehousing and commercial buildings with associated internal roadways and parking facilities. The site is currently undeveloped and adjacent to residential areas located to the north and industrial warehouses to the south. A sound level evaluation was completed to assess the background ambient conditions and future sound level associated with the 2 development concepts considered. Sound modeling was completed to assess the development using a 115' Setback with a 25' berm, as well as a 300' Setback without a berm.

Fundamentals of Noise

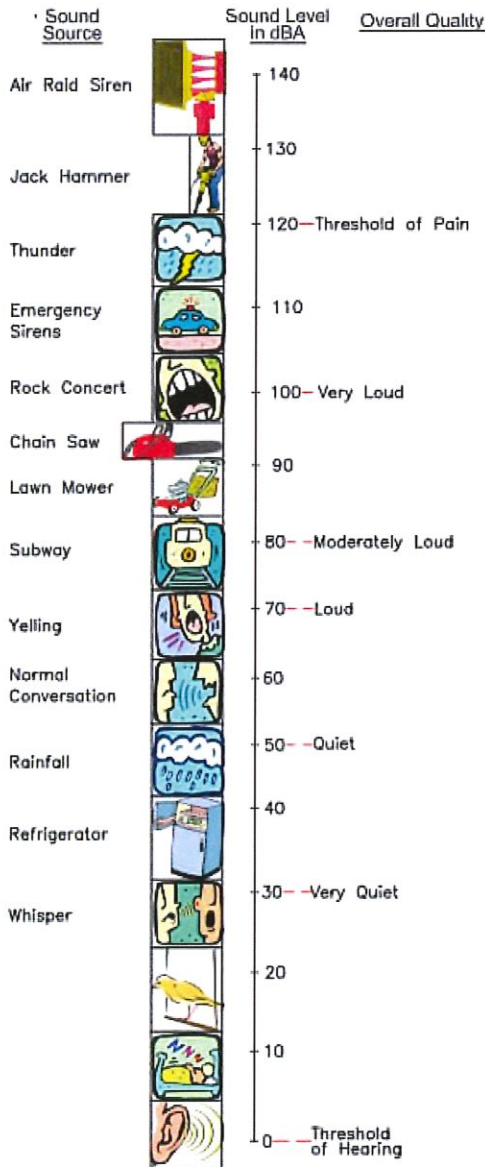
Noise is defined as "unwanted sound." Therefore, it can be considered a psychological phenomenon and not physical. The roar of race cars adds to the excitement of spectators and hence would be considered sound. This same roar may annoy nearby neighbors, thereby becoming noise. Similarly, the roar of a waterfall at 70 dBA may be pleasing to the ear and perceived as sound, while sound produced by traffic or industrial activities at that same intensity could justifiably be considered noise. Factors playing a role in the perception of sound include magnitude, amplitude, duration, frequency, source, and receiver. Nevertheless, researchers have established a fair correlation between the measurement of sound, the A-weighted decibel (dBA), and its associated perceived human response. The graphic below outlines common noise sources with associated sound levels in dBA.

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The A-weighted scale refines the sound measurement unit of decibels to match the response of the human ear. It accounts for the fact that sounds of equal amplitude, but different frequencies are not necessarily perceived to be equally loud. While the human ear can detect sounds from about 20 Hz to 20,000 Hz, it is more sensitive to middle and high range frequencies (i.e., 2,000 Hz). To account for this occurrence, the A-weighted scale has been developed to place an emphasis on those frequencies that are more detectable to the human ear. The A-weighted scale, which has been in existence for over 40 years, is generally used in community and city noise ordinances and is expressed in units of dBA (decibels in the A-weighting).

Because sound is actually an energy level, it must be recorded on a logarithmic scale and expressed in logarithmic units called decibels (dB). Given this scale, a doubling of amplitude will result in a three-decibel increase in total level. Typically, a change in sound level between 2 and 3 dBA is barely perceptible, while a change of 5 dBA is readily noticeable by most people. A 10

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dBA increase is usually perceived as a doubling of loudness; conversely, noise is perceived to be reduced by one-half when a sound level is reduced by 10 dBA.

Sound is also variable with the passage of time. When sound emission levels change (i.e., volume increased or decreased) or source/receptor relationships change (i.e., vehicle approaches and passes) over time, sound levels sensed at a given point can vary considerably. To account for this occurrence, several noise descriptors have been developed. Due to the fluctuations over time, environmental noise descriptors are generally based on averages, rather than instantaneous sound levels. The equivalent level or Leq is most commonly used in community noise studies. The Leq is the constant, steady-state sound level that, over a given period of time, would have the same acoustic energy as the actual varying level. In a sense, it is the average level, recognizing that the decibel is derived logarithmically. The Leq is reported for a given period of time, usually one hour, expressed Leq(h). In addition, Day-Night average sound level (Ldn) is used on community studies to describe the cumulative noise exposure during an average day. Ldn is often used by the US DOT in rail and air traffic noise studies.

As sound waves propagate from a source to a receiver, the level changes in magnitude and frequency content. Sound propagates outward spherically from a point source and decreases by 6 dB for each doubling of distance. When the propagation path is close to the ground, ground absorption affects the attenuation. Acoustically hard sites (pavement) would have minimal ground absorption while a soft site (grass) would further reduce the sound at a rate 1.5 dB per doubling of distance. Additional sound reductions occur as a result of atmospheric effects and shielding (barrier in path of source/receiver).

Regulatory Setting

The project is located within Effingham County, Georgia which does not have a quantitative noise ordinance which stipulates noise impact thresholds for compliance. While there are no state or local noise ordinances stipulating quantitative sound level impact thresholds, often local municipal noise ordinances use similar thresholds to establish impact and annoyance. Generally speaking, a common threshold is to use 60 dBA during the daytime and 55 dBA during the nighttime hours, typically represented as Leq(t) in dBA. As comparison, the FHWA and GA DOT uses 66 dBA Leq(h) as an impact threshold for highway projects.

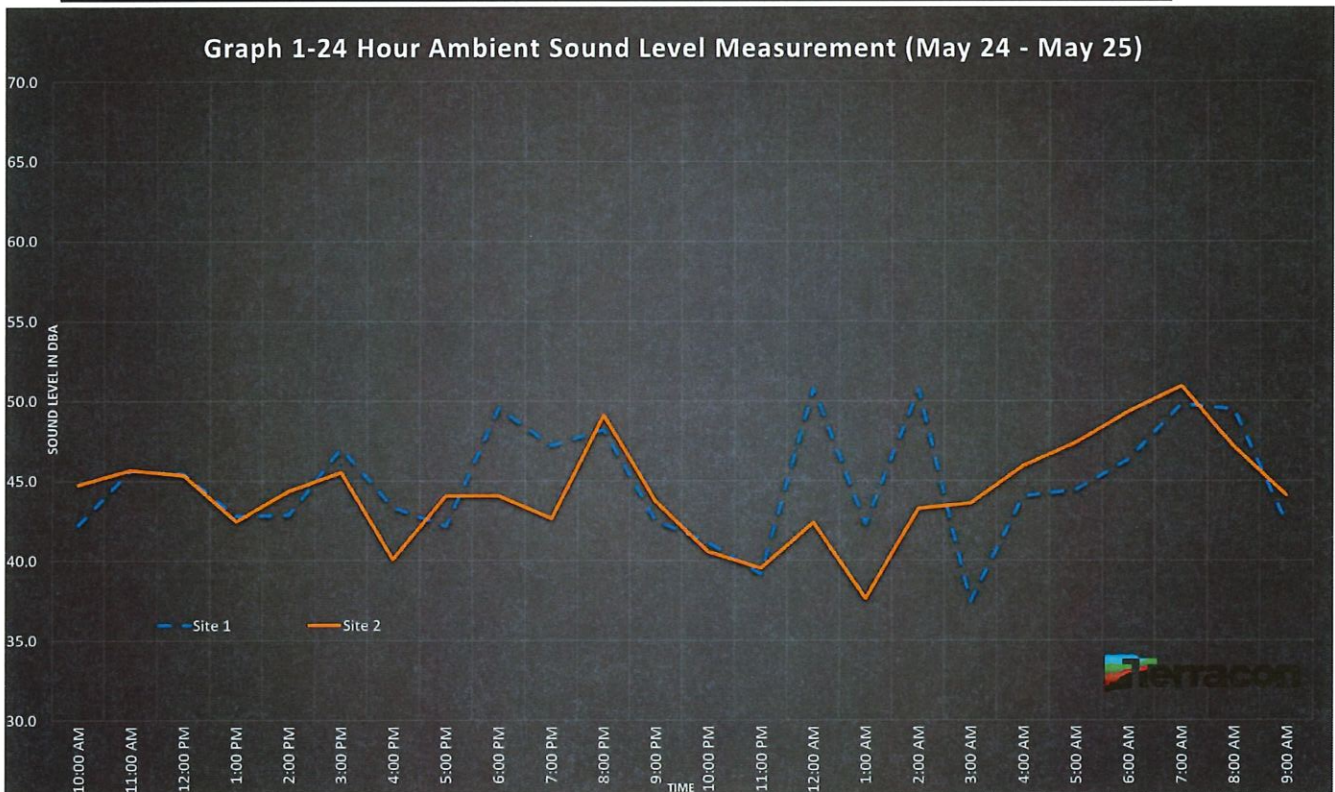
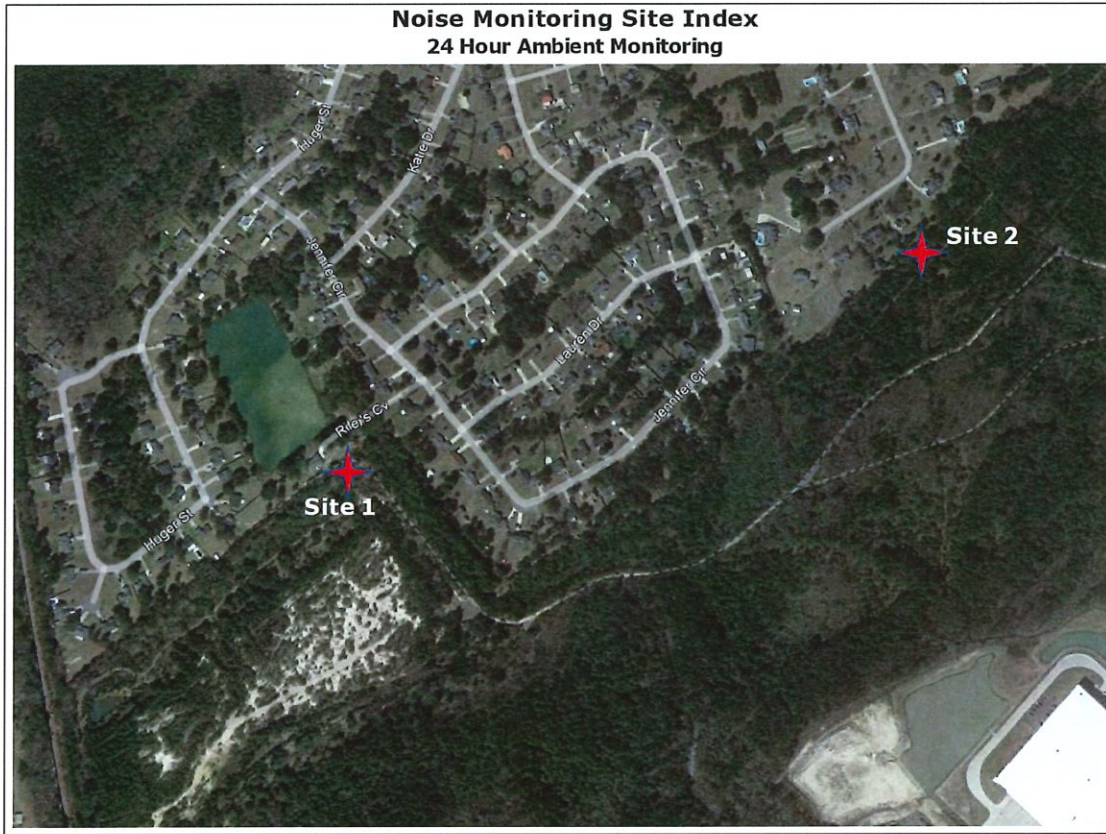
Existing Site Conditions

The project is located on an undeveloped parcel of property west of Highway 21 and south of Goshen Road in Effingham County, Georgia. Residential land uses are present to the north of the property and are comprised of single-family units in the Goshen Hills Plantation development and homes on Highland Drive. Ambient sound monitoring was completed on the project site to document the existing ambient sound levels. Two (2) Rion NL52 Type 1 Sound Level Analyzers were used to document the background sound levels over a 24-hour duration on May 24 through May 25, 2023. The locations of the measurements, as outlined on the noise monitoring site index below, correspond to the adjacent residential land uses that abut the project. A time-history of the measurements results for each location are presented in Graph 1 below.

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The existing acoustical environment is primarily influenced by local transportation noise sources, existing warehouse activities and community activity as well as the natural soundscape (birds). The daily fluctuation in sound over the 24-hour period was minimal and resulted in an average of 45-46 dBA at both locations. Ambient sound measurements are summarized in the table below.

Ambient Sound Measurement Summary

Sound Measurement Site	Day Sound Level Leq in dBA ¹	Overnight Sound Level Leq in dBA ²	24 Hour Sound Level Leq in dBA ³
M1	46.2	46.2	46.2
M2	46.0	44.7	45.4

¹ Day = 6AM to 10 PM
² Overnight = 10 PM to 6 AM
³ 24 Hour = 12PM to 12 PM

Operational Noise

The future operating acoustical environment for each proposed conceptual layout was simulated using the SoundPLAN v.5.1 software. SoundPLAN implements International Organization for Standardization (ISO) ISO-9613-2 1996 (Attenuation of sound during propagation outdoors – Part 2: General method of calculation), which is an international standard method for calculating sound during propagation outdoors to predict the levels of environmental noise at a distance from a variety of sources. A three-dimensional model was created to assess the sound propagation of the proposed facility. A digital terrain model was created using existing ground elevations and contours obtained from topographic mapping derived from USGS mapping at 1-meter intervals. The proposed grading for the site was incorporated into the overall terrain model.

The conceptual development site plans are outlined on Figure 1a (115’ Setback) and Figure 1b (300’ Setback). The sound model for the facility included all proposed buildings, internal roadways, proposed employee parking areas, truck parking facilities, loading docks and anticipated vehicle movements on the site (employee and trucks). Worst case operational assumptions were made based on overall parking capacity of the employee and truck parking facilities, unloading docks and internal roadways (peak hour traffic). The site traffic was provided by Thomas & Hutton and is summarized in the table below. The distribution of the traffic on the site roadways was based on the warehouse building locations and assumed PM peak as the worst case. Site traffic was assumed to be a mix of trucks (20%) and employee vehicles (80%) traveling 15 mph on the main internal roadway, and 10 mph on individual building roadways.

Exley Tract North ITE Traffic Estimates - Overall Trip Totals							
Bldg.	Total SF	AM Peak Total			PM Peak Total		
		AM Peak Total	Enter (77%)	Exit (23%)	PM Peak Total	Enter (27%)	Exit (73%)
1	521,640	88	68	20	90	24	66
2	95,000	37	28	9	39	11	28
3	277,000	59	45	14	61	16	45
4	7,800	26	20	6	29	8	21
5	119,700	40	31	9	42	11	31
Total:	1,021,140	250	193	58	261	70	191

SoundPLAN is capable of either predicting A-weighted sound levels at discrete receptors (single locations) or calculating sound contours given the three-dimensional terrain. Sound level projections were calculated for sensitive receptor locations (35 receptors) within close proximity of the project boundaries for each concept design. In addition, sound contour modeling was used for the proposed site to graphically display the future acoustical environment and illustrate the influence of the facility on adjoining properties. The sensitive receptor modeling locations, source locations and calculation area are located on Figure 2. The combined operational sound level projections for each of the sensitive receptors outlined on Figure 2 are found in the table below entitled Sound Modeling Summary. This table includes the estimated sound levels influence for each project concept, the increase over existing ambient sound levels, berm performance, and the overall sound level difference between the project concepts.

Sound level contributions at the sensitive receptor locations associated solely with the project site activities ranged from 37 to 53 dBA for the 300' Setback concept, and 32 to 44 dBA for the 115' Setback concept with berm. Considering the ambient background in the area is 45 dBA, up to an 8 dBA increase in sound was predicted at the closest locations to the facility for the 300' Setback concept. The sound levels for the 115' Setback concept with berm are predicted to be below the 45 dBA background. The 25' berm provides up to a 14 dBA reduction in sound levels, which is approaching the upper limit for sound attenuation (reduction) associated with noise mitigation. Additional analysis using a 3:1 slope concluded no material gain in acoustical performance while consuming more developable space.

The visual results (sound contours) of the sound dispersion model for the maximum worst-case operating condition scenario is depicted on Figure 3 for each concept. Figures 4a-1 through 4a-4 includes focus areas for the 115' Setback concept, while Figures 4b-1 through Figures 4b-4 include the focus areas for the 300' Setback concept.

Sound Modeling Summary - Exley North Property

Receiver	300' Setback Concept		115' Setback Concept with Berm			Sound Level Difference 300' Setback vs 115' Setback
	Sound Level	Increase over Ambient (45 dBA)	Sound Level w/ Berm	Increase over Ambient (45 dBA)	Berm Sound Level Reduction	
1	48	3	38	0	13	10
2	42	0	35	0	9	7
3	51	6	42	0	14	9
4	51	6	42	0	14	9
5	51	6	42	0	14	10
6	49	4	41	0	14	9
7	44	0	37	0	9	7
8	45	0	38	0	11	8
9	46	1	37	0	14	9
10	44	0	38	0	10	6
11	46	1	39	0	12	8
12	49	4	40	0	12	9
13	50	5	40	0	13	10
14	53	8	44	0	14	9
15	52	7	43	0	14	8
16	51	6	42	0	13	9
17	49	4	41	0	10	9
18	48	3	42	0	5	6
19	46	1	39	0	5	7
20	42	0	35	0	5	7
21	43	0	38	0	8	5
22	43	0	38	0	8	6
23	38	0	36	0	3	3
24	38	0	35	0	3	3
25	47	2	37	0	8	10
26	49	4	38	0	11	11
27	49	4	37	0	12	12
28	47	2	36	0	12	11
29	42	0	35	0	4	6
30	40	0	33	0	6	7
31	41	0	33	0	8	8
32	40	0	32	0	8	8
33	42	0	35	0	12	7
34	37	0	35	0	4	2
35	41	0	37	0	7	4

Noise Analysis Report

Exley North Tract | Effingham County GA

June 12, 2023 | Terracon Project No. JN237177

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Conclusion

The results of the modeling presented in the preceding section entitled Operational Noise indicate most of the sound emitted on the site is primarily contained within the property for the 115' Setback with 25' berm concept. Offsite noise at the sensitive receptor locations with a berm would be below measured ambient conditions and the project is not anticipated to have a significant impact on surrounding community noise levels or sensitive receptors with a berm. The 300' Setback concept yielded a noticeable increase in sound over the measured baseline conditions (up to 8 dBA). The berm concept would provide a more favorable acoustical condition over the 300' Setback concept based on comparing the projected increase over existing sound levels.

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***DEVELOPMENT OF REGIONAL IMPACT
REPORT***

**Prepared for
Effingham County, Georgia
DRI #3966
Exley North
May 10, 2023**



*Prepared by:
Coastal Regional Commission
1181 Coastal Dr. SW
Darien, GA*

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1. APPLICATION INFORMATION

1.1 Jurisdiction

Effingham County, Georgia DRI # 3966

Exley North

1.2 Developer/Applicant

T&T Exley, Atlantic Investors (agent)
912-658-4292
murraymarshall@comcast.net

2. PROJECT DESCRIPTION

2.1 Summary

DRI# 3966 Exley North, is a proposed project to entail industrial development on the Exley North property located off Hwy 21, just north of the Georgia International Trade Center (GITC) development. The proposed project will also entail commercial development along the Hwy 21 frontage. The project size is described as three buildings totaling approximately 900,000 SF of warehouse distribution. Two buildings totaling approximately 127,500 SF of commercial use buildings and trailer storage for approximately 220 trailers.

3. PARCEL DATA

3.1 Size of Property

The project site consists of four parcels of land 0466D011 (24.22 acres), 0466D009 (90.18 acres), 0466D001(132.42 acres),and 0466D006 (27.18 acres).

3.2 General Location

Latitude: 32.244631 Longitude: -81.206191-located on Exley North property located off Hwy 21 just north of the Georgia International Trade Center.

4. LAND USE INFORMATION

4.1 Site Map

The site plan for use of the property is attached.

4.2 Built Features

The site is currently vacant.

4.3 Future Development Map Designation (Character Area)

The Future Land Use Map from Effingham County's comprehensive plan indicates that the project site is designated as Industrial with a portion of the property designated as Agricultural.

4.4 Zoning District

The site is currently zoned PDMU-Planned Development Mixed Use. The applicant is seeking to amend the PDMU zoning to replace multifamily residential development with warehouses. Commercial development is still planned.

5. CONSISTENCY AND COMPATIBILITY ANALYSIS

5.1 Consistency with the Comprehensive Plan

The Effingham County Comprehensive Plan was adopted in 2019. The Future Land Use Map designates the DRI property as Industrial and a portion of parcel 466D-1 as Agriculture. The Regional Future Development Map designates the proposed site as developed, developing, and rural. The ARSA Map has the project area as an area in need of redevelopment, an area of rapid development, and an area of significant natural resources. The Green Infrastructure Map of the area shows core and corridor areas on and around the project site. Additional maps from the Development of Regional map include Wetlands, Rivers, and FEMA information. The maps are attached at the end of the report.

6. CONSISTENCY WITH REGIONAL PLAN OF COASTAL GEORGIA

6.1 Regional Development Map and Defining Narrative

The Regional Development Map illustrates the desired future land use patterns from the regions' Areas Requiring Special Attention and the regions' Projected Development Patterns using the following categories:

- | | |
|-----------------|---------------|
| a. Conservation | c. Developed |
| b. Rural | d. Developing |

The Regional Future Development Map illustrates the area as developed. Developed areas currently exhibit urban type development patterns, and currently have access to urban services. These areas typically include higher density residential areas, along with industrial and commercial developments.

6.2 Guiding Principles of the Regional Plan

Guiding Principles identify those overarching values which are to be utilized and evaluated for all decisions within the region. This section provides the analysis of the consistency between the proposed DRI and the Guiding Principles in the Regional Plan.

6.3 Guiding Principles for Water and Wastewater

Seven guiding principles are identified in the Regional Plan for water and wastewater:

1. Require the use of green building strategies to minimize water demand.
2. Promote the use of a standardized protocol to forecast water needs to meet reasonable future water needs throughout region.
3. Promote use of purple pipe and grey water techniques and use of surface water in addition to groundwater where appropriate.
4. Promote water conservation through use of a tiered rate system.
5. Promote the use of the best available technology, dependent on soil type, for wastewater treatment.
6. Large areas of Coastal Georgia are beyond the reach of urban wastewater infrastructure, or centralized wastewater treatment facilities. To ensure sustainable communities, require proper siting, design, construction, use, and maintenance of decentralized wastewater treatment, or ISTS (Individual Sewage Treatment Systems).
7. Pursue regional coordination in provision of water and wastewater facilities.

6.4 Guiding Principles for Stormwater Management

Five guiding principles are identified in the Regional Plan for Stormwater Management:

1. Encourage development practices and sitings that do not significantly impact wetlands and habitat areas or allow for the preservation and conservation of wetlands and habitat areas through appropriate land use practices.
2. Promote the use of coast-specific quality growth principles and programs, such as the Green Growth Guidelines, Earthcraft Coastal Communities and the Coastal Supplement to the Georgia Stormwater Management Manual, to guide site planning and development.
3. Minimize impervious coverage wherever possible. The level of impervious cover in a development, rather than population density, is the best predictor of whether development will affect the quality of water resource.
4. Develop stormwater programs across the region.
5. Pursue State-level funding for regional water quality monitoring activities due to the statewide importance of coastal waters and estuaries.

6.5 Guiding Principles for Transportation

Seven guiding principles are identified in the Regional Plan for Transportation:

1. Provide the forum and the support to coordinate regional multi-modal transportation, including rail, airports, and public transportation, and also the planning and development of street connectivity and transit-oriented developments.
2. Promote the establishment of regional transportation compact(s) to provide a forum for local governments and MPO's to communicate and discuss transportation issues and decisions in the Coastal Region. These compacts do not replace the existing federal and State processes mandated in law, but provide a forum to communicate issues, ideas and discussions.
3. Promote coordination among agencies and jurisdictions in development of a region-wide, multi-modal transportation network, including transit, where applicable.
4. Encourage the coordination of transportation network improvements and land use planning.
5. Promote coordinated public infrastructure and school location planning with land use planning.
6. Maintain a human scale environment with context sensitive design practices.
7. Work to establish dedicated revenue source(s) for transportation improvements.

6.6 Guiding Principles for Historic and Cultural Resources

Eleven guiding principles are identified in the Regional Plan for Historic and Cultural Resources:

1. Encourage local governments to examine proposed development areas prior to development approval and require mitigation to significant resources.

2. Encourage development practices and sitings that do not significantly impact cultural and historical areas.
3. Maintain viewsheds of significant cultural and historic assets.
4. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
5. Designate culturally and/or archaeological and/or historically significant resource management areas for potential acquisition and/or protection.
6. Educate residents and visitors regarding the statewide importance of this region's cultural and historic resources.
7. Encourage utilization and cooperation of museums, universities, foundations, non-government organizations, professional associations, and private firms to advise and monitor management.
8. Promote the establishment of partnerships for the development and utilization of incentives to restore, remediate or reuse cultural resources as appropriate.
9. Compile the traditional lore and knowledge of local people and integrate their understandings and practices into planning and development.
10. Encourage coordination among agencies and jurisdictions in developing and funding heritage conservation land uses and ensuring public access to publicly held and supported conservation areas.
11. Promote designation of Main Street and Better Home Town Communities.

6.7 Guiding Principles for Natural Resources

Twenty guiding principles are identified in the Regional Plan for Natural Resources:

1. Promote the protection, restoration, enhancement and management of natural resources.
2. Continue the traditional use of land and water (such as farming, forestry, fishing, etc.) as feasible, provided that any significant impacts on resources can be prevented or effectively mitigated.
3. Protect and enhance Coastal Georgia's water resources, including surface water, groundwater, and wetlands and ground water recharge areas.
4. Protect and enhance water quality, quantity and flow regimes.
5. Commit to investing in the protection of natural resources before any restoration and/or remediation is needed.
6. Encourage the restoration and protection of wetlands to provide flooding, storm and habitat protection.
7. Maintain viewsheds of significant natural resources.
8. Enhance access to natural resources for recreation, public education, and tourist attractions as appropriate within the protection mission.
9. Encourage utilization of universities, foundations, and non-government organizations to advise, monitor, and enhance management.

10. Promote the establishment of partnerships and funding mechanisms for the development and utilization of incentives to restore, rehabilitate, protect or reuse natural resources as appropriate.
11. Encourage development practices and sitings that do not significantly impact environmentally sensitive areas.
12. Promote low impact design practices that protect natural resources.
13. Promote to local governments a program of monitoring installation and impacts of individual and community docks along the coast.
14. Promote the monitoring of cumulative impacts of waterfront development along the coast.
15. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
16. Encourage the development and use of a method to place a value on ecosystem services.
17. Promote the identification of innovative funding sources and development of ecosystem services markets (e.g. carbon, storm buffers, traditional land and water uses).
18. Promote the Adopt-a-Wetland program in areas that can be used as reference sites and that are within projected development areas.
19. Encourage coordination among agencies and jurisdictions in developing and funding conservation land uses and ensuring public access to publicly held and supported conservation areas.
20. Encourage coordination among agencies in studying the impacts of climate change and sea level rising.

6.8 Guiding Principles for Regional Growth Management

Twenty-three guiding principles are identified in the Regional Plan for Growth Management:

1. Encourage development that enhances the desired character of each of the region's cities and towns.
2. Avoid establishment of new land uses which may be incompatible with existing adjacent land uses.
3. Protect our military installations from land use changes that jeopardize their mission through creation or implementation of Joint Land Use Studies (JLUS).
4. Promote growth in those areas that can be efficiently served by infrastructure, such as water, wastewater and transportation.
5. Encourage infill development as an alternative to expansion.
6. Focus new development in compact nodes that can be served by public or community infrastructure providers.
7. Maintain and enhance the scenic character of our rural highways and county roads.
8. Encourage clustered developments, particularly in areas that are suitable and proposed for development, that maximize open spaces, protect natural, cultural and historic resources, preserve wildlife habitat, and include green, low impact development strategies.

9. Encourage local governments to allow green, low impact developments as an alternative to traditional development standards and develop incentives encouraging their use.
10. Limit development in sensitive areas located near marshes and waterways, to low impact development that maintains our coastal character, while recognizing and protecting the sensitive environment.
11. Strongly encourage that new developments have minimal impacts on vital wetlands, coastal hammocks, marshes, and waterways.
12. Discourage lot-by-lot water and wastewater treatment systems for multiple lot developments.
13. Promote green building techniques to maximize energy efficiency and water conservation and minimize post construction impacts on the environment.
14. Encourage the development of a “transfer of development rights” (TDR) program.
15. Encourage development and compliance with minimum uniform land use and development standards for all local governments to adopt within the region.
16. Encourage coordination among agencies and jurisdictions in land use planning, regulation, review and permitting.
17. Promote affordable housing options.
18. Encourage the placement of new schools near existing infrastructure.
19. Partner with state, federal, non-governmental organizations and local governments to provide guidance on critical natural areas, land conservation efforts, and land use practices within each jurisdiction. Provide assistance in all outreach efforts forthcoming from this initiative.
20. Pursue opportunities for continuing education as it relates to regional issues.
21. Encourage enactment of impact fees to defray costs of new development.
22. Consider planning and/or managing a catastrophic event.
23. Promote reduction, reuse and recycle practices.

6.9 Guiding Principles on Business and Industry

Fourteen guiding principles are identified in the Regional Plan for Business and Industry.

1. Promote strategic distributions of business and industry across the region consistent with natural, cultural, historic and industrial resource strategies and encourage partnerships and collaboration between economic development agencies.
2. Investigate ways to share costs and benefits across jurisdictional lines for both regional marketing and project support.
3. Incorporate community plans for the strategic use of land for manufacturing, distribution, etc., while recognizing and respecting natural resources and the unique differences between communities.
4. Coordinate with the Georgia Ports Authority (GPA) to identify their needs and identify mechanisms for the economic development industry

- to strengthen the GPA and its presence in logistics, distribution, and workforce development.
5. Leverage and incorporate the region's military installations (Fort Stewart Army Base, Hunter Army Airfield and Kings Bay Naval Base) and the Federal Law Enforcement Training Center to recruit economic development projects.
 6. Incorporate Herty Advanced Materials Development Center's experience and position as a development center for the commercialization of materials and create incentives to retain a portion of pilot plant opportunities as new Georgia industries and to assist development authorities in increasing recruitment win rates.
 7. Promote the historic nature, natural beauty and successful past and present performance of Coastal Georgia as a location site for film and clean high-tech industry and as a recruitment tool for opportunities.
 8. Incorporate the Center of Innovation's (COI) statewide logistics plan into a regional strategy to assist in the recruitment of companies and leverage as support for industry.
 9. Coordinate federal, State and local economic development funding programs and initiatives that affect the coast.
 10. Enhance workforce development by collaborating with business, industry, and planning of educational entities that provide necessary workforce skills.
 11. Increase existing industry retention and expansion rates.
 12. Promote downtown revitalization efforts to enhance job creation and location of business and offices within downtown areas.
 13. Incorporate current and future needs for housing, infrastructure, and natural resource protection into economic development initiatives.
 14. Encourage international economic developments that support strategic industry sectors.
 15. Enhance economic development and tourism opportunities by increasing cross functional communication.

6.10 Guiding Principles for Agricultural Lands

Ten guiding principles are identified in the Regional Plan for Agricultural Lands.

1. Strongly discourage the conversion of prime farmland to urban uses as it represents a loss to the region's landscape.
2. Wise use and protection of basic soil and water resources helps to achieve practical water quality goals and maintain viable agriculture.
3. Viable agriculture is the backbone of a functioning network of agriculture, open space, and natural areas and a range of strategies should be used to ensure the value of agricultural land.
4. Promote learning about culinary traditions and culture.
5. Encourage agricultural biodiversity.
6. Promote local food traditions and provide opportunity for education of where food comes and how our food choices affect the rest of the world.
7. Promote connecting producers of foods with consumers through events and farmers markets.

8. Promote biodiversity through educational events and public outreach, promoting consumption of seasonal and local foods.
9. Promote community gardens within urban settings.
10. Encourage regional tasting events of local foods, music, talks, forums, workshops, and exhibitions in favor of local agricultural products.

6.11 Guiding Principles for Communities for a Lifetime - Livable Communities

Twelve guiding principles are identified in the Regional Plan for Communities for a Lifetime/Livable Communities:

1. The CRC promotes the concept of Lifelong Communities – places where people of all ages and abilities have access to the public landscape and services which enable them to live healthy and independent lives.
2. For a Lifelong Community to be truly successful it must be a complete community. Complete communities include the direct characteristics that at a minimum meet the needs of the user population, but also provided for a greater civic good by including elements that are beneficial to the environment, sensitive to a broad population and embrace economic/financially feasible regimes.
3. The region will encourage and promote the underlying issues that must be included in a Lifelong Community. The seven (7) basic tenets of a Lifelong Community are:
 - a. Connectivity – the physical connection of streets, pedestrian networks and public spaces that promote ease of access, a direct coexistence with the existing urban fabric and barrier free mobility for all.
 - b. Pedestrian access and transit – focuses on the access to public or privately supported methods of mass transit-oriented forms of mobility and focuses on pedestrian forms of mobility as a primary or equal method of transportation when compared to conventional vehicular modes.
 - c. Neighborhood retail and services – proximity to vital and relevant supporting uses and services are necessary for a successful Lifelong Community. Mixture of uses, walkable streets and services oriented to a range of population needs is the context of this issue.
 - d. Social interaction – social interaction with the full range of the population is a proven requirement of lifelong communities. Pedestrian accessible streets and dwellings, a full stratum of dwelling types, community programming elements and careful placement of improvements are key components in creating a socially vibrant community.
 - e. Dwelling types – a range of dwelling types within a walkable range is crucial to meet the social, economic and physical goals of a lifelong community. Creative architectural and planning solutions, a strong but flexible regulatory framework and policies that promote efficient and sustainable methods of construction are among the crucial requirements of this issue.

- f. Healthy living – accessibility to fitness, education, cultural and health maintenance programming elements are vital to a successful lifelong community and are the primary concerns of this issue.
 - g. Environmental and Sustainable Solutions – the creation of a complete community includes provisions for the appropriate preservation of natural and cultural resources. Promotion of sustainable construction techniques, preservation of natural and cultural resources, innovative methods of power generation and integrated food production are among some of primary components related to successfully executing this issue.
4. The region will determine its “aging readiness” to provide programs, policies and services that address the needs of older adults.
 5. The region will determine its “aging readiness” to ensure that communities are “livable” for persons of all ages.
 6. The region will harness the talent and experience of older adults
 7. To determine “age readiness,” local comprehensive plans should review:
 - a. Demographics;
 - b. Quantity, quality, and type of existing housing stock;
 - c. Land use patterns; and
 - d. Quantity, quality, and type of recreational needs.
 8. Comprehensive plans will promote development patterns and design features to meet the needs of seniors.
 9. Comprehensive plans and ordinances will promote Universal Design/Accessible Building Standards for buildings as well as recreational areas.
 10. Comprehensive plans will include goals and objectives that specifically address the aging population.
 11. Consider seniors and the elderly when reviewing site plans for new construction and/or renovations.
 12. The region will ensure comprehensive plans permit basic services within walking distance recognizing it is a great convenience for all residents but an absolute necessity for an aging population.

6.12 Guiding Principles for Coastal Vulnerability and Resilience

Three guiding principles are identified in the Regional Plan for Coastal Vulnerability and Resilience.

1. The region believes that a community’s resilience is measured by its sustained ability to prepare for, respond to, and fully bounce back from crises.
2. The regions strength is in our community’s resilience and in understanding the region’s vulnerabilities, and in taking positive collective actions to limit the impact of a disruptive crisis, and recovering rapidly from disasters.
3. The region believes in collaborating with a wide range of community resilience experts, community leaders and private sector partners to work together to increase collective capacities to respond to adversity with increased resources, competence, and connectedness to one another.

7. REGIONAL RESOURCE PLAN AND RIR

7.1 The Regional Resource Plan

The Regional Resource Plan (RIR) identifies Cultural and Historic and Natural Resources of regional importance. The Regional Resource Plan provides recommended best development practices, protective measures and policies for local governments to use within one mile of a regionally important resource. The project site includes wetlands and floodplains. It is suggested that the proper steps are taken regarding wetland impacts and that any wetland impacts be permitted by the USACE.

7.2 Area Requiring Special Attention

The Areas Requiring Special Attention map designates the site as an area in need of redevelopment, an area of rapid development, and an area of significant natural resources. The previous DRI submissions for this area of land prompted the ARSA map to assign such development patterns. The land is currently vacant.

7.3 Natural Resources

Green Infrastructure

The U.S. Environmental Protection Agency defines Green Infrastructure as management approaches and technologies that utilize enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. This management approach attempts to keep stormwater onsite. It incorporates vegetation and natural resources as much as possible in development and redevelopment.

Green Infrastructure has a number of benefits, including reduced runoff, groundwater recharge, higher air quality, better aesthetics, reduces costs, lowers impacts on climate change, and provides environmental benefits that surpass improved water quality.

Coastal Georgia's Green Infrastructure network is defined as a natural life support system of parks and preserves, woodlands and wildlife areas, wetlands and waterways, greenways, cultural, historic and recreational sites and other natural areas all with conservation value. A potential impact as a result of premature or poorly planned conversion of land to other uses is the failure to adequately protect and conserve natural resources such as wetlands, flood plains, native vegetation, lakes, streams, rivers, natural groundwater aquifer recharge areas, and other significant natural systems. The river corridors, floodplains and tributary streams are considered to be critical green infrastructure components, as they supply key social, economic and environmental benefits for local communities and provide important habitats for wildlife.

Green infrastructure planning provides an alternative to what is common practice in many communities: conserving land on a piecemeal basis without the benefit of a large framework plan that allows a comprehensive approach to land conservation. Areas of protected open space should follow natural features for recreation and conservation purposes, including greenways that link ecological, cultural and recreational amenities.

Green Infrastructure shall be considered first in the planning process and in reviewing comprehensive plans, zoning, development review processes and performance standards.

Principles for green infrastructure include identifying what is to be protected in advance of development; providing for linkage between natural areas; and designing a system that operates at different functional scales, across political jurisdictions, and through diverse landscapes. Additional principles include sound scientific and land use planning practices, providing funding upfront as a primary public investment (for example, through a dedicated tax or other funding mechanism), emphasizing the benefits to people and nature, and using the green infrastructure as the planning framework for conservation and development. The concept of green infrastructure planning is based on a strategic approach to ensuring environmental assets of natural and cultural value are integrated with land development, growth management and built infrastructure planning at the earliest stage.

Greenspace or greenway land needs to be set aside for pedestrian, equestrian, and bicycle connections between schools, churches, recreation areas, city centers, residential neighborhoods, and commercial areas. Open-space, parks, trails, greenways, and natural undeveloped land are not individual but an integrated and organized system. Green infrastructure is as an interconnected system. Key physical, natural, ecological, landscape, historical, access and recreational assets contribute to the functionality of the green infrastructure network. The green infrastructure network weaves together a network of recreational and nature areas. Properly planned greenways provide efficient pedestrian linkages that can serve as alternative transportation to and from work, to services and other daily destinations. Greenway linkages serve as outdoor recreation for biking, walking, and jogging. Green infrastructure encourages the creation of transportation corridors and connections, which can foster ecotourism, tourism and outdoor recreation. It is recommended that the developer identify the most efficient solutions that will negate or limit the impact on the areas of significant natural resources that lie within the development site.

7.4 Wetlands

According to the applicant/developer, the project site contains wetlands and a wetlands study will be required during development plan review process. Any wetlands impacts will be permitted by the USACE.

8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDDS)

8.1 Population and Employment Trends

County	2000	2010	2020	2030
Effingham	37,535	52,250	80,563	112,062

Source: U.S. Census; Georgia Office of Planning and Budget

The county’s population is expected to grow from its 2000 level of 37,535 to 112,062 by 2030, according to the US Census and the Governor’s Office of Planning and Budget. The Coastal Region’s population in 2030 is projected to be 962,956, which is an increase from the 2000 level of 558,350.

Effingham County, is a growing county in the region and had a 2019 population estimate of 64,296 according to the US Census. The 2010 Census population of Effingham County in 2000 was 37,535.

The Coastal Georgia region supported 312,400 jobs in 2000, and is expected to support 435,050 jobs in 2030. The Effingham County unemployment rate in 2017 was 4.1 percent.

9. CRC Resources

9.1 Coastal Stormwater Supplement

The CRC applauds Effingham County for adopting the CSS Ordinance and/or ensuring the Coastal Stormwater Supplement (CSS) is implemented for stormwater management.

9.2 Regional Design Guidelines

The CRC recommends that the Effingham County ensure that new development creates an environment that contributes to the region’s character. The *Georgia Coastal Regional Character Design Guidelines* for the development are appropriate to implement quality growth. The CRC also recommends that Effingham County and the developer/applicant continue to work with the City of Savannah regarding the municipal water supply agreement and affects that developments may have if this water supply is utilized.

**SITE PLAN
PROVIDED BY THE APPLICANT**





**EFFINGHAM COUNTY
FUTURE LAND USE MAP
& ZONING DISTRICTS MAP**

DRI #3966 – Exley North - PD Amendment (Parcels 466D-1,6,9,11)

Effingham Future Land Use Map (with location of DRI shown)

- **Attached**

A location map /exhibit of the project

- **All maps show location of parcel in relation to major roads.**

A site plan / conceptual drawing of the proposal

- **Attached**

What is the future land use map designation of the DRI site in the comp plan?

- **Industrial**

Industrial	
This category is for land dedicated to manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities, mining or mineral extraction activities, or other similar uses.	Light Industrial (I-1)
	General Industrial (I-2)

What is the current zoning of the DRI site?

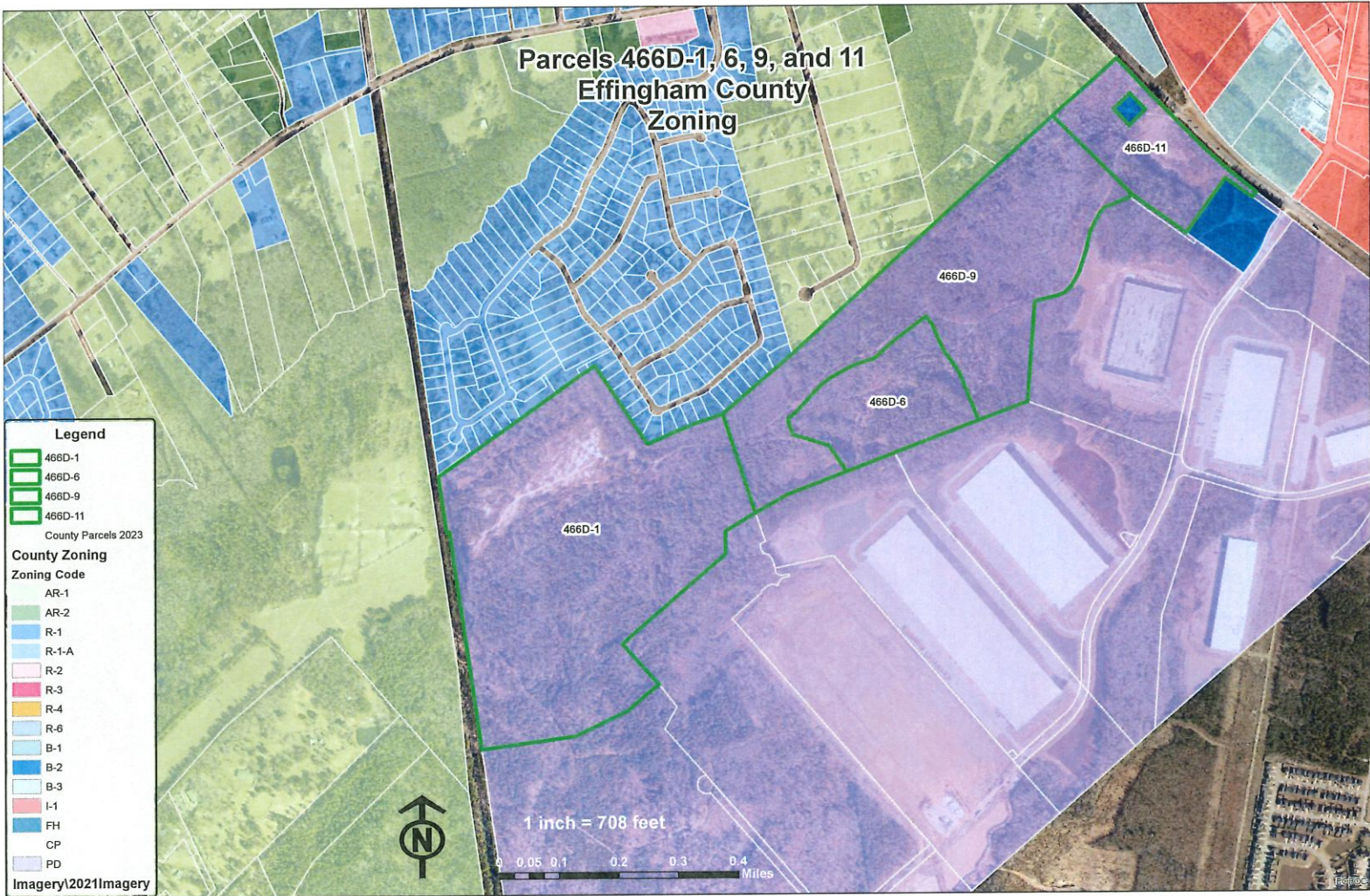
- **Zoning exhibit attached. Parcels 466D-1,6,9,11 are zoned PDMU-Planned Development Mixed Use. The original proposal (DRI# 1864) included warehouses, commercial development, and multifamily residential development.**

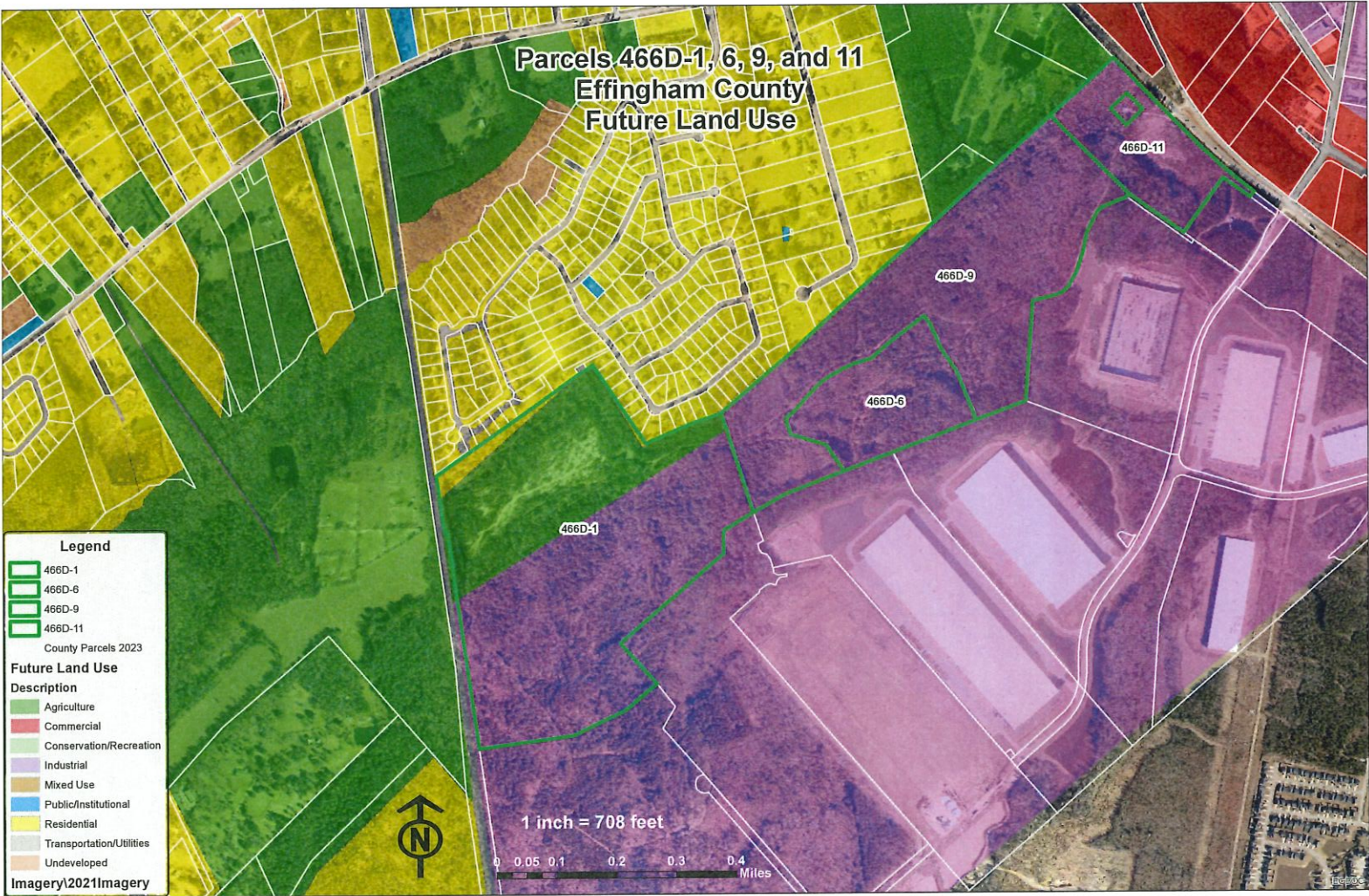
What is the proposed zoning for the DRI site?

- **Applicant seeking to amend the PDMU zoning to replace multifamily residential development with warehouses. Commercial development is still planned.**

Is the site of the DRI currently vacant?

- **The site is currently vacant.**





DEVELOPMENT OF REGIONAL IMPACT MAPS

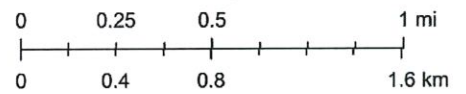
DRI Regional Map



4/18/2023, 9:11:15 AM

1:36,112

- DRI - 2001-2017 Submission
- DRI - 2020 Submission
- DRI - 2021 Submission
- DRI - 2022 Submission
- Counties
- Cities



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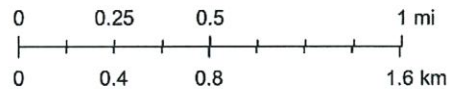
DRI Map



4/18/2023, 8:24:11 AM

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- DRI - 2001-2017 Submission
- DRI - 2022 Submission
- DRI - 2020 Submission
- DRI - All Submissions
- DRI - 2021 Submission
- Rivers



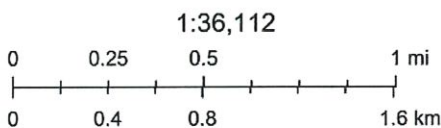
Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Regional Future Development Map



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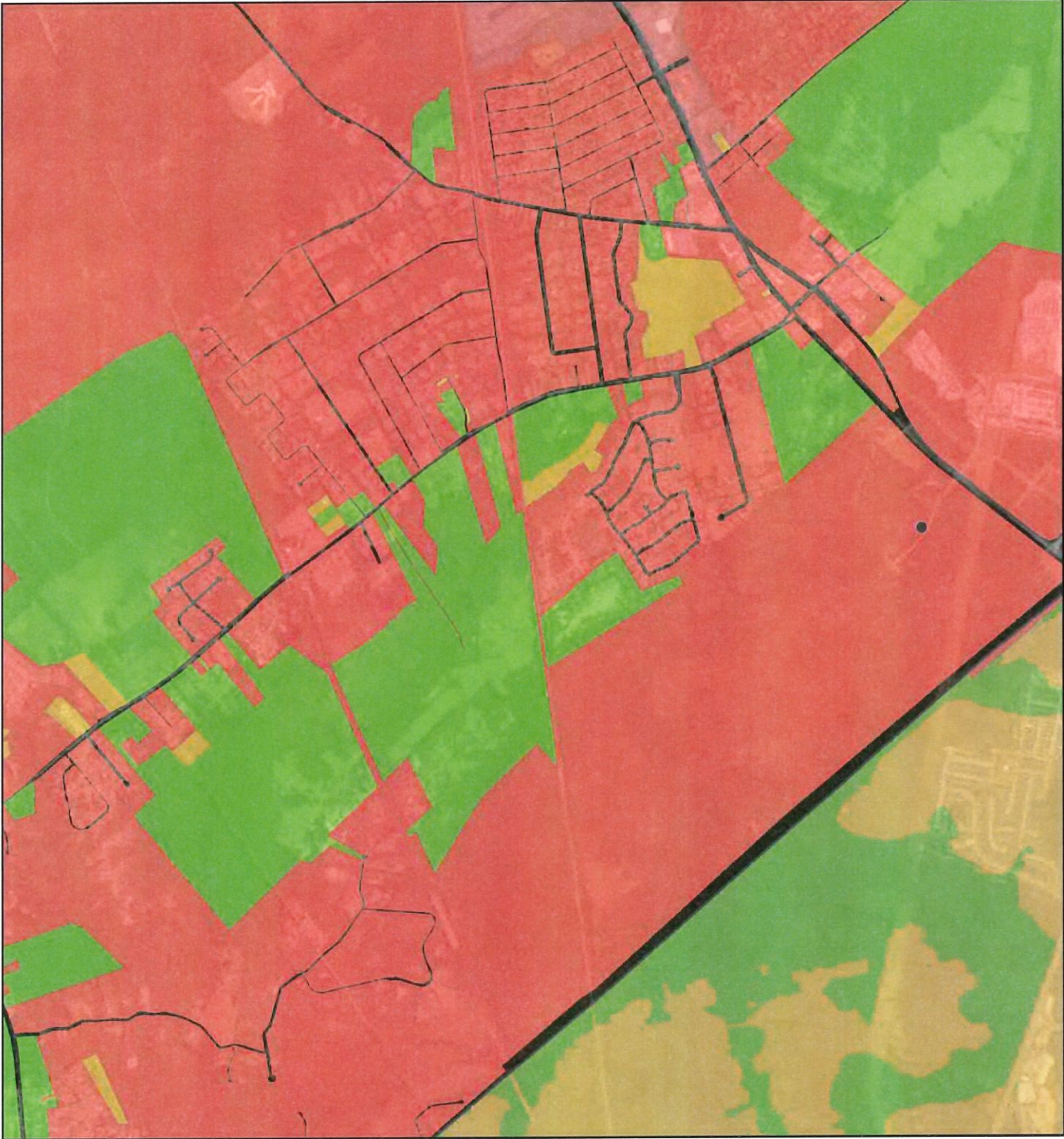
- Counties
- Cities
- Future Development
 - Developed
 - Developing
 - Rural



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



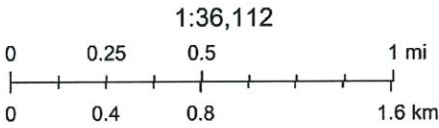
Regional Future Development Map



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- Counties
- Cities
- Developing
- Rural

Future Development
Developed




Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ARSA Regional Map



4/18/2023, 9:12:35 AM

ARSA - Areas Requiring Special Attention

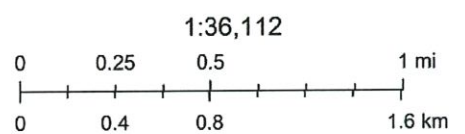
 Areas in Need of Redevelopment

 Areas of Rapid Development

 Areas of Significant Natural Resources

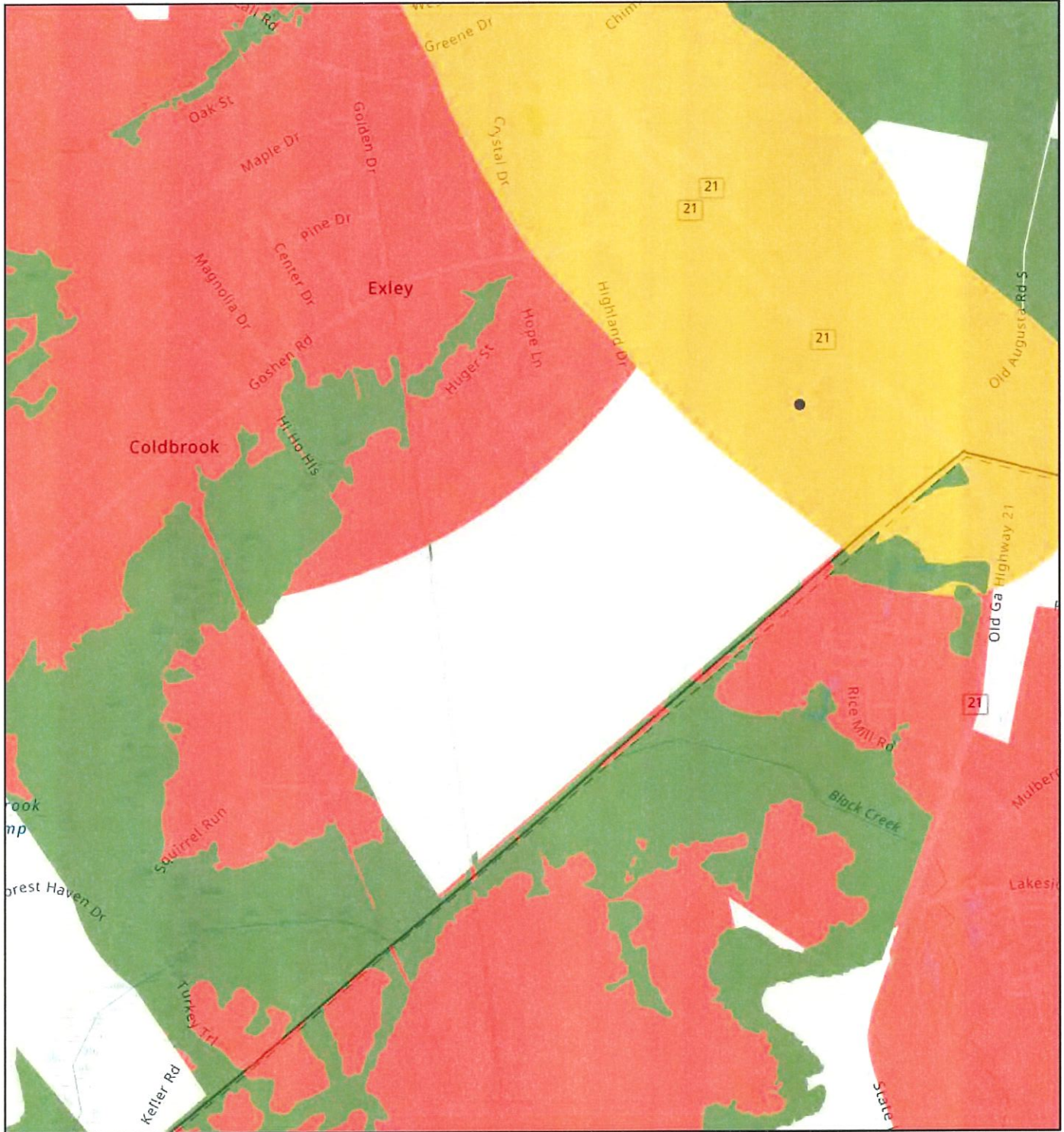
 Cities

Cities



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ARSA Regional Map

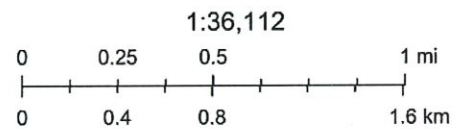


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ARSA - Areas Requiring Special Attention

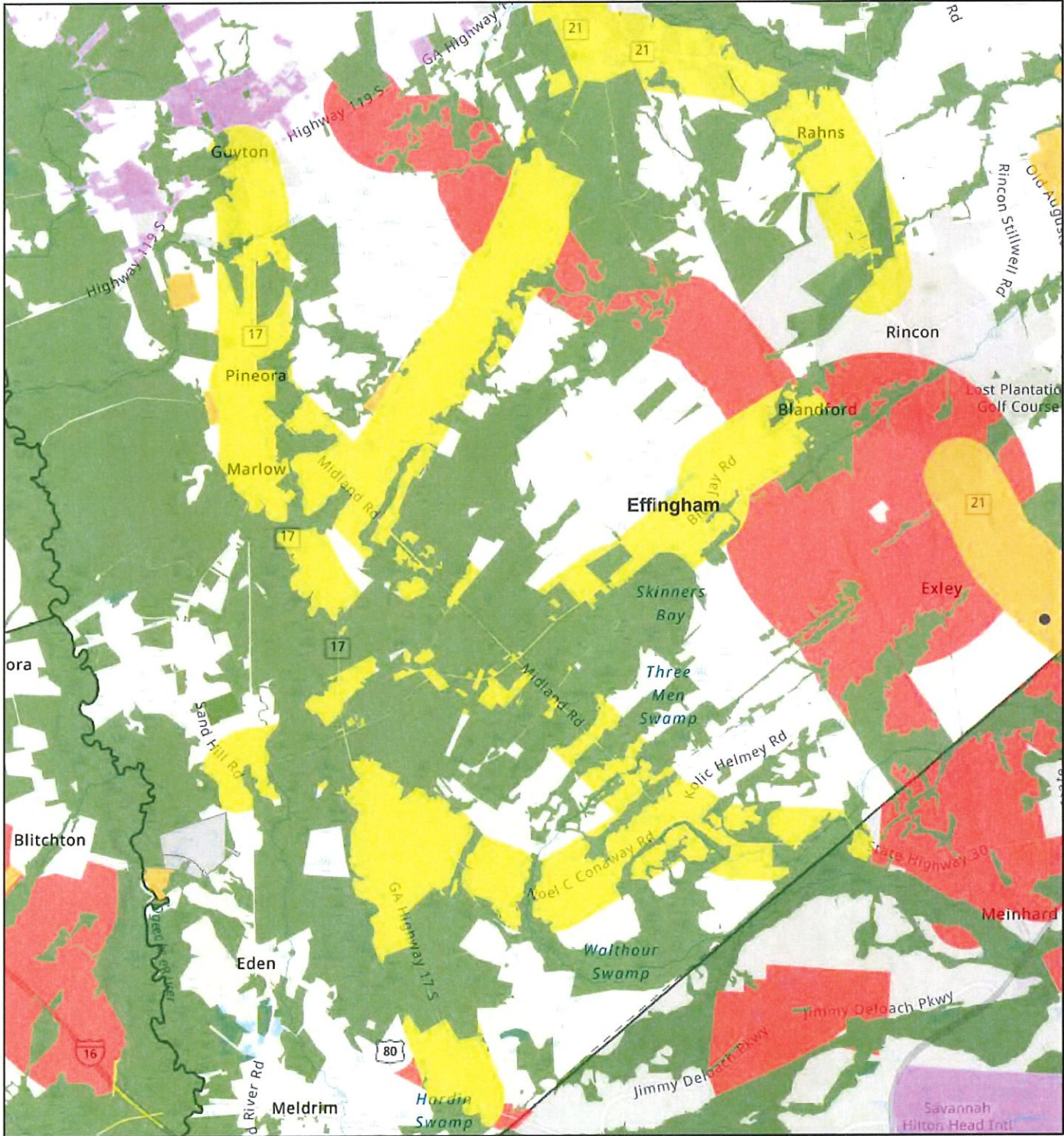
- Areas in Need of Redevelopment
- Areas of Rapid Development
- Areas of Significant Natural Resources
- Counties

Cities



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

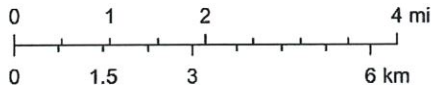
ARSA 3 Regional Map



4/18/2023, 9:22:08 AM

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- ARSA - Areas Requiring Special Attention
- Areas in Need of Infrastructure
- Areas in Need of Redevelopment
- Areas of Rapid Development
- Areas of Significant Infill
- Areas of Significant Natural Resources
- Large Abandoned Structures or Sites
- Counties
- Cities



Esri, NASA, NGA, USGS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

FEMA Regional Map



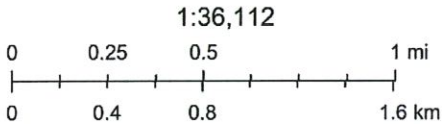
4/18/2023, 9:10:29 AM

FEMA Flood Zones

- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard

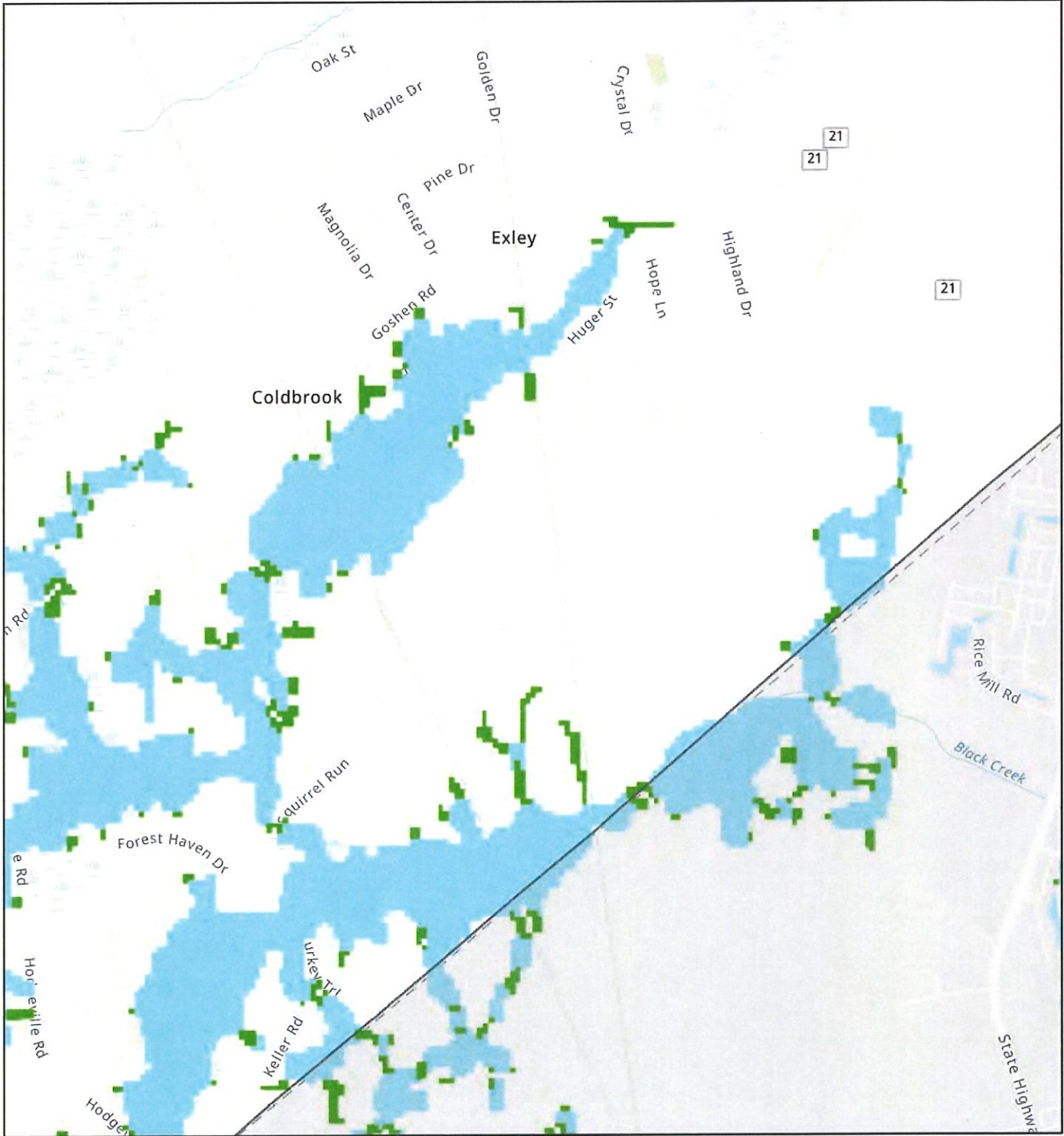
Counties

Cities



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Green Infrastructure

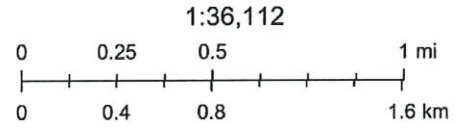


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Green Infrastructure Class

- Core
- Corridor
- Multi-Use Buffer Areas

- Sites
- Counties
- Cities



CRC, Georgia Forestry, Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

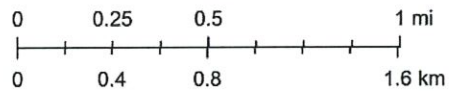
Wetlands & Rivers Regional Map



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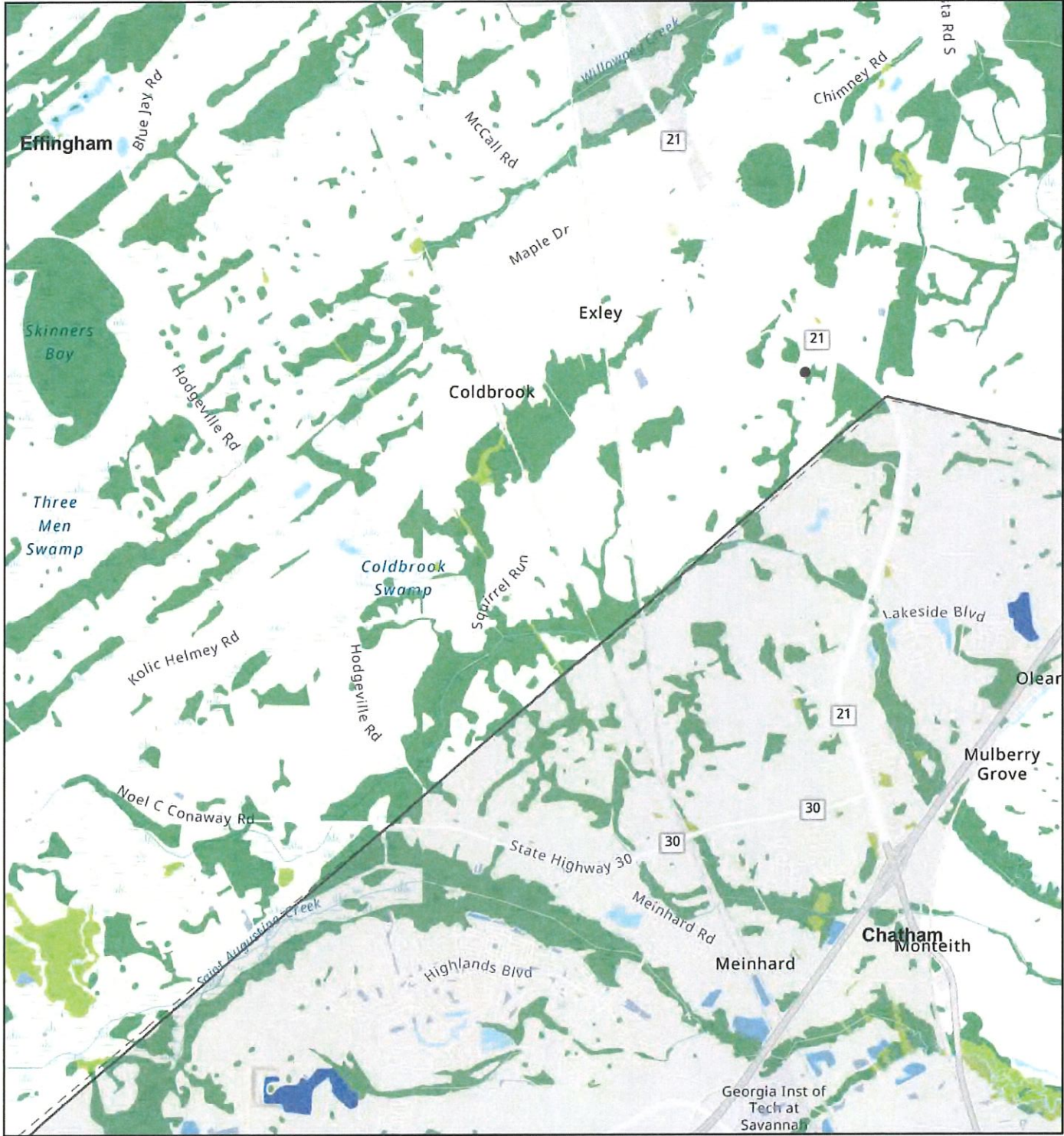
1:36,112

- Counties
- Cities
- Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- Rivers



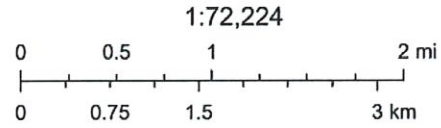
Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Wetlands Regional Map



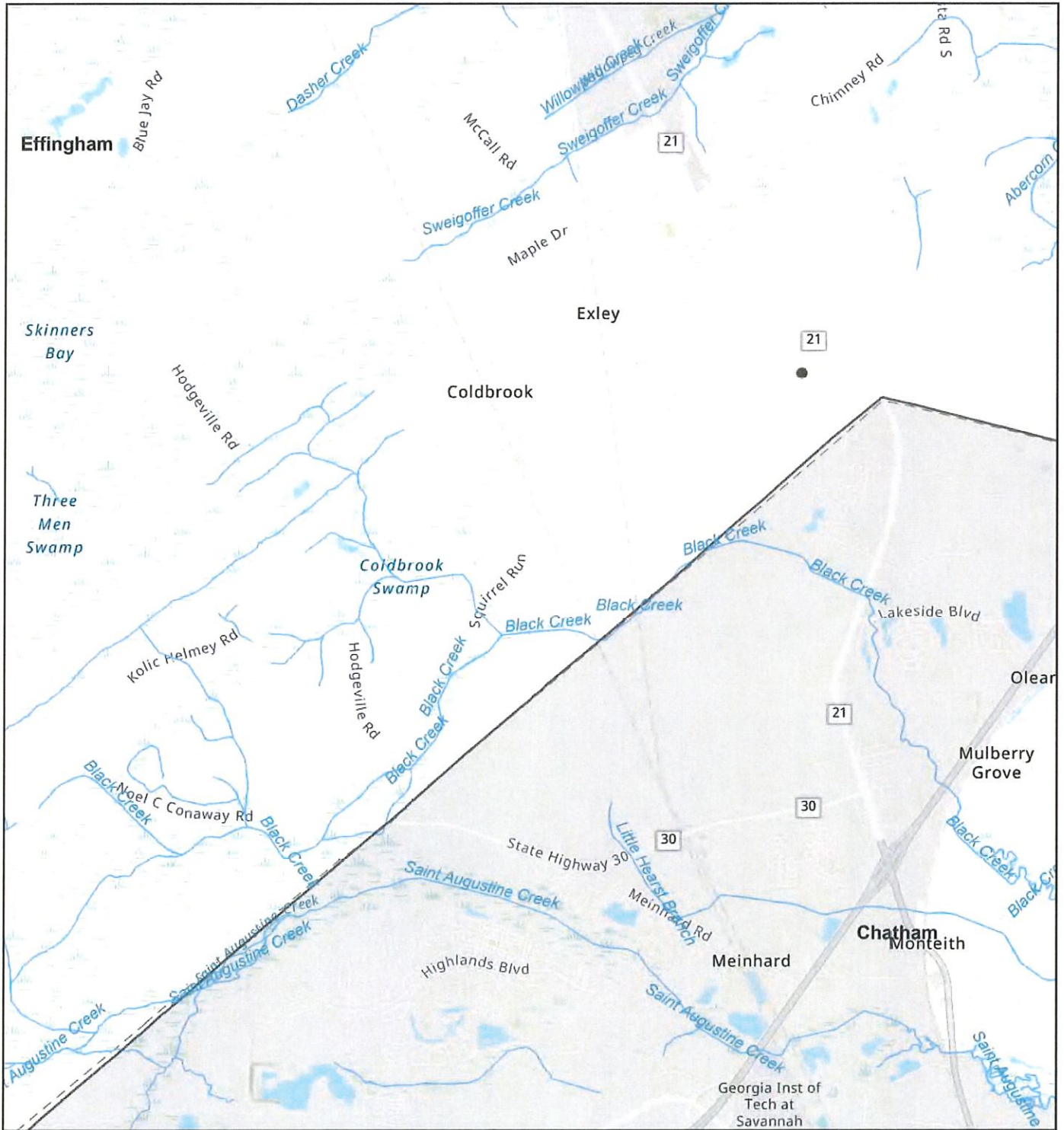
4/18/2023, 9:26:08 AM

- Counties
- Cities
- Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS, USDA

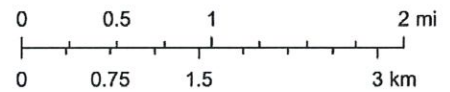
Rivers Regional Map



4/18/2023, 9:25:34 AM

- Counties
- Cities
- Rivers

1:72,224



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

PUBLIC COMMENTS

From: [Cornelia Reed](#)
To: [Karen Saunds](#)
Subject: City of Savannah Response for DRI #3966 - Effingham, Exley North property located off Hwy 21
Date: Friday, May 5, 2023 10:48:02 AM

Hello Karen. Unfortunately, I was out of the office and hope this comment could be included in your final report. I am sure it will be fine since there is an agreement in place regarding the comment/response to this DRI.

"Effingham County should coordinate with the City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement."

Brion

Ms. Brion Ehret
Administrative Assistant, City of Savannah
Water/Sewer Planning and Engineering
20 Interchange Drive
☎: 912-651-6573 ext.2522
behret@savannahga.gov

With best regard

Cornelia M. Reed, M.A.
Program Coordinator
Planning and Urban Design Department
Physical Location Address Change
Office Moved Effective 9/13/2021
20 Interchange Drive, Administration Building
Savannah, GA 31415
P.O. Box 1027, Savannah, GA 31402
creed@savannahga.gov
Office: 912.525-3100, ext. 1161
Department: 912-525-2783



From: Ronald Feldner <Ronald.Feldner@Savannahga.Gov>
Sent: Wednesday, May 3, 2023 4:57 PM
To: Brion Ehret <BEhret@Savannahga.Gov>
Cc: James Laplander <JLaplander@Savannahga.Gov>; Cornelia Reed <CReed@Savannahga.Gov>
Subject: Re: Time-Sensitive Request for Review on or before Noon, Wednesday, May 3rd, for DRI #3966 - Effingham, Exley North property located off Hwy 21

The appropriate language would be as follows:

"Effingham County should coordinate with the City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement."

Cornelia, please edit our response accordingly.

Thanks, Ron

Get [Outlook for iOS](#)

From: Brion Ehret <BEhret@Savannahga.Gov>
Sent: Wednesday, May 3, 2023 4:49 PM
To: Ronald Feldner <Ronald.Feldner@Savannahga.Gov>
Cc: James Laplander <JLaplander@Savannahga.Gov>
Subject: FW: Time-Sensitive Request for Review on or before Noon, Wednesday, May 3rd, for DRI #3966 - Effingham, Exley North property located off Hwy 21

Ron,

You asked me to send you Jim's comments on all DRI petitions. Here are his comments from this afternoon:

"Effingham County must meet with the City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement."

Brion

Ms. Brion Ehret

Administrative Assistant, City of Savannah
 Water/Sewer Planning and Engineering
 20 Interchange Drive
 ☎: 912-651-6573 ext.2522
behret@savannahga.gov



From: Cornelia Reed <CReed@Savannahga.Gov>
Sent: Tuesday, April 18, 2023 3:10 PM
To: herntona@thempc.org; wangw@thempc.org; Cheryl Mason <CMason@Savannahga.Gov>; Eric Chin <EChin@Savannahga.Gov>; Martha Davidson <MDavidson@Savannahga.Gov>; Frederick Anderson <fanderson@Savannahga.Gov>; Thomas Bolton <tbolton@Savannahga.Gov>; Michele Strickland <MStrickland@Savannahga.Gov>; Peter Ghilarducci <PGhilarducci@Savannahga.Gov>; William Buckley <William.Buckley@Savannahga.Gov>; Marcus Lotson <lotsonm@thempc.org>; Leah Michalak <michalaki@thempc.org>; Thomas Cawthon <TCawthon@Savannahga.Gov>; Brian Brainerd <BBrainerd@Savannahga.Gov>; Jackie Jackson <jacksonj@thempc.org>; Brion Ehret <BEhret@Savannahga.Gov>; Tammy Faughey <TFaughey@Savannahga.Gov>; Pamela Everett <everettp@thempc.org>; Barry Lewis <BLewis01@Savannahga.Gov>; Quhannah Andrews <QAndrews@Savannahga.Gov>; Martha Davidson <MDavidson@Savannahga.Gov>;

moranok@thempc.org; Laura Walker <LWalker@Savannahga.Gov>; John Anagnost <John.Anagnost@Savannahga.Gov>; Kenneth Cullens <Kenneth.Cullens@Savannahga.Gov>
Cc: Martin Fretty <MFretty@Savannahga.Gov>; Stephen Henry <SHenry@Savannahga.Gov>; Gordon Denney <GDenney@Savannahga.Gov>; Julie McLean <JMcLean@Savannahga.Gov>; Bridget Lidy <blidy@Savannahga.Gov>; David Keating <DKeating@Savannahga.Gov>; James Laplander <JLaplander@Savannahga.Gov>; Melanie Wilson <wilsonm@thempc.org>; Cornelia Reed <CReed@Savannahga.Gov>; Ronald Feldner <Ronald.Feldner@Savannahga.Gov>
Subject: Time-Sensitive Request for Review on or before Noon, Wednesday, May 3rd, for DRI #3966 - Effingham, Exley North property located off Hwy 21

Hello All. We received the below request from the Coastal Regional Commission for review regarding project in Effingham, Exley North property located off Hwy 21 (see site plan(s) and other related links providing specific development information below). The City Manager’s office has requested that applicable city departments review this request, including the project map, and other documentation provided in the links below and **provide your feedback to me on or before noon, Wednesday, May 3rd**, regarding any concerns, objections, and/or any conditions related to this proposed development project that **may** affect Savannah utilities, property, and/or any other city operations.

No response is needed when your department does not have comments/no objection(s). And, although project location may not be located in Savannah, please note that we are required to forward for review all project notices received by the Coastal Regional Commission.

Please feel free to forward this message to anyone you may believe would need to review this request for comment and ensure they forward input to me by the deadline. Please pardon the inconvenience if you no longer review these requests.

Review Requested for DRI #3966



DRI 3966: Exley North

DRI# 3966 Exley North, is a proposed project to entail industrial development on the Exley North property located off Hwy 21, just north of the Georgia International Trade Center (GITC) development. The proposed project will also entail commercial development along the Hwy 21 frontage. The project size is described as three buildings totaling approximately 900,000 SF of warehouse distribution. Two buildings totaling approximately 127,500 SF of

commercial use buildings and trailer storage for approximately 220 trailers. This project will replace the multifamily residential development that was originally proposed (DRI 1864). The project site consists of four parcels of land 0466D011 (24.22 acres), 0466D009 (90.18 acres), 0466D001(132.42 acres),and 0466D006 (27.18 acres) all owned by T & T Exley Properties, LLC and zoned PD (planned development). The action being taken at this time is rezoning and the development type is Industrial.

Economic Development

The estimated value of the project at build-out is +/- \$90,000,000, and the annual estimated tax revenue likely to be generated by the proposed project has been listed as "*to be determined*". The developer indicates that the regional workforce is sufficient to serve this development and that no existing uses will be displaced.

Water Supply

Effingham County is the named water supply provider for this project site. The estimated water demand to serve the proposed project is 0.03MGD. Sufficient water supply capacity is available to serve the proposed project, however a water line extension will be required. Water line to be extended from GA International Trade Center, which is immediately to the south and the line extension is stated to be less than one mile.

Wastewater Disposal

Effingham County will be the wastewater treatment provider for this proposed project and 88 ERUs (Equivalent Residential Units) is the stated estimated sewage flow to be generated by the project. The DRI application states that there is sufficient wastewater treatment capacity available to serve this proposed project and that additional sewer line extension is required. A sewer line will need to be extended from GA International Trade Center, which is immediately to the south. A line extension of less than one mile will be required to serve this project.

Transportation

A traffic study has not been performed. The estimated traffic demand is anticipated to be +/- 1800 trips per day. Transportation improvements will be required to serve this project. It is anticipated acceleration and/or deceleration lanes will have to be installed at park entrances. Left turn lanes could be required upon the results of a traffic impact analysis.

Solid Waste Disposal

An estimated +/-1400 tons of solid waste will be generated annually and current landfill capacity is sufficient to serve the project. Hazardous waste will not be generated by the development.

Stormwater Management

25% of the project site is expected to be impervious surface once the proposed development has been constructed. The project is proposing a series of detention ponds. In addition, county buffer requirements include up to 300' vegetative strip for stormwater filtration.

Environmental Quality

The project site includes wetlands and floodplains that may possibly be affected by the development. Approximately 1.46 AC of wetlands are shown to be impacted in the proposed site plan. These impacts will be mitigated and permitted via the proper nationwide permits in coordination with a wetland consultant.

Local Planning Considerations

The Future Land Use Map from Effingham's comprehensive plan designates the project site as industrial. Effingham's current zoning map marks the project site as PDMU- Planned Development Mixed Use. The original proposal for this property was DRI#1864 which included warehouses, commercial development, and multifamily residential development.

Regional Planning Considerations

The land is currently vacant for the proposed DRI, however, there have been previous developments of regional impact submitted for the same area. [DRI 1864 Exley Tract N&S](#) (Mixed Use), [DRI 3130 Old Augusta Industrial Park](#), [DRI 1672 Exley Tract N&S](#), and [DRI 663 Exley Tract North and Exley](#) with no development completed. The [Regional Future Development Map](#) designates the proposed site as developed, developing, and rural. The [ARSA Map](#) has the project area as an area in need of redevelopment, an area of rapid development, and an area of significant natural resources. The [Green Infrastructure Map](#) of the area shows core and corridor areas on and around the project site. Additional maps from the Development of Regional map include [Wetlands](#), [Rivers](#), and [FEMA](#) information.

For more information on this development, please see the information forms [here](#) and [here](#).

[2022 Coastal Georgia Regional Plan](#) and the [2020-2040 Effingham County 2020-2040 Joint Comprehensive Plan](#) can be accessed here.

Also included in this email are the: [Site plans & Land Use](#), [Property Record Cards](#), [Effingham Zoning Map](#), [Additional Information](#), [Effingham County Future Land Use Map](#) and [Regional Maps of the project site](#).

Thank you.

-
Cornelia M. Reed, M.A.

Program Coordinator
Planning and Urban Design Department
Physical Location Address Change
Office Moved Effective 9/13/2021
20 Interchange Drive, Administration Building
Savannah, GA 31415
P.O. Box 1027, Savannah, GA 31402
creed@savannahga.gov
Office: 912.525-3100, ext. 1161
Department: 912-525-2783



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 **T&T Exley Properties – (Map # 466D Parcel # 1,6,9,11)** from PD to PD zoning.

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

BKS, 6/13/23.

9.5

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D B

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The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **T&T Exley Properties – (Map # 466D Parcel # 1,6,9,11)** from PD to PD zoning.

myself / recused

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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RT

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CHECK LIST:

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APPROVAL ✓

DISAPPROVAL _____

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- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Reff

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: August 15, 2023
Item Description: **T&T Exley Properties** requests to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development. Located off of Highway 21. [Map# 466D Parcels# 1,6,9,11]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development, with conditions.

Executive Summary/Background

- The request for rezoning to the PD-MU zoning district is found in Appendix C, Article V-Uses Permitted in Districts, Section 15.
- The original PD-MU document, approved in 2008, designates 1,047 acres as multi-family housing to serve as a transition between industrial and residential use and provide diversity of housing to the County. The multi-family portion included the following details:
 - Up to 1,350 units
 - A 30' buffer, 15' to be vegetative, between multi-family and surrounding residential properties.
- The applicant proposes to amend the PD document to:
 - Remove the multi-family component completely.
 - To be replaced with an additional +/- 2,000,000 square feet of industrial development, shown to be spread across 3 warehouses equaling approximately 1,000,000 square feet.
 - The proposed buffering to adjacent residential properties is shown in concept to be 100', the proposed berm within the buffer is described as up to 25' with a 2:1 slope.
 - Account for the 24.5 acres in use as a Verizon tower site. This is designated as "Highway Commercial/Industrial"
- The requested amendment of the PD document will increase buffering between development and neighboring residential use, as well as decrease traffic trips per day by an approximate 50% (10,160 for 1350 multi-family uses, 5,000 for warehouse use).
- The change to the PD document was submitted for a DRI which was completed on May 10, 2023. Comments on the project were from City of Savannah: "Effingham County should coordinate with City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement"
- On June 8, 2023, a town hall type meeting was held with the intent to inform surrounding property owners of current approval/proposed changes. The consensus presented by the public indicated that warehousing would be preferable to multi-family housing. The following were some of the concerns raised by residents with regards to adjacent industrial use:
 - Light/noise pollution
 - Burden to roads
 - Proximity of development to property lines

- Appearance from residential properties
- Destruction of natural habitat
- The potential for a future rail spur
- In response to these concerns, Staff is recommending additional conditions to approval.
- Residents spoke to reiterate concerns at the June 13, 2023 Planning Board meeting.
- At the June 13, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - No rail spur shall be permitted.
 - Any planned trailer storage as a use must be approved as a conditional use.
 - Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
- And the additional stipulations that:
 - The berm be constructed in a manner that it hides structures from line of sight of adjacent residential properties.
 - The minimum buffer shall be 115'
- The motion was seconded by Brad Smith, and carried 4-0, Ryan Thompson having recused himself from this item.
- At the July 18, 2023 Board of Commissioners, the applicant made a request to table the hearing to allow time to produce a “more refined” sketch plan.
- Commissioner Roger Burdette made a motion to table the item until the August 15, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Jamie DeLoach, and carried.

Alternatives

1. **Approve** the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, with the following conditions:
 - 1.No rail spur shall be permitted.
 2. Any planned trailer storage as a use must be approved as a conditional use.
 3. Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
 4. The berm shall be constructed in a manner that it hides future structures from line of sight of adjacent residential properties.
2. **Deny** the request to **rezone** 274 acres from **AR-1** to **PD-MR**.

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

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

466D-1,6,9,11

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

466D-1,6,9,11

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, T&T EXLEY PROPERTIES has filed an application to rezone two hundred seventy four (274.0) +/- of 1,047 acres; from PD-MU to PD-MU to allow for the amendment of a Planned Development; map and parcel number 466D-1,6,9,11, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 2023; 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 17, 2023; and

IT IS HEREBY ORDAINED THAT two hundred seventy four (274.0) +/- of 1,047 acres; map and parcel number 466D-1,6,9,11, located in the 2nd commissioner district is rezoned from PD-MU to PD-MU, with the following conditions:

- 1.No rail spur shall be permitted.
2. Any planned trailer storage as a use must be approved as a conditional use.
3. Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
4. The berm shall be constructed in a manner that it hides future structures from line of sight of adjacent residential properties.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: August 15, 2023
Item Description: **Warren M. Kennedy** requests to **rezone** 1.13 acres from **R-2** to **B-3**, to allow for a storage facility. Located at 195 Elm Street. **[Map# 302 Parcel# 167]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.13 acres from **R-2** to **B-3**, to allow for a storage facility, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant proposes to develop an outdoor storage facility for boats, RVs, and similar large items.
- Commercial parking is a conditional use in the B-2 zoning district, automotive storage is permitted in B-3.
- This parcel is adjacent to B-3 and vacant AR-1 parcels.
- The applicant has met with Staff and, upon successful rezoning, will submit development plans for review and approval prior to development.
- The applicant must obtain, and keep in good standing, an Effingham County Occupational Tax Certificate.
- At the July 11, 2023 Planning Board meeting, Ryan Thompson made a motion to approve.
- The motion was seconded by Brad Smith, and carried unanimously.
- At the August 1, 2023 Board of Commissioners meeting, Commissioner Forrest Floyd made a motion to table the hearing of the item until the August 15, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Jamie DeLoach, and passed unanimously.

Alternatives

1. **Approve** the request to **rezone** 1.13 acres from **R-2** to **B-3**, with the following condition:
2. **Deny** the request to **rezone** 1.13 acres from **R-2** to **B-3**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application and checklist 3. Plat 5. Deed

1. Ownership certificate/authorization 4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: May 15, 2023

Applicant/Agent: WARREN M. KENNEDY

Applicant Email Address: W.M.KENNEDY@COMCAST.NET

Phone # 912 657-1108

Applicant Mailing Address: P.O. BOX 656

City: Eder State: GA. Zip Code: 31307

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 198⁵ 195 Elm St.

Proposed Road Access: Elm St.

Present Zoning of Property: ~~AR-2~~ R-2 Proposed Zoning: B-3

Tax Map-Parcel # 302-167 Total Acres: ~~1.13~~ 1.13 Acres to be Rezoned: 1.13

Lot Characteristics: _____

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: _____

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

North _____ South _____ East _____ West _____

1. Describe the current use of the property you wish to rezone.

Old Residential Structure removed, Clear Lot.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

No

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

Storage yard Facility to include boats, campers, Trailers, etc.

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

Commercial And Residential

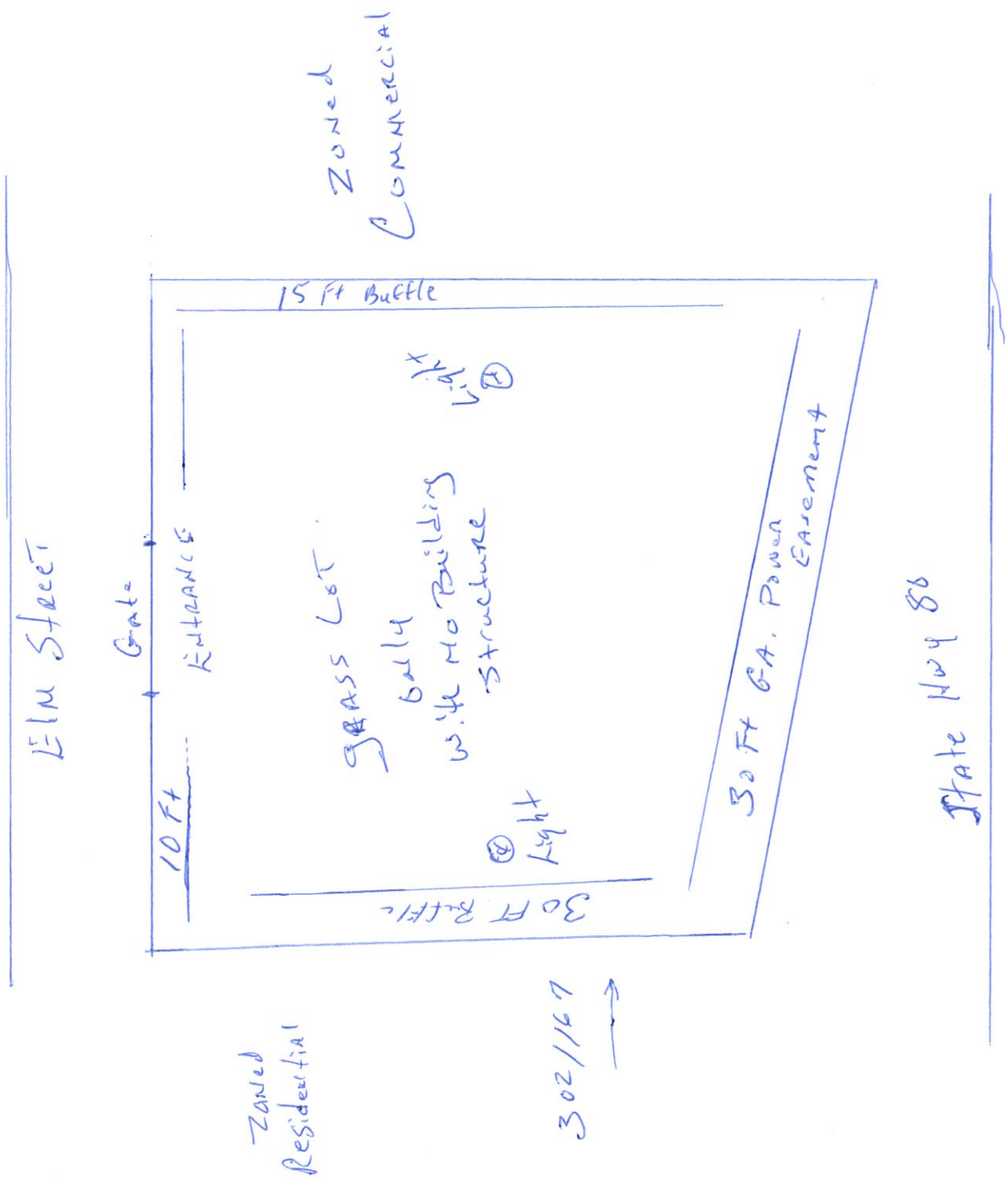
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Boyl Lots Adjacent are vacant

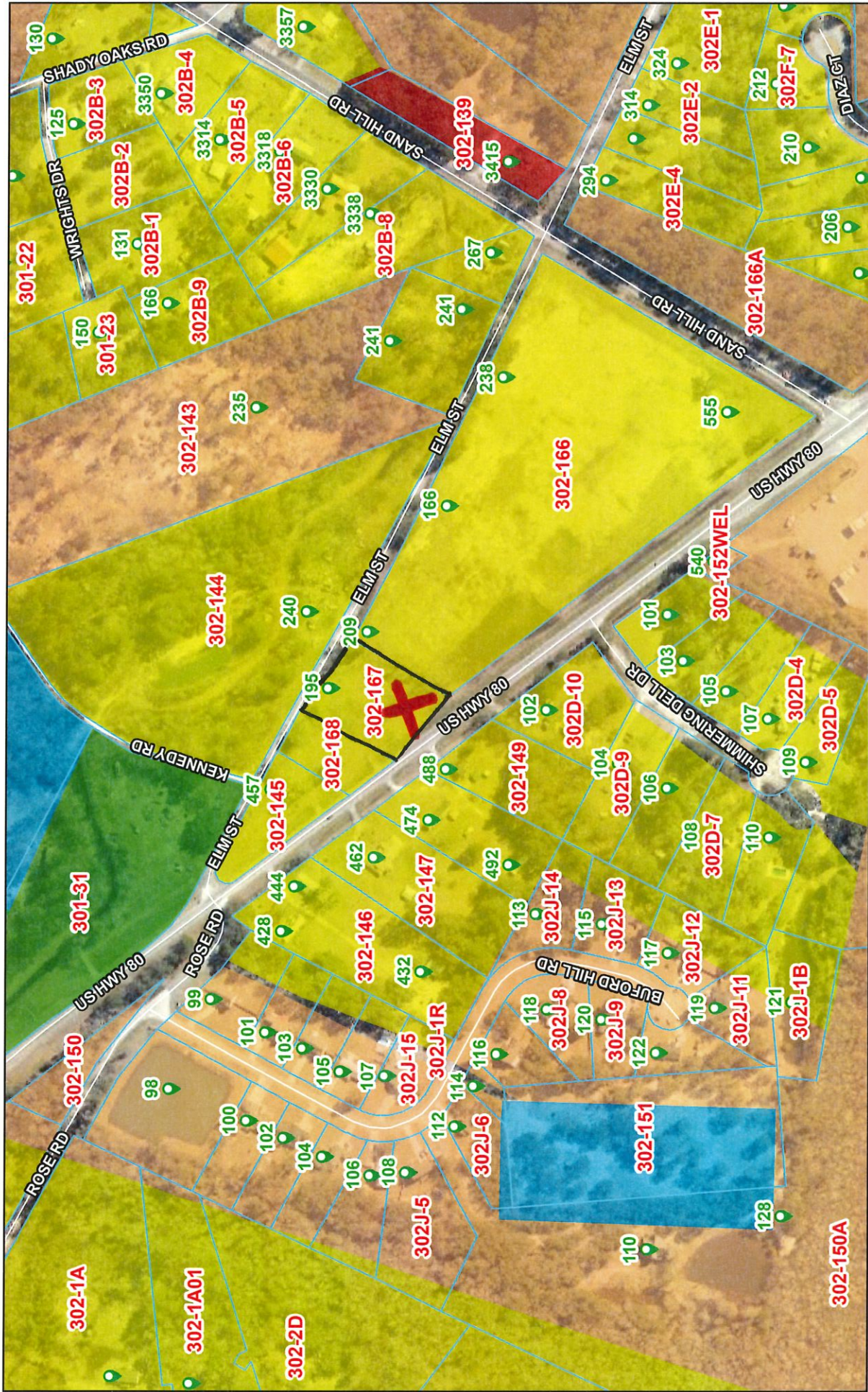
6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: Wam K Kennedy Date 8-15-23

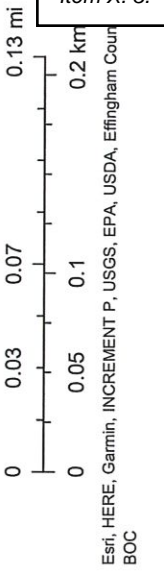


195 Elm Street



6/13/2023

1:4,514



- Address Points
 - Roads
 - Commercial
 - Public/Institutional
 - Residential
 - Transportation/Utilities
 - Undeveloped
- Tax Parcel Labels Future Land Use - Plan Date 10/1/2019
- Agriculture
- Tax Parcels

Item X. 3.

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham Court BOC

195 Elm Street

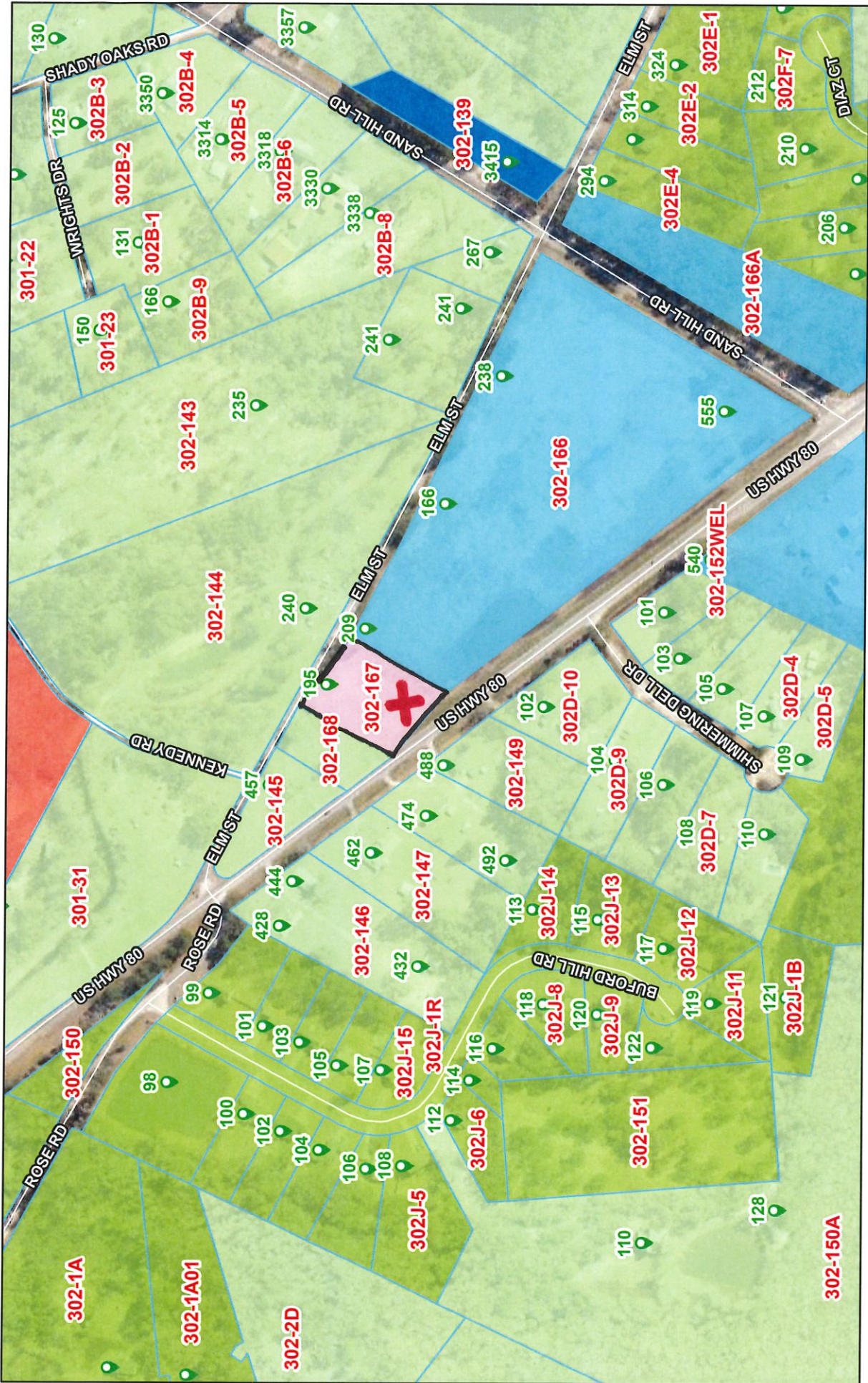


195 Elm Street



Item X. 3.

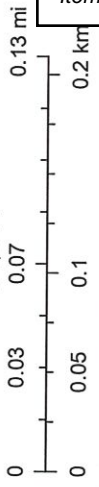
195 Elm Street



6/13/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- AR-1
- AR-2
- AR-3
- B-1
- B-2
- B-3
- Roads
- Efn_frn_cache
- I-1
- I-2
- Band_1
- Band_2

1:4,514



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Item X. 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 X DISAPPROVAL _____

Of the rezoning request by applicant **Warren M. Kennedy – (Map # 302 Parcel # 167)** from **R-2** to **B-3** zoning.

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

BKS.

7/11/23.

9.5

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APPROVAL X

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Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

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Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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DB

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APPROVAL

DISAPPROVAL

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Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: Second Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: August 15, 2023
Item Description: **Warren M. Kennedy** requests to **rezone** 1.13 acres from **R-2** to **B-3**, to allow for a storage facility. Located at 195 Elm Street. **[Map# 302 Parcel# 167]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.13 acres from **R-2** to **B-3**, to allow for a storage facility, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant proposes to develop an outdoor storage facility for boats, RVs, and similar large items.
- Commercial parking is a conditional use in the B-2 zoning district, automotive storage is permitted in B-3.
- This parcel is adjacent to B-3 and vacant AR-1 parcels.
- The applicant has met with Staff and, upon successful rezoning, will submit development plans for review and approval prior to development.
- The applicant must obtain, and keep in good standing, an Effingham County Occupational Tax Certificate.
- At the July 11, 2023 Planning Board meeting, Ryan Thompson made a motion to approve.
- The motion was seconded by Brad Smith, and carried unanimously.
- At the August 1, 2023 Board of Commissioners meeting, Commissioner Forrest Floyd made a motion to table the hearing of the item until the August 15, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Jamie DeLoach, and passed unanimously.

Alternatives

1. **Approve** the request to **rezone** 1.13 acres from **R-2** to **B-3**, with the following condition:
2. **Deny** the request to **rezone** 1.13 acres from **R-2** to **B-3**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-167

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-167

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, WARREN M. KENNEDY has filed an application to rezone one and thirteen hundredths (1.13) +/- acres; from R-2 to B-3 to allow for a storage facility; map and parcel number 302-167, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on August 1, 2023 and notice of said hearing having been published in the Effingham County Herald on July 5, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 28, 2023; and

IT IS HEREBY ORDAINED THAT one and thirteenth hundredths (1.13) +/- acres; map and parcel number 302-167, located in the 1st commissioner district is rezoned from R-2 to B-3.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: 2nd Reading - Ordinance Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: August 15, 2023
Item Description: Consideration of an amendment to the Code of Ordinances **Part II – Official Code: Chapter 14 – Building and Building Regulations – Articles II – Construction Codes, Division 2 – Administration and Enforcement, Section 14-56**, to clarify site plan requirements for issuance of permits.

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request of an amendment to the Code of Ordinances **Part II – Official Code: Chapter 14 – Building and Building Regulations – Articles II – Construction Codes, Division 2 – Administration and Enforcement, Section 14-56**, to clarify site plan requirements for issuance of permits.

Executive Summary/Background

- While current operating procedure within Development Services requires zoning review and approval of a site plan for issuance of a building permit for any structure, the existing ordinance is unclear regarding both administrative responsibility, and criteria, for site plans.
- Site plan review for issuance of a building permit is a clear function of zoning due the need of technical analysis of land use.
- Specific criteria for site plans is necessary to establish a universal standard of quality control, and to create detailed historic information of individual properties.
- The insertion of a visual aid clarifies criteria and assists the public’s understanding of submittal requirements.
- At the July 11, 2023 Planning Board meeting, Ryan Thompson made a motion to approve, with the additional amendment that the terms “site drawing” and “site plan” be changed to “plot plan”, plot plan being a more universally recognized term.
- The motion was seconded by Alan Zipperer, and carried unanimously.

Alternatives

1. **Approve** the request of an amendment to the Code of Ordinances **Part II – Official Code: Chapter 14 – Building and Building Regulations – Articles II – Construction Codes, Division 2 – Administration and Enforcement, Section 14-56**
2. **Deny** the request of an amendment to the Code of Ordinances **Part II – Official Code: Chapter 14 – Building and Building Regulations – Articles II – Construction Codes, Division 2 – Administration and Enforcement, Section 14-56**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Ordinance Amendment

AMENDMENT TO ARTICLE II, SECTION 14-56(k)
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

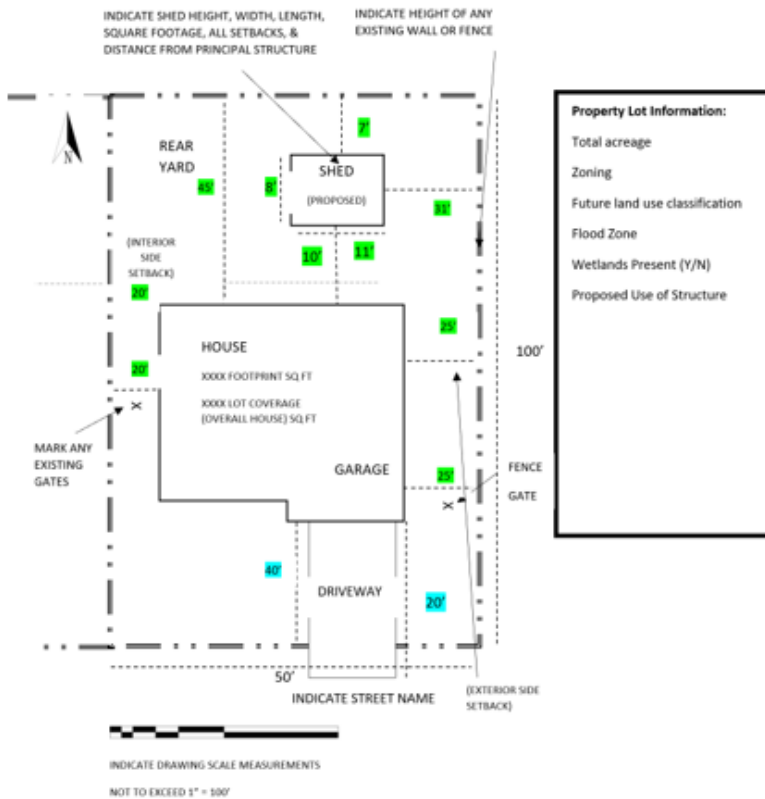
AN ORDINANCE TO AMEND ARTICLE II, SECTION 14-56(k). OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

Sec. 14-56. Permits.

- (k) *Plot plans.* Each permit application submitted for the erection of, or addition to, a structure shall require the approval of a plot plan. Plot plans shall show the location of the proposed building or structure, giving accurate measured distance from the structure to each property line and any existing structures or buildings. The Zoning Administrator, or designee, shall review the plot plan for appropriate land use and development conformity of the site. The building official may require a boundary line survey prepared by a qualified surveyor.

Example plot plan:



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

This ____ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

SECOND READING: _____

BY: _____
CHAIRMAN

ATTEST:

STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

Staff Report

Subject: Water and Wastewater Master Plan

Author: Angela Stanley, Capital Project Manager

Department: ADMIN

Meeting Date: August 15, 2023

Item Description: Water and Wastewater Master Plan by Alliance

Summary Recommendation: Staff recommends approval of the Water and Wastewater Master Plan

Executive Summary/Background:

- Alliance was awarded Water and Wastewater Master Plan.
- Staff has reviewed the master plan and recommends approval.

Alternatives for Commission to Consider

1. Approve
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Water and Wastewater Master Plan, County Manager, Purchasing

Funding Source:

Attachments: Water and Wastewater Master Plan

Countywide Water and Wastewater Master Plan

Effingham County, Georgia

Item XI. 1.



ALLIANCE
CONSULTING ENGINEERS

Volume 1 of 2

**COUNTYWIDE WATER AND WASTEWATER
MASTER PLAN**

EFFINGHAM COUNTY, GEORGIA



**Prepared For:
Effingham County
804 South Laurel Street
Springfield, Georgia 31329**

July 2023

COUNTYWIDE WATER AND WASTEWATER MASTER PLAN

EFFINGHAM COUNTY, GEORGIA



Prepared For:
Effingham County
804 South Laurel Street
Springfield, Georgia 31329



Prepared By:
Alliance Consulting Engineers, Inc.
23 Plantation Park Drive, Suite 204
Bluffton, South Carolina 29910-6072

Project No. 21162-2051
July 2023



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1 EXECUTIVE SUMMARY

Growth in Effingham County has accelerated in recent years. Over the last five (5) years, the County has averaged over five hundred (500) new homes constructed each year with the trend expected to continue. Currently, Effingham County has approximately 3,500 unbuilt home sites approved with zoning change requests for new developments coming in monthly. That equates to a housing trend that will extend seven (7) years and further into the next decades¹. In addition, in May 2022, Hyundai Motor Group announced an approximately \$5.5 billion project to construct its first fully dedicated Electric Vehicle (EV) and Battery Manufacturing Facility on the approximately 3,000-Acre Bryan County Megasite, approximately six (6) miles from Effingham County. Hyundai Motor Group's suppliers will invest another approximately \$1 billion in the project, delivering an estimated 8,100 new jobs to Georgia's Coastal Region.

Effingham County, in its vision for the future well-being and quality of life for its citizens and to be prepared for continued residential and economic growth in the County, commissioned Alliance Consulting Engineers, Inc. to undertake the task of evaluating the current condition of its Public Water and Wastewater Systems, including the Wastewater Effluent Re-Use Distribution System, within the County, as well as the other municipal Water and Wastewater Systems in the County, as available. Development of adequate Water and Wastewater Infrastructure is a necessary component in the successful growth of Industrial, Commercial, and Residential Development throughout Effingham County. Effingham County currently has four (4) individual Public Water and Wastewater Service Providers: Effingham County, the City of Springfield, the City of Rincon, and the City of Guyton. Each of the Public Water Systems is individually responsible for its own supply, treatment, storage, and/or distribution of potable water, and each of the Public Wastewater Systems is individually responsible for the collection, conveyance, treatment, and discharge of wastewater. Public Wastewater service is not provided in Effingham County north of the City of Springfield. The northern portion of Effingham County is comprised largely of agricultural and agricultural residential development, based on the Existing Land Use Map published by Effingham County on July 25, 2019.

As a part of this Countywide Water and Wastewater Master Plan, Alliance Consulting Engineers, Inc. completed a review of the existing conditions of the Public Water and Wastewater Systems within the County through information obtained from County and City Officials and Publicly Available Databases. Alliance Consulting Engineers, Inc. then prepared Water Demand and Wastewater Generation Projections based on population data and projected areas for development and growth. Based on the projected Water demand, Alliance Consulting Engineers, Inc. assessed the current water supply, storage, and distribution plans to ensure they are adequate for the growth

¹ Source: Effingham County Building permit records and Planning Agenda records.



anticipated throughout the County, and to provide recommendations for improvements where the current system is inadequate. Alliance Consulting Engineers, Inc. also assessed the current wastewater treatment capacity and provided recommendations for improvements to ensure the system is adequate for the growth anticipated throughout the County. This Countywide Water and Wastewater Evaluation will also take into consideration the feasibility of regionalization of the Water and Wastewater Systems in the County.

Many of the findings of this study have already been or are in the process of being implemented as Effingham County has been aggressively pursuing Water and Wastewater Improvements to keep up with the rapid growth in the County as well as to continue to position itself for future growth. The most critical of these is continued focus on Water Supply, Water Storage, Wastewater Treatment and Wastewater Disposal capacities, as Effingham County should have a plan in place to control its future Water and Wastewater Services.



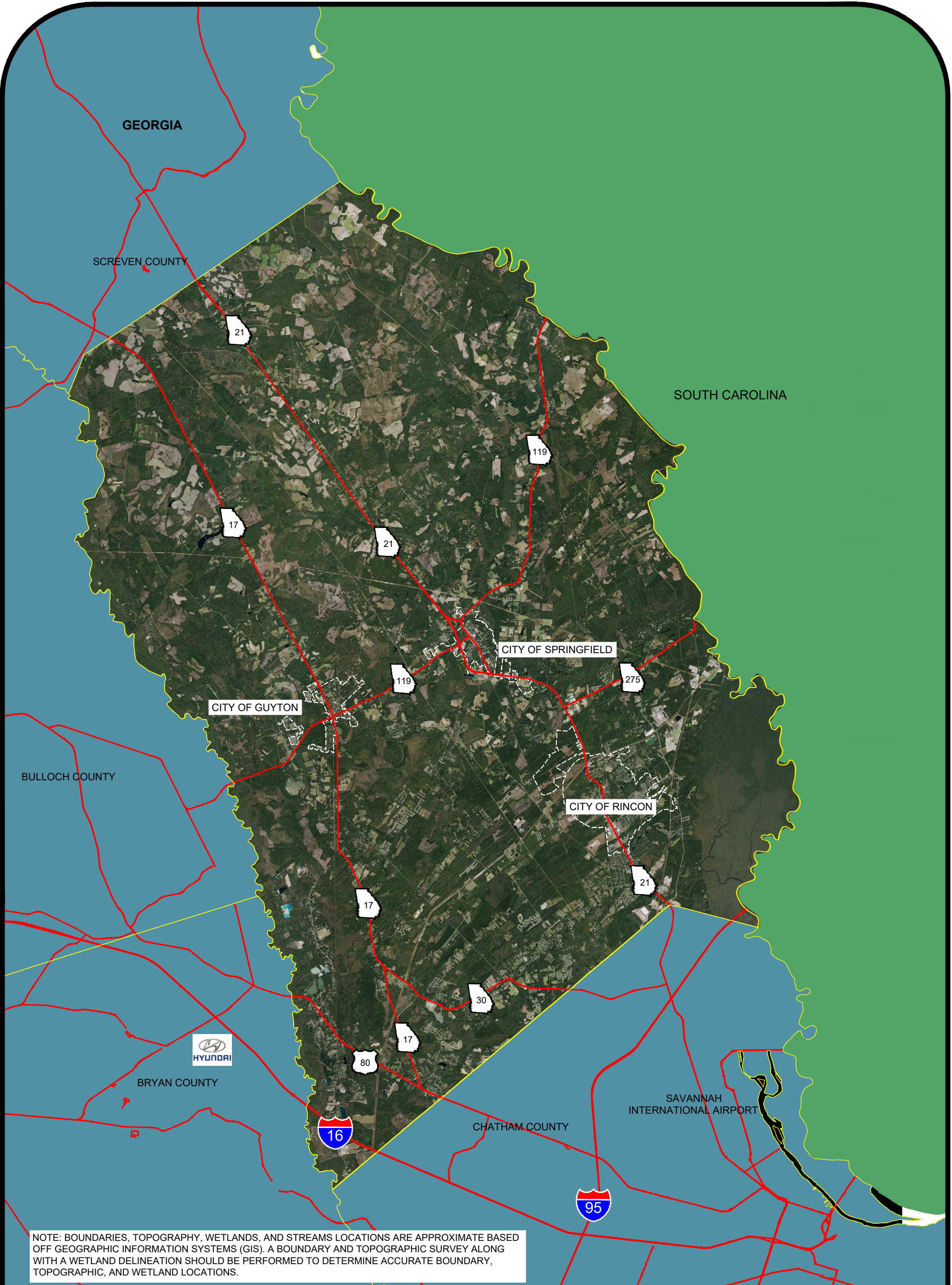
2 INTRODUCTION AND OBJECTIVES

Effingham County is located in the southeastern portion of Georgia, bordered by Chatham County to the south, Bryan County and Bulloch County to the west, Screven County to the north, and the Savannah River to the east. Municipalities within Effingham County include the City of Guyton, the City of Rincon, and the City of Springfield, which is the County seat. An Overall Map of Effingham County and its municipalities is included in **Exhibit A – County Overview Map**. Site Location Maps, Aerial Maps, National Wetland Inventory (NWI) Maps, and FEMA Flood Maps of each of these municipalities and their surrounding vicinities are included in **Appendix A**. The County Overview Map illustrates that Interstate 16 traverses across the southwestern boundary of Effingham County and that GA Highway 21, GA Highway 17, and GA Highway 119 are the major highways that serve Effingham County.

The majority of development located within Effingham County is located in the southern region of Effingham County along the Interstate 16 and GA Highway 21 corridor. Effingham County anticipates that population and development will continue to increase in this region of the County. Development of adequate water, wastewater, and wastewater effluent discharge and re-use service is a requirement for future residential, commercial, and industrial development throughout the southern region of Effingham County. Regionalized water and wastewater service, coupled with additional and improved facilities needed to support the regional service, would help to support further industrial and economic development in Effingham County.

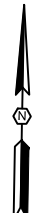
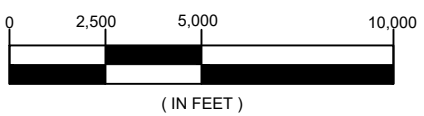
2.1 Study Area

The initial step in evaluating the Water and Wastewater Systems and Service for Effingham County is to define the study area and existing service regions for the County and Municipalities. The municipalities of Springfield, Rincon, and Guyton each own, operate, and maintain water supply, treatment, storage, and distribution systems. Additionally, Effingham County owns, operates, and maintains its own water supply, treatment, storage, and distribution systems. Effingham County and the municipalities of Springfield, Rincon, and Guyton also own, operate, and maintain wastewater collection systems and their associated treatment facilities. The municipalities' service territories extend to water and wastewater customers outside the municipal limits, essentially dividing Effingham County's service territory into the northern portion of the County and the southern portion of the County. This report will focus the Study Area on the municipalities' service territories and the County's service territory in the southern portion of the County where growth and demand for water and wastewater services are most critical. The existing water and wastewater service



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County Overview Map Water and Wastewater Master Plan Effingham County, Georgia



EXHIBIT A



Prepared by
Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
August 27, 2021



territories of Effingham County are illustrated in the County Service Territory Map (**Exhibit B**).

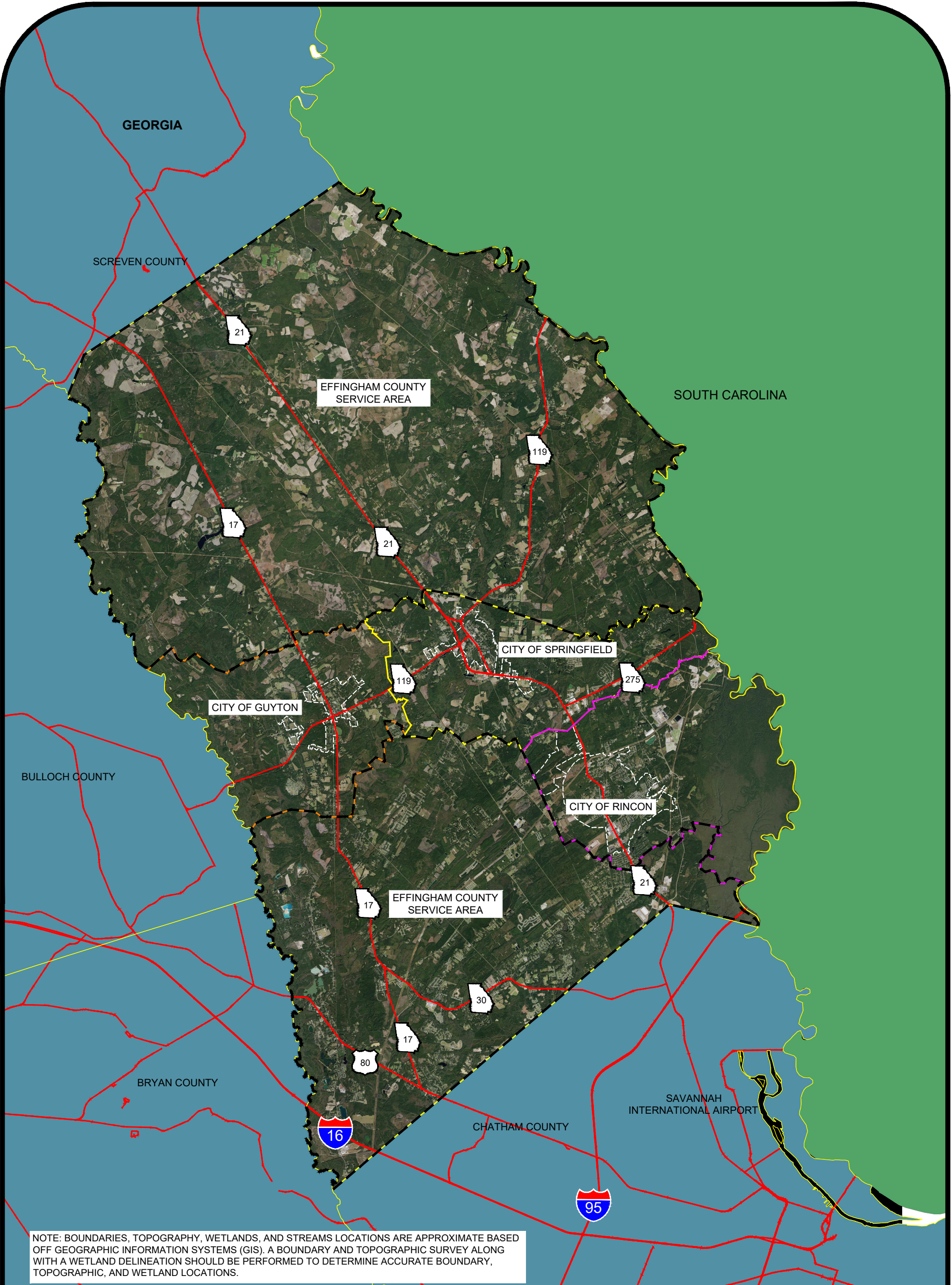
2.2 Population and Trends

Population and economic growth are major factors affecting Water and Wastewater Systems and the facilities required to meet public demand for Water and Wastewater Service. The US Census Bureau estimated Effingham County's population as 64,296 (July 1, 2019) with a percent population change from April 1, 2010 to July 1, 2019 of approximately 23%. Effingham County's Population growth is anticipated to be from new residents as Effingham County has very few seasonal workers. According to the 2019 Census Estimate, approximately 47,625 persons are located within the unincorporated region of Effingham County. The water distribution system, wastewater collection system, and their associated treatment facilities serving the unincorporated areas of Effingham County are owned, operated, and maintained by the County.

The City of Springfield is the County seat of Effingham County and is located in the central portion of the County near the intersection of Georgia Highway 21 and Georgia Highway 119. According to the 2019 Census Estimate, the City of Springfield had an estimated population of 4,084 persons within approximately 3.08 square miles. The water distribution system, wastewater collection system, and the associated treatment facilities serving the City of Springfield's water and wastewater customers are owned, operated, and maintained by the City of Springfield.

The City of Rincon is located southeast of the City of Springfield and is located in the southeastern portion of the County along Georgia Highway 21. According to the 2019 Census Estimate, the City of Rincon had an estimated population of 10,361 persons within approximately 9.74 square miles. The water distribution system, wastewater collection system, and the associated treatment facilities serving the City of Rincon's water and wastewater customers are owned, operated, and maintained by the City of Rincon.

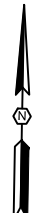
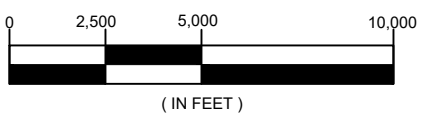
The City of Guyton is located west of the City of Springfield and is located in the western portion of the County near the intersection of Georgia Highway 17 and Georgia Highway 119. According to the 2019 Census Estimate, the City of Guyton had an estimated population of 2,226 persons within approximately 3.22 square miles. The water distribution system, wastewater collection system, and the associated treatment facilities serving the City of Guyton's water and wastewater customers are owned, operated, and maintained by the City of Guyton.



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EXHIBIT B



Service Territories Water and Wastewater Master Plan Effingham County, Georgia



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Project No.: 21162-2051
September 30, 2021



The US Census Bureau produces July 1st population estimates for each year after the last published decennial census, as well as past decades. These population estimates are used to project the population of a given area for future years. It must be noted that these projections of future population are based solely on census data and do not reflect characteristics such as fertility, mortality, or migration of the actual population within the county. As illustrated in **Table 1**, according to the Georgia Governor’s Office of Planning and Budget, the County’s population will increase from 64,296 in 2019 to 86,640 in 2031 (approximately + 35%) and to 105,378 in 2041 (approximately + 64%).

Year	Population
2019	64,296
2020	65,869
2021	67,443
2022	69,017
2023	70,585
2024	72,158
2025	74,425
2026	76,692
2027	78,944
2028	81,214
2029	83,474
2030	85,054
2031	86,640
2032	88,228
2033	89,823
2034	91,400
2035	93,445
2036	95,485
2037	97,536
2038	99,569
2039	101,608
2040	103,498
2041	105,378

Source: Governor's Office of Planning and Budget, Series 2020

Based upon the current population trends in the County, it is expected that the largest area of growth in the County will be in the municipalities located within the County and their surrounding areas. As a result, the County should see an increase in its Water and Wastewater Service Demand from these areas. Projected Water and Wastewater Service Demand Data will be discussed in Section 5 – Water Demand and Wastewater Flow Projections.



2.3 Land Use

While Effingham County is currently experiencing significant urban growth, the land use is primarily agricultural and wooded. Effingham County is primarily rural with a majority of the land use being agricultural. Residential Development is concentrated within the incorporated areas in Effingham County, the City of Guyton, the City of Rincon, and the City of Springfield, and in the southern portion of the County near the City of Savannah, Chatham County. As the County continues to grow, the County is able to support a variety of Industrial and Commercial Development. The County's largest manufacturers include: International Paper, Doncaster's, Inc., Georgia Pacific – Savannah River Mill, Edwards Interiors, Georgia Transformer, Interfor – Meldrim Division, AeroDynamic Aviation, and DRT America. In addition, Effingham County is home to several Logistics and Distribution Companies including: Lineage Logistics, Americold, Shaw Industries, Perdue, and A&R Logistics. Per the US Census Bureau, 2020, approximately 9,421 residents live and work in Effingham County. An additional 2,897 persons commute into the County, and 20,781 residents commute outside of the County.

The Effingham County Industrial Development Authority continues to expand and promote industrial development in the County, and currently has five (5) industrial parks listed with availability. Effingham County's proximity to the Port of Savannah, approximately eight (8) miles, Interstate I-95 and I-16, GA Highway 21, proximity to the Savannah-Hilton Head International Airport and Hartsfield-Jackson Atlanta International Airport, and Class I Rail Connections make the County desirable for business growth.

The Cities of Guyton, Rincon, and Springfield include mostly residential development; however, commercial development such as service stations, locally owned grocery stores, medical facilities, restaurants, dollar department stores, banks, and other locally owned small businesses are also located throughout the incorporated areas of Effingham County. The City of Rincon, the largest incorporated City in the County serves as the retail center of Effingham County. The City of Rincon is home to larger retailers such as Wal-Mart Supercenter, Lowe's Home Improvement, chain grocery stores, furniture stores, warehouses, fast food, and other restaurants, utility companies, and automobile dealerships.



3 EXISTING WATER SYSTEM INFORMATION

The existing public water systems within Effingham County consist of four (4) operating systems: Effingham County, City of Springfield, City of Rincon, and the City of Guyton. These Public Water Systems serve approximately 26,441 persons across Effingham County, based on the Georgia Environmental Protection Division (EPD) Active Permitted Drinking Water System List dated November 2020. The EPD Active Permitted Drinking Water System List indicates that 18,406 people are served by private water systems, which include South Atlantic Utilities, Chatham Water, Middle Georgia Water, Coastal Georgia Water & Sewer, and Lakeside Water. The remaining population in Effingham County, approximately 19,449 people, are assumed to be served by private water wells. This report will only discuss the existing water system information for the public water systems in Effingham County.

3.1 Effingham County

Effingham County supplies drinking water from two (2) different sources, groundwater wells that withdraw from the Upper Floridan Aquifer and treated surface water purchased from the City of Savannah. The majority of Effingham County Water customers receive water from the Savannah Industrial & Domestic (I&D) Plant, Water System Identification Number (WSID #) 0510004, while smaller outlying developments are supplied by the groundwater well systems.

3.1.1 Service Area and Customer Base

Effingham County provides water service to the unincorporated areas of Effingham County. The majority of water service is supplied to the unincorporated area of Effingham County south of the incorporated areas. **Table 2** below summarizes the Georgia EPD's Active Permitted Drinking Water Systems List updated November 2020 for Effingham County.



Table 2: Effingham County Active Water System Permits			
Name	WSID	Type	Population Served
Berryville (fka Indigo Woods)	GA1030152	Groundwater	26
Southbrook Subdivision	GA1030161	Groundwater	47
Springfield Central Elementary	GA103006	Groundwater	50
Effingham County IDA / I-16 Industrial Park	GA1030159	Groundwater	25
Courthouse Road	GA1030154	Groundwater	26
Hunter's Chase / Abby Lane	GA1030146	Groundwater	211
Greenbriar Subdivision	GA1030160	Groundwater	78
Effingham County Surface Water System	GA1030131	Surface Water	9,869

Source: Georgia EPD Drinking Water / Public Water System Permit List dated November 2020

3.1.2 Water Supply and Treatment

Potable Water is supplied to Effingham County from groundwater wells and surface water purchased from the City of Savannah. Effingham County's Groundwater Withdrawal Permit (051-011) indicates the Permit Limit Yearly Average is 0.371 Million Gallons per Day (MGD) and that the Permit Limit Monthly Average is 0.539 MGD. The Savannah Industrial & Domestic Water System Surface Water Withdrawal Permit (051-0115-01) indicates the Permit Limit Daily Maximum is 55 MGD and the Permit Limit Monthly Average is 50 MGD.

Effingham County Board of Commissioners entered into an Agreement dated April 1, 2002 (Appendix B) with the City of Savannah to purchase potable water and to construct a 36-inch water line from Chatham County to the Effingham County Power, LLC (ECP) Site in Effingham County. The capacity of this water line was intended to meet the needs of ECP and provide additional capacity to meet water needs of domestic customers within Effingham County. The Maximum Flow Rate of the 36-inch water main was initially set at 5,600 gallons per minute (GPM) and can be increased by 700 gallons per minute for each additional 1 MGD reserved, up to 12.5 MGD. The Maximum Monthly Average was initially set at four (4) MGD with the ability to increase to up to eight (8) MGD. The Agreement sets forth the maximum amount of water reserved to Effingham County, which may be increased in increments of 1 MGD up to 12.5 MGD, for an overall maximum total available under the



Agreement of 20.5 MGD. Effingham County was supplied approximately 986 Million Gallons per Year (MG/Yr) from January 2020 to December 2020. Of that amount, approximately 953 MG/Yr was from authorized consumption, while approximately 33 MG/Yr was from water losses. The Maximum Flow Rate of the 36-inch water main is approximately 14,500 GPM, equivalent to 20.5 MGD.

Potable Water purchased from the City of Savannah is treated prior to distribution to Effingham County via the 36-inch water main at the Savannah I&D Plant. The Savannah I&D Plant located at 1 Water Filtration Plant Road in Port Wentworth, Georgia treats surface water withdrawn from Abercorn Creek, a tributary of the Savannah River. The raw water from Abercorn Creek undergoes treatment consisting of coagulation, flocculation, sedimentation, filtration, and disinfection. Alum and polymer (coagulants) are added to the water to remove dirt and other particles suspended in the source water. The source water is flocculated by gentle, constant mixing to consolidate the solids in the water to be settled out of the water in a sedimentation basin. The clear water is then filtered through sand, gravel, charcoal, and other filters to remove smaller particles. Chloramines are then added to the water as a disinfectant prior to storage and distribution of the water.

Potable Water withdrawn from each of the seven (7) groundwater wells mentioned above are treated at their source prior to distribution. Groundwater withdrawn from the Upper Floridian Aquifer at each of the groundwater wells is disinfected with sodium hypochlorite at the well head prior to distribution.

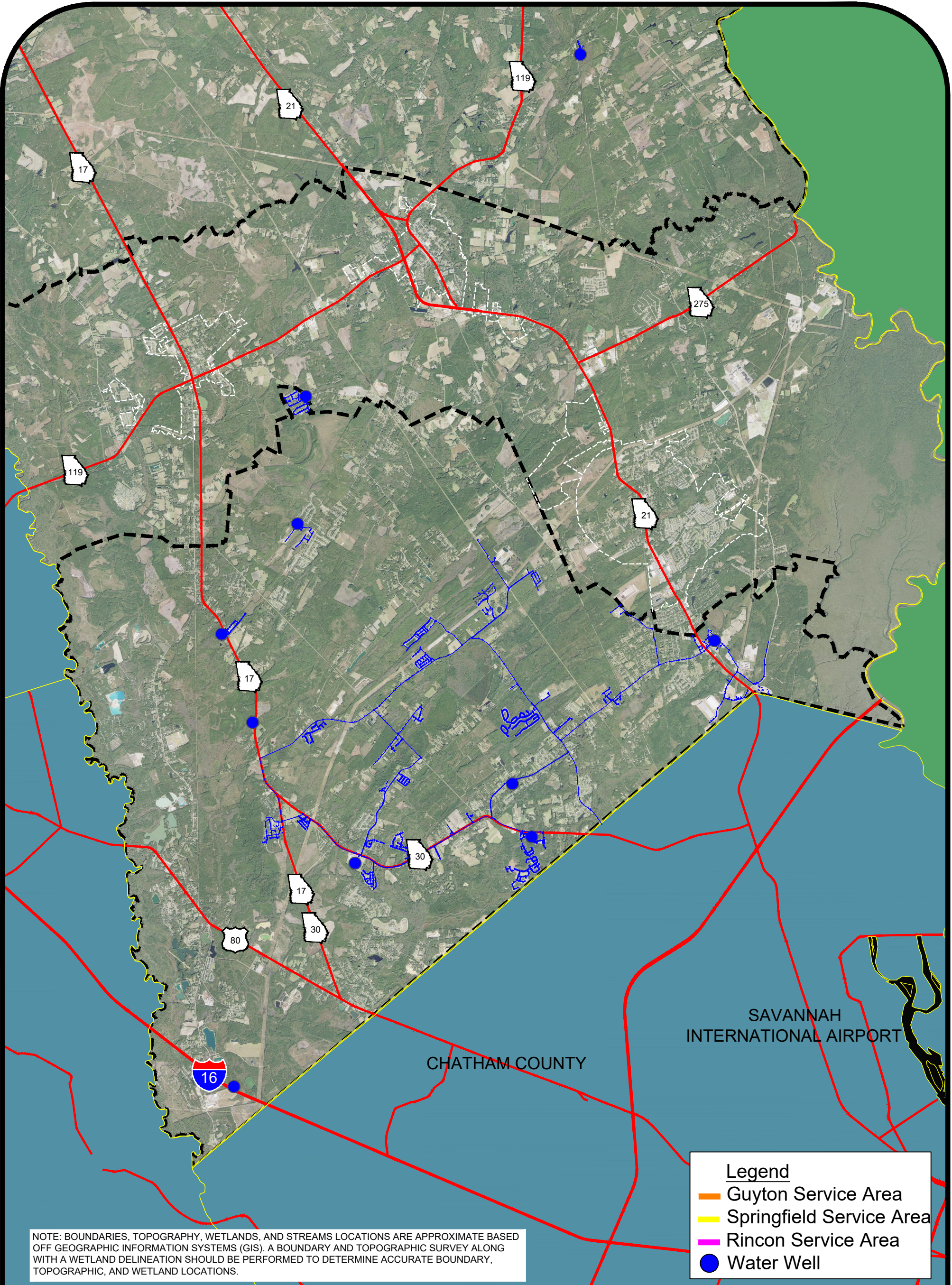
The locations of the eight (8) existing Water Treatment Facilities are depicted in **Exhibit C**.

3.1.3 Water Storage

Effingham County currently has one (1) elevated water storage tank that provides the pressure needed to supply water throughout the system. Additional information about this tank is presented in **Table 3**.

The location of the tank is depicted in **Exhibit C** of this report.

Table 3: Effingham County Water Storage			
Tank	Tank Type	Estimated Overflow (FT – MSL)	Volume (Gallons)
GTIC	Elevated	169’-6”	501,417
Industrial Park	Elevated	177’-0”	120,000



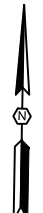
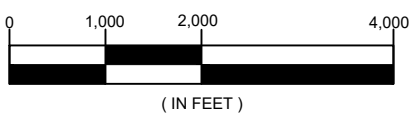
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Legend

- Guyton Service Area
- Springfield Service Area
- Rincon Service Area
- Water Well

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EXHIBIT C



Effingham County Water Service Area Map Water and Wastewater Master Plan Effingham County, Georgia



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September 30, 2021



3.1.4 Planned Future Water Improvements

Effingham County’s 2022 Budget included a Capital Improvements Plan (CIP). Effingham County has funding for Water System Improvements outlined in Table 4 below.

Table 4: Effingham County Planned Water Improvements	
Project Description	Estimated Expenditure
Replace Approximately 2,500 Water Meters	\$262,500
New Mobile Bypass Pump	\$65,000
EPD Required Well Cleaning for 2 Backup Wells	\$10,000
Water Loop A and B Looping Extension Construction	\$5,300,000
Water Loop A and B Looping Extension Engineering	\$60,000
Booster Pump Station Construction to Improve Water Pressure	\$1,450,000
Booster Pump Station Engineering	\$50,000

Effingham County is currently in the process of completing the Water Loop A and B Improvements. Water Loop A consists of the installation of a Sixteen (16)-Inch Water Line to connect to the existing Sixteen (16)-Inch Water Line located at Blandford Elementary School on McCall Road, which is anticipated to be completed in September 2021. Water Loop B consists of the installation of a Sixteen (16)-Inch Water Line to connect to the existing Sixteen (16)-Inch Water Line located near Emerald Crossing Subdivision, which is anticipated to be completed in 2023. Effingham County is also currently in the process of completing construction of a new booster pump station adjacent to the City of Savannah meter to increase water pressure throughout the County. This is anticipated to be completed by April 2023. Effingham County has no additional plans for expansion of the water service area and no planned improvements to increase their capacity that are currently under consideration.

3.1.5 Rate and Fee Schedule

Effingham County has developed a Rate and Fee Schedule based on usage and customer designation. A complete Rate and Fee Schedule can be found in **Appendix B**, and a summarized version can be found in Table 5.



Customer Type	Base Rate	1,000 Gal – 5,000 Gal	5,000 Gal – 10,000 Gal	Over 10,000 Gal
Residential	\$10.00	\$2.44 per 1,000-gal	\$2.66 per 1,000 gal	\$2.88 per 1,000-gal
Commercial/ Industrial	\$50.00	\$3.00 per 1,000-gal	\$4.00 per 1,000-gal	\$5.00 per 1,000 gal

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The United States Geological Service (USGS) reports that the domestic per capita use for public-supplied water in Effingham County was 100 gallons per person per day; therefore, the average monthly usage per Effingham County residential water customer would be expected to be approximately 8,520 gallons per month. Based on this, a residence located within Effingham County would be charged a monthly bill of \$31.56.

3.1.6 Financial Position

Effingham County has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. Effingham County has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the public water and wastewater system can be found in Table 6, and the complete 2020 Audited Financial Statement can be found in **Appendix B**.

Operating Revenues	\$3,650,344
Operating Expenses	\$3,281,058
Non-Operating Expenses	(\$357,574)
Income	\$11,712
Capital Contributions and Cost Recovery Fees	\$834,546
Transfers-In	\$401,033
Change in Net Position	\$1,247,291
Net Position, Beginning of the Year	\$10,177,939
Net Position, End of the Year	\$11,425,230



Effingham County, Georgia

Based on the 2020 Financial Statement, Effingham County reported a Net Gain, largely due to capital contributions and cost recovery fees and transfers in.



3.2 City of Springfield

3.2.1 Service Area and Customer Base

The City of Springfield provides water service to customers within the city limits and outside city limits, as shown on the City of Springfield Water Service Area Map (Exhibit D). Table 7 below summarizes the Georgia EPD’s Active Permitted Drinking Water Systems List updated November 2020 for the City of Springfield.

Table 7: City of Springfield Active Water System Permits			
Name	WSID	Type	Water Customers Served
Springfield	GA1030002	Groundwater	2,123
Long Acres Road Subdivision	GA1030149	Groundwater	

Source: Georgia EPD Drinking Water / Public Water System Permit List dated November 2020

3.2.2 Water Supply and Treatment

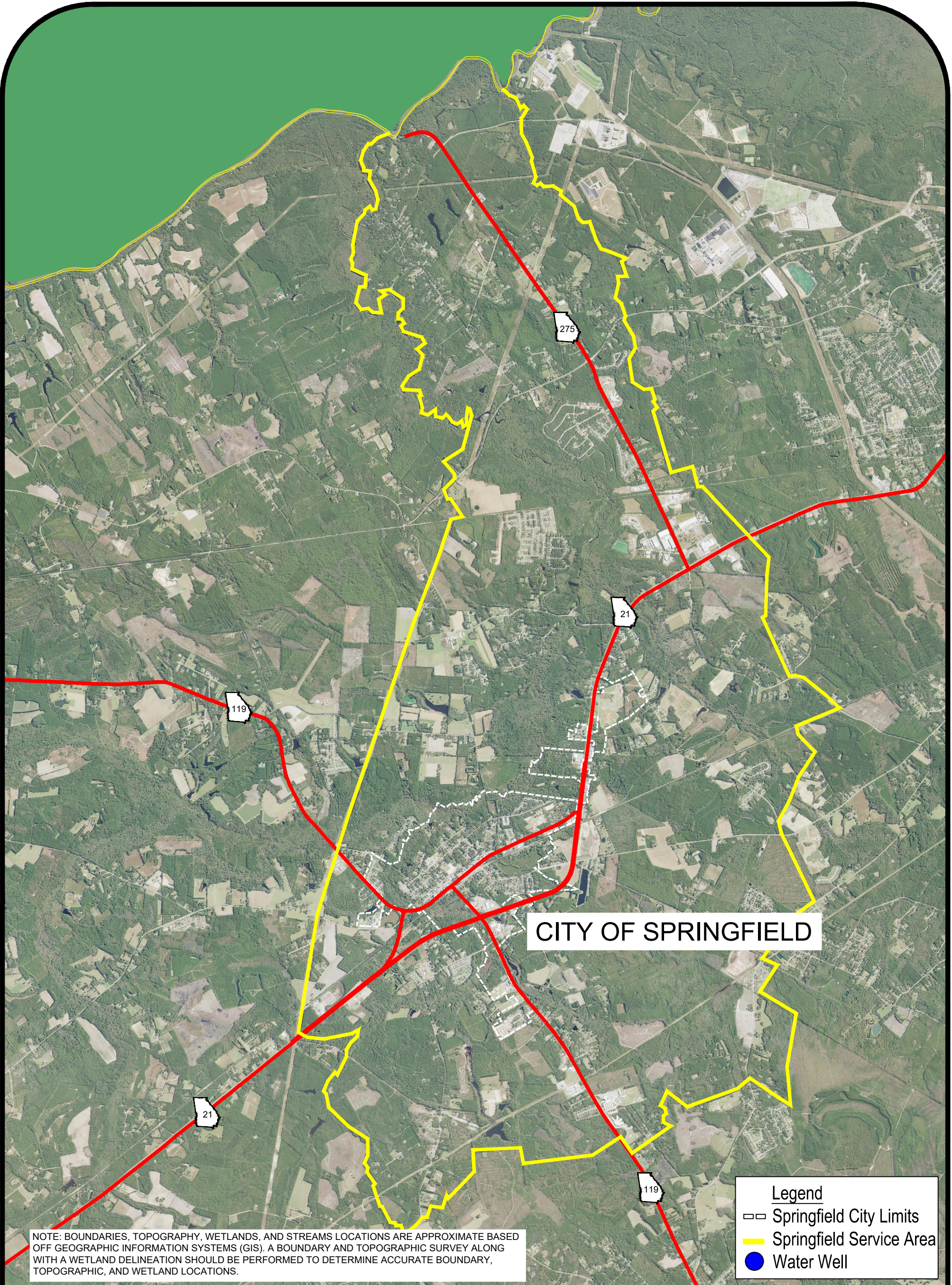
Potable Water is supplied to the City of Springfield from one (1) groundwater wells that sources water from the Floridian Aquifer. The City of Springfield’s Groundwater Withdrawal Permit (051-0012) indicates the Permit Limit Yearly Average is 1.2 Million Gallons per Day (MGD) and that the Permit Limit Monthly Average is 1.2 MGD. Water production for the City of Springfield averaged approximately 0.635 MGD and peaked at approximately 0.787 MGD in 2020.

Potable Water withdrawn from the groundwater well mentioned above is treated at their source prior to distribution. Groundwater withdrawn from the Floridian Aquifer at the groundwater well is disinfected with chlorine at the well head prior to distribution. Fluoride is also added to the water for dental purposes. The locations of the Groundwater Wells are depicted in **Exhibit D**.

3.2.3 Water Storage

The City of Springfield currently has one (1) elevated water storage tank that provides the pressure needed to supply water throughout the system. Additional information about this tank is presented in **Table 8**. The location of the tank is depicted in **Exhibit D** of this report.

Table 8: City of Springfield Water Storage			
Name	Type	Estimated Overflow (FT – MSL)	Volume (Gallons)
First Street Ext (Tank 1)	Elevated	205.75	250,000
Industrial Park (Tank 2)	Elevated	205.60	500,000



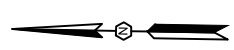
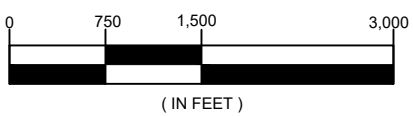
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Legend

- Springfield City Limits
- Springfield Service Area
- Water Well

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EXHIBIT D



Springfield Water Service Area Map Water and Wastewater Master Plan Effingham County, Georgia



Prepared by
Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
September 30, 2021



3.2.4 Planned Future Water Improvements

The City of Springfield’s 2021 Budget includes Water Expenditures and Special Purpose Local Option Sales Tax (SPLOST) Expenditures Capital Improvements Plan (CIP). The City of Springfield has funding for the Water System improvements outlined in **Table 9** below. The City of Springfield has no additional plans for expansion of the water service area and no planned improvements to increase their capacity that are currently under consideration.

Project Description	Estimated Expenditure
SPLOST Water/Sewer Expenditures	\$65,634
Distribution System Repair & Maintenance	\$95,000
Distribution System Infrastructure Repairs	\$50,000
Well Renovations	\$35,000
Elevated Water Storage Tank Repair and Maintenance	\$50,223

3.2.5 Rate and Fee Schedule

The City of Springfield has developed a Rate and Fee Schedule based on usage and customer designation. A complete Rate and Fee Schedule can be found in **Appendix C**, and a summarized version can be found in **Table 10**.

Customer Type	Base Rate	2,000 Gal – 5,000 Gal	5,000 Gal – 20,000 Gal	Over 20,000 Gal
Residential- Inside City	\$12.13	\$2.43 per 1,000-gal	\$3.03 per 1,000-gal	\$3.34 per 1,000-gal
Residential- Outside City	\$18.20	\$3.03 per 1,000-gal	\$4.24 per 1,000-gal	\$5.46 per 1,000-gal
Commercial- Inside City	\$12.13	\$2.43 per 1,000-gal	\$3.03 per 1,000-gal	\$3.34 per 1,000-gal
Commercial- Outside City	\$18.20	\$3.03 per 1,000-gal	\$4.24 per 1,000-gal	\$5.46 per 1,000-gal

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The United States Geological Service (USGS) reports that the domestic per capita use for public-supplied water in City of Springfield was 100 gallons per person per day; therefore, the average monthly usage per City of Springfield residential



water customer would be expected to be approximately 8,520 gallons per month. Based on this, a residence located within City of Springfield would be charged a monthly bill of \$32.52 and a residence located outside of city limits would be charged a monthly bill of \$39.19.

3.2.6 Financial Position

The City of Springfield has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. The City of Springfield has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the public water and wastewater system can be found in **Table 11**, and the complete 2020 Audited Financial Statement can be found in **Appendix C**.

Table 11: City of Springfield 2020 Financial Statement	
Operating Revenues	\$2,263,560
Operating Expenses	\$1,641,816
Operating Income	\$621,744
Non-Operating Expense	(\$197,535)
Income Before Transfers and Capital Contributions	\$424,209
Capital Contributions	\$102,500
Transfers-In	-
Change in Net Position	\$526,709
Net Position, Beginning of the Year	\$8,486,652
Net Position, End of the Year	\$9,013,361

Based on the 2020 Financial Statement, the City of Springfield reported a Net Gain through both Operating Revenues and Capital Contributions.

3.3 City of Rincon

3.3.1 Service Area and Customer Base

The City of Rincon provides water service to customers within the city limits and outside city limits, as shown on the City of Rincon Water Service Area Map (Exhibit D). **Table 12** below summarizes the Georgia EPD’s Active Permitted Drinking Water Systems List updated November 2020 for the City of Rincon.

Name	WSID	Type	Population Served
City of Rincon	GA1030000	Groundwater	2,394

Source: Georgia EPD Drinking Water / Public Water System Permit List dated November 2020

3.3.2 Water Supply and Treatment

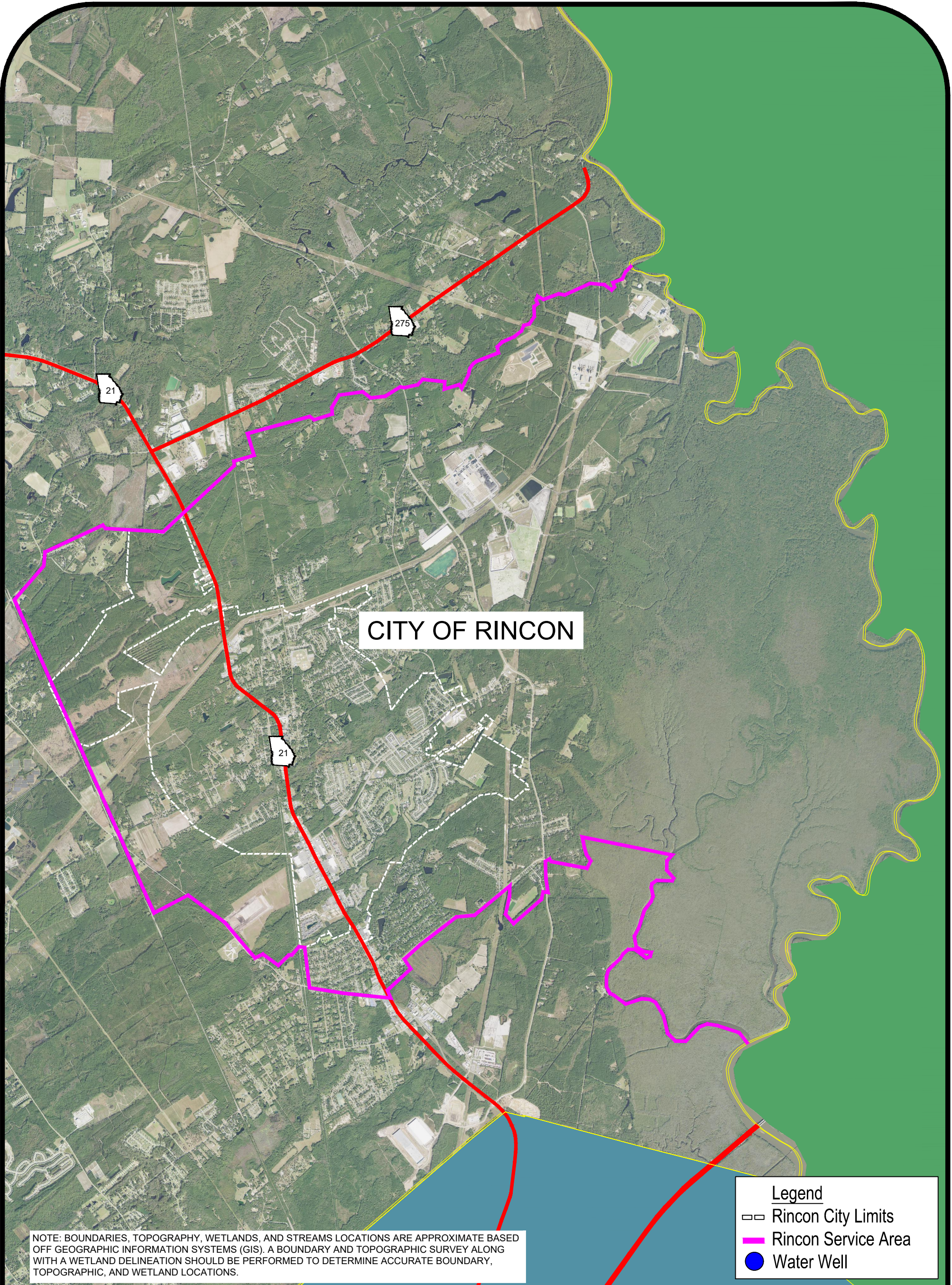
Potable Water is supplied to the City of Rincon from two (2) groundwater wells that source water from the Floridian Aquifer. The City of Rincon’s Groundwater Withdrawal Permits (051-0015 and 051-0001) indicate the Permit Limit Yearly Average is 0.863 Million Gallons per Day (MGD) and 0.882 MGD, respectively. The Permit Limit Monthly Average is 1.25 MGD and 1.401 MGD, respectively

Potable Water withdrawn from the groundwater wells mentioned above is treated at their source prior to distribution. Groundwater withdrawn from the Floridian Aquifer at the groundwater wells is disinfected with chloramines at the well head prior to distribution. The locations of the Groundwater Wells are depicted in **Exhibit E**.

3.3.3 Water Storage

The City of Rincon currently has two (2) elevated water storage tanks that provide the pressure needed to supply water throughout the system. Additional information about these tanks is presented in Table 13. The location of the tanks is depicted in Exhibit E of this report.

Tank	Tank Type	Estimated Overflow (FT – MSL)	Volume (Gallons)
Lisa Street (Tank 1)	Elevated	Not Available	Not Available
Unknown (Tank 2)	Elevated	Not Available	Not Available



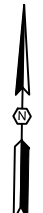
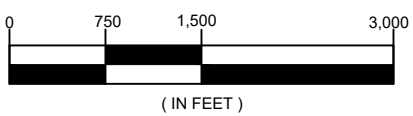
CITY OF RINCON

NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

Legend

- Rincon City Limits
- Rincon Service Area
- Water Well

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Rincon Water Service Area Map

Water and Wastewater Master Plan

Effingham County, Georgia



EXHIBIT E



Prepared by
Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
August 27, 2021



3.3.4 Planned Future Water Improvements

The City of Rincon’s 2021 Budget includes a Capital Improvements Plan (CIP). The City of Rincon Public Works has funding for the Water System improvements, outlined in Table 14, over the next five (5) years. The City of Rincon has no additional plans for expansion of the water service area and no planned improvements to increase their capacity that are currently under consideration.

Fiscal Year	Estimated Expenditure	Project Description
2021	\$1,194,485	Phase III West 7 th Street Water and Wastewater Upgrades
	\$60,000	Well 3 Piping Replacement
2022	\$330,000	Replace Two (2)-Inch Waterline along Richland Avenue with an Eight (8)-Inch Water Main and Fire Hydrants
	\$40,000	Replace Pump at Well 4
2023	\$4,500,000	Extend Sixteen (16)-Inch Waterline from Well 5 to Ft. Howard and connect to Lexington Avenue and East 4 th Street
	\$300,000	Lisa Street Tank Maintenance
2024	\$2,500,000	Extend Twelve (12)-Inch Water Main from Chimney Road to Ft. Howard
2025	\$60,000	Replace Pump at Well 3
	\$200,000	Replace remaining Two (2)-Inch Waterlines throughout City

3.3.5 Rate and Fee Schedule

The City of Rincon has developed a rate and fee schedule based on usage, customer designation, and customer location. A complete rate and fee schedule can be found in **Appendix D**, and a summarized version can be found in Table 15.

Customer Type	Base Rate	3,001 Gal – 9,000 Gal	9,001 Gal – 15,000 Gal	15,001 Gal – 45,000 Gal	Over 45,001 Gal
Residential-Inside City	\$16.00	\$4.00 per 1,000-gal	\$5.50 per 1,000-gal	\$6.25 per 1,000-gal	\$6.75 per 1,000-gal
Residential-Outside City	\$22.00	\$5.50 per 1,000-gal	\$6.25 per 1,000-gal	\$6.75 per 1,000-gal	\$7.50 per 1,000-gal
Commercial-Inside City	\$29.00	\$4.00 per 1,000-gal	\$5.50 per 1,000-gal	\$6.25 per 1,000-gal	\$6.75 per 1,000-gal
Commercial-Outside City	\$41.00	\$5.50 per 1,000-gal	\$6.25 per 1,000-gal	\$6.75 per 1,000-gal	\$7.50 per 1,000-gal



The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The United States Geological Service (USGS) reports that the domestic per capita use, for public-supplied water in City of Rincon was 100 gallons per person per day; therefore, the average monthly usage per City of Rincon residential water customer would be expected to be approximately 8,520 gallons per month. Based on this, a residence located within City of Rincon would be charged a monthly bill of \$42.08 and a residence located outside of city limits would be charged a monthly bill of \$57.86.

3.3.6 Financial Position

The City of Rincon has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. The City of Rincon has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the public water and wastewater system can be found in Table 16, and the complete 2020 Audited Financial Statement can be found in **Appendix D**.

Table 16: City of Rincon 2020 Financial Statement	
Operating Revenues	3,613,658
Operating Expenses	3,153,329
Non-Operating Revenues	1,878,718
Operating Income	460,329
Income before Interfund Transfer	2,339,047
Interfund Transfers	420,384
Change in Net Position	2,759,431
Net Position, Beginning of the Year	25,241,870
Net Position, End of the Year	28,001,301

Based on the 2020 Financial Statement, the City of Rincon reported a Net Gain in the Water and Wastewater Operations.



3.4 City of Guyton

3.4.1 Service Area and Customer Base

The City of Guyton provides water service within city limits and outside of city limits. Table 17 below summarizes the Georgia EPD’s Active Permitted Drinking Water Systems List updated November 2020 for the City of Guyton.

Name	WSID	Type	Population Served
Guyton	GA1030000	Groundwater	2,394

Source: Georgia EPD Drinking Water / Public Water System Permit List dated November 2020

3.4.2 Water Supply and Treatment

Potable Water is supplied to the City of Guyton from three (3) groundwater wells that sources water from the Floridian Aquifer. The City of Guyton’s Groundwater Withdrawal Permit (051-0005) indicates the Permit Limit Yearly Average is 0.715 Million Gallons per Day (MGD) and that the Permit Limit Monthly Average is 0.765 MGD.

Potable Water withdrawn from the groundwater well mentioned above is treated at their source prior to distribution. Groundwater withdrawn from the Floridian Aquifer at the groundwater well is disinfected with chlorine at the well head prior to distribution. The locations of the Groundwater Wells are depicted in Exhibit F.

3.4.3 Water Storage

The City of Guyton currently has three (3) water storage tanks, one (1) of which has been permanently removed from service, that provides the pressure needed to supply water throughout the system. Additional information about these tanks is presented in **Table 18**. The location of the tanks is depicted in **Exhibit F** of this report.

Name	Type	Estimated Overflow (FT – MSL)	Volume (Gallons)
Well # 1 Central Avenue	Elevated Tank	Removed from Service Permanently	
Well #2 Pine Street	Hydropneumatic Tank	Not Available	5,000
Well #3 Magnolia Street	Elevated Tank	Not Available	150,000



CITY OF GUYTON

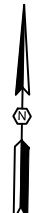
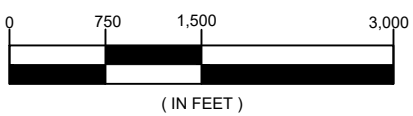
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Legend

- Guyton City Limits
- Guyton Service Area
- Water Well

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EXHIBIT F



Guyton Water Service Area Map Water and Wastewater Master Plan Effingham County, Georgia



Prepared by
Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
August 27, 2021



3.4.4 Planned Future Water Improvements

The City of Guyton’s 2021 Budget includes a Capital Improvements Plan (CIP). The City of Guyton has funding for the Water System improvements outlined in Table 19 below. The City of Guyton has no additional plans for expansion of the water service area and no planned improvements to increase their capacity that are currently under consideration.

Project Description	Estimated Expenditure
SCADA Well Upgrades to Three (3) Wells	\$27,000
Raise Wellhead, Wells 1 & 2	\$74,230
Tank Inspection and Repair	\$35,000
Water Repairs and Meters	\$42,500

3.4.5 Rate and Fee Schedule

The City of Guyton has developed a rate and fee schedule based on usage, customer designation, and customer location. A complete rate and fee schedule can be found in **Appendix E**, and a summarized version can be found in Table 20.

Customer Type	Base Rate	2,001 Gal – 5,000 Gal	5,001 Gal – 10,000 Gal	10,001 Gal – 20,000 Gal	20,000 Gal – 30,000 Gal	30,000 Gal – 50,000 Gal	Over 40,000 Gal	Over 50,000 Gal
Residential	\$21.62 (First 2,000 Gal)	\$3.83 per 1,000-gal	\$4.32 per 1,000-gal	\$4.32 per 1,000-gal	\$6.08 per 1,000-gal	\$11.45 per 1,000-gal	-	\$17.19 per 1,000-gal
Commercial	\$38.82 (First 5,000 Gal)	-	\$3.83 per 1,000-gal	\$3.83 per 1,000-gal	\$4.32 per 1,000-gal	\$4.32 per 1,000-gal	-	\$4.32 per 1,000-gal
Industrial	\$61.75 (First 10,000 Gal)	-	-	\$3.83 per 1,000-gal	\$4.32 per 1,000-gal	\$4.32 per 1,000-gal	-	\$4.32 per 1,000-gal
Schools	\$452.66 (First 40,000 Gal)	-	-	-	-	-	\$4.94 per 1,000-gal	-

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The United States Geological Service (USGS) reports that the domestic per capita use, for public-supplied water in City of Guyton was 100 gallons per person per day; therefore, the average monthly usage per City of Guyton residential water customer would be expected to be approximately 8,520 gallons per month. Based on this, a residence located within City of Guyton would be charged a monthly bill of \$48.32.



3.4.6 Financial Position

The City of Guyton has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. The City of Guyton has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the public water and wastewater system can be found in Table 21, and the complete 2020 Audited Financial Statement can be found in **Appendix E**.

Table 21: City of Guyton 2020 Financial Statement	
Operating Revenues	\$1,588,822
Operating Expenses	\$910,739
Non-Operating Expenses	(\$314,902)
Operating Income	\$678,083
Income before Transfer	\$363,181
Interfund Transfers	\$1,365
Change in Net Position	\$364,546
Net Position, Beginning of the Year	\$4,557,025
Net Position, End of the Year	\$4,921,571

Based on the 2020 Financial Statement, the City of Guyton reported a Net Gain in the Water and Wastewater Operations.



3.5 Water Utility Management

3.5.1 Service Area and Customer Base

Several private water utility companies provide water service throughout Effingham County. Water Utility Management provides service to approximately 4,274 customers throughout Effingham County, largely in the southern portion of the County. **Table 22** below summarizes the Georgia EPD’s Active Permitted Drinking Water Systems List updated December 2021 for Water Utility Management.

Table 22: Water Utility Management Active Water System Permits			
Name	WSID	Type	Active Connections
Foxbow Farms	1030016	Groundwater	300
Conifer Crossing	1030095	Groundwater	361
Foxbow North	1030017	Groundwater	207
Auriga Farms	1030082	Groundwater	230
Kensington-Saddlebrook-Whitehall	1030093	Groundwater	156
Lakewood-Rabun Estates	1030108	Groundwater	149
Huntington-Meadowood-Saint Matthew's	1030119	Groundwater	140
Royal Oaks Plantation	1030112	Groundwater	96
Castlewood-Clearview-Warner Fields	1030117	Groundwater	148
Stonegate	1030144	Groundwater	134
River Road Farms	1030102	Groundwater	97
Buckfield-Pleasant Hill	1030129	Groundwater	85
Waterford Plantation	1030103	Groundwater	71
Meldrim Lake Acres	1030011	Groundwater	81
Paddleford	1030079	Groundwater	75
Shadowbrook	1030143	Groundwater	90
Pecan Grove	1030018	Groundwater	68
Hampton Creek-High Point	1030116	Groundwater	57
Creekwood Farms	1030090	Groundwater	28
Coventry Plantation	1030106	Groundwater	48
Hawk Hammock	1030088	Groundwater	33
Coachwood Estates	1030092	Groundwater	29
Lowground Farms	1030128	Groundwater	39
Hunters Mill	1030109	Groundwater	44
Old Dixie Estates	1030158	Groundwater	33
Mallard Point	1030138	Groundwater	32
Pineora	1030028	Groundwater	35
Barrington	1030120	Groundwater	30
Eagle's Landing	1030147	Groundwater	26
Meldrim Apartments	1030155	Groundwater	28
Pennington Estates	1030157	Groundwater	18
Rosewood	1030105	Groundwater	20
Hidden Lake	1030127	Groundwater	17
Stillwood-Log Landing	1030133	Groundwater	20
Jamestown	1030134	Groundwater	72
Rahn Station	1030130	Groundwater	19

3.5.2 Water Supply and Treatment

Potable Water is supplied to Water Utility Management from eleven (11) groundwater wells that sources water from the Floridan Aquifer. Water Utility Management’s Groundwater Withdrawal Permits consist of Azalea Point (051-0016) which has four (4) permitted sources with an annual average limit of 0.203 MGD and a pumping average of 90,000 GPD. Lakeside Farms-Bloomingdale (051-0014) has four (4) permitted sources with an annual average limit of 0.079 MGD and a pumping average of 72,000 GPD. Goshen Hills-Goshen Villa (051-0017) has three (3) permitted sources with an annual average limit of 0.108 MGD and a pumping average of 40,000 GPD. Based on this, Water Utility Management has an overall annual average limit of 0.390 MGD and a pumping average of 202,000 GPD.

Potable Water withdrawn from the groundwater wells mentioned above is treated at their source prior to distribution. Groundwater withdrawn from the Floridan Aquifer at the groundwater well is disinfected with chlorine and treated with fluoride at the well head prior to distribution.

3.5.3 Water Storage

Water Utility Management currently has several water storage tanks that provide the pressure needed to supply water throughout the system. Additional information about these tanks is presented in **Table 23**.

Table 23: Water Utility Management Water Storage	
Name	Volume (Gallons)
Hawk Hammock Well 2	300
Eden Lakes	500
Meadowood	500
Meldrim Apartments Well 1	500
Meldrim Apartments Well 2	500
Twin Lakes	750
Rosewood	900
Coachwood Estates	1,000
Megan's Bay	1,000
Midland Estates	1,000
Pineora Well #2	1,000
Hawk Hammock Well 1	1,500
Jamestown Well 2	1,500
Lakeside Farms Well #4	1,500
Pennington Estates	1,500
Rahns Station	1,500



Table 23: Water Utility Management Water Storage (cont.'d)	
Name	Volume (Gallons)
Stillwood	1,500
Creekwood Farms	2,000
Foxbow Farms	2,000
Lowground Farms Well #1	2,000
Old Dixie Estates Well #1	2,800
Hidden Lake	3,000
Foxbow North Well 2	3,500
Lakeside Farms Well #1	3,500
Lakeside Farms Well #2	3,500
Auriga Farms Well 1	5,000
Auriga Farms Well 2	5,000
Barrington	5,000
Barrister	5,000
Buckfield Well #1	5,000
Castlewood Well 1	5,000
Conifer	5,000
Coventry	5,000
Eagles Landing Well #1	5,000
Foxbow Farms	5,000
Foxbow North Well 1	5,000
Goshen - Jennifer	5,000
Goshen Huger	5,000
Hampton Creek	5,000
Hunters Mill	5,000
Jamestown Well 1	5,000
Kensington	5,000
Lakeside Farms (Thompson)	5,000
Lakewood	5,000
Mallard Point Well 1	5,000
Meldrim	5,000
Paddleford	5,000
Parkway Place Well #1	5,000
Pecan Grove	5,000
Pineora Well #1	5,000
Rabun Estates	5,000
Saddlebrook	5,000
Shadow Brook Well #1	5,000
Stonegate Well #1	5,000
Warner Fields	5,000
Waterford Plantation	5,000
Forest Hills	10,000
Foxbow Farms	10,000
River Road Farms Well 1	10,000
River Road Farms Well 2	10,000

3.5.4 Planned Future Water Improvements

Water Utility Management has plans for the Water System improvements outlined in **Table 24**. Water Utility Management has no additional plans for expansion of the water service area and no planned improvements to increase their capacity that are currently under consideration.

Project Description	Year
Replace 3,000-Gallon Tank at Creekwood Farms	2021
Replace Well House & 5,000-Gallon Tank at Pineora	2022
Expand Water Service to Barrister Landing 81 Lots/ New Construction Pump and Motor	2022
Install 60KW Generator at Forest Hills for Emergency Service	2022
Replace Well House Roof at Forest Hills	2022
Interconnect Water Systems at Stonegate and Foxbow	2023
Interconnect Water Systems at Barrington and Paddleford	2023
Replace Pump House at Goshen Road-Barrington	2023
Replace Well House at Barrington	2023
Sand blast and epoxy coat 5,000-Gallon tank at Hampton Creek	2024

3.5.5 Rate and Fee Schedule

Water Utility Management has developed a bi-monthly rate and fee schedule based on usage. A complete rate and fee schedule can be found in **Appendix E**, and a summarized version can be found in **Table 25**.

Base Rate	12,001 Gal – 24,000 Gal	24,001 Gal – 36,000 Gal	36,001 Gal – 60,000 Gal	Over 60,000 Gal
\$90.00	\$3.00 per 1,000 gal	\$4.00 per 1,000 gal	\$5.00 per 1,000 gal	\$6.00 per 1,000 gal

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The United States Geological Service (USGS) reports that the domestic per capita use, for public-supplied water in Effingham County was 100 gallons per person per day; therefore, the average monthly usage per residential water customer would be expected to be approximately 8,520 gallons per month and approximately 17,040 gallons every two (2) months. Based on this, a residence located within Water Utility Management’s territory would be charged a bi-monthly bill of \$105.12.



4 EXISTING WASTEWATER SYSTEM INFORMATION

The existing public wastewater systems within Effingham County consist of four (4) operating systems: Effingham County, City of Springfield, City of Rincon, and the City of Guyton. These Public Wastewater Systems serve approximately 26,441 persons across Effingham County. The EPD Active Wastewater Permits List indicates that four (4) private wastewater systems also provide wastewater service to residents throughout Effingham County, which include Coastal Water & Sewage Company, Cypress Lakes Phase III Water Pollution Control Plant (WPCP), Rabun Estate WPCP, and Stonegate Subdivision WPCP. The Georgia EPD estimated that there are approximately 15,025 septic systems located throughout Effingham County that serve the remaining population in Effingham County. This report will discuss the existing wastewater system information for the public wastewater systems in Effingham County.

4.1 Effingham County

4.1.1 Service Area and Customer Base

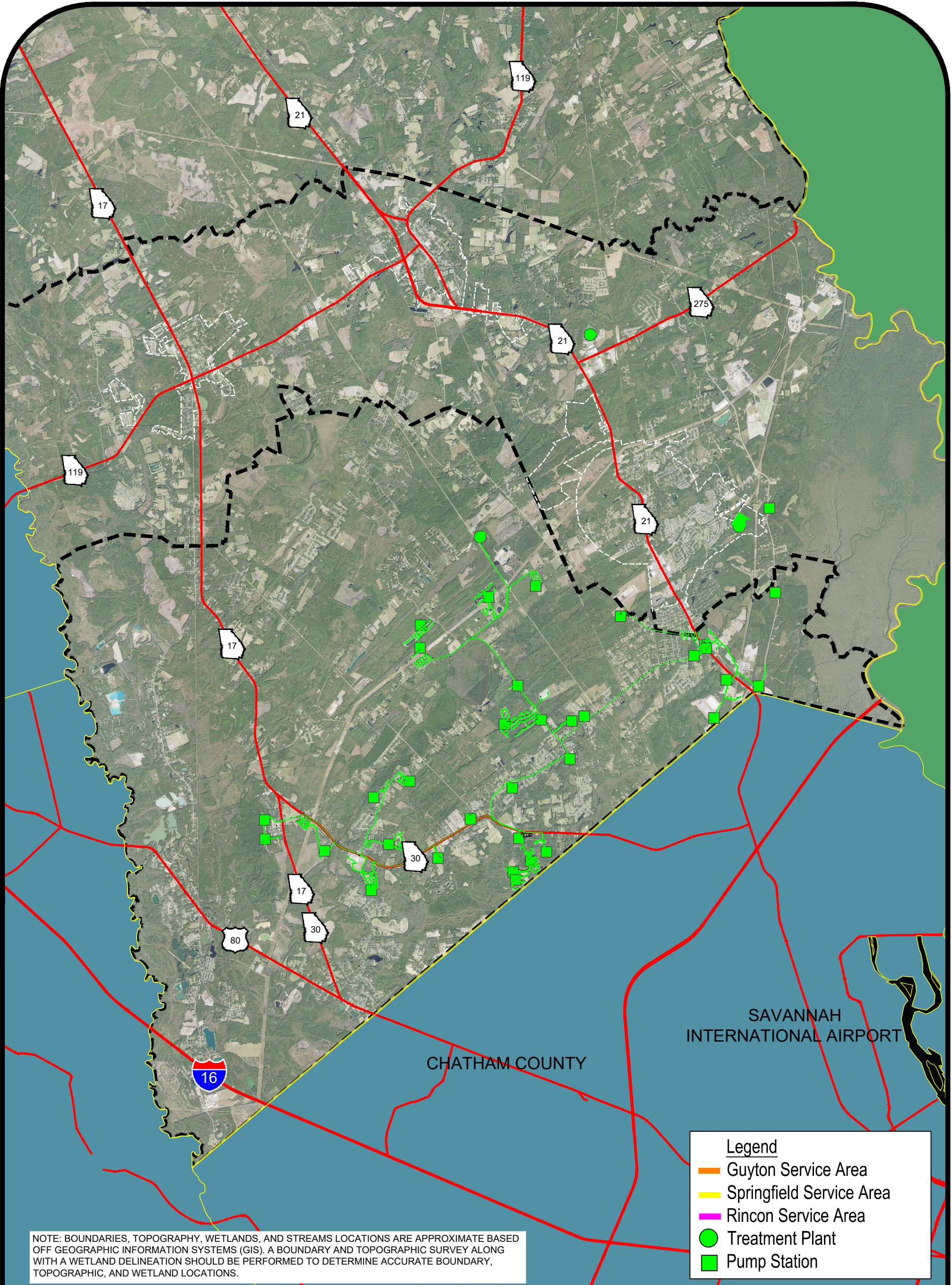
Effingham County provides wastewater service to the unincorporated areas of Effingham County. The majority of wastewater service is supplied to the unincorporated area of Effingham County south of the incorporated areas, as illustrated in the Effingham County Wastewater Service Area Map in **Exhibit G**. **Table 26** below summarizes the Georgia EPD’s Active Wastewater Permits List updated August 2021 for Effingham County.

Table 26: Effingham County Active Wastewater System Permits			
Name	Permit No.	Type	Permitted Discharge (MGD)
Effingham County Industrial Park Water Reclamation Facility (WRF)	GAJ020032	Land Application System	0.09
Effingham County South WRF	GAJ020016	Land Application System	0.5

Source: Georgia EPD Wastewater Permits dated August 2, 2021

4.1.2 Existing Wastewater Collection System

Effingham County operates and maintains approximately thirty-eight (38) miles of gravity wastewater lines and forty (40) miles of force main ranging in size from four (4) inches to thirty-six (36) inches. The wastewater collection system currently has thirty (30) pump stations, which are detailed in **Table 27** below. Effingham County provides wastewater service to residents in the southern portion of unincorporated Effingham County. This service area is depicted in **Exhibit G**.



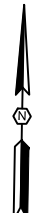
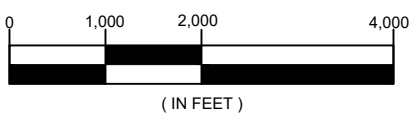
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Legend

- Guyton Service Area
- Springfield Service Area
- Rincon Service Area
- Treatment Plant
- Pump Station

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EXHIBIT G



Effingham County Wastewater Service Area Map Water and Wastewater Master Plan Effingham County, Georgia



Prepared by
Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
September 30, 2021



Table 27: Effingham County Wastewater Pump Stations		
Pump Station ID	Description	Design Flow GPM
EF-PS-01	MARLOW ELEMENTARY	227
EF-PS-02	SOUTH BEND	600
EF-PS-03	SOUTH EFFINGHAM ELEMENTARY	74
EF-PS-04	HODGEVILLE ROAD	1650
EF-PS-05	PARK WEST	850
EF-PS-06	EXLEY TRACT	1150
EF-PS-07	GREYSTONE	1000
EF-PS-08	BLANDFORD ELEMENTARY	180
EF-PS-09	GOSHEN ROAD_LEARNING TREE	172
EF-PS-10	WINDFIELD	397
EF-PS-11	S.E.P_BUCKINGHAM	320
EF-PS-12	OLD AUGUSTA RD- JASPER VILLAGE	425
EF-PS-13	TIMBERLAKE	165
EF-PS-14	STAFFORDSHIRE	250
EF-PS-15	SETTLERS POINT	20
EF-PS-16	PARK WEST PHASE 3	348
EF-PS-17	RED OAK	40
EF-PS-18	SUMMER STATION	90
EF-PS-19	CEDAR RIDGE	50
EF-PS-20	LAUREL MILL	90
EF-PS-21	BLANDFORD CROSSING	95
EF-PS-22	SADDLECLUB @ BELMONT GLEN	250
EF-PS-23	PATRIOTS POINT	136
EF-PS-24	ANTIGUA- CARRIBEAN VILLAGE	
EF-PS-25	PARK WEST PHASE 4	90
EF-PS-26	WOODLANDS	50
EF-PS-27	COVERED BRIDGE	116
EF-PS-28	TRADE CENTER- GITC	255
EF-PS-29	BLUE JAY COMMONS	96
EF-PS-30	PARK WEST PHASE 5	144



4.1.3 Existing Wastewater Reclamation Facilities

Effingham County owns and operates two (2) Water Reclamation Facilities (WRF): The South Water Reclamation Facility and the Effingham County Industrial Park Water Reclamation Facility. The locations of the Water Reclamation Facilities are depicted in Exhibit G.

South Water Reclamation Facility – GAJ020016

The South Water Reclamation Facility, located at 805 Low Ground Road, Guyton, Georgia, is permitted as a Land Application System through the Georgia EPD. The permit and authorization to discharge expires April 30, 2026. The WRF processes wastewater through a series of influent screening, grit removal, biological treatment (oxidation ditch), clarification, filtration, disinfection (UV and sodium hypochlorite), reject pond, and reuse tank. Treated effluent is either distributed to reuse customers or land applied on spray field. Reuse water can be stored in the approximately 250,000-gallon tank prior to distribution to reuse customers. Reject water, which does not meet EPD reuse standards, is returned to the head of the plant for treatment. The reject pond has a volume of approximately 3,200,000 gallons. Solids are digested, dewatered, and transported to a permitted landfill.

Currently the permitted design flow is approximately 0.5 MGD. Phase II of the WRF plans to increase flow to 0.75 MGD while Phase III plans increase flow to 1 MGD. The WRF has been designed for 1 MGD; however, the spray field has a limited capacity of 0.272 MGD. Based on this, the weekly average flow to the spray field is 0.272 MGD and additional flow of treated wastewater is provided to reuse customers. The land treatment system consists of approximately twenty-eight (28) acres of planted pine divided into three (3) zones. Approximately 2.5 inches are applied per week to the land treatment system. A copy of the Land Application System Permit can be found in **Appendix F**.

Industrial Park Water Reclamation Facility – GAJ020032

The Industrial Park Water Reclamation Facility, located at Bay Road, Meldrim, Georgia, is permitted as a Land Application System through the Georgia EPD. The facility has not been constructed. The proposed WRF processes wastewater through a series of influent screening, grit removal, biological treatment (oxidation ditch), clarification, filtration, disinfection (UV and sodium hypochlorite), reject pond, and reuse tank. Treated



effluent is either distributed to reuse customers or land applied on spray field. Reject water, which does not meet EPD reuse standards, is returned to the head of the plant for treatment. The reject pond has a volume of approximately 750,000 gallons. Solids are digested, dewatered, and transported to a permitted landfill.

Currently the permitted design flow is approximately 0.34 MGD. Up to approximately 0.25 MGD of treated wastewater will be distributed to reuse customers and up to 0.09 MGD will be land applied. The land treatment system consists of approximately fifteen (15.3) acres of coastal bermuda grass divided into two (2) zones. Approximately 1.74 inches are applied per week to the land treatment system. A copy of the Land Application System Permit can be found in **Appendix F**.

4.1.4 Wastewater Characteristics

Effingham County’s wastewater is largely comprised of residential and commercial discharges. The Effingham County South WRF does not currently accept process wastewater from industrial customers. The South WRF accepts an average of 77,500 GPD of wastewater from septic tanks. Wastewater effluent from these waste streams are typical characteristics of domestic influent: BOD₅ – 250 mg/l, TSS – 250 mg/l, and Ammonia – 50 mg/l.

Effluent Monitoring Results were obtained from the 2019 LAS Permit Application, for the period of May 2018 through April 2019, and they have been summarized to characterize flow. The treated wastewater is monitored on a monthly basis. Over this period, the average monthly wastewater flows at the WRF were approximately 347,000 gallons per day. **Table 28** below provides a summarized version of the effluent monitoring results which can be found in **Appendix F**.

Table 28: South WRF Effluent Wastewater Characteristics		
Parameter	Treatment Standard	Monthly Average
Flow (MGD)	0.5	0.347
BOD ₅	5.0 mg/L	2
TSS	5.0 mg/L	1.83
Fecal Coliform Bacteria	23#/100 mL 100#/100 mL (daily Max)	
pH (Daily Min / Max)	6.0 – 9.0 S.SU.	
Turbidity (Daily Max)	3 NTU	



4.1.5 Planned Future Wastewater Improvements

Effingham County’s 2022 Budget includes a Capital Improvements Plan (CIP). Effingham County has funding for Wastewater System improvements outlined in **Table 29** below.

Table 29: Effingham County Planned Wastewater Improvements	
Estimated Expenditure	Project Description
\$25,000	RAS Pump and Motor Replacement
\$50,000	Headworks Upgrades
\$50,000	Belt Press Upgrades
\$3,000,000	Direct Discharge Application to increase capacity at Plant
\$140,000	New Wastewater Force Main from Hodgeville Lift Station to the WWTP - Engineering
\$2,777,700	New Wastewater Force Main from Hodgeville Lift Station to the WWTP - Construction
\$450,000	Sprayfield Construction to increase capacity at plant
\$30,000	Sprayfield Engineering to increase capacity at plant
\$2,340,000	Hodgeville Lift Station Upgrade
\$500,000	Wastewater connection adjacent to Hodgeville Road
\$200,000	WWTP Repairs and Upgrades

4.1.6 Rate and Fee Schedule

Effingham County has developed a rate and fee schedule based on usage and customer designation. A complete rate and fee schedule can be found in **Appendix F**, and a summarized version can be found in **Table 30**.

Table 30: Effingham County Wastewater Rate Schedule				
Customer Type	Base Rate	1,000 Gal – 5,000 Gal	5,000 Gal – 10,000 Gal	Over 10,000 Gal
Residential	\$15.00	\$2.62 per 1,000-gal	\$2.90 per 1,000 gal	\$3.18 per 1,000-gal
Commercial/Industrial	\$60.00	\$4.00 per 1,000-gal	\$5.00 per 1,000-gal	\$6.00 per 1,000 gal

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The Georgia Department of Public Health Design Flows indicate wastewater systems should be designed to accommodate a flow of 75 gallons per person per day. Therefore, the average monthly usage per Effingham County residential wastewater customer would be expected to be approximately 6,603 gallons per month. Based on this, a residence located within Effingham County would be charged a monthly bill of \$30.41.



4.1.7 Financial Position

Effingham County has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. Effingham County has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly; however, the Wastewater Treatment Plant is assessed on its own. A summarized version of the 2020 Audited Financial Statement pertaining to the public water and wastewater system can be found in Table 6 in Section 3.1.6. **Table 31** summarizes the Audited Financial Statement pertaining to the Wastewater Treatment Plant. The complete 2020 Audited Financial Statement can be found in **Appendix F**.

Table 31: Effingham County 2020 Financial Statement – Wastewater Treatment Plant	
Operating Revenues	\$159,764
Operating Expenses	\$1,114,896
Operating Loss	(\$955,132)
Non-Operating Expenses	(\$289,078)
Loss before Capital Contributions and Transfers	(\$1,244,210)
Capital Contributions and Cost Recovery Fees	\$1,448,391
Transfers-In	\$939,282
Change in Net Position	\$1,143,463
Net Position, Beginning of the Year	(\$163,554)
Net Position, End of the Year	\$979,909

Based on the 2020 Financial Statement, Effingham County reported a Net Loss, due to the large discrepancy in Operating Revenues and Operating Expenses and Non-Operating Expenses.

4.2 City of Springfield

4.2.1 Service Area and Customer Base

The City of Springfield provides wastewater service to customers within the city limits and outside city limits, as shown on the City of Springfield Wastewater Service Territory Map (**Exhibit H**). **Table 32** below summarizes the Georgia EPD’s Active Wastewater System Permits List updated August 2021 for the City of Springfield.

Table 32: City of Springfield Active Wastewater System Permits			
Name	Permit No.	Type	Permitted Discharge (MGD)
Springfield Water Reclamation Facility	GA0020770	NPDES	0.6

Source: Georgia EPD Wastewater Permits dated August 2, 2021

4.2.2 Existing Wastewater Collection System

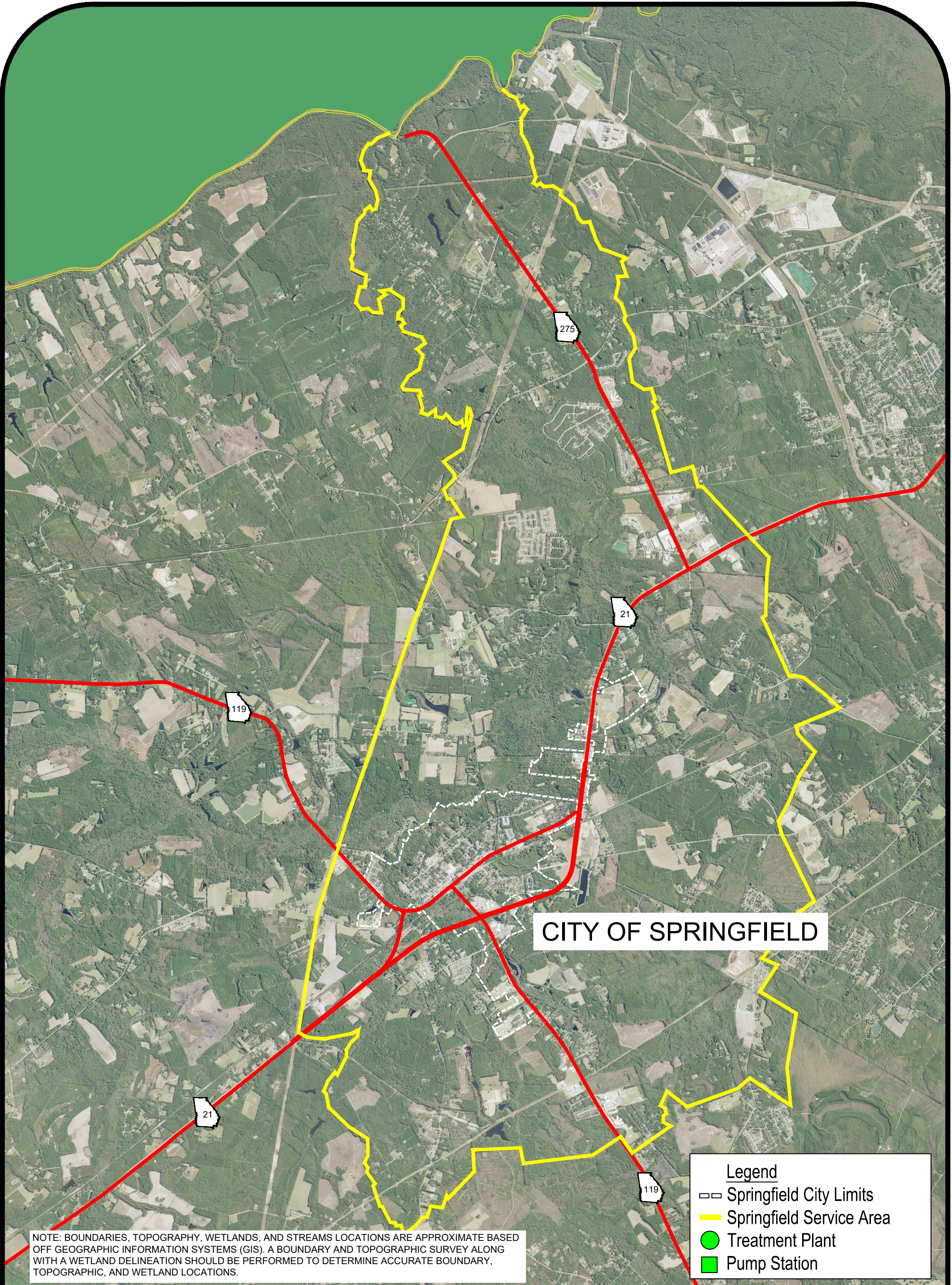
The City of Springfield operates and maintains approximately thirty-nine (39) miles of gravity wastewater lines and fourteen (14) miles of force main ranging in size from four (4) inches to twelve (12) inches. The wastewater collection system serves approximately 1,908 people within the City of Springfield. Wastewater treated by the City of Springfield averaged approximately 0.381 MGD and peaked at 0.860 MGD in 2020. The wastewater collection system currently has twenty-two (22) pump stations. The City of Springfield provides wastewater service to residents within the city limits and outside city limits, which is illustrated in Exhibit H.

4.2.3 Existing Wastewater Treatment Plant

The City of Springfield owns and operates the Springfield Water Reclamation Facilities (WRF). The location of the Springfield Water Reclamation Facilities is depicted in Exhibit H.

Springfield Water Reclamation Facility – GA0020770

The Springfield Water Reclamation Facility, located at 313 Industrial Boulevard, Rincon, Georgia 31326, is permitted through the National Pollutant Discharge Elimination System (NPDES) Permits as a Wastewater Treatment Facility through the Georgia EPD. The permit and authorization to discharge expires July 31, 2022.



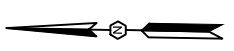
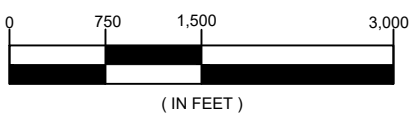
NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

Legend

- Springfield City Limits
- Springfield Service Area
- Treatment Plant
- Pump Station

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EXHIBIT H



Springfield Wastewater Service Area Map

Water and Wastewater Master Plan Effingham County, Georgia



Prepared by
Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
August 27, 2021



The WRF processes wastewater through a series of influent screening, clarification, filtration, digestion, reject pond, and holding pond. Treated effluent is either distributed to reuse customers, land applied on spray field, or discharged to Ebenezer Creek. Reject water, which does not meet EPD reuse standards, is returned to the head of the plant for treatment. The reject pond has a volume of approximately 3,200,000 gallons. Solids are digested, dewatered, and hauled off to a permitted landfill.

Currently the discharge is limited to approximately 0.6 MGD (Monthly Average). Treated effluent is discharged in several different ways: through a Land Application System (LAS), to Water Reuse Customers, and to Ebenezer Creek. A Surface Impoundment is located at 429 Long Bridge Road, Springfield, Georgia that stores water prior to discharge at the approximately 57.9-Acre Land Application System. The LAS is divided into three (3) zones. The three (3) grassed zones have an application rate of approximately 2.5 in/week, 2.0 in/week, and 2.5 in/week, respectively. Additional flow of treated wastewater is provided to reuse customers or is discharged through Outfall #001 to Ebenezer Creek. A copy of the NPDES Permit can be found in **Appendix G**.

4.2.4 Wastewater Characteristics

The City of Springfield's wastewater is largely comprised of residential and commercial discharges. The Springfield WRF accepts process wastewater from Edwards Interiors as part of its Pretreatment Ordinance. Wastewater effluent (Treatment Plant Influent) from these waste streams are typical characteristics of domestic influent: BOD₅ – 250 mg/l, TSS – 250 mg/l, and Ammonia – 50 mg/l.

Effluent monitoring results were obtained from the 2017 NPDES Permit Application, and they have been summarized to characterize flow. The treated wastewater is reported monthly. Over this period, the average monthly wastewater flows at the WRF was approximately 346,000 gallons per day. **Table 33** below provides a summarized version of the DMR's which can be found in **Appendix G**.

Table 33: Springfield WRF Effluent Wastewater Characteristics

Parameter	Ebenezer Creek Discharge Treatment Standard		Reuse System Discharge Treatment Standard	Effluent Characteristics
	Monthly Average	Weekly Average	Monthly Average	Average Daily
Flow (MGD)	0.6	0.75	-	0.346
BOD ₅ (mg/L)	5.0	7.5	5.0	3.7
TSS (mg/L)	5.0	7.5	5.0	2.3
Ammonia (mg/L)	1.0	1.5	-	2.16
Fecal Coliform (#/100mL)	200	400	23	1
Residual Chlorine	0.02	0.02	-	0.96
pH (SU)	6.0-7.5		6.0-8.5	6.9 – 7.42
Dissolved Oxygen (Min)	6.0		-	6.7
Turbidity (NTU)	-		3.0	

4.2.5 Planned Future Wastewater Improvements

The City of Springfield’s 2021 Budget includes Wastewater Expenditures and SPLOST Expenditures. The City of Springfield has funding for the Wastewater System improvements outlined in **Table 34** below.

Table 34: City of Springfield Planned Future Water Improvements

Project Description	Estimated Expenditure
Collection System Repair & Maintenance	\$55,000
Collection System Infrastructure Repairs	\$50,000
WWTP Equipment Repair	\$30,000
Ebenezer Road Lift Station Upgrade	\$300,000
Ebenezer Road Force Main	\$150,000
McCall Road Sewer Main	\$100,000

4.2.6 Rate and Fee Schedule

The City of Springfield has developed a rate and fee schedule based on usage, customer location and designation. A complete rate and fee schedule can be found in **Appendix G**, and a summarized version can be found in **Table 35**.



Table 35: City of Springfield Wastewater Rate Schedule			
Customer Type	Deposit	Base Rate	Over 2,000 Gal
Residential- Inside City	\$105 (Owner)	\$18.92	\$3.78 per 1,000-gal
	\$130 (Renter)		
Residential- Outside City	\$105 (Owner)	\$37.84	\$4.73 per 1,000-gal
	\$130 (Renter)		
Commercial- Inside City	\$100	\$18.92	\$3.78 per 1,000-gal
Commercial- Outside City	\$100	\$37.84	\$4.73 per 1,000-gal

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The Georgia Department of Public Health Design Flows indicate wastewater systems should be designed to accommodate a flow of 75 gallons per person per day. Therefore, the average monthly usage per City of Springfield residential water customer would be expected to be approximately 6,603 gallons per month. Based on this, a residence located within City of Springfield would be charged a monthly bill of \$40.1 and a residence located outside of city limits would be charged a monthly bill of \$64.34.

4.2.7 Financial Position

The City of Springfield has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. The City of Springfield has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the wastewater system can be found in Table 11 in Section 3.2.6. Based on the 2020 Financial Statement, the City of Springfield reported a Net Gain, through both Operating Revenues and Capital Contributions.



4.3 City of Rincon

4.3.1 Service Area and Customer Base

The City of Rincon provides wastewater service to customers within the city limits and outside city limits, as shown on the City of Rincon Wastewater Service Area Map (**Exhibit I**). **Table 36** below summarizes the Georgia EPD’s Active Wastewater System Permits List updated August 2021 for the City of Rincon.

Table 36: City of Rincon Active Wastewater System Permits			
Name	Permit No.	Type	Permitted Discharge (MGD)
Rincon WPCP	GA0046442	NPDES	1.0

Source: Georgia EPD Wastewater Permits dated August 2, 2021

4.3.2 Existing Wastewater Collection System

The City of Rincon did not provide nor have available information related to the length of lines in its wastewater collection system. The wastewater collection system serves approximately 4,850 people within the City of Rincon. The City of Rincon provides wastewater service to residents within the city limits and outside city limits, which is illustrated in **Exhibit I**.

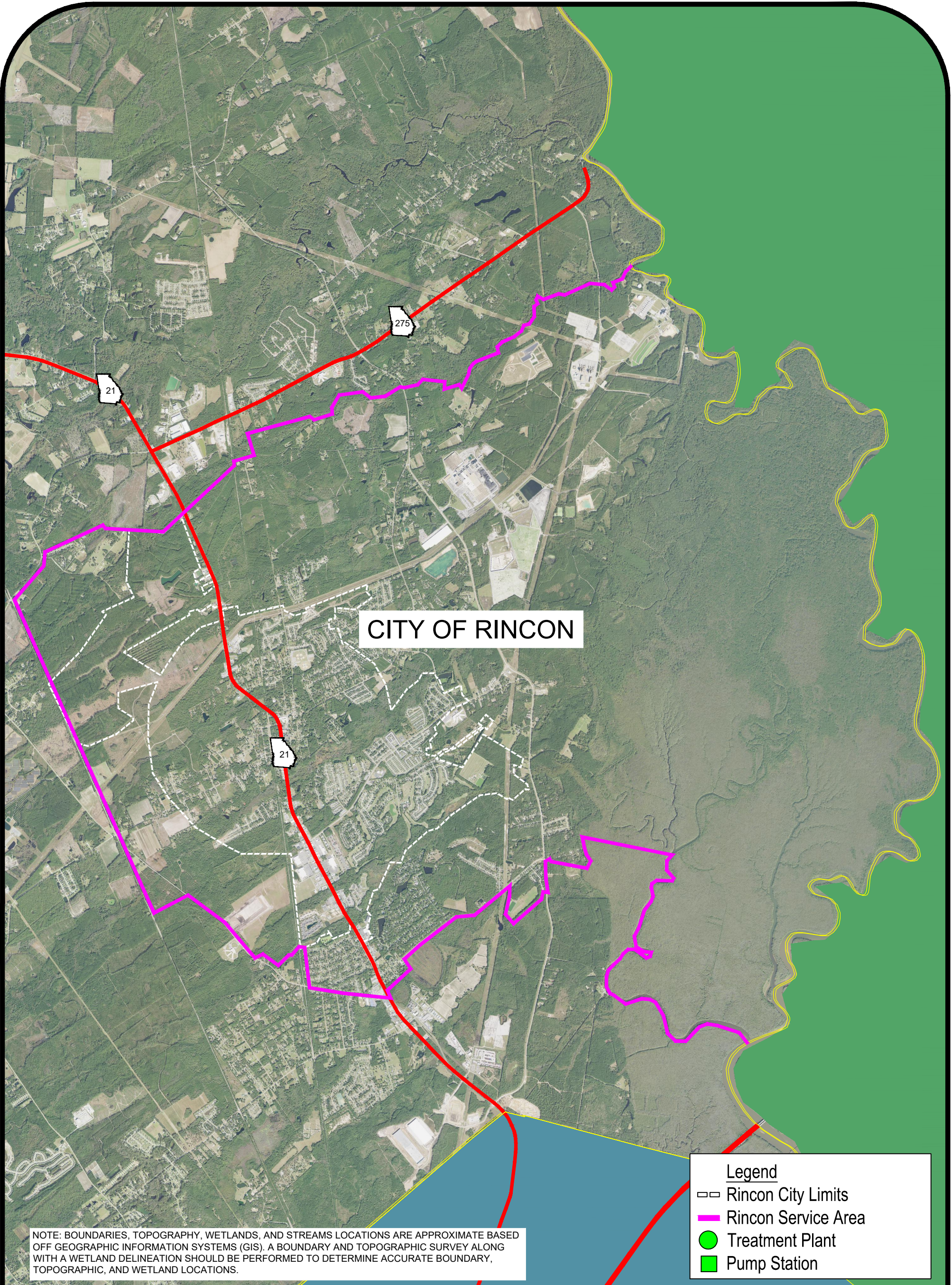
4.3.3 Existing Wastewater Treatment Plant

The City of Rincon owns and operates the Rincon Water Pollution Control Plant (WPCP). The location of the Rincon WPCP is depicted in **Exhibit I**.

Rincon Water Pollution Control Plant – GA0046442

The Rincon WPCP, located at 500 Ackerman Road, Rincon, Georgia, is permitted through the National Pollutant Discharge Elimination System (NPDES) Permits as a Wastewater Treatment Facility through the Georgia EPD. The permit and authorization to discharge expires May 31, 2024.

The WPCP processes wastewater through a series of influent screening, biological treatment (activated sludge), secondary clarification, chemical addition for phosphorus removal, tertiary filtration, and UV disinfection. Treated effluent is either distributed to reuse customers, or discharged to an unnamed tributary of Sweigoffer Creek. Reject water, which does not



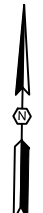
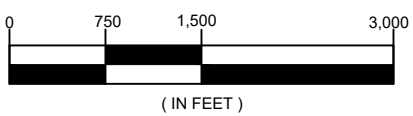
CITY OF RINCON

Legend

- Rincon City Limits
- Rincon Service Area
- Treatment Plant
- Pump Station

NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

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Rincon Wastewater Service Area Map

Water and Wastewater Master Plan

Effingham County, Georgia



EXHIBIT I

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Prepared by
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Project No.: 21162-2051
August 27, 2021



meet EPD reuse standards, is returned to the head of the plant for treatment. The reject pond volume was unavailable for this Report. Solids are digested, dewatered, and transported to a permitted landfill.

Currently the discharge is limited to approximately 1.0 MGD (Monthly Average). Treated effluent is discharged either to Water Reuse Customers or to an unnamed tributary of Sweigoffer Creek. A copy of the NPDES Permit can be found in **Appendix H**.

4.3.4 Wastewater Characteristics

The City of Rincon’s wastewater is largely comprised of residential and commercial discharges. Information regarding the City of Rincon’s Industrial Pretreatment customers, if any, was unavailable. The Rincon WPCP accepts an average of 0.6 MGD of wastewater. Wastewater effluent from these waste streams are typical characteristics of domestic influent: BOD₅ – 250 mg/l, TSS – 250 mg/l, and Ammonia – 50 mg/l.

Discharge Monitoring Reports (DMRs) were obtained from the ECHO Database, for 2021, and they have been summarized to characterize flow. The treated wastewater is monitored on a weekly and monthly basis. Over this period, the average wastewater flows at the WPCP was approximately 0.6 MGD, and the peak flow averaged approximately 1.19 MGD. **Table 37** below provides a summarized version of the DMR’s which can be found in **Appendix H**.

Table 37: Rincon WPCP Effluent Wastewater Characteristics				
Parameter	Discharge Limitations		Characterization of Effluent Discharge	
	Monthly Average	Weekly Average	Average Daily	Maximum Daily
Flow (MGD)	1.0	1.25	0.6	1.19
BOD ₅ (mg/L)	5.0	7.5	2.68	7.8
TSS (mg/L)	5.0	7.5	1.16	5.0
Fecal Coliform (#/100ml)	23	46	7.07	70
Ammonia (mg/L)	0.4	0.6	0.11	1.41
Total Phosphorus (mg/L)	1.0	1.5	0.67	2.12
pH (SU) Min – Max	6.0 – 8.0		-	-
Dissolved Oxygen (mg/L) Min	6.0		-	-



4.3.5 Planned Future Wastewater Improvements

The City of Rincon’s 2021 Budget includes a Capital Improvements Plan (CIP). The City of Rincon Public Works has funding for the Wastewater System improvements, outlined in **Table 38** below, over the next five (5) years.

Table 38: City of Rincon Planned Future Wastewater System Improvements		
Fiscal Year	Estimated Expenditure	Project Description
2021	\$50,000	Keller Lift Station and Manhole Repairs
2022	\$250,000	Dressler Lift Station Rehab
	\$250,000	Woodley Street Lift Station Rehab
2023	\$250,000	Reese Pines Lift Station Rehab
	\$300,000	Kates Cove Lift Station Rehab
2024	\$80,000	Madison Oaks Lift Station Rehab
	\$90,000	Ridgewood Lift Station Rehab
2025	\$800,000	Last phase sewer on West side north of West 7 th to Highway 21
Wastewater Treatment Plant Improvements		
Fiscal Year	Estimated Expenditure	Project Description
2021	\$240,000	Wastewater Treatment Plant Expansion
	\$15,000	Aerator Motor Backup
2022	\$240,000	Wastewater Treatment Plant Expansion
	\$75,000	Tractor Bush Hog Replacement
	\$600,000	Purple Pipe Pilot Program
2023	\$3,300,000	Wastewater Treatment Plant Expansion
	\$25,000	Side by Side
	\$75,000	Remodel Shop
2024	\$4,200,000	Wastewater Treatment Plant Expansion
	\$35,000	Access Road to Plant
	\$100,000	Convert Plant lighting to LED
2025	\$2,200,000	Wastewater Treatment Plant Expansion
	\$35,000	Truck Replacement
	\$100,000	Backhoe Tractor Replacement

4.3.6 Rate and Fee Schedule

The City of Rincon has developed a rate and fee schedule based on usage, customer designation, and customer location. A complete rate and fee schedule can be found in **Appendix D**, and a summarized version can be found in **Table 39**.



Table 39: City of Rincon Wastewater Rate Schedule

Customer Type	Base Rate	3,001 Gal – 9,000 Gal	9,001 Gal – 15,000 Gal	15,001 Gal – 45,000 Gal	Over 45,001 Gal
Residential-Inside City	\$22.00	\$4.00 per 1,000-gal	\$5.25 per 1,000-gal	\$6.00 per 1,000-gal	\$6.50 per 1,000-gal
Residential-Outside City	\$30.00	\$4.75 per 1,000-gal	\$6.25 per 1,000-gal	\$7.00 per 1,000-gal	\$7.50 per 1,000-gal
Commercial-Inside City	\$31.00	\$4.25 per 1,000-gal	\$5.50 per 1,000-gal	\$6.25 per 1,000-gal	\$6.50 per 1,000-gal
Commercial-Outside City	\$44.00	\$4.75 per 1,000-gal	\$6.25 per 1,000-gal	\$7.00 per 1,000-gal	\$7.50 per 1,000-gal

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The Georgia Department of Public Health Design Flows indicate wastewater systems should be designed to accommodate a flow of 75 gallons per person per day. Therefore, the average monthly usage per City of Springfield residential water customer would be expected to be approximately 6,603 gallons per month. Based on this, a residence located within City of Springfield would be charged a monthly bill of \$40.41 and a residence located outside of city limits would be charged a monthly bill of \$51.86.

4.3.7 Financial Position

The City of Rincon has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. The City of Rincon has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the wastewater system can be found in Table 16 in Section 3.3.6. Based on the 2020 Financial Statement, the City of Rincon reported a Net Gain. The complete 2020 Audited Financial Statement can be found in **Appendix D**.



4.4 City of Guyton

4.4.1 Service Area and Customer Base

The City of Guyton provides wastewater service within city limits and outside of city limits. **Table 40** below summarizes the Georgia EPD’s Active Wastewater Permit List updated August 2021 for the City of Guyton.

Table 40: City of Guyton Active Wastewater Permits			
Name	Permit No.	Type	Permitted Discharge (MGD)
Guyton WPCP	GAJ040010	Land Application System	0.146

Source: Georgia EPD Wastewater Permits dated August 2, 2021

4.4.2 Existing Wastewater Collection System

The City of Guyton operates and maintains approximately eighteen (18) miles of gravity wastewater lines and eleven (11) miles of force main ranging in size from four (4) inches to ten (10) inches. The wastewater collection system serves approximately 4,850 people within the City of Rincon. The wastewater collection system currently has seven (7) pump stations. The City of Guyton provides wastewater service to residents within the city limits and outside city limits, which is illustrated in Exhibit J.

4.4.3 Existing Wastewater Treatment Plant

The City of Guyton owns and operates the Guyton Water Pollution Control Plant (WPCP). The location of the Guyton WPCP is depicted in Exhibit J.

Guyton Water Pollution Control Plant – GAJ040010

The Guyton WPCP, located at 2000 Riverside Drive, Guyton, Georgia, is permitted as a Land Application System through the Georgia EPD. The permit and authorization to discharge expires October 31, 2026.

The WPCP processes wastewater through a series of influent screening, aerated ponds, a settling pond, a storage pond, an irrigation pump station, and sprayfields. Solids settle and stabilize at the bottom of the ponds. The ponds have a storage capacity of approximately 3,500,000 gallons. Ponds are periodically dredged and dewatered to remove the sludge, which is disposed of at a permitted landfill. Currently the discharge is limited to



CITY OF GUYTON

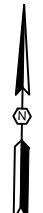
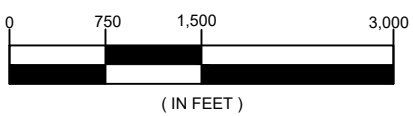
Legend

- Guyton City Limits
- Guyton Service Area
- Treatment Plant
- Pump Station

NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

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EXHIBIT J



Guyton Wastewater Service Area Map
Water and Wastewater Master Plan
Effingham County, Georgia



Prepared by Alliance Consulting Engineers, Inc.

Project No.: 21162-2051
 August 27, 2021



approximately 0.145 MGD (Monthly Average). The land treatment system consists of approximately 25.8 acres of Bermuda grass divided into three (3) zones. Approximately 1.68 inches are applied per week to the land treatment system. Phase II of the facility will decrease the permitted flow from 0.146 MGD to 0.049 MGD to reflect the future abandonment of Zones C and D (17.1 acres). These fields are located in the 100-year flood zone and must be decommissioned. The City of Guyton can submit a new Design Development Report and request a modification to the permit to include additional spray field sites, or apply for an NPDES permit to compensate for the loss of capacity. A copy of the LAS Permit can be found in **Appendix I**.

4.4.4 Wastewater Characteristics

The City of Guyton’s wastewater is largely comprised of residential and commercial discharges. The Guyton WPCP does not accept process wastewater from industrial customers. The Guyton WPCP accepts an average of 0.6 MGD of wastewater. Wastewater effluent (treatment facility influent) from these waste streams are typical characteristics of domestic influent: BOD₅ – 250 mg/l, TSS – 250 mg/l, and Ammonia – 50 mg/l.

Effluent Monitoring Results presented in the Permit Application dated September 2017 have been summarized to characterize the effluent discharge. The treated wastewater is monitored on a monthly basis. Over the period of August 2017 through January 2018, the average wastewater flows at the WPCP was approximately 82,500 gallons per day. **Table 41** below provides a summarized version of the Effluent Monitoring Reports which can be found in **Appendix I**.

Table 41: Guyton WPCP Effluent Wastewater Characteristics		
Parameter	Discharge Limitations	Characterization of Effluent Discharge*
	Monthly Average	Monthly Average
Flow (MGD)	0.146	0.0825
BOD ₅ (mg/L)	50	23.7
TSS (mg/L)	50	19.4
pH	Report	-

4.4.5 Planned Future Wastewater Improvements

The City of Guyton’s 2021 Budget includes a Capital Improvements Plan (CIP). The City of Guyton has funding for the Water System improvements outlined in **Table 42**.



Project Description	Estimated Expenditure
Linton Lane Manhole Repairs	\$15,000
Mossy Hollow Pump Replacement	\$10,000
WWTP Repairs and Maintenance	\$20,000
Sewer Repairs and Maintenance	\$55,000

4.4.6 Rate and Fee Schedule

The City of Guyton has developed a rate and fee schedule based on usage, customer designation, and customer location. A complete rate and fee schedule can be found in **Appendix E**, and a summarized version can be found in **Table 43**.

Customer Type	Base Rate	2,001 Gal – 5,000 Gal	5,001 Gal – 10,000 Gal	10,001 Gal – 20,000 Gal	20,000 Gal – 30,000 Gal	30,000 Gal – 50,000 Gal	Over 40,000 Gal	Over 50,000 Gal
Residential	\$33.71 (First 2,000 Gal)	\$5.52 per 1,000-gal	\$6.22 per 1,000-gal	\$6.22 per 1,000-gal	-	-	-	-
Commercial	\$55.90 (First 5,000 Gal)	-	\$5.52 per 1,000-gal	\$5.52 per 1,000-gal	\$6.22 per 1,000-gal	\$6.22 per 1,000-gal	-	\$6.22 per 1,000-gal
Industrial	\$61.25 (First 10,000 Gal)	-	-	\$3.83 per 1,000-gal	\$4.32 per 1,000-gal	\$4.32 per 1,000-gal	-	\$4.32 per 1,000-gal
Schools	\$651.83 (First 40,000 Gal)	-	-	-	-	-	\$4.94 per 1,000-gal	-

The United States Census estimates 2.84 persons per household (2015 – 2019) for Effingham County. The Georgia Department of Public Health Design Flows indicate wastewater systems should be designed to accommodate a flow of 75 gallons per person per day. Therefore, the average monthly usage per City of Guyton residential water customer would be expected to be approximately 6,603 gallons per month. Based on this, a residence located within City of Guyton would be charged a monthly bill of \$60.24.



4.4.7 Financial Position

The City of Guyton has an Audited Financial Statement completed at the end of each fiscal year to assess its financial position created over the previous twelve (12) months of operation. The City of Guyton has the Audited Financial Statement organized such that the Water and Wastewater Operations are assessed jointly. A summarized version of the 2020 Audited Financial Statement pertaining to the wastewater system can be found in Table 21 in Section 3.4.6. Based on the 2020 Financial Statement, the City of Rincon reported a Net Gain. The complete 2020 Audited Financial Statement can be found in **Appendix E**.



5 WATER DEMAND AND WASTEWATER FLOW PROJECTIONS

The purpose of this analysis is to provide projections of the anticipated water demand and wastewater generation for the next ten (10) years throughout Effingham County in order to determine feasible alternatives for providing an adequate water source and wastewater treatment to ensure capacity for the future.

The four (4) entities in Effingham County that provide public water and wastewater service provided information regarding current water usage and wastewater flows. The water usage and wastewater flows for each of these entities, projected population growth, and proposed industrial development assist in determining the projected future water usage and wastewater flows for Effingham County.

5.1 Water Demand Projections

In order to evaluate future water supply, storage, and distribution capacities, total water usage will be projected based on the anticipated population to be served. The number of water customers was projected based on the municipal populations projected by the Georgia Governor's Office of Planning and Budget, which can be found in **Section 2.2**. This growth rate is coupled with a one percent (1%) annual increase in customers due to system expansions and economic development. The total customers of each municipal water system are then summarized in **Table 44**.

Effingham County

Effingham County served approximately 3,089 customers in 2020 based on data received from Effingham County. A majority of these users are residential, based on this, the population served is estimated to be approximately 7,540 people, using the US Census Bureau 2015 – 2019 Persons per Household for Effingham County. Based on the projections, a net increase of 1,106 customers is expected from 2020 to 2030.

City of Springfield

The City of Springfield served approximately 1,539 in 2020 based on data received from the City of Springfield. A majority of these users are residential, based on this, the population served is estimated to be approximately 4,371 people, using the US Census Bureau 2015 – 2019 Persons per Household for Effingham County. Based on the projections, a net increase of 730 customers is expected from 2020 to 2030.

City of Guyton

The City of Guyton served approximately 1,114 customers in 2020 based on data received from the City of Guyton. A majority of these users are residential, based on this, the population served is estimated to be approximately 3,164 people, using the US Census Bureau 2015 – 2019 Persons per Household for Effingham County. Based on the projections, a net increase of 483 customers is expected from 2020 to 2030.



Table 44: Water Customer Projections

Water Service Provider	Current (2020)	2024	2026	2028	2030
Effingham County	3,089	3,559	3,783	4,006	4,195
City of Springfield	1,539	1,925	2,046	2,166	2,269
City of Rincon					
City of Guyton	1,114	1,355	1,440	1,525	1,597

For conceptual planning and the projection of anticipated supply needs, the average usage per customer was calculated utilizing data provided by the water service providers. The average water usage per customer calculations allow the associated water usage of each system to be expressed in terms of a typical demand associated with residential usage. **Table 45** estimates the anticipated water usage for each municipality and the potential regional system based on the projected growth and projected average water usage by 2030.

Table 45: Annual Water Usage Projections

Water Service Provider	Year	Total System Usage Gal/Yr (Oglethorpe Power Water Usage)	Current Permitted Capacity (Gal/Yr)	Surplus System Capacity (Gal/Yr)
Effingham County	2020	285,028,693 (1,000,860,700)	1,656,735,000	370,845,607
	2024	323,528,049 (972,577,320)		377,501,344
	2026	343,856,720 (955,705,607)		357,172,674
	2028	364,131,586 (955,705,607)		336,897,807
	2030	381,348,634 (955,705,607)		319,680,760
City of Springfield	2020	176,521,558	438,000,000	261,478,442
	2024	205,046,955		232,953,045
	2026	217,930,944		220,069,056
	2028	230,780,834		207,219,166
	2030	241,692,726		196,307,274
City of Rincon	2020	Not Available	636,925,000	Not Available
	2024			
	2026			
	2028			
	2030			
City of Guyton	2020	66,239,459	260,975,000	194,735,541
	2024	73,345,478		187,629,522
	2026	77,954,093		183,020,907
	2028	82,550,510		178,424,490
	2030	86,453,703		174,521,297



Table 45 does not include elevated storage requirements to achieve minimal fire flow protection. Additionally, the projected municipal water usage does not account for increased water demand from Oglethorpe Power Corporation.

5.2 Wastewater Generation Projections

In order to evaluate future wastewater generation and treatment capacities, total wastewater usage will be projected based on the anticipated population to be served. The number of wastewater customers was projected based on the municipal populations projected by the Georgia Governor’s Office of Planning and Budget, which can be found in **Section 2.2**. This growth rate is coupled with a one percent (1%) annual increase in customers due to system expansions and economic development. The total customers of each municipal wastewater system are then summarized in **Table 46**.

Effingham County

Effingham County served approximately 2,397 customers in 2020 based on data received from Effingham County. A majority of these users are residential, based on this, the population served is estimated to be approximately 6,807 people, using the US Census Bureau 2015 – 2019 Persons per Household for Effingham County. Based on the projections, a net increase of 915 customers is expected from 2020 to 2030.

City of Springfield

The City of Springfield served approximately 1,539 in 2020 based on data received from the City of Springfield. A majority of these users are residential, based on this, the population served is estimated to be approximately 4,371 people, using the US Census Bureau 2015 – 2019 Persons per Household for Effingham County. Based on the projections, a net increase of 730 customers is expected from 2020 to 2030.

City of Guyton

The City of Guyton served approximately 648 customers in 2020 based on data received from the City of Guyton. A majority of these users are residential, based on this, the population served is estimated to be approximately 1,840 people, using the US Census Bureau 2015 – 2019 Persons per Household for Effingham County. Based on the projections, a net increase of 400 customers is expected from 2020 to 2030.

Table 46: Wastewater Customer Projections					
Water Service Provider	Current (2020)	2024	2026	2028	2030
Effingham County	2,397	2,810	2,987	3,163	3,312
City of Springfield	1,539	1,925	2,046	2,166	2,269
City of Rincon	Not Available				
City of Guyton	648	873	927	982	1,028



For conceptual planning and the projection of anticipated treatment needs, the average generation per customer was calculated utilizing data provided by the wastewater service providers. The average wastewater generation per customer calculations allow the associated wastewater generation of each system to be expressed in terms of a typical demand associated with residential usage. **Table 47** estimates the anticipated water usage for each municipality and the potential regional system based on the projected growth and projected average water usage by 2030.

Table 47: Annual Wastewater Generation Projections				
Wastewater Service Provider	Year	Total System Generation (Gal/Yr)	Current Permitted Capacity (Gal/Yr)	Surplus System Capacity (Gal/Yr)
Effingham County	2020	193,357,329	306,600,000	113,242,671
	2024	225,897,213		80,702,787
	2026	240,091,314		66,508,686
	2028	254,247,848		52,352,152
	2030	266,269,319		40,330,681
City of Springfield	2020	176,521,558	219,000,000	42,478,442
	2024	205,046,955		13,953,045
	2026	217,930,944		1,069,056
	2028	230,780,834		-11,780,834
	2030	241,692,726		-22,692,726
City of Rincon	2020	Not Available	365,000,000	Not Available
	2024			
	2026			
	2028			
	2030			
City of Guyton	2020	31,957,909	53,290,000 17,885,000*	21,332,091
	2024	38,623,047		-20,738,047*
	2026	41,049,900		-23,164,900*
	2028	43,470,331		-25,585,331*
	2030	45,525,716		-27,640,716*

* City of Guyton WPCP will decrease the permitted flow from 0.146 MGD to 0.049 MGD to reflect the future abandonment of Zones C and D (17.1 acres). These fields are located in the 100-year flood zone and must be decommissioned.

Based on the projected increases in wastewater flows, Effingham County, City of Springfield, and the City of Guyton would be expected to need expansions of their treatment capacity over the evaluated time period. If wastewater service were regionalized between the three (3) existing wastewater service providers, there would be a combined treatment capacity of approximately 543,485,000 Gallons per Year, or approximately 1.5 MGD. This would result in a surplus in 2020, 2024, 2026, and 2028. In 2030 a deficit of 10,002,761 Gallons across the three (3) existing wastewater service providers.



6 PROPOSED EFFINGHAM COUNTY WATER SYSTEM RECOMMENDATIONS

6.1 General

While the evaluations of the Existing Water Systems in Effingham County included the City of Springfield, City of Guyton, and City of Rincon, this section will focus more on recommendations for Effingham County.

Effingham County's main priority for future Water Service to its residents and industry should be focused on Water Supply and Reliability for its long-term viability. In the short term, Effingham County will need to continue to make improvements to its Water Distribution System, but those improvements can typically be done as needed and in conjunction with new developments.

6.2 Current Water Capital Improvement Plan (CIP) Projects

6.2.1 *Water Distribution System Hydraulic Model*

As part of this County-Wide Water and Wastewater Study, Alliance Consulting Engineers, Inc. prepared a Hydraulic Model of Effingham County's Water Distribution System. The program selected for use with this project, WaterCAD by Bentley Software, was used to analyze steady state flow conditions for the pipeline distribution network. Beyond providing solutions to steady state simulations, the program is also capable of extended period simulations involving varying tank levels and diurnal fluctuations in demands.

6.2.2 *Booster Station Implementation*

Effingham County completed a new Drinking Water Booster Station that was brought online in April 2023. The Booster Station is located on the east side of Hodgeville Road less than a quarter mile north of GA Highway 30. The Booster Pump Station conveys drinking water through the existing 36-Inch Water Main along Hodgeville Road. The Booster Station has five (5) pumps, two (2) smaller pumps conveying approximately 1,050 GPM and three (3) larger pumps conveying approximately 3,300 GPM. The purpose of the Booster Station Implementation was to provide adequate, increased pressures from the City of Savannah supply water main into Effingham County's Drinking Water Distribution System, particularly with increased demand on the system.

6.2.3 *Water Main Loop B*

In the past, Effingham County's Water Distribution System expansion has been driven by growth, resulting in short extensions to serve new development.



As a result, the system has many dead-end pipe runs without the benefit of a looped system. As much as 3 million gallons per month is used to flush the system to maintain water quality. Therefore, the County began a series of projects to connect the ends and loop the system. The first loop following McCall Road (Water Main Loop A) was completed in 2021.

Effingham County completed Water Main Loop B along Blue Jay Road, Georgia Highway 17, and Georgia Highway 30 that was brought online in April 2023. In addition to providing water quality benefits, these loops now provide service to much of the future growth areas already rezoned and ready for residential construction.

6.2.4 Georgia International Trade Center (GITC) Water Tank

Effingham County completed the GITC Water Tank and Altitude Valve that was brought online in April 2023. The GITC Water Tank and Altitude Valve is located on the north side of Trade Center Boulevard, approximately 0.6-miles west of GA Highway 21. The Elevated Pedosphere Tank has a volume of approximately 500,000 Gallons and was installed to support the domestic and fire protection needs at required pressures of the numerous Industrial facilities recently construction in the Georgia International Trade Center.

6.2.5 Old Augusta Road Waterline Extension

Effingham County completed a Water Main Extension along Old Augusta Road to Abercorn Road that was brought online in April 2023. This project was another water main loop to improve water quality and provide service to future growth in the area.

6.3 Pending Water Capital Improvement Plan (CIP) Projects

6.3.1 Water Supply Assessment

Effingham County should evaluate augmenting the City of Savannah water supply with existing County groundwater wells in the Goshen area.

In addition, Water Utility Management has offered to Effingham County the ability to purchase Water Supply and Storage from Water Utility Management's private Water Systems. Effingham County should explore this option further to be sure it is taking advantage of infrastructure that is already in place and available from a supply and storage standpoint.

6.3.2 Water Storage Assessment

While Effingham County currently has adequate storage capacity within its Water Distribution System, Effingham County still requires Booster Pump



Stations to maintain pressure within portions of its distribution system. Effingham County should evaluate future Elevated Storage Tank elevations and placement in order to minimize the need for pumping to serve its customers.

An Elevated Storage Tank is currently planned for the Savannah Gateway Industrial Hub (SGIH) with private investment. Effingham County should evaluate an opportunity for Public-Private partnership with the ability to pay additional funds for a larger Elevated Storage Tank to provide Effingham County with additional storage for future capacity.

6.3.3 *Old Augusta Road / Logistics Parkway Loop*

Effingham County has Engineering Design and Construction Drawings in progress to construct a new Water Main along Old Augusta Road to create a loop in the Water Distribution System. This loop will continue to provide added flow capacity and improved pressures and circulation to existing and future customers in this area.

6.4 Potential Water Capital Improvement Plan (CIP) Projects

6.4.1 *Water Supply Redundancy from New Source*

While Effingham County currently has plenty of surplus capacity from the City of Savannah, ultimately up to 20.5 MGD, Effingham County should explore its own potential Surface Water Withdrawal and Water Treatment Plant (WTP) options or a northern Groundwater Well should these options ever become needed in the future. Typically, the approval process of New Water Withdrawal options is a lengthy one so planning ahead and can be of the utmost importance.

Any viable Surface Water or Groundwater Withdrawal option within Effingham County may never need to be implemented if nothing changes with the City of Savannah's water supply agreement. However, Effingham County is dependent upon the City of Savannah's water supply without a viable backup plan.

6.4.2 *Water Supply to Savannah Portside International Park (SPIP)*

The Savannah Portside International Park is a Class A, 160-Acre Industrial Park in Effingham County, west of Savannah. Located less than a half mile from Interstate 16, SPIP provides excellent access to the Port of Savannah and the Savannah / Hilton Head International Airport.

Effingham County should evaluate providing water supply to SPIP from either a new connection to the City of Savannah's Water System or other viable sources such as Jabaz Jones.



6.4.3 Water Main Extensions to Areas of New Growth

Effingham County should continue to explore Water Main Extensions to create system loops and provide opportunities for future growth including areas east of Springfield and areas in the southwest and west portion of Effingham County that are in close proximity to the new Hyundai Motor Group site.

6.4.4 Supervisory Control And Data Acquisition (SCADA) Improvements

Effingham County has a functional SCADA system on a Grundfos platform for its WWTP and Pump Stations but no similar system on its Water Distribution System. The County's Groundwater Wells are checked daily but connecting them to the existing Grundfos SCADA system will allow for quicker response time should an outage occur. SCADA systems would need to be installed at the following locations:

- #2 Springfield Central (Old School)
- #4 and #5 Hunter's Chase and Abbey Lane (81 Homes)
- #6 Courthouse Road (County Dry Waste / Recycling Center and Fire Station)
- #8 Southbrook (18 Homes)
- #9 Berryville (10 Homes)
- #10 I-16 Industrial Park
- #11 Greenbriar (30 Homes)



7 PROPOSED EFFINGHAM COUNTY WASTEWATER SYSTEM IMPROVEMENTS

7.1 General

While the evaluations of the Existing Water Systems in Effingham County included the City of Springfield, City of Guyton, and City of Rincon, this section will focus more on recommendations for Effingham County.

Effingham County's main priority for future Wastewater Service to its residents and industry should be focused on Wastewater Treatment and Discharge Capacity for its long-term viability. In the short term, Effingham County will need to continue to make improvements to its Wastewater Collection System, but those improvements can typically be done as needed and in conjunction with new development. The process to secure new treatment and discharge capacity is a much lengthier and costlier process.

7.2 Current Wastewater Capital Improvement Plan (CIP) Projects

7.2.1 *New Wastewater Treatment Plant (WWTP)*

During the course of this Master Plan, it was determined that a new Effingham County WWTP was needed and that expanding the current WWTP was not preferred given new, advanced treatment technologies and the potential costs of the expansion.

In June of 2022, Effingham County requested qualifications from Engineering Firms and began the process of a new 2-MGD WWTP, expandable in the future to 3-MGD and 4-MGD. A future wastewater treatment capacity of 4-MGD would provide Effingham County with more than adequate capacity for future residential growth for decades to come but would also provide surplus capacity to help attract and serve potential industrial prospects looking to potentially locate to Effingham County.

The new WWTP also includes a 5-MGD Reuse Pond and Septic Receiving Station. Once the new WWTP is operational, Effingham County should evaluate the benefit of rehabilitating or upgrading the existing WWTP for additional capacity.

7.2.2 *Wastewater Effluent Discharge*

Effingham County is currently limited in its Wastewater Effluent Discharge to its current Springfield capacity and the Residential Wastewater Re-Use System. While Effingham County has already begun plans to build a new 2-MGD WWTP, it will need increased disposal capacity. The following sections will review proposed, potential and preferred wastewater discharge alternatives.



In general, Effingham County prefers land application and re-use alternatives to surface water discharges, although surface water discharges will be needed for times when land application and re-use are not available such as during the winter or during rainy weather.

7.2.2.1 Little Ogeechee River / Ogeechee Run Discharge

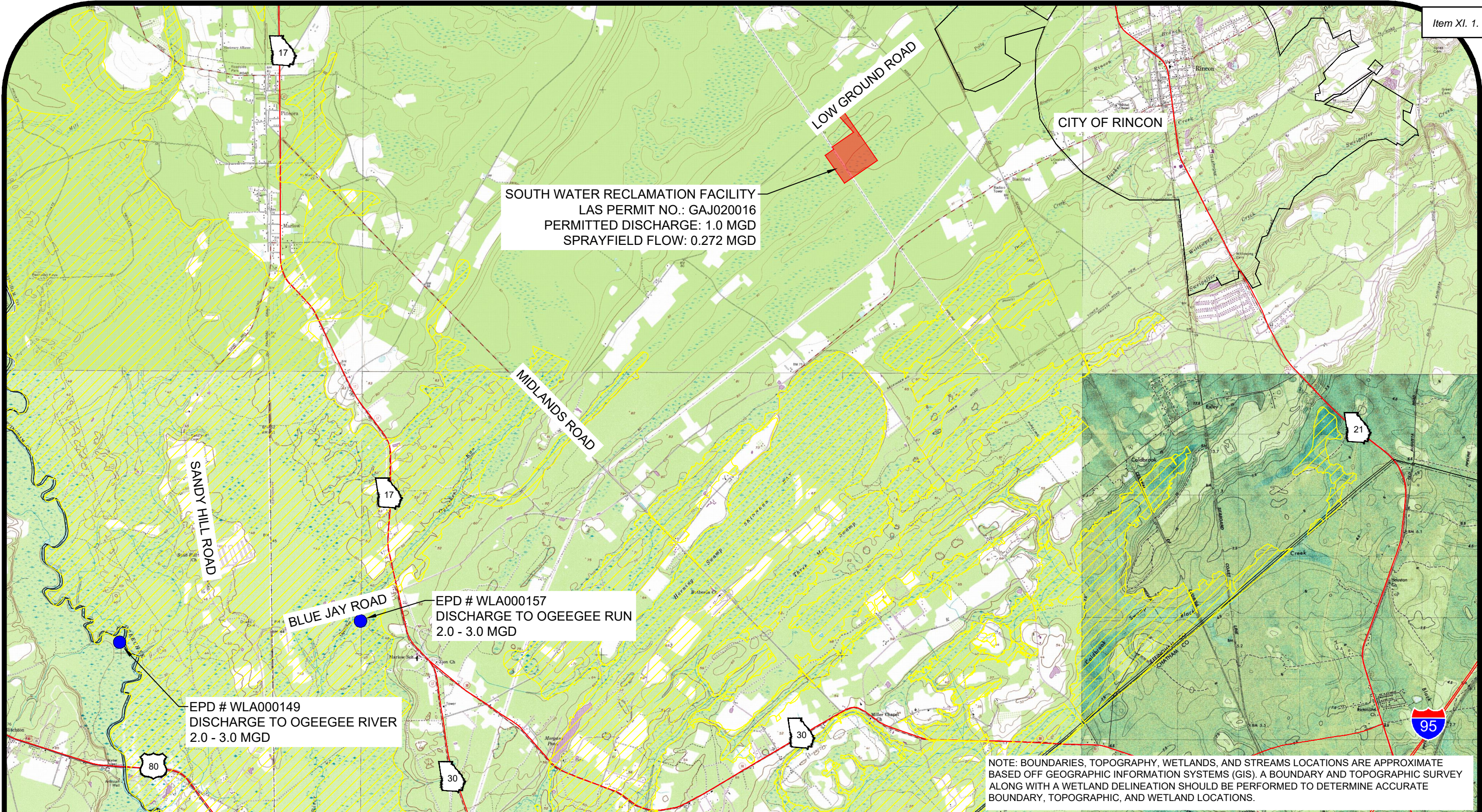
On October 28, 2021, the Georgia Department of Natural Resources (GA DNR) Environmental Protection Division (EPD) responded to a March 2021 request from Effingham County to evaluate potential Permit Limits for a phased discharge of 2 MGD and 3 MGD treated domestic wastewater discharges into the Ogeechee Run, a tributary of the Little Ogeechee River in the Ogeechee River Basin. The letters are included in Appendix J. A map of this proposed discharge location is included on the following page in Exhibit K. Prior to the requested Wasteload Allocation (WLA), GA DNR requested a Tide Study and Dissolved Oxygen (DO) Study to determine whether the stream was meeting its designated use and there is assimilative capacity to authorize a point source discharge, due to the Total Maximum Daily Load (TMDL) for dissolved oxygen developed in 2007 and the receiving stream listed as “assessment pending” on Georgia’s 2020 305(b) / 303(d) List.

Effingham County conducted a Tide Study and Salinity Study with Reports dated April 2022 and June 2022, respectively, which was provided to GA DNR for review. The Reports determined that the potential discharge location was not under tidal influence and should be considered further as a viable discharge location. These Reports are included in Appendix K.

However, GA DNR responded on September 23, 2022, that despite the findings of the Tide Study and Salinity Study that the potential discharge location did not have adequate natural flow to absorb a new wastewater effluent discharge. This response eliminated this potential discharge as a viable alternative. This letter is included in Appendix J.

7.2.2.2 Ogeechee River Discharge

On October 28, 2021, GA DNR / EPD also responded to a March 2021 request from Effingham County to evaluate potential Permit Limits for both 2 MGD and 3 MGD treated domestic wastewater discharges into the Ogeechee River in the Ogeechee River Basin. The letters are included in Appendix J. A map of this proposed discharge location is included on the previous page in Exhibit K. The EPD letter provides Recommended Permit Limits and was provided for planning purposes only. During the course of the Master Plan, Effingham County began the process as part of the new WWTP project for formal



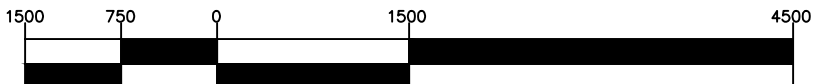
SOUTH WATER RECLAMATION FACILITY
 LAS PERMIT NO.: GAJ020016
 PERMITTED DISCHARGE: 1.0 MGD
 SPRAYFIELD FLOW: 0.272 MGD

EPD # WLA000157
 DISCHARGE TO OGEEGEE RUN
 2.0 - 3.0 MGD

EPD # WLA000149
 DISCHARGE TO OGEEGEE RIVER
 2.0 - 3.0 MGD

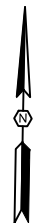
NOTE: BOUNDARIES, TOPOGRAPHY, WETLANDS, AND STREAMS LOCATIONS ARE APPROXIMATE BASED OFF GEOGRAPHIC INFORMATION SYSTEMS (GIS). A BOUNDARY AND TOPOGRAPHIC SURVEY ALONG WITH A WETLAND DELINEATION SHOULD BE PERFORMED TO DETERMINE ACCURATE BOUNDARY, TOPOGRAPHIC, AND WETLAND LOCATIONS.

Documents prepared or furnished by Alliance Consulting Engineers, Inc. are instruments of service, and Alliance Consulting Engineers, Inc. retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed.



(IN FEET)

Project No.: 21162-2051
 November 22, 2021



South Water Reclamation Facility Waste Load Allocation Effingham County, Georgia



EXHIBIT K



Prepared by Alliance Consulting Engineers, Inc.



approval of this new discharge given that the Little Ogeechee River / Ogeechee Run discharge was determined not to be feasible.

As part of the new WWTP project, a new 16-Inch Wastewater Effluent Re-Use Line has been proposed from the new WWTP to the Ogeechee River discharge location.

7.2.2.3 Oglethorpe Power Corporation – Effingham Power Facility Re-Use

In 2021, Carlyle and Cogentrix completed the sale of the Effingham County Power Facility to Oglethorpe Power Corporation (OPC). The Effingham Facility is a 511 Mega-Watt (MW) operating combined-cycle generating and transmission facility located off McCall Road near the City of Rincon. The property (TMS Parcel #414-2PU) is directly adjacent to Effingham County's WWTP property (TMS Parcel #414-1). A map of the Oglethorpe Power property is included on the previous page in Exhibit K. The facility features two (2) General Electric (GE) combustion turbines and one (1) steam turbine. The facility has high cooling water needs and is currently using drinking water from the City of Savannah to address these cooling water needs.

Effingham County has been in discussions with Oglethorpe Power to provide its treated wastewater effluent up to 0.75-MGD to the Effingham Facility to replace its City of Savannah use. Effingham County's treated wastewater effluent would be a more cost-effective water supply for cooling water than the City of Savannah's drinking water. In addition, this would free up Oglethorpe Power's water demand from the City of Savannah for reallocation to Effingham County or other customers. As part of this arrangement, Effingham County would agree to take ownership of Oglethorpe's Sprayfields once the treated effluent is operational.

7.2.2.4 Low Ground Road Sprayfield Expansion

Effingham County has completed a 30% Schematic Design for an Expansion of the Sprayfield at the WWTP at Low Ground Road on property presently owned by Effingham County. Effingham County is in the process of putting together budgetary numbers to determine whether the project is cost-feasible.

7.2.2.5 University of Georgia (UGA) Sprayfield

Effingham County considered approaching the University of Georgia regarding two (2) properties, totaling approximately 206-Acres (TMS Parcel #352-38 and Parcel #353-4, off US Highway 17, just south of Noel Conaway Road, regarding a potential lease for a land application system but was not pursued. A map of the University of Georgia property is included in Exhibit K.



This property is in close proximity to Effingham County’s existing Wastewater Re-Use System.

7.2.3 Wastewater Collection System Hydraulic Evaluation

Hydraulic evaluations of a simplified version of the wastewater collection system in Effingham County were performed to assess existing and future conditions for the provision of wastewater service throughout the County, particularly related to the pump stations and force mains that are used to convey wastewater over the longest distances within the County to the Low Ground Road WWTP. The Hydraulic Evaluation focuses mainly on the contributing flows to each pump station compared to its Design Flow Rate as well as the velocities of the Design Flow Rate in the downstream Force Main to determine if the existing Force Mains have capacity for increased flow rate in the future to determine at which point Force Main upgrades may be required to convey additional flow.

The Hodgeville Road Pump Station has a current pumping capacity of 1,650 GPM conveyed through a 12-Inch PVC Force Main directly to the Effingham County WWTP along Hodgeville Road, Blue Jay Road, and utility right-of-way at a velocity of 4.7 feet per second (FPS). The Hodgeville Road Pump Station collects wastewater from the following pump stations: (1) Park West Pump Station, (2) Summer Station, (3) Learning Treehouse, (4) Blandford Elementary, (5) Exley Tract, (6) Cedar Ridge, (7) Saddle Club at Belmont Glen, and (8) South Effingham Elementary Pump Station, as well as collecting wastewater from the Belmont Glen East Subdivision.

The 12-Inch PVC Force Main from the Hodgeville Road Pump Station to the Effingham County WWTP also collects and conveys flows from the following pump stations: (1) Timberlake Pump Station, (2) Greystone Pump Station, (3) Staffordshire Pump Station, and (4) Blandford Crossing Pump Station.

The Park West Pump Station has a current pumping capacity of 850 GPM conveyed through a 12-Inch PVC Force Main along Noel Conaway Road, Kolic Helmey Road, and Hodgeville Road. The Park West Pump Station collects wastewater from the following pump stations: (1) Creekside Pump Station, (2) Settler’s Point Pump Station, (3) The Woodlands Pump Station, (4) South Bend Pump Station, and (5) Park West Phase II Pump Station.

The Park West Phase II Pump Station collects wastewater from two (2) pump stations upstream, Park West 4AB Pump Station and Park West 5A Pump Station. The South Bend Pump Station collects wastewater from six (6) pump stations upstream: the Buckingham Pump Station, Laurel Grove Pump Station, Laurel Mill Pump Station, Windfield Pump Station, Marlow Elementary Pump Station and Covered Bridge Pump Station.



In summary the Park West Pump Station collects wastewater from fourteen (14) Pump Stations, and the Hodgeville Road Pump Station collects wastewater from twenty-five (25) Pump Stations, making these two (2) Pump Stations critical to Effingham County's Wastewater Collection System. The Hydraulic Evaluation shows both of these Pump Stations near capacity. Effingham County should closely monitor current run times and evaluate any future requests to connect to the infrastructure of those two (2) Pump Stations.

The Pump Stations contributing to the Hodgeville Road Pump Station and Park West Pump Station serve current development in the Noel Conaway Road, Kolic Helmey Road, and Hodgeville Road corridors. The pump stations that connect directly to the Hodgeville Road Pump Station Force Main serve current development in the Blue Jay Road corridor. The above referenced wastewater infrastructure covers the south central portion of the County.

The southeastern portion of the County is served by the Exley Pump Station, which has a current pumping capacity of 1,150 GPM conveyed through a 12-Inch PVC Force Main along Trade Center Boulevard, Commerce Court, Goshen Road, and Hodgeville Road to the Hodgeville Road Pump Station. The Exley Pump Station collects wastewater from the following pump stations: (1) GIRC Pump Station, (2) Jasper Village Pump Station, (3) Blandford Elementary Pump Station, (4) Learning Treehouse Pump Station, (5) Summer Station Pump Station, (6) Red Oak Pump Station, and (7) Cedar Ridge Pump Station.

The area north of the Exley Pump Station and east of the Effingham County WWTP is served by the City of Rincon. The area north of the Effingham County WWTP is served by the City of Springfield and the City of Guyton. The greatest potential for growth on Effingham County's Wastewater Collection System is to the west and southwest of the WWTP.

7.2.4 Hodgeville Road Pump Station (Lift Station No. 4) Upgrade

As noted in the previous section, the Hodgeville Road Pump Station and Force Main collects and conveys a majority of the wastewater to Effingham County's WWTP. As Effingham County pursues a new 2-MGD WWTP, expandable to 3-MGD and 4-MGD, it will be come critical that the Wastewater Collection System infrastructure is also prepared to convey the additional flows.

Effingham County has Engineering Design and Construction Drawings in progress to upgrade the Hodgeville Road Pump Station from 1,650-GPM to 2,400-GPM, and ultimately to 3,300-GPM.

The 3,300-GPM Pump Station should adequately convey the 2-MGD to 4-MGD capacity of the proposed Effingham County WWTP.



7.2.5 Hodgeville Road Force Main Upgrade

Effingham County has Engineering Design and Construction Drawings in progress to upgrade the Hodgeville Road Force Main to a proposed 18-Inch Force Main.

At the minimum required 2 FPS, an 18-Inch Force Main would convey approximately 1,600 GPM. At 5 FPS, an 18-Inch Force Main would convey approximately 4,000 GPM. The 18-Inch Force Main should adequately convey the 2-MGD to 4-MGD capacity of the proposed Effingham County WWTP.

7.2.6 Savannah Portside International Park (SPIP) Wastewater Connection

The Savannah Portside International Park is located along I-16 in the southwestern corner of Effingham County. The site is approximately ten (10) miles from the nearest Effingham County Wastewater Collection System infrastructure, specifically the Windfield Pump Station that has a flow rate of approximately 400 GPM.

In order to serve Industrial Prospects with potentially significant wastewater flows, upgrades to Effingham County's Wastewater Collection System between the Winfield Pump Station and the Effingham County WWTP would be required.

Given the SPIP's proximity to Chatham County, Bryan County, and the Hyundai Motor Group site, Effingham County should investigate potential wastewater collection system connections to systems in those counties given the closer proximity.

7.2.7 Savannah Gateway Industrial Hub (SGIH) Sprayfield

The Savannah Gateway Industrial Hub (SGIH) is located approximately two (2) to three (3) miles south of the Effingham County WWTP and portions of the property could be used for additional Sprayfield. While Effingham County pursues Surface Water Discharge alternatives, the preference is to continue to maximize the amount of treated effluent that can be discharged to minimize the Surface Water Discharge.

Effingham County would need to conduct a Preliminary Soil Feasibility Study to clearly understand the potential feasibility and capacity of a Sprayfield on the SGIH property.

7.2.8 Wastewater Service Expansion

Effingham County is currently seeing requests for residential development in the area of Georgia Highway 17 and Blue Jay Road, as well as the Midland Road corridor, specifically on the 288-Acre T&T Property. The closest



Wastewater Collection infrastructure along Midland Road is the 10-Inch Force Main from the South Bend Pump Station along Noel Conaway Road. However, as previously noted, the infrastructure in this area to the Effingham County WWTP is at or near capacity. Effingham County should consider any new wastewater infrastructure in the Midland Road corridor to be conveyed to the north to Blue Jay Road and then east toward the Effingham County WWTP. This will put new wastewater infrastructure in undeveloped areas and keep additional flows off presently loaded infrastructure. Effingham County could also consider re-directing wastewater infrastructure in the Nease Road corridor to the Midland Road corridor to free up capacity in the existing system.

7.3 Potential Wastewater Capital Improvement Plan (CIP) Projects

7.3.1 Regional Wastewater Pump Stations for Future Areas of Growth

Effingham County should explore constructing new Regional Wastewater Pump Stations in the southwest and western portions of the County where future growth is targeted due to proximity to the Hyundai Motor Group site.

Given the proximity to Chatham County and Bryan County, Effingham County should explore either a potentially new WWTP or interconnection to wastewater systems in Chatham County or Bryan County rather than conveying wastewater over long distances back to the existing Effingham County WWTP.



8 REGIONALIZATION OF WATER AND WASTEWATER SERVICES

At present, Effingham County, the City of Springfield, the City of Rincon, and the City of Guyton own and pursue individual water supply sources, water treatment systems, wastewater treatment systems, and wastewater discharges. Given the future water and wastewater needs of the County, region, and State plus the tightening regulations and increasing challenges regarding Water Withdrawal and Wastewater Effluent Discharge, Effingham County and the municipalities should consider regionalization efforts specifically related to Water Supply and Treatment and Wastewater Treatment and Disposal, while each maintaining ownership and control of the individual water distribution and wastewater collection systems. This will help take advantage of and expand upon existing Water Treatment and Storage and Wastewater Treatment and Disposal Infrastructure in a way that is advantageous to Effingham County, the City of Springfield, the City of Rincon, and the City of Guyton, as well as all of their customers and future customers. Effingham County should consult legal and financial consultants for more details on the different options available, if the stakeholders are willing to pursue this regionalization effort.



9 CONCLUSIONS AND RECOMMENDATIONS

Effingham County is to be commended for commissioning this study to evaluate the current condition of each public water and wastewater system within the County, evaluate its short-term and long-term improvements needed, and determine the feasibility of forming a regional water and wastewater partnership to continue to secure its water and wastewater needs for its citizens. There is no doubt that the availability of adequate water and wastewater service is an absolute necessity to facilitate continued growth and attract industrial and economic development.

In this Water and Wastewater Master Plan, Alliance Consulting Engineers, Inc. has addressed the condition of the existing water and wastewater infrastructure, as well as the capital improvements that are already under way. While many of these capital improvements involve Drinking Water Distribution System improvements and Wastewater Collection System Improvements, Effingham County has started to address the future Wastewater Treatment and Discharge needs that it will have in order to continue to support the significant growth in Effingham County's population. In addition to the Wastewater Treatment and Discharge capacity that Effingham County should continue to develop, Effingham County should consider developing its own Drinking Water Supply sources to potentially, in the future, replace the City of Savannah water supply. This could be due to rising Drinking Water wholesale rates from the City of Savannah or potential saltwater intrusion into the City of Savannah's source. It should be noted that developing new Water Supply sources and Treated Wastewater Discharge locations and capacities can be a lengthy process and should be started well in advance of their intended need.

To improve its Drinking Water Distribution System, Effingham County should continue to pursue Water Main Looping projects that will improve system pressures, circulation which improves water quality and provides water mains for future growth.

Future Wastewater Collection System improvements will be driven by areas of future development. Where possible, Effingham County should evaluate re-routing of certain Force Mains to free up capacity in its existing system.

In order to fund these continued Water and Wastewater System Improvements, Effingham County should periodically evaluate its Water and Wastewater Fees in order to ensure it can adequately fund its Capital Improvement Program (CIP).

As a result of the findings and recommendations of this study, it is sincerely hoped that the public water and wastewater providers in Effingham County can now begin discussions on how they might cooperatively work together to improve the availability and quality of water and wastewater infrastructure and use it to support the continued growth and development of Effingham County.

Countywide Water and Wastewater Master Plan

Effingham County, Georgia

Item XI. 1.



ALLIANCE
CONSULTING ENGINEERS

Alliance Consulting Engineers, Inc.

Upstate Regional Office

(P) 864 284-1740

(F) 864 284-1741

124 Verdae Blvd., Ste. 505

Greenville, SC 29607-3843

www.allianceCE.com

Staff Report

Subject: Approval of Contract 23-ITB-030 with Platinum Paving and Concrete, LLC for the 2023/2024 LMIG Project

Author: Alison Bruton, Purchasing Agent

Department: Public Works/Roads

Meeting Date: August 15, 2023

Item Description: Contract 23-ITB-030 with Platinum Paving and Concrete, LLC for the 2023/2024 LMIG Project

Summary Recommendation: Staff recommends Approval of Contract 23-ITB-030 with Platinum Paving and Concrete, LLC for the 2023/2024 LMIG Project

Executive Summary/Background:

- Staff posted an ITB combining 2023 and 2024 LMIG projects. Roberts Civil Engineering is serving as the engineer on this project.
- The roads included in these projects are:
 - Archer Road
 - Gracen Road
 - Old Augusta Road I
 - Saddleclub Way
 - Silver Hill Church Road
 - Old Augusta Road II
 - Mt. Pleasant Road
 - Little McCall Road
 - Brittany Lane
 - Fairmont Drive
 - Kates Cove Road
 - Cambridge Drive
 - Antigua Drive
 - Antigua Place
- Four proposals were received and the vendors/totals are as follows:
 - Platinum Paving & Concrete LLC - \$4,441,859.03
 - Reeves Construction Company - \$4,524,306.95
 - APAC Atlantic, Inc. - \$5,657,559.30
 - C. W. Matthews Contracting Co., Inc. - \$5,692,225.96
- The proposals have been reviewed by staff and RCE.

Alternatives for Commission to Consider

1. Approval of Contract 23-ITB-030 with Platinum Paving and Concrete, LLC for the 2023/2024 LMIG Project for a total of \$4,441,859.03
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, RCE, Finance

Funding Source: 23/24 LMIG, SPLOST

Attachments:

1. Contract 23-ITB-030
2. Evaluation/Recommendation

INVITATION FOR BID

23-ITB-030

FY23/FY24 LMIG - CONSTRUCTION



Effingham County
804 S Laurel Street
Springfield, GA 31329

Effingham County
INVITATION FOR BID

23-ITB-030

FY23/FY24 LMIG - Construction

- I. AGREEMENT

1. AGREEMENT

1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-ITB-030FY23/FY24 LMIG - Construction

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and PLATINUM PAVING AND CONCRETE LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

1.2. Article 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of various repairs and enhancements to fourteen (14) existing Effingham County roads, including Gracen Road, Saddleclub Way in the Belmont Glen Subdivision, Silver Hill Church Road, Old Augusta Road, Archer Road and others.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-ITB-030, FY23/FY24 LMIG - Construction

1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department’s Consultant, Roberts Civil Engineering, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4. Article 3 - CONTRACT TIMES

3.01. Time of the Essence

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

3.02. Days to Achieve Completion and Final Payment

The Work will be completed within 270 calendar days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the

Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$4,441,859.03, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-ITB-030.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. *Submittal and Processing of Payments*

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02. *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in the following section 6.02.A.1 immediately following as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above, titled Liquidated Damages.

a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03. *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

1.8. Article 7 - INTEREST

7.01. All moneys not paid when due as provided in The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS

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

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

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.10. Article 9 - CONTRACT DOCUMENTS

9.01. *Contents*

A. The Contract Documents consist of the following:

1. This Agreement, all pages inclusive
2. General Conditions, as listed in 23-ITB-030 document
3. Supplemental Conditions, as listed in 23-ITB-030 document
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda number 1 to 3, inclusive
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award .

- b. Notice to Proceed.
- c. Work Change Directives.
- d. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this CONTRACTS DOCUMENTS section.

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

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

- A Field Order;
 - 1. A/E's approval of a Shop Drawing or Sample; or
 - 2. A/E's written interpretation or clarification.

1.11. Article 10 - COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

1.12. Article 11 - INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

1.13. Article 12 - INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor

agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

1.14. Article 13 - MISCELLANEOUS

13.01. Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03. Successors and Assigns

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04. Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05. Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and

open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____
Title: Chairman

Attest: _____
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Archer Road					
Estimated Length 1.03 miles, 20' width, Begin: HWY 119, End: Brittingham Road					
Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$24,330.00	\$24,330.00
2	GDOT 402 (PAY ITEM 402-1812) RECYCLED ASPHALT CONCRETE LEVELING, INCL. BITUM MATL & H LIME	392	TNS	\$138.00	\$54,096.00
3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPHALT CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL 7 H LIME	815	TNS	\$138.00	\$112,470.00
4	GDOT 413 (PAY ITEM 413-1000) BITUM TACK COAT	966	GAL	\$5.65	\$5,457.90
5	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	20	LF	\$23.00	\$460.00
6	GDOT 652 (PAY ITEM 652-2501) SOLID TRAFFIC STRIPE, 5" WHITE	2.06	LM	\$2,500.00	\$5,150.00
7	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	2.06	LM	\$2,500.00	\$5,150.00
8	GDOT 706 (PAY ITEM 706-1003) TURF ESTABLISHMENT C INCL SHOULDER BUILDING	1.03	LM	\$11,800.00	\$12,154.00
Total					\$219,267.90

Gracen Road					
Estimated Length 1.66 miles, 20'-22' width at completion, Begin: Old Louisville Road, End: SR 17					
Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$70,000.00	\$70,000.00
2	GDOT 301 (PAY ITEM 301-2160) ON- SITE CEMENT TREATED BASE COURSE (8 INCH)	21423	SY	\$7.32	\$156,816.36
3	GDOT 301 (PAY ITEM 301-5000) PORTLAND	506	TNS	\$280.00	\$141,680.00
4	GDOT 402 (PAY ITEM 402-3190) RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP1 OR 2, INCL BITUM MATL & H LIME	2250	TNS	\$130.00	\$292,500.00
5	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	28	LF	\$23.00	\$644.00
6	GDOT 652 (PAY ITEM 652-2501) SOLID TRAFFIC STRIPE, 5" WHITE	3.32	LM	\$2,500.00	\$8,300.00
7	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	2.49	LM	\$2,500.00	\$6,225.00
8	GDOT 652 (PAY ITEM 652-3502) SKIP TRAFFIC STRIPE, 5" YELLOW	0.83	LM	\$1,750.00	\$1,452.50
9	GDOT 706 (PAY ITEM 706-1003) TURF ESTABLISHMENT C NCL SHOULDER BUILDING	1.66	LM	\$17,406.00	\$28,893.96
Total					\$706,511.82

Old Augusta Road**Estimated Length 1.29 miles, 22' width at completion, Begin: Ebenezer Road, End: Nellie Road**

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$59,000.00	\$59,000.00
2	GDOT 402 (PAY ITEM 402-3190) RECYCLED ASPH CONC 19MM SUPERPAVE, GP1 OR 2, INCL BITUM MATL & H LIME	2972	TNS	\$128.00	\$380,416.00
3	GDOT 402 (PAY ITEM 402-3113) RECYCLED ASPHALT CONCRETE 12.5 MM SUPERPAVE, GP1 or 2, INCL BITUM MATL & H LIME	1675	TNS	\$129.00	\$216,075.00
4	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	50	TNS	\$210.00	\$10,500.00
5	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	1700	GAL	\$5.65	\$9,605.00
6	GDOT 652 (PAY ITEM 652-2501) SOLID TRAFFIC STRIPE, 5" WHITE	2.58	LM	\$2,500.00	\$6,450.00
7	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	1.93	LM	\$2,500.00	\$4,825.00
8	GDOT 652 (PAY ITEM 652-3502) SKIP TRAFFIC STRIPE, 5" YELLOW	0.65	LM	\$1,750.00	\$1,137.50
9	GDOT 706 (PAY ITEM 706-1003) TURF ESTABLISHMENT C INCL SHOULDER BUILDING	1.29	LM	\$19,206.00	\$24,775.74
Total					\$712,784.24

Saddleclub Way, Belmont Glen Subdivision**Estimated Length 0.71 miles, 22' width, Begin: Roundabout, End: Mile 0.71**

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$60,829.00	\$60,829.00
2	GDOT 210 (PAY ITEM 210-0200) GRADING COMPLETE, (BETWEEN C & G IF REQUIRED)	1	LS	\$49,000.00	\$49,000.00
3	GDOT 301 (PAY ITEM 301-2160) ON- SITE CEMENT TREATED BASE COURSE (8 INCH)	10411	SY	\$7.66	\$79,748.26
4	GDOT 301 (PAY ITEM 301-5000) PORTLAND	246	TNS	\$280.00	\$68,880.00
5	GDOT 402 (PAY ITEM 402-3190) RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP1 OR 2, INCL BITUM MATL & H LIME	1100	TNS	\$130.00	\$143,000.00
6	GDOT 441 (PAY ITEM 441-6012) CONC CURB & GUTTER, 6" X 24", TYPE 2	50	LF	\$85.00	\$4,250.00
7	GDOT 652 (PAY ITEM 652-2501) SOLID TRAFFIC STRIPE, 5" WHITE	1.42	LM	\$2,500.00	\$3,550.00
8	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	1.42	LM	\$2,500.00	\$3,550.00
Total					\$412,807.26

Silver Hill Church Road**Estimated Length 1.59 miles, 20'-22' width at completion, Begin: Old Dixie Hwy, End: Cloy/Shawnee Road**

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$55,000.00	\$55,000.00
2	GDOT 301 (PAY ITEM 301-2160) ON- SITE CEMENT TREATED BASE COURSE (8 INCH)	20521	SY	\$7.40	\$151,855.40
3	GDOT 301 (PAY ITEM 301-5000) PORTLAND	485	TNS	\$280.00	\$135,800.00
4	GDOT 402 (PAY ITEM 402-3190) RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP1 OR 2, INCL BITUM MATL & H LIME	2257	TNS	\$130.00	\$293,410.00
5	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	28	LF	\$23.00	\$644.00
6	GDOT 652 (PAY ITEM 652-2501) SOLID TRAFFIC STRIPE, 5" WHITE	3.18	LM	\$2,500.00	\$7,950.00
7	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	2.39	LM	\$2,500.00	\$5,975.00
8	GDOT 652 (PAY ITEM 652-3502) SKIP TRAFFIC STRIPE, 5" YELLOW	0.8	LM	\$1,750.00	\$1,400.00
9	GDOT 706 (PAY ITEM 706-1003) TURF ESTABLISHMENT C INCL SHOULDER BUILDING	1.59	LM	\$18,000.00	\$28,620.00
Total					\$680,654.40

Old Augusta Rd.**Estimated Length .50 miles, 24' width at completion, Begin: End of Pavement, End: Taylor Chapel Rd.**

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$17,130.00	\$17,130.00
2	GDOT 402 (PAY ITEM 402-1812) RECYCLED ASPHALT CONCRETE LEVELING, INCL. BITUM MATL & H LIME	305	TNS	\$138.00	\$42,090.00
3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	489	TNS	\$138.00	\$67,482.00
4	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	563	GL	\$5.65	\$3,180.95
5	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	1	LM	\$2,500.00	\$2,500.00
Total					\$132,382.95

Old Augusta Rd./ Mt. Pleasant Rd**Estimated Length 2.4 miles, 22' width at completion, Begin: Cloy Kildare, End: Old Augusta Rd.**

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$24,383.56	\$24,383.56
2	GDOT 402 (PAY ITEM 402-1812) RECYCLED ASPHALT CONCRETE LEVELING, INCL. BITUM MATL & H LIME	1342	TNS	\$133.50	\$179,157.00

3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	2153	TNS	\$133.50	\$287,425.50
4	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	2478	GL	\$5.65	\$14,000.70
5	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	22	LF	\$23.00	\$506.00
6	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	1	LM	\$2,500.00	\$2,500.00
Total					\$507,972.76

Little McCall Rd.

Estimated Length 2.0 miles, 24' width at completion, Begin: Abby Lane Drive, End: Courthouse Rd.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$42,180.00	\$42,180.00
2	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	150	TNS	\$210.00	\$31,500.00
3	GDOT 402 (PAY ITEM 402-1812) RECYCLED ASPHALT CONCRETE LEVELING, INCL. BITUM MATL & H LIME	1232	TNS	\$130.00	\$160,160.00
4	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	1957	TNS	\$130.00	\$254,410.00
5	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	2252	GL	\$5.65	\$12,723.80
6	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	24	LF	\$23.00	\$552.00
7	GDOT 652 (PAY ITEM 652-2501) SOLID TRAFFIC STRIPE, 5" WHITE	4	LM	\$2,500.00	\$10,000.00
8	GDOT 652 (PAY ITEM 652-2502) SOLID TRAFFIC STRIPE, 5" YELLOW	3	LM	\$2,500.00	\$7,500.00
9	GDOT 652 (PAY ITEM 652-3502) SKIP TRAFFIC STRIPE, 5" YELLOW	1	LM	\$1,750.00	\$1,750.00
10	GDOT 706 (PAY ITEM 706-1003) TURF ESTABLISHMENT C INCL SHOULDER BUILDING	2	LM	\$20,400.00	\$40,800.00
Total					\$561,575.80

Brittany Ln.

Estimated Length .53 miles, 22' width at completion, Begin: Hester Rd, End: Cul-de-sac.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$14,335.00	\$14,335.00
2	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	200	TNS	\$190.00	\$38,000.00
3	GDOT 402 (PAY ITEM 402-1812) RECYCLED ASPHALT CONCRETE LEVELING, INCL. BITUM MATL & H LIME	228	TNS	\$134.00	\$30,552.00

4	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	500	TNS	\$134.00	\$67,000.00
5	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	280	GL	\$5.65	\$1,582.00
6	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	11	LF	\$23.00	\$253.00
Total					\$151,722.00

Fairmont Dr.**Estimated Length .150 miles, 22' width at completion, Begin: Bridge End, End: Cambridge.**

Line Item	Description	Quantity	of Me	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$7,200.00	\$7,200.00
2	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	100	TNS	\$240.00	\$24,000.00
3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	137	TNS	\$147.00	\$20,139.00
4	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	77	GL	\$5.65	\$435.05
Total					\$51,774.05

Kates Cove Rd.**Estimated Length .121 miles, 66' - 22' width at completion, Begin: Lexington Ave Ext, End: Cambridge Rd.**

Line Item	Description	Quantity	of Me	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$13,200.00	\$13,200.00
2	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	146	TNS	\$147.00	\$21,462.00
3	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	105	GL	\$5.65	\$593.25
4	GDOT 432 PAY ITEM 432-0205 MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	1100	SY	\$3.75	\$4,125.00
5	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	22	LF	\$23.00	\$506.00
Total					\$39,886.25

Cambridge Drive**Estimated Length .689miles, 22' width at completion, Begin: Cul-de-sac, End: Cul-de-sac.**

Line Item	Description	Quantity	of Me	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$10,650.00	\$10,650.00
2	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	100	TNS	\$210.00	\$21,000.00
3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	630	TNS	\$137.00	\$86,310.00

4	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	355	GL	\$5.65	\$2,005.75
5	GDOT 432 PAY ITEM 432-0205 MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	3422	SY	\$2.60	\$8,897.20
Total					\$128,862.95

Antigua Dr.**Estimated Length .08 miles, 22' width at completion, Begin: Antigua Pl, End: Antigua Pl.**

Line Item	Description	Quantity	of Me	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$8,310.00	\$8,310.00
2	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	50	TNS	\$250.00	\$12,500.00
3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	77	TNS	\$143.00	\$11,011.00
4	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	50	GL	\$5.65	\$282.50
5	GDOT 432 PAY ITEM 432-0205 MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	1084	SY	\$2.60	\$2,818.40
6	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	22	LF	\$23.00	\$506.00
Total					\$35,427.90

Antigua PL.**Estimated Length .463 miles, 22' width at completion, Begin: Carribean Village, End: Caribbean Village**

Line Item	Description	Quantity	of Me	Unit Cost	Total
1	GDOT 150 (PAY ITEM 150-1000) TRAFFIC CONTROL	1	LS	\$11,200.00	\$11,200.00
2	GDOT 402 (PAY ITEM 402-1801) RECYCLED ASPHALT CONCRETE PATCHING INCL BITUM MATL & H LIME	75	TNS	\$210.00	\$15,750.00
3	GDOT 402 (PAY ITEM 402-3103) RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	427	TNS	\$137.00	\$58,499.00
4	GDOT 413 (PAY ITEM 413-1000) BITUM. TACK COAT	239	GL	\$5.65	\$1,350.35
5	GDOT 432 PAY ITEM 432-0205 MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	6154	SY	\$2.10	\$12,923.40
6	GDOT 653 (PAY ITEM 653-1704) THERMO SOLID TRAFFIC STRIPE, 24" WHITE	22	LF	\$23.00	\$506.00
Total					\$100,228.75



Purchasing

Alison Bruton, Purchasing Agent
804 S Laurel Street, Springfield, GA 31329

SELECTED VENDOR TOTALS

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$4,441,859.03
Reeves Construction Company	\$4,524,306.95
APAC Atlantic, Inc.	\$5,657,559.30
C. W. Matthews Contracting Co., Inc.	\$5,692,225.9568

ARCHER ROAD

Estimated Length 1.03 miles, 20' width, Begin: HWY 119, End: Brittingham Road

Vendor	Total
Reeves Construction Company	\$217,837.30
PLATINUM PAVING AND CONCRETE LLC	\$219,267.90
C. W. Matthews Contracting Co., Inc.	\$281,176.7059
APAC Atlantic, Inc.	\$322,974.00

GRACEN ROAD

Estimated Length 1.66 miles, 20'-22' width at completion, Begin: Old Louisville Road, End: SR 17

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$706,511.82
Reeves Construction Company	\$707,690.85
APAC Atlantic, Inc.	\$862,028.30
C. W. Matthews Contracting Co., Inc.	\$902,782.5512

OLD AUGUSTA ROAD

Estimated Length 1.29 miles, 22' width at completion, Begin: Ebenezer Road, End: Nellie Road

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$712,784.24
Reeves Construction Company	\$724,825.70
C. W. Matthews Contracting Co., Inc.	\$850,170.4775
APAC Atlantic, Inc.	\$898,799.50

SADDLECLUB WAY, BELMONT GLEN SUBDIVISION

Estimated Length 0.71 miles, 22' width, Begin: Roundabout, End: Mile 0.71

Vendor	Total
Reeves Construction Company	\$408,902.00
PLATINUM PAVING AND CONCRETE LLC	\$412,807.26
APAC Atlantic, Inc.	\$423,437.60
C. W. Matthews Contracting Co., Inc.	\$507,333.692

SILVER HILL CHURCH ROAD

Estimated Length 1.59 miles, 20'-22' width at completion, Begin: Old Dixie Hwy, End: Cloy/Shawnee Road

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$680,654.40
Reeves Construction Company	\$708,483.05
APAC Atlantic, Inc.	\$850,095.60
C. W. Matthews Contracting Co., Inc.	\$895,326.5702

EVALUATION TABULATION
 ITB No. 23-ITB-030
 FY23/FY24 LMIG - Construction

OLD AUGUSTA RD.

Estimated Length .50 miles, 24' width at completion, Begin: End of Pavement, End: Taylor Chapel Rd.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$132,382.95
Reeves Construction Company	\$136,506.70
APAC Atlantic, Inc.	\$162,855.00
C. W. Matthews Contracting Co., Inc.	\$167,845.26

OLD AUGUSTA RD./ MT. PLESANT RD

Estimated Length 2.4 miles, 22' width at completion, Begin: Cloy Kildare, End: Old Augusta Rd.

Vendor	Total
Reeves Construction Company	\$504,354.70
PLATINUM PAVING AND CONCRETE LLC	\$507,972.76
C. W. Matthews Contracting Co., Inc.	\$595,187.39
APAC Atlantic, Inc.	\$684,923.00

LITTLE MCCALL RD.

Estimated Length 2.0 miles, 24' width at completion, Begin: Abby Lane Drive, End: Courthouse Rd.

Vendor	Total
Reeves Construction Company	\$506,101.45
PLATINUM PAVING AND CONCRETE LLC	\$561,575.80
C. W. Matthews Contracting Co., Inc.	\$673,688.51
APAC Atlantic, Inc.	\$732,169.00

EVALUATION TABULATION
 ITB No. 23-ITB-030
 FY23/FY24 LMIG - Construction

BRITTANY LN.

Estimated Length .53 miles, 22' width at completion, Begin: Hester Rd, End: Cul-de-sac.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$151,722.00
Reeves Construction Company	\$172,897.90
C. W. Matthews Contracting Co., Inc.	\$199,698.60
APAC Atlantic, Inc.	\$230,971.50

FAIRMONT DR.

Estimated Length .150 miles, 22' width at completion, Begin: Bridge End, End: Cambridge.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$51,774.05
Reeves Construction Company	\$66,666.60
APAC Atlantic, Inc.	\$76,008.00
C. W. Matthews Contracting Co., Inc.	\$94,697.21

KATES COVE RD.

Estimated Length .121 miles, 66' - 22' width at completion, Begin: Lexington Ave Ext, End: Cambridge Rd.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$39,886.25
APAC Atlantic, Inc.	\$40,902.00
Reeves Construction Company	\$42,631.10
C. W. Matthews Contracting Co., Inc.	\$81,529.44

CAMBRIDGE DRIVE

Estimated Length .689miles, 22' width at completion, Begin: Cul-de-sac, End: Cul-de-sac.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$128,862.95
Reeves Construction Company	\$148,797.50
APAC Atlantic, Inc.	\$178,424.00
C. W. Matthews Contracting Co., Inc.	\$187,676.37

ANTIGUA DR.

Estimated Length .08 miles, 22' width at completion, Begin: Antigua Pl, End: Antigua Pl.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$35,427.90
APAC Atlantic, Inc.	\$48,042.40
Reeves Construction Company	\$50,521.70
C. W. Matthews Contracting Co., Inc.	\$81,820.83

ANTIGUA PL.

Estimated Length .463 miles, 22' width at completion, Begin: Carribean Village, End: Caribbean Village.

Vendor	Total
PLATINUM PAVING AND CONCRETE LLC	\$100,228.75
Reeves Construction Company	\$128,090.40
APAC Atlantic, Inc.	\$145,929.40
C. W. Matthews Contracting Co., Inc.	\$173,292.35



ROBERTS
CIVIL ENGINEERING

301 Sea Island Road Suite 10, St. Simons Island, GA 31522
912-638-9681 Office 912-289-0339 Fax

August 04, 2023

Effingham County Board of Commissioners
Attn: Mr. Wesley Corbitt, Chairman
804 South Laurel Street
Springfield, GA 31329

Re: Effingham County – 2023-2024 LMIG -ITB NO. 23-ITB-030

Dear: Mr. Corbitt

Roberts Civil Engineering has reviewed the bids on the above-referenced project and recommends the project be awarded to Platinum Paving and Concrete, LLC. At a total of amount of \$4,441,859.03, Platinum Paving and Concrete, LLC., was the lowest bidder. Please notify us of the Commission's decision to move forward with the project, including the date of approval and contractor chosen. Upon receiving this information, we will issue the notice of award.

Sincerely,

Randall Hayden Rozier II

Hayden Rozier II
Project Manager
hrozier@robertscivilengineering.com

Staff Report

Subject: Request to Authorize the Purchase of SCBA Units
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-Fire
Meeting Date: 08/25/2023
Item Description: Consideration to authorize the purchase of Self Contained Breathing Apparatus Units

Summary Recommendation: Staff recommends approving the purchase of 130 SCBAs and associated breathing equipment from Ten-8 Fire & Safety, LLC

Executive Summary/Background: Self Contained Breathing Apparatus, aka Air Packs, are the what is used by firefighters for air supply in emergency environments.

NFPA recommends a maximum lifespan of 15 years for these units, and carbon-fiber air cylinders have a finite lifespan of 15 years. ECFR's SCBAs are now at the end of their service life, or nearly to the end, as they were purchased at various intervals, with some used air packs purchased over the years.

This purchase will allow for the complete replacement of the fleet, keeping all air packs identical across the fleet.

In addition to utilizing a Collective Purchasing Program, NPPGOV, which solicits competitive pricing, ECFR has been able to also capitalize on Douglas County placing a similar order, so additional pricing discounts were applied due to volume.

Funding for this purchase will be requested is approved in the current budget.

Options/Alternatives for Commission to Consider:

Recommended Option: Approve to authorize the purchase of 130 SCBAs and supporting equipment from Ten-8 Fire & Safety, LLC

Other Alternative(s): Deny to authorize the purchase of SCBAs and supporting equipment from Ten-8 Fire & Safety, LLC

Department Review: Fire, Finance, Purchasing

Funding Source: Current Budget, \$1,306,654.50

Attachments: Quote, GPO Bid Documents



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

EFFINGHAM COUNTY FIRE RESCUE

1171 HWY 119 N
SPRINGFIELD GA 31329
USA

Original

QU **Item XI. 3.**

Quote Number: **231013902** Document Date: **07/07/23** Page: **1/2**
Customer No.: C00303 Federal Tax ID - Business Partner

PO Number: *
Sales Employee: **Busby, Ricky** Email: **rbusby@ten8fire.com**
Document Owner: **Huynh, Khanh P** Email: **khuyh@ten8fire.com**
Delivery Address: **EFFINGHAM COUNTY FIRE RESCUE**

Same as Bill-to

Description	Quantity	UoM	Vendor	Price	Total
A-G1FS444MA2C0LC R G1 SCBA HP CONFIGURATION OPTIONS: SYSTEM_PRESSURE: 4- 4500 PSIG CYLINDER_CONNECTION: 4- CGA Quick Connect Remote Con HARNESS: 4- Serviceable Tunnel with Ch.S CRADLE_TYPE: M- Metal Band LUMBAR_TYPE: A- Adjustable Swivel Lumbar Pad REGULATOR_TYPE: 2- Solid Cover Left Shd. REGULATOR_HOSE_TYPE: C- Continuous EMERGENCY_BREATHING_SUPPORT: 0- None SPEAKER_MODULE: L- Left Chest PASS: C- PASS Telemetry Right Shd BATTERY_TYPE: R- Rechargeable DOES NOT INCLUDE: MASK & CYLINDER	130	EA	MSA SAFETY SALES, LLC	6,872.14	893,378.20
10175709 CYL,G1 RC,4500 PSIG, 45MINS W/QC, SHORT.	260	EA	MSA SAFETY SALES, LLC	761.54	198,000.40
10156459 FACEPIECE,G1,FS,MD MDNC,4PT C-HARNESS	260	EA	MSA SAFETY SALES, LLC	346.39	90,061.40
10158385 G1 Lithium Ion Battery charger station	12	EA	MSA SAFETY SALES, LLC	829.71	9,956.52
10148741-SP Spare Battery Pack, G1, Rechargeable	50	EA	MSA SAFETY SALES, LLC	428.24	21,412.00
HESCBAQD Adapter, Q/D coupling x 1/4" NPT male	20	EA	SCBAS, INC.	552.94	11,058.80
10158407 G1 RFID READER/WRITER	1	EA	MSA SAFETY SALES, LLC	776.18	776.18
10083875 TAG ASSY, ELECTRONIC ID, M7	100	EA	MSA SAFETY SALES, LLC	47.41	4,741.00
LOC NPPGov RFP #1920 SCBA					

Annual Flow Test PREPAID CONTRACTS-MSA DIV	1		TEN-8 FIRE & SAFETY, LLC	77,270.00	77,270.00

5 YEAR CONTRACT TOTAL FOR FLOW-CHECKING (QTY:130)
INCLUDE FACEPIECE FIT TESTING (QTY:100),
FACEPIECE LEAK TESTING (QTY: 260)
PLEASE SEE ATTACHED Pricing Schedule

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



Original

Quote Item XI. 3.

Quote Number: 231013902 Document Date: 07/07/23 Page: 2/2

Currency: \$

Shipping:

Subtotal: \$ 1,306,654.50
Total Before Tax: \$ 1,306,654.50
Total Tax Amount: \$ 0.00
Total Amount: \$ 1,306,654.50

Valid Until: 08/07/2023

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1910

SOLICITATION FOR: FIRE FIGHTING EQUIPMENT

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTING EQUIPMENT** at the address listed below, until **5:00 PM PST** on **JANUARY 24, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

**LOC PUBLIC “FIRE FIGHTING EQUIPMENT RFP” #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

All Proposals must clearly state RFP #1910 and Proposing company’s full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

**LOC “FIRE FIGHTING EQUIPMENT RFP” #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: FIRE FIGHTING EQUIPMENT

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE FIGHTING EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTING EQUIPMENT to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTING EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies

in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a

separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating

Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 PROPOSERS MUST COMPLETE “ATTACHMENT B” – PROPOSER PROFILE WORKBOOK”.

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE FIGHTING EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)’s entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor’s Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the

Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a

company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12th, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1910, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24, 2020**. The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on JANUARY 24, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24, 2020 to MARCH 5, 2020.

Approximate date of award: MARCH 5, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above.
No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC’s web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC “FIRE FIGHTING EQUIPMENT RFP” #1910
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, “Exception to the Solicitation, RFP Number 1910.” Exceptions not listed under the heading “Exception to the Solicitation, RFP Number 1910.” shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer’s best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer’s ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1910.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer’s average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC’s decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

- Agency name and address
- Contact name, phone and **email**
- Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer’s ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer’s system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer’s ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating “yes” or “no” below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate “yes” or “no” below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer’s response through Proposer’s distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate “yes” or “no” below?

YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer’s policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTING EQUIPMENT Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTING EQUIPMENT

These specifications are intended to cover the complete range of FIRE FIGHTING EQUIPMENT. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

- CATEGORY 1: **FIREFIGHTING EQUIPMENT:**** Including but not limited to thermal imaging cameras, axe holders, boots, clothing, accessories, eye protection/goggles, fans, generators, flashlights, fire helmets, decals, gear bags, gloves, tool pouches, wildland fire gear, etc.
- CATEGORY 2: **FIREFIGHTING ATTACK TOOLS:**** Including but not limited to axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.
- CATEGORY 3: **EXTRACTION TOOLS AND SUPPLIES:**** Including but not limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.
- CATEGORY 4: **SEARCH AND RESCUE EQUIPMENT:**** Including but not limited to thermal imaging equipment, gas detection and monitoring equipment, hardware, ladders, bailout systems, rescue straps, rope, rope bags, utility items, etc.
- CATEGORY 5: **FIREFIGHTING AND FIREFIGHTER TRAINING:**** Including but not limited to books, videos, CPR manikins, on-site instructional classes, remote/web based instructional classes, etc. On-site training requiring travel charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges should be included in pricing.

- CATEGORY 6: HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:** Including but not limited to air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.
- CATEGORY 7: FIRE EXTINGUISHERS:** Including but not limited to handheld, portable, wheeled (cart mounted). Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications, etc.
- CATEGORY 8: FIREFIGHTING FOAM:** Including but not limited to low expansion (between 2 to 1 and 20 to 1), medium expansion (between 20 to 1 and 200 to 1), high expansion (above 200 to 1), synthetic agents, protein agents, foam equipment, etc.
- CATEGORY 9: FIREFIGHTING (MUNICIPAL) HOSES:** Including but not limited to firefighting hose accessories (attack, supply line, soft suction, piston intake valves, nozzles, wyes, etc.), All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request. Firefighting hoses shall be warranted from manufacturer defects for ten (10) years. Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information for all firefighting hose products in Member orders.
- CATEGORY 10: FIRE PUMPS:** Including but not limited to Portable Pumps, Skid Units, Compressed Air Foam Systems (CAFS), etc.
- CATEGORY 11: FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS:** Including but not limited to apparel (personal, firefighter, and departmental), hats, T-shirts, shirts, pins, name bars, collar pins, ties, lapel accessories, stationary items, calendars, business cards, promotional materials (watches, mugs, glassware, pins, giveaways, awareness items), personalized firefighter/departmental apparel and accessories, firefighter literature (books, magazines, periodicals, and e-books), firefighter badges (Custom, special, and member provided designs. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period), etc.
- CATEGORY 12: OTHER:** Other FIREFIGHTING AND FIREFIGHTER EQUIPMENT not included in other categories.
- CATEGORY 13: MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

FIRE FIGHTING EQUIPMENT	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
EXTRACTION TOOLS AND SUPPLIES	
FIRE EXTINGUISHERS	
FIRE PUMPS	
FIREFIGHTING AND FIREFIGHTER TRAINING	
FIREFIGHTING ATTACK TOOLS	
FIREFIGHTING EQUIPMENT	
FIREFIGHTING FOAM	
FIREFIGHTING (MUNICIPAL) HOSES	
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS	
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	
SEARCH & RESCUE EQUIPMENT	
OTHER	
MAINTENANCE, SERVICE AND TESTING	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer’s response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15			Comments:

<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	15			Comments:
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	10			Comments:
<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5			Comments:
<p><u>TOTAL</u></p>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

**ATTACHMENT G
WIPHE RESPONSE FORM**

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY
COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
 PUYALLUP SCHOOL DIST 3
 KITSAP COUNTY
 FIFE SCHOOL DIST 417
 RIVERVIEW SCHOOL DIST 407
 GONZAGA UNIVERSITY
 PLANNED PARENTHOOD OF WESTERN WASHINGTON
 SNOHOMISH COUNTY
 MASON COUNTY
 FEDERAL WAY SCHOOL DIST
 SPOKANE COUNTY
 ISSAQUAH SCHOOL DIST 411
 ADAMS COUNTY FIRE DISTRICT
 ADAMS COUNTY HEALTH DISTRICT
 AFFILIATED HEALTH SERVICES
 ALDERWOOD WATER DISTRICT
 ANACORTES PORT OF
 ANACORTES SCHOOL DISTRICT 103
 ANNAPOLIS WATER DISTRICT
 ASOTIN COUNTY
 AUBURN SCHOOL DISTRICT 408
 BAINBRIDGE IS SCHOOL DISTRICT 303
 BAINBRIDGE ISLAND FIRE DEPARTMENT
 BAINBRIDGE ISLAND PARKS
 BATTLE GROUND SCHOOL DISTRICT 119
 BELLEVUE SCHOOL DISTRICT 405
 BELLINGHAM PORT OF
 BELLINGHAM SCHOOL DISTRICT 501
 BENTON COUNTY
 BENTON COUNTY FIRE DISTRICT
 BENTON COUNTY PUD
 BENTON FRANKLIN COUNTY
 BENTON FRANKLIN PRIVATE INDUST CNCL
 BENTON PORT OF
 BETHEL SCHOOL DISTRICT 403
 BIG BROTHERS BIG SISTERS OF KING CO
 BIRCH BAY WATER & SEWER DISTRICT
 BLANCHET SCHOOL DISTRICT
 BREMERTON KITSAP CO HEALTH DISTRICT
 BREMERTON PORT OF
 BREMERTON SCHOOL DISTRICT 100
 BURLINGTON EDISON SCHOOL DIST 100
 CANCER RESEARCH AND BIOSTATISTICS
 CASCADE BLUE MT FD SHR
 CASCADE IRRIGATION DISTRICT
 CASHMERE SCHOOL DISTRICT 222
 CATHOLIC COMM SVCS OF KING CO
 CENTRAL KITSAP SCHOOL DISTRICT 401
 CENTRAL WAS COMP MENTAL HEALTH
 CENTRALIA SCHOOL DISTRICT 40
 CHEHALIS SCHOOL DISTRICT 302
 CHELAN COUNTY
 CHELAN COUNTY COMMUNITY HOSPITAL
 CHELAN COUNTY FIRE DISTRICT
 CHELAN COUNTY PUD 1
 CHELAN DOUGLAS COUNTY HEALTH DIST
 CHENEY CARE CENTER
 CHILD CARE RESOURCE & REFERRAL
 CHILDRENS THERAPY CENTER
 CHIMACUM SCHOOL DISTRICT 49
 CLALLAM COUNTY
 CLALLAM COUNTY FIRE DISTRICT
 CLALLAM COUNTY HOSPITAL DISTRICT
 CLALLAM COUNTY PUD
 CLARK COUNTY
 CLARK COUNTY FIRE DISTRICT
 CLARK COUNTY PUD
 CLE ELUM-ROSLYN SCHOOL DISTRICT 404
 CLOVER PARK SCHOOL DISTRICT 400
 CNTRL WHIDBEY FIRE & RESCUE
 COAL CREEK UTILITY DISTRICT
 COALITION AGAINST DOMESTIC VIOLENCE
 COLUMBIA COUNTY
 COLUMBIA IRRIGATION DISTRICT
 COLUMBIA MOSQUITO CONTROL DISTRICT
 COMMUNITY CHRISTIAN ACADEMY
 COMMUNITY PSYCHIATRIC CLINIC
 COMMUNITY TRANSIT
 CONFEDERATED TRIBES OF CHEHALIS
 CONSOLIDATED DIKING IMPROVEMENT DIST
 CONSOLIDATED IRRIGATION
 COWLITZ COUNTY
 COWLITZ COUNTY FIRE DISTRICT
 COWLITZ COUNTY PUD
 CROSS VALLEY WATER DISTRICT
 DAYTON SCHOOL DISTRICT 2
 DOUGLAS COUNTY
 DOUGLAS COUNTY FIRE DISTRICT
 DOUGLAS COUNTY PUD
 DRUG ABUSE PREVENTION CENTER
 E COLUMBIA BASIN IRRIGATION DIST
 EAST WENATCHEE WATER
 EATONVILLE SCHOOL DIST 404
 EDMONDS SCHOOL DISTRICT 15
 EDUCATIONAL SERVICE DIST 114
 EDUCATIONAL SERVICE DISTRICT 113
 ELLENSBURG SCHOOL DIST 401
 ENUMCLAW SCHOOL DIST
 EVERETT PORT OF
 EVERETT PUBLIC FACILITIES DIST
 EVERGREEN MANOR INC
 EVERGREEN SCHOOL DIST 114
 FEDERAL WAY FD
 FERRY COUNTY
 FERRY COUNTY PUBLIC HOSPITAL
 FERRY OKAHOGAN FPD
 FOSS WATERWAY DEVELOPMENT AUTHORITY
 FRANKLIN COUNTY
 FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
 FRIDAY HARBOR PORT OF
 GARDENA FARMS IRRIGATION DIST 13
 GARFIELD COUNTY
 GRAND COULEE PROJECT
 GRANDVIEW SCHOOL DIST 116/200
 GRANITE FALLS SCHOOL DIST 332
 GRANT COUNTY
 GRANT COUNTY HEALTH DIST
 GRANT COUNTY PUD
 GRAYS HARBOR COUNTY
 GRAYS HARBOR COUNTY FIRE DIST
 GRAYS HARBOR COUNTY PUD # 1
 GRAYS HARBOR PORT OF
 GRAYS HARBOR PUB DEV AUTH
 GRAYS HARBOR TRANSIT
 GRIFFIN SCHOOL DIST 324
 HARBORVIEW MEDICAL CENTER
 HAZEL DELL SEWER DIST
 HEALTHY MOTHERS HEALTHY BABIES COAL
 HIGHLINE SCHOOL DIST 401
 HIGHLINE WATER DIST
 HOMESIGHT
 HOPELINK
 HOQUIAM SCHOOL DIST 28
 HOUSING AUTHORITY OF PORTLAND
 ILWACO PORT OF
 INCHELIUM SCHOOL DIST 70
 ISLAND COUNTY
 ISLAND COUNTY FIRE DIST
 JEFFERSON COUNTY
 JEFFERSON COUNTY FIRE DIST
 JEFFERSON COUNTY LIBRARY
 JEFFERSON COUNTY PUD
 JEFFERSON GENERAL HOSPITAL
 KARCHER CREEK SEWER DIST
 KELSO SCHOOL DIST 458
 KENNEWICK GENERAL HOSPITAL
 KENNEWICK SCHOOL DISTRICT 17
 KENT SCHOOL DIST 415
 KETTLE FALLS SCHOOL DIST 212
 KING COUNTY
 KING COUNTY FIRE DIST
 KING COUNTY HOUSING AUTHORITY
 KING COUNTY LIBRARY
 KING COUNTY WATER SEWER
 KINGSTON PORT OF
 KITSAP COUNTY FIRE & RESCUE
 KITSAP COUNTY LIBRARY
 KITSAP COUNTY PUD 1
 KITTITAS COUNTY
 KITTITAS COUNTY PUD
 KITTITAS COUNTY RECLAMATION DIST
 KLUCKITAT COUNTY
 KLUCKITAT COUNTY PUD
 LAKE CHELAN RECLAMATION DIST
 LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414
 LAKEHAVEN UTILITY DIST
 LAKEWOOD SCHOOL DIST 306
 LEWIS CO PUD 1
 LEWIS COUNTY
 LEWIS COUNTY FIRE DIST
 LEWIS PUBLIC TRANSPORTATION
 LIBERTY LAKE SEWER & WATER DIST
 LINCOLN COUNTY
 LINCOLN COUNTY FIRE DIST
 LONGVIEW PORT OF
 LONGVIEW SCHOOL DIST 122
 LOTT WASTEWATER ALLIANCE
 LUMMI INDIAN NATION
 MANCHESTER WATER DIST
 MARYSVILLE SCHOOL DIST 25
 MASON COUNTY FIRE DIST
 MASON COUNTY PUD
 MEAD SCHOOL DIST 354
 METRO PARK DISTRICT OF TACOMA
 MID COLUMBIA LIBRARY
 MIDWAY SEWER DISTRICT
 MONROE SCHOOL DIST 103
 MORTON SCHOOL DIST 214
 MOSES LAKE PORT OF
 MOUNT BAKER SCHOOL DIST
 MT VERNON SCHOOL DISTRICT 320
 MUKILTEO SCHOOL DIST 6
 MUKILTEO WATER DIST
 NAVAL STATION EVERETT
 NE TRI COUNTY HEALTH DIST
 NORTH CENTRAL REGIONAL LIBRARY DIST
 NORTH KITSAP SCHOOL DIST 400
 NORTH SHORE UTILITY DISTRICT
 NORTH THURSTON SCHOOL DISTRICT
 NORTHSHORE SCHOOL DIST 417
 NORTHWEST KIDNEY CTR
 NORTHWEST WORK FORCE DEVELOPMENT CO
 NW REGIONAL COUNCIL
 OAK HARBOR SCHOOL DIST 201
 OAKVILLE SCHOOL DIST 400
 OCOSTA SCHOOL DIST 172
 OKANOGAN COUNTY
 OKANOGAN COUNTY FIRE DIST
 OKANOGAN COUNTY PUD
 OKANOGAN SCHOOL DISTRICT
 OLYMPIA PORT OF
 OLYMPIA SCHOOL DISTRICT 111
 OLYMPIA THURSTON CHAMBER FOUNDATION
 OLYMPIC AREA AGENCY ON AGING
 OLYMPIC MEMORIAL HOSPITAL DIST
 OLYMPIC REGION CLEAN AIR AGENCY
 OLYMPIC VIEW WATER & SEWER DIST
 OLYMPUS TERRACE SEWER DIST
 PACIFIC COUNTY
 PACIFIC COUNTY FIRE
 PARATRANSIT SERVICES

PASCO SCHOOL DIST
 PEND OREILLE COUNTY CONSERV DIST
 PEND OREILLE COUNTY PUB HOSP DIST
 PEND OREILLE COUNTY PUD
 PENINSULA SCHOOL DISTRICT 401
 PERRY TECHNICAL INSTITUTE
 PIERCE COUNTY
 PIERCE COUNTY FIRE DIST
 PORT ANGELES PORT OF
 PORT ANGELES SCHOOL DISTRICT 121
 PRESCOTT SCHOOL DIST
 PUGET SOUND CLEAN AIR AGENCY
 PUGET SOUND SCHOOL DIST
 QUINCY COLUMBIA BASIN IRRIG DIST
 RICHLAND SCHOOL DIST 400
 S KITSAP SCHOOL DISTRICT 402
 S SNOHOMISH CO PUBLIC FAC DIST
 SAFEPLACE
 SAMISH WATER DIST
 SAMMAMISH WATER AND SEWER DIST
 SAN JUAN COUNTY
 SAN JUAN COUNTY FIRE DIST
 SEA MAR COMM HEALTH CTR
 SEATTLE JEWISH PRIMARY SCHOOL
 SEATTLE PORT OF
 SEATTLE SCHOOL DIST 1
 SEATTLE UNIVERSITY
 SECOND AMENDMENT FOUNDATION
 SECOND CHANCE INC
 SENIOR OPPORTUNITY SERVICES
 SHELTON SCHOOL DISTRICT 309
 SILVERDALE WATER
 SKAGIT COUNTY
 SKAGIT COUNTY CONSERVATION DIST
 SKAGIT COUNTY FIRE DIST
 SKAGIT COUNTY ISLAND HOSPITAL
 SKAGIT COUNTY PORT OF
 SKAGIT COUNTY PUD 1
 SKAGIT TRANSIT
 SKAMANIA COUNTY
 SKOOKUM INC
 SNOHOMISH COUNTY LIBRARY
 SNOHOMISH COUNTY PUD
 SNOHOMISH HEALTH DISTRICT
 SNOHOMISH SCHOOL DISTRICT 201
 SOAP LAKE SCHOOL DISTRICT 156
 SOOS CREEK WATER AND SEWER DIST
 SOUND TRANSIT
 SOUTH COLUMBIA BASIN IRRIG DIST
 SOUTH EAST EFFECTIVE DEVELOPMENT
 SOUTH SOUND MENTAL HEALTH SERVICES
 SOUTHWEST YOUTH & FAMILY SERVICES
 SPECIAL MOBILITY SERVICES INC
 SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
 SPOKANE COUNTY FIRE DIST
 SPOKANE COUNTY LIBRARY
 SPOKANE SCHOOL DISTRICT 81
 ST JOSEPH/MARQUETTE SCHOOL
 STANWOOD SCHOOL DIST 410
 STEVENS COUNTY
 STEVENS COUNTY PUD
 STILLAGUAMISH TRIBE OF INDIANS
 SUMNER SCHOOL DISTRICT 320
 SUNNYSIDE PORT OF
 SUNNYSIDE SCHOOL DISTRICT 201
 SUQUAMISH TRIBE
 SW CLEAN AIR AGENCY
 SWINOMISH TRIBE
 TACOMA DAY CHILD CARE AND PRESCHOOL
 TACOMA MUSICAL PLAYHOUSE
 TACOMA PORT OF
 TACOMA SCHOOL DISTRICT 10
 TACOMA-PIERCE CO
 TAHOMA SCHOOL DISTRICT 409
 TERRACE HEIGHTS SEWER DISTRICT
 THURSTON COMMUNITY TELEVISION
 THURSTON COUNTY
 THURSTON COUNTY CONSERVATION DIST
 THURSTON COUNTY FIRE DISTRICT
 TOPPENISH SCHOOL DISTRICT 202
 TOUCHET SD 300
 TRIUMPH TREATMENT SERVICES
 TUKWILA SCHOOL DIST 406
 TUMWATER SCHOOL DISTRICT 33
 U S DEPARTMENT OF TRANSPORTATION
 UNITED WAY OF KING COUNTY
 UNIVERSITY PLACE SCHOOL DIST
 UPPER SKAGIT INDIAN TRIBE
 VAL VUE SEWER DISTRICT
 VALLEY TRANSIT
 VALLEY WATER DISTRICT
 VANCOUVER PORT OF
 VANCOUVER SCHOOL DISTRICT 37
 VASHON ISLAND SCHOOL DISTRICT 402
 VERA IRRIGATION
 VETERANS ADMINISTRATION
 VOLUNTEERS OF AMERICA
 WA ASSOC OF SCHOOL ADMINISTRATORS
 WA ASSOC SHERIFFS & POLICE CHIEFS
 WA GOVERNMENTAL ENTITY POOL
 WA LABOR COUNCIL AFL-CIO
 WA PUBLIC PORTS ASSOCIATION
 WA RESEARCH COUNCIL
 WA ST ASSOCIATION OF COUNTIES
 WA STATE PUBLIC STADIUM AUTHORITY
 WAHIAKUM COUNTY
 WALLA WALLA COLLEGE
 WALLA WALLA COUNTY
 WALLA WALLA COUNTY FIRE DISTRICT
 WALLA WALLA PORT OF
 WALLA WALLA SD 140
 WASHINGTON ASSOCIATION
 WASHINGTON COUNTIES RISK POOL
 WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
Washington State local and municipal agencies may
also utilize the resulting Master Price Agreement;
provided they enter into the Intergovernmental
Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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LEAGUE OF OREGON CITIES
Fire Fighting Equipment Solicitation Synopsis
Solicitation No. 1910

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1910) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11, 2019.

The RFP was published in USA Today on November 12, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger
5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. NM Fire
11. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger

- 5. Geargrid
- 6. Heracles
- 7. Holmatro
- 8. MES
- 9. NAFECO
- 10. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<p><u>Pricing</u>: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i></p>	25
<p><u>Product Line (Score only categories proposed)</u>: Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i></p>	15
<p><u>Marketing</u>: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i></p>	15
<p><u>Customer Service</u>: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i></p>	15
<p><u>Proven Experience</u>: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i></p>	15
<p><u>Coverage</u>: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i></p>	10
<p><u>Conformance</u>: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5
<u>TOTAL</u>	100

Pricing Structure

Avidbots Corp: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Geargrid: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Heracles: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

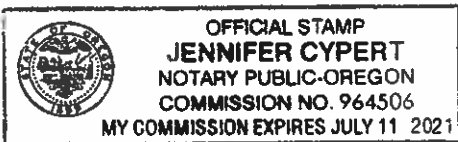
STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTING EQUIPMENT to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067	MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488	Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59 th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477	Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794	NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
5 Alarm Fire & Safety Equipment, Inc. Attn: Gerry Fleisher 350 Austin Circle, Delafield, WI, 53018	Draeger Attn: 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085	FLIR Attn: Jason Messerschmidt 9 Townsend West Nashua, NH 03063
Holmatro Attn: JoAnn Tyler 505 McCormick Drive Glen Burnie, MD 21061	GearGrid Attn: Jeff Anderson 670 S.W. 15 th St. Forest Lake, Mn 55025	

Mike Cully
Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.



Jennifer Cypert
NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk of the Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bid Location Salem, OR, Marlon County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019

Michelle Ropp

Michelle Ropp

Selah Farmer

Notary Public-State of Oregon

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION
 LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

- Fire Fighting Equipment #1910
- Fire Fighter Personal Protection Equipment (PPE) #1915
- Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
- Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm January 24th, 2020

- Fire Apparatus #1905
- Public Safety Medical Supplies, Equipment & Monitors #1935
- Electrical Products & Lighting Equipment #1925

Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rpf@orcities.org or download at www.orcities.org.
 Published Nov. 11, 2019. 11814361



Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

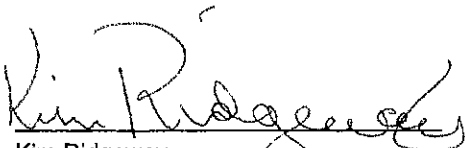
Order No.: 11814361
Client Reference No:

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

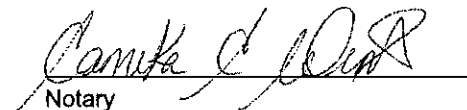
A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.


Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910

Fire Fighter Personal Protection Equipment (PPE) #1915

Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920

Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935

Electrical Products & Lighting Equipment #1925

Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at:

<http://pioneerelectric.coop/resources/storm-restoration/>
Bids due by 12/2/2019.

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Direct Marketing Opp.

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- B2B Big-ticket Sales
- High Profit Margins
- All digital
- Exclusives & 50% Financing may be available

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P&I Paid Monthly
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\$66k Return
Short Term

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<https://brooklynnovelties.com/>



Novelty products at low prices!

In the tradition of Christmas, we will be giving away a product with every order as supplies last.

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HEALTH / FITNESS

Macular Degeneration, Cataract, Glaucoma



- How to heal without injections!
- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
- Discover how STEM CELLS can help your vision.

1-800-430-9328 www.USAEyeReport.com
Edward Kondrot, MD Board Certified Ophthalmologist

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HEALTH / FITNESS

INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

**YOU MUST CALL US NOW:
800-804-8248**

BOOKS/PUBLICATIONS

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www.gracewords.org

Place your advertisement in USA TODAY's Marketplace!

To advertise, call:
800-397-0070

Firefighting Equipment

Product Specifics

Ten-8 Fire Equipment, Inc. is a major United States distributor of fire and emergency apparatus and equipment. Some products on contract include:

- Pierce fire apparatus
- Braun ambulances
- MSA products
- Personal protection equipment (PPE)
- Firefighting attack
- Foam
- Search, rescue, and extrication
- Firefighting tools

Pricing Details

This contract offers up to 40% off list price.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Ten-8 Fire Equipment, Inc. vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1910

CONTRACT TERM

CONTRACT NUMBER: PS20050

Effective Date: 03/26/2020

Initial expiration: 03/26/2023

Possible extensions through: 03/26/2026

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

Staff Report

Subject: Approval of Agreement with Summit Food Service, LLC for the Effingham County Jail, Prison, and Senior Center Meals

Author: Alison Bruton, Purchasing Agent

Department: Prison/Jail/Senior Center

Meeting Date: August 15, 2023

Item Description: Agreement with Summit Food Service, LLC for the Effingham County Jail, Prison, and Senior Center Meals

Summary Recommendation: Staff recommends approval of the Agreement with Summit Food Service, LLC for the Effingham County Jail, Prison, and Senior Center Meals

Executive Summary/Background:

- Effingham County has had an agreement in place since 2018 with Summit Food Services to provide meals to the Effingham County Prison, Jail, and Senior Center. Because this agreement had been in place for five (5) years, staff posted an RFP for allow an opportunity to review submittals from other vendors.
- Two proposals were submitted:
 - Summit Food Service, LLC
 - Trinity Services Group
- After a review by Prison, Jail, and Senior Center staff, the recommendation is to award to Summit Food Services.

Alternatives for Commission to Consider

1. Approval of Agreement with Summit Food Service, LLC for the Effingham County Jail, Prison, and Senior Center Meals
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Prison, Jail, Senior Center, Purchasing

Funding Source: Department Budgets

Attachments: Agreement with Summit Food Service



Pricing

Pricing Will Be Inclusive Of:

- Management fees such as licensing, insurance fees, bonding fees, long distance expenses, office supplies, etc.
- Labor Recruiting, Salaries, Uniforms, Benefits, Training and Retention Bonus, etc.
- Food Cost including orders, delivery and menu alterations, etc.
- Paper Costs which include disposables goods, paper bags, paper cleaning items, etc.
- Sanitation supplies including chemicals needed for dishwasher, etc.

Pre-Packaged Meals

If any of your detainees cannot be accommodated by our standard Religious or Lifestyle Meals, your price for pre-packaged meals **will be a negotiated price per each pre-packaged meal served.**

Outside/Inside Commission

We are proud to offer competitive commission rates and look forward to discussing a rate that works for your unique program.

Annual Price Increase

The pricing we have proposed for your program will be honored without request for adjustment until one year after signature of the initial contract. Price adjustments always require a mutual agreement.

Standard Contract Language Change in Conditions

The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal,

state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

Future Pricing

Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

Material Adverse Change

This proposal is based upon conditions stated in the Effingham County RFP and Summit Food Service, LLC (Summit) reserves the right to renegotiate pricing or menu, if necessary, in the case of major change in detainee population, availability of detainee labor, scope of services or other changes beyond Summit's control. This includes any drastic increases in food, fuel, equipment, utilities, or supply costs which may warrant menu changes/substitutions or a price per meal adjustment.

Specification Compliant Pricing Plans

Detainee Meal Price Per Tray & Finance Summary

The pricing scale is based on the following categories:

- Adult Meals (Includes Religious, Special & Detainee Worker Meals)

Requested modifications from the details below may include pricing increases/decreases depending on the variation(s).

Detainee Menu Considerations:

- Menu Pattern of Hot Breakfast, Cold Lunch & Hot Dinner
- Menu consists of 3,300 Calories for the prison and jail

Sack / Court / Work Release Meal Menu Considerations:

- Three (3) Sandwiches
- Condiments
- Cookies
- Beverage

Catered Meal Considerations:

- Selections must be based on proposed Catering Menus; any requests outside of this menu will incur additional charges to client

Staffing Considerations:

- Staffing levels stay at proposed staffing chart(s)
- Summit holds all labor rates consistent with market wages rates determined by Summit Human Resources
- The facility provides, at a minimum, 8 trustees per shift to work in kitchen

Disposable Purchases

- Summit agrees to purchase all paper, plastic, small, and service wares
- Client is responsible for purchasing any additional (or replacement) trays, racks, warming carts, and industrial kitchen equipment (stoves, tilt skillets, etc.)

Staff Meal Considerations:

- Offered at the same price and menu as the senior meals.

Specification Compliant Pricing Scale / Cost Form

23-RFP-027 – Food Services for Effingham County Inmates and Senior Citizens

PRICING PROPOSAL FORM

Indicate your cost per meal provided, for Effingham County Jail and Prison inmates as specified in 23-RFP-027, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to jail & prison inmates per day: - BASED UPON A 3300 CALORIE MENU

<u>< 30,000 meals per month</u>	\$ <u>1.699</u>
<u>30,001 – 35,000 meals per month</u>	\$ <u>1.599</u>
<u>> 35,001 meals per month</u>	\$ <u>1.499</u>

Indicate your cost per meal provided, for Effingham County Senior Citizens as specified in the RFP, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to seniors per day:

<u>< 3,000 meals per month</u>	\$ <u>4.850</u>
<u>3,001 – 3,500 meals per month</u>	\$ <u>4.042</u>
<u>3,501 – 4,000 meals per month</u>	\$ <u>3.664</u>
<u>> 4,000 meals per month</u>	\$ <u>3.503</u>

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Brittany Mayer-Schuler

Signed: (sign manually, in ink) _____
 (Signature of Authorized Representative of the Company)

Name Printed: Brittany Mayer-Schuler Title: President - Summit Date: 7/14/2023

FOOD SERVICE AGREEMENT

This Food Service Agreement is made and entered into by and between Effingham County Board of Commissioners, a Georgia Government Entity (“Client”), and Summit Food Service, a New Mexico Limited Liability Company, (“Company”) (collectively “the Parties”).

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to Client, employees, guests and other persons at the Premises such Food Service and Products.
- 1.2 This Agreement shall commence on September 1, 2023, (the “Commencement Date”) or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through August 31, 2024. The Agreement shall automatically renew for five (5), one-year periods, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. Accounting Period. Company’s accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Food Service Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company’s Proposal and (iii) the Solicitation.
- 2.3. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.5. Food Service Facilities. Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.
- 2.6. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.8. PCI Standards. All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.9. Premises. The Client’s food service facilities located at:

Effingham County Prison (Kitchen Location)

331 Highway 119 South
Springfield, GA 31329

Effingham County Jail
130 East 1st Street
Springfield, Georgia 31329

Effingham County Senior Citizens Center
128 Stillwell Road
Springfield, Georgia 31329

- 2.10. Products. Food, beverages, goods, merchandise, and supplies.
- 2.11. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.12. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.13. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.14. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.15. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

3. FOOD SERVICES

- 3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's employees, staff and guests.
- 3.2 Program Specifications.
- A. Menu. Company shall provide a 3,330-calorie menu and menu cycle. Meals provided to the Senior Center shall be in accordance with the Center of Aging Standards.
- B. Meal Service. Company shall provide meal service every day of the week at the Prison and Jail locations. Meal service shall include a hot breakfast, cold lunch, and hot dinner. Company shall provide meal service Monday through Friday for lunch only for the Senior Center.

- C. Inmate Labor. Client shall provide eight (8) inmate workers per meal period. Client shall be solely responsible for inmate wages. To the extent Client is unable to provide inmate labor as specified in this section, the parties shall renegotiate pricing to encompass any additional labor costs borne by Company.
 - D. Bag Lunches. Company shall provide Bag Lunches upon request.
 - E. Medical Meals. Company shall provide Medical Meals upon request.
 - F. Religious Meals. Company shall provide Religious Meals upon request.
 - G. Holiday Meals. Company shall provide Holiday Meals upon request.
 - H. Special Functions/Catering. Company shall provide Food Service for special occasions, including Client's conferences, dinners, meetings, parties and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.
 - I. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.
 - J. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.
- 3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 Inventory. Company will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Company's option, (i) Company may remove and retain any remaining Product inventory or (ii) Client will purchase from Company, at Company's invoice cost, any remaining Product inventory.
- 3.5 Cleaning. Company and Client shall be jointly responsible for housekeeping and sanitation in the food preparation, storage and service areas of Premises. Company shall perform routine cleaning and housekeeping in the food preparation and service areas and shall provide cleaning supplies necessary for food service operations. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. Client shall be responsible for setting up and cleaning the Premises for functions not managed by Company, in addition to any related charges. Client shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

4. EMPLOYEES

- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to

implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.

- 4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.
- 4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. Background Checks. Client shall conduct necessary background checks as required by law. Client shall be responsible for all costs associated with said background checks.
- 4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

- 5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the

Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises.

- 5.2 Equipment. Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory Client's current Equipment within thirty (30) days after the Commencement Date. Company shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. If Client fails to make necessary repairs or replacement to equipment within a reasonable amount of time, Company shall have the right to effect equipment repairs or replacements at Client's expense. Company shall retain title to equipment hereunder and shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section provided that once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.
- 5.3 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.4 Servicewares. Company shall provide Servicewares as defined in section 2.12 above. At its own expense, Client shall furnish carts and trays.
- 5.5 Smallwares. Company shall furnish the appliances, wares and equipment including all Cooking Equipment and Smallwares as defined in section 2.13 above.
- 5.6 Vehicle. At its own expense, Client shall furnish a vehicle to allow Company to deliver meals as required by this Agreement. Client shall be solely responsible for any and all costs associated with delivery vehicles including, but not limited to, fuel, maintenance, and insurance.
- 5.7 Computer Equipment.
- A. Internet Access. If Company is to implement a point-of-sale system, Client shall either allow Company to use Client's point-of-sale- system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Company to install and maintain its own POS System. To the extent Company installs and maintains its own POS System, Client shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the time-clocks, the foodservice office and Company's router. Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed, and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Company's network.
- B. Software. Company will license products, software and maintenance for use in providing services in accordance with this Agreement. Company has procured a license to access and use Company's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for Client's Premises. Client agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production

systems, and accounting systems, is owned by or licensed to Company. Client's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.

- C. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise and services in the Food Service operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses computers, software, network equipment ("Systems") or other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Company for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

A. Meal Rate.

a. Inmate Meals:

- i. Scaled Rate. Client shall pay Company the rate per Meals served as provided on the attached Exhibit A. The rate shall not include charges for medical meals, religious meals, supplements, cleaning supplies, equipment purchases or repairs.
- ii. Medical Meals. Common Fare (cooked onsite) Medical Meals shall be provided and billed at the rate of any inmate meals.

- iii. Religious Meals. Religious Meals shall be provided and billed at the rate of any inmate meal.
- b. Senior Meals:
 - i. Scaled Rate. Client shall pay Company the rate per Meals served as provided on the attached Exhibit A. The rate shall not include charges for medical meals, religious meals, supplements, cleaning supplies, equipment purchases or repairs.
- C. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on the following assumptions:
 1. Population: At time of proposal.
 2. Purchasing: Company will make purchases on behalf of the Client at a level similar to that in place at the Commencement of this Agreement.
 3. Inmate Labor: Client agrees to provide eight (8) inmate per day/shift throughout the duration of the contract. Client agrees any amounts due to be paid to the inmates are Client's sole responsibility.

To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under this Agreement, the Company's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

- 7.2 Rebates. Company is entitled to receive and retain all rebates from vendors, suppliers, or distributor companies under Company's purchasing arrangements.
- 7.3 Investment. Client shall be obligated to repay Company for the amount of any investments Company provides Client during the Term of the Agreement (such amount, the "Investment Amount"); provided, that so long as Client has not breached this Agreement the Investment Amount shall be reduced on a monthly basis on the first day of each month by an amount determined based on a monthly amortization of the Investment Amount for the period equal to the Term of this Agreement remaining after provision of the Investment. The Client shall repay Company for such obligations (after giving effect to any credit contemplated by the preceding sentence) at the earlier to occur of (i) if the Client has breached this Agreement, Company's demand therefore and (ii) fifteen (15) days prior to the effective date of termination of this Agreement. Pursuant to a security agreement executed in connection herewith, Client has granted Company a security interest in the personal property acquired with the Investment to secure Client's obligations arising under this Agreement.
- 7.4 Advance Payment. Prior to the commencement of operation hereunder, Company shall submit to the Client a proposed budget for the year. After the budget is approved and agreed to by the Client, it shall advance to Company one-twelfth (1/12) of the budget within seven (7) days of the date of Company's invoice. The amount of this advance will be retained by Company as a deposit and will be used to off-set the amounts due by Client upon termination of the Agreement. The advance will be adjusted at the beginning of each fiscal year based upon the agreed budget.
- 7.5 Payments Due Dates, Method and Late Payment Penalty. Company shall issue an invoice at the end of each week (which shall run Saturday through Friday) showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Payment Method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the

maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

- 7.6 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.
- 7.7 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. In the case that Client provides inmate labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits or other remuneration (if any) payable to the inmate
- 7.8 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
- 7.9 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than thirty (30) days prior to the effective date of termination.
- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Food Preparation Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 **Insurance.** Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. **Client Insurance.** Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. **Company Insurance.** Company shall procure and maintain the following insurance:
1. Worker’s Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. **Subrogation.** Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.
- 9.2 **Indemnification.** To the fullest extent allowable under applicable law, each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents (“Indemnified Parties”) against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys’ fees), costs and costs of court (collectively, “Damages”) which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party’s negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client’s rules or requirements.
- B. **Notice of Indemnification.** A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

10. GENERAL AGREEMENT TERMS

10.1 Confidentiality. Neither Client, nor Client’s employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company’s prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client’s access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client’s possession relating to Company’s services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.

10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.

10.3 HIPAA Compliance. The parties agree to abide by applicable HIPAA requirements.

10.4 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.

10.5 Notice. Any notices or changes required under this Agreement shall be considered sufficient when: delivered by hand, or when received by certified or registered mail, return receipt requested, or, by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties at the following addresses:

Client Effingham County Board of Commissioners 601 North Laurel Street Springfield, GA 31329	Company Summit Food Service, LLC 500 East 52 nd Street Sioux Falls, SD 57104
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10.6 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God, pandemic, epidemic, or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

- 10.7 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.8 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.9 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Georgia law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Georgia. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.
- 10.11 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.13 Authority. Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

CLIENT: Effingham County Board of Commissioners

COMPANY: Summit Food Service, LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Brittany Mayer-Schuler
Title: President
Date: _____

Specification Compliant Pricing Scale / Cost Form

23-RFP-027 – Food Services for Effingham County Inmates and Senior Citizens

PRICING PROPOSAL FORM

Indicate your cost per meal provided, for Effingham County Jail and Prison inmates as specified in 23-RFP-027, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to **jail & prison inmates** per day: - **BASED UPON A 3300 CALORIE MENU**

< 30,000 meals per month	\$ <u>1.699</u>
30,001 – 35,000 meals per month	\$ <u>1.599</u>
> 35,001 meals per month	\$ <u>1.499</u>

Indicate your cost per meal provided, for Effingham County Senior Citizens as specified in the RFP, including all costs of preparation, service, equipment, overhead and product costs (inmate assistants will be provided for food preparation and clean up). THE PROPOSER SHALL NOT RECEIVE ANY FINANCIAL GAIN OR PROFIT FROM USE OF INMATE LABOR. THE SOLE BENEFIT OF THE INMATE LABOR SHALL FLOW TO THE COUNTY.

The sliding scale should be based on the following schedule of meals served to seniors per day:

< 3,000 meals per month	\$ <u>4.850</u>
3,001 – 3,500 meals per month	\$ <u>4.042</u>
3,501 – 4,000 meals per month	\$ <u>3.664</u>
> 4,000 meals per month	\$ <u>3.503</u>

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Brittany Mayer-Schuler

Signed: (sign manually, in ink) _____
 (Signature of Authorized Representative of the Company)

Name Printed: Brittany Mayer-Schuler Title: President - Summit Date: 7/14/2023

Staff Report

Subject: Blandford Crossing Phase 1 Deed Approval (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: August 15, 2023
Item Description: Consideration to approve Blandford Crossing Phase 1 Warranty Deed.
Map # 414 Parcel # 13

Summary Recommendation

Staff has reviewed the Warranty Deed and recommend approval.

Executive Summary/Background

- The Board of Commissioners approved the Phase 1 plat for Blandford Crossing in December of 2008.
- This deed includes streets and right-of-ways for Blandford Crossing and Blandford Way, along with the pump station for the subdivision.
- This dedication was delayed due to the Developers and the County working through reimbursement concerns for the roads and infrastructure, and the pump station. All concerns have been addressed.
- Staff reviewed the Warranty Deed and it is consistent with zoning and the plat approved previously.

Alternatives

1. **Approve** the Warranty Deed for Blandford Crossing Phase 1
2. **Take no action**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments: 1. Warranty Deed for Blandford Crossing Phase 1

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

WARRANTY DEED

THIS INDENTURE made this 22nd day of March, 2022, by and between **GREENLAND DEVELOPERS, INC.**, a Georgia corporation, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

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 lots, tracts, or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the **streets and rights of way known as Blandford Crossing and Blandford Way on that certain plat of Blandford Crossing Subdivision**, prepared by Adolph N.

Michelis, R.L.S. No. 1523, dated September 5, 2008 and December 4, 2008 in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in **Plat Cabinet D25, Pages A1 through D1** said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned street or right of way for public access.

AND

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, being known as **Pump Station (1,200 S.F.), Blandford Crossing Subdivision**, as more particularly shown on that certain plat prepared by Adolph N. Michelis, R.L.S. No. 1323, dated September 5, 2008, recorded in **Plat Cabinet D25, Page C-1**, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, said plat being specifically incorporated herein.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Blandford Crossing Subdivision, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any residence.

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 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 Blandford Crossing Subdivision, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

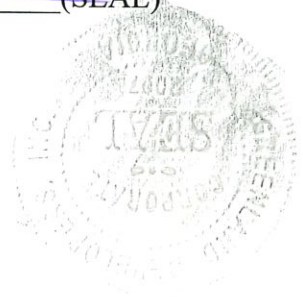
TO HAVE AND TO HOLD said property with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the abovedescribed 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.

GREENLAND DEVELOPERS, INC., a Georgia corporation

By: [Signature] (SEAL)
Wilson H. Burns
Its: CEO & Secretary



Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public



ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2022.

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

Staff Report

Subject: FY 2024 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 8/15/23
Item Description: Consideration to approve an amendment to the FY 2024 budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2024 budget.

Executive Summary:

Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:

Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:

1. Allocating funding for the HVAC replacement at the WWTP.
2. Allocating additional funding for existing Parks & Landscapes mowers budget.
3. Allocating cost savings on Public Works FY 2023 equipment purchases to purchase attachment for new loader.
4. Allocating funding for commercial oven replacement at the prison.
5. Allocating funding for Ogeechee Circuit court costs per FY 2024 court budget.

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2024.
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 2024.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

Multiple

Attachments:

FY 2024 budget amendment resolution

**State of Georgia
County of Effingham**

RESOLUTION TO AMEND THE FY 2024 BUDGET

WHEREAS, the FY 2024 budget of Effingham County was adopted on June 6th, 2023 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	AMOUNT	DESCRIPTION
041	SPLOST EQUIPMENT	LOADER	321-4970-041-54-2215	13800.00	to fund attachment for new loader
041	SPLOST EQUIPMENT	CASH CARRY FORWARD	321-13-4201	-13800.00	to fund attachment for new loader
061	WWTP	OTHER EQUIPMENT	505-4320-061-54-2501	20000.00	to fund HVAC replacement at WWTP
061	WWTP	WWTP COST RECOVERY FEE	505-34-4212-3	-20000.00	to fund HVAC replacement at WWTP
030	PARKS & LANDSCAPES	OTHER EQUIPMENT	270-6220-030-54-2502	3600.00	to supplement existing funding for mowers
030	PARKS & LANDSCAPES	CASH CARRY FORWARD ROADS	270-38-9015-1	-3600.00	to supplement existing funding for mowers
016	PRISON	OTHER EQUIPMENT	100-3420-016-54-2502	9000.00	to fund oven replacement at prison
016	PRISON	CASH CARRY FORWARD	100-13-4201	-9000.00	to fund oven replacement at prison
007	COURT SERVICES	OGEECHEE SUP CT CIRCUIT COST	100-2150-007-52-1204	58066.49	to adjust Ogeechee Circuit to final court budget
007	COURT SERVICES	CASH CARRY FORWARD	100-13-4201	-58066.49	to adjust Ogeechee Circuit to final court budget
				0.00	net entries

This amendment allocates funding for the HVAC replacement at the WWTP, Public Works loader attachment, prison commercial oven replacement, Parks & Landscapes mowers, and Ogeechee Circuit court costs.

Approved this _____ day of _____ 2023.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report

Subject: Renew contract with Bingham Arbitrage Services for arbitrage rebate compliance calculations for bonds

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 8/15/23

Item Description: Consideration to approve to renew the five-year contract with Bingham Arbitrage Services, Inc. to perform the arbitrage rebate calculations for the \$28,845,000 Revenue Bond Series 2017.

Summary Recommendation:

Staff is requesting approval to renew the contract for the five-year term.

Executive Summary:

In accordance with the requirements contained in Section 148 of the Internal Revenue Code, we are required to file arbitrage rebate reports every 5 years on the water bonds, or until the projects have been completed and all funds have been spent. Bingham Arbitrage Services has performed these calculations for the County in the past, and with this contract renewal they will continue to perform this service. The remaining bond funds are budgeted to be spent in FY 2024 so even though this contract could potentially last for five years, it is expected to be finished at the end of this current fiscal year. The fee for this contract is \$750 per year.

Background:

The County first approved to contract with Bingham at the February 5th, 2019 Commissioners' meeting. Bingham Arbitrage Services has been helping counties, municipalities, and educational sectors for over 30 years with meeting the arbitrage requirements. Their services include:

- a. Comprehensive and Professional review of Bond Documents
- b. Prioritization and Determination of Funds subject to Section 148 of the Tax Code
- c. Detailed Spending Exception Reports and Spend Down Summaries, where applicable
- d. Filing of all applicable governmental forms
- e. If needed, guaranteed support during IRS audit or inquiry

Alternatives for Commission to Consider:

1. Approve to renew the contract with Bingham Arbitrage Services.
2. Do not approve to renew the contract with Bingham Arbitrage Services.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to renew the contract with Bingham Arbitrage Services.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

General fund, finance department budget

Attachments:

Bingham Arbitrage Services contract

BINGHAM

ARBITRAGE
REBATE
SERVICES

August 3, 2023

Mr. Mark W. Barnes, Finance Director
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

RE: Arbitrage Rebate Services Proposal

\$28,935,000
Effingham County Industrial Development Authority
Refunding & Improvement Revenue Bond
(Effingham County Water and Sewer Projects)
Series 2017

Dear Mark,

Bingham Arbitrage Rebate Services, Inc. enjoyed working with your office on the recent first installment arbitrage rebate review for the above-referenced bond issue. We are pleased to submit a quote for the second installment period.

NATURE AND SCOPE OF SERVICES

The U. S. Congress has long considered the use of tax-exempt bond proceeds to invest in higher yielding taxable obligations to be abusive. In enacting Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"), Congress adopted an approach to controlling the abuse. Section 148(a) generally prohibits the investment of tax-exempt bond proceeds in taxable obligations with a yield materially higher than the bond yield. Section 148(f) requires the "rebate" to the United States Treasury of any allowable arbitrage profits. There are, of course, certain specific exceptions to both the yield restriction and the rebate requirements.

Within 45 – 60 days following the next ensuing computation date for the Bonds or on such other day as we may mutually agree, Bingham will prepare and provide the following:

1. A written report (the "Report") setting forth a calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds in compliance with Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"); and
2. Form 8038-T for filing with the Internal Revenue Service ("IRS"), if the Report indicates that amounts are owed to the United States Treasury.

The Report and the Form 8038-T (if required) will cover the period of time from July 6, 2022 through July 6, 2027.

In the preparation of the Report and, if required, the Form 8038-T, Bingham will among other things determine the amount of the gross proceeds of the Bonds (including the investment proceeds) and the dates and amounts of the expenditures of such gross proceeds and assess whether such gross proceeds may qualify for the spending and other exceptions to the rebate and yield restriction requirements of Section 148 of the Tax Code.

Please note that you will have the ultimate responsibility for obtaining the signature of an authorized representative of the Issuer on the Form 8038-T and ensuring it is filed with the Internal Revenue Service by the date specified in the Report, along with the required payment.

CLIENT RESPONSIBILITIES

For Bingham to provide you with the highest level of service, we must rely on you to provide, in a timely manner, the transcript of the financing documents and closing certificates for the Bonds, including the tax or arbitrage certificate and the IRS Form 8038, 8038-G or 8038-GC, any amendments to or modifications of such documents and certificates and the information regarding the investment and expenditure of the gross proceeds of the Bonds that we may request. You may have to obtain, or arrange for Bingham to obtain, such information from your bond counsel, the trustee for the Bonds or other professionals.

For the report, we will need all of the bank statement history from July 6, 2022 through current date. For future trust statements, please ask the bank to set Bingham up for online access. The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

We will not audit or otherwise independently verify the correctness of the information you provide. However, we may ask you to clarify any of the information.

PERIOD OF THE ENGAGEMENT

We expect to begin the preparation of your Report and Form 8038-T (if required) upon receipt of a signed copy of this proposal and all of the documents and information requested.

Our services will conclude upon our delivery to you of the Report and Form 8038-T (if required) in a form suitable for execution by your authorized representative and filing with the IRS. You are responsible for reviewing the accuracy of Form 8038-T and any accompanying schedules and statements prior to filing.

Evaluation Date: July 6, with the second installment period ending July 6, 2027. Bingham will provide the next updated report as of the July 6, 2023 evaluation date and annual reports thereafter through the second installment date, July 6, 2027, or once gross proceeds are spent in full whichever occurs first.

FEE QUOTE

Factors involved in our fees include the size and complexity of an issue, the number of funds included in the calculation, the type of calculation required, commingled money, and if Investment Agreements are a factor for the issue. Every issue is structured differently and our fees vary on a case-by-case basis.

For this Issue, we will review for ongoing compliance with Section 148 of the Internal Revenue Code, which governs arbitrage rebate for tax-advantaged transactions.

Arbitrage Rebate Compliance Report Second Installment Period	Fees ¹
Years 6 - 10	\$750 per year

¹ The fee stops once gross proceeds are spent in full.

FEE QUOTE (continued)

Additional Fees That May Apply ²	Fees
Excess Yield Calculation (Years 6 – 10) ³	\$150 per year
Uncommingling &/ or Transferred Proceeds Fee ⁴	\$350 per year

² These fees will only be a factor if applicable.

³ This fee will be a factor if Construction Fund proceeds remain outstanding as of the end of the three-year temporary period.

⁴ If gross proceeds are commingled with non-proceeds, uncommingling will apply.

Bingham's invoice and the arbitrage rebate compliance report are sent together and on the same day. Payment is due within 30 days of receipt of the invoice.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. This would include Bingham's time commitment increasing if it became necessary to research and locate missing investment activity, or if bond proceeds are mixed with other non-proceeds funds.

EXPIRATION

If Bingham has not received a signed copy of this proposal and all of the documents and investment information requested within 90 days after the date hereof, we will assume you no longer need or want our services. We may withdraw from this engagement without completing or delivering the Report or Form 8038-T to you. Such withdrawal will terminate our engagement.

RECORD RETENTION

Bingham's policy is to return to you any information you transmit to us in original form or in hard copy as, or when, we complete this engagement. We ask that you pick up the originals or hard copies within 30 days after we notify you of their availability. After 30 days, you agree that we may return your information to you at your last known address via U.S. Mail or 2-day delivery service at your request. Our responsibility for your originals and hard copies ends when you pick them up or we deposit them in the U.S. Mail or with the 2-day delivery service.

Bingham's current policy is to keep our records related to this engagement in electronic format for six years from the end of this engagement.

USE OF THE INTERNET AND CLOUD SERVICES

To facilitate the provision of our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third party vendors' secured portals or clouds. Your electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data. In using these data transmission and storage methods, Bingham employs reasonable measures designed to maintain data security and we require our third-party vendors to do the same.

You acknowledge and agree that Bingham has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

SEVERABILITY

If any term of this engagement letter is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent that it is invalid, illegal or unenforceable. All other terms shall remain in full force and effect.

ENTIRE AGREEMENT

This engagement letter constitutes the entire agreement between Bingham and you regarding the calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds. You acknowledge that there are no other agreements (either oral or written) with Bingham regarding such matters. No additional terms, or modification or waiver of any previously agreed-upon terms, are valid unless agreed to in writing by both Bingham and you.

FINANCIAL ADVISOR DISCLAIMER

By engaging Bingham to provide the services described in this document, Effingham County acknowledges that Bingham (1) is not recommending actions or providing advice to Effingham County, and (2) does not owe a fiduciary duty to Effingham County, as described by Section 15B of the Securities Exchange Act of 1934. Effingham County should consult with the appropriate transaction professionals for legal and financial advice.

If you agree with these terms, please have an authorized representative sign where indicated below and return electronically to Bingham at your earliest convenience.

Bingham has implemented a "Green Initiative," and all compliance reports are now sent to your office electronically. However, if you prefer an original hard copy of the installment date report, please let us know. We are happy to place one in the mail upon request.

I hope these fees meet with your approval. Please feel free to call me at (804) 864-9564 if you have any questions. Thank you and I look forward to hearing from you.

Sincerely,



Kim A. Hoyt
President

Signature

Name (printed)

Title

Date

Staff Report

Subject: Coastal Regional Commission Area Agency on Aging Meal Contract #2024-08

Author: Jody Jones, Grants Coordinator presented by Mark W. Barnes, Finance Director

Department: Finance

Meeting Date: 8/15/23

Item Description: Consideration to approve Coastal Regional Commission (CRC) Area Agency on Aging (AAA) Contract #2024-08 for FY 2024.

Summary Recommendation:

Staff is requesting approval of the CRC AAA Contract #2024-08 for the provision of services and meals to our elderly population.

Executive Summary/Background:

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

1. The contract provides federal and state funding to serve congregate and home-delivered meals.
2. The contract shows:
 - A total funding budget, from all sources, of \$253,356.03.
 - Federal funding of \$134,578.84.
 - State funding of \$79,321.40.
 - Required match of \$15,832.81.
 - Program income and other local funding of \$23,655.10.

Alternatives for Commission to Consider:

1. Approve the CRC AAA Contract #2024-08.
2. Do not approve CRC AAA Contract #2024-08.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the CRC AAA Contract #2024-08.

Other Alternatives: N/A

Department Review: Finance

Funding Source:

Funding is as noted from Federal and State funding. Required match is included in the FY 2024 Budget.

Attachments:

CRC Contract #2024-08 documents

Contract # 2024-08

STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission

Project: Operation of a Senior Center with Congregate and Home Delivered Meals

Contract Period: July 1, 2023, through June 30, 2024

Physical Address: Effingham County Commission
804 South Laurel St.
Springfield, GA 31329

Mailing Address: Effingham County Commission
804 South Laurel St.
Springfield, GA 31329

Financial Contact: Thomas J. Kilmartin, Finance Director
804 South Laurel St.
Springfield, GA 31329
(912) 754-2143

Programmatic Contact: Theresa Johnson
Effingham County Senior Center
128 New Stillwell Road
Springfield, GA 31329
(912) 754-2138
(912) 754-2152 (FAX)

7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.
8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown bag" seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.
9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.
10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.
11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.
12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center
13. To serve **15,235 home delivered meals** (units) in Effingham County annually.
14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly

C. Population to be Served

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

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).

trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

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

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

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

H. ADRC as Single Point of Entry

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

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

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

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

- g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.
- h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

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

L. Site Council

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

M. Availability of Technical Assistance

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

III. PROJECT MANAGEMENT

A. Program Management System

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

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.

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

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

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

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

Typed or Printed Name	Title	Signature
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Typed or Printed Name	Title	Signature
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Typed or Printed Name	Title	Signature
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**OFFICE OF AGING
DEPARTMENT OF HUMAN SERVICES
OLDER AMERICANS ACT
HEARING PROCEDURES**

I. PURPOSE

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

II. AUTHORITY

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

III. DEFINITIONS

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

For the purposes of this Hearing Procedure:

- A. The terms "contract" or "contractor" shall mean the Area Agency on Aging (AAA) having a direct contractual relationship with the Office of Aging.
 - B. "Subcontractor" shall mean an entity authorized by subcontract with the AAA or another service provider to provide services to older Georgians funded through a subgrant (subcontract) under the AAA's plan as defined in 45 CFR Part 1321.3 with the express approval of the Area Agency on Aging and/or the Office of Aging through the approved Area Plan on Aging.
2. "Service Provider" means the entity that is awarded a subcontract from an AAA to provide services to older Georgians under the Area Agency on Aging's Area Plan on Aging as defined in 45 CFR Part 1321.3

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

- A. Which has been awarded a contract from the AAA to provide services; or,
- B. Which has been awarded a subcontract from a primary service provider (AAA contractor) to provide services as approved by the AAA, to older Georgians under the Area Agency on Aging's Area Plan on Aging.

- C. Any applicant to provide a service under an Area Plan on Aging;
- D. Any Title III service provider, under an Area Plan on Aging; or
- E. Any applicant for designation as a Planning and Service Area.

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

2. Any adverse action taken by any party must be in writing, must identify the party making said adverse action, and must advise all parties with rights under these procedures of the right to appeal said action by first requesting a reconsideration of the decision and, if necessary, requesting a hearing by the AAA and/or Office of Aging as described herein. All applicable time limits shall be clearly stated in all communications.
3.
 - A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA's subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA's final decision within seven (7) calendar days of the reconsideration conference.
 - B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The hearing will be held by the Director or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.
4.
 - A. If the decision being appealed was made by the Office of Aging, then the aggrieved party must request, in writing, a reconsideration of that decision at the Office of Aging level within seven (7) calendar days of receipt of the adverse action. The Office of Aging shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.
 - B. If the issue is not resolved through reconsideration at the Office of Aging level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By _____ Date _____
(Signature of Official Authorized to Sign)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS - Nutrition Services

Month/Year FY2024

Service: HCBS Home Delivered Meals

Fund Source: CBS - HCBS State

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$9.89	0.00	0	1,241	1,241	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%
Less Cash Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Less Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
State (100%)	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%
Match (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$21,701.00	\$21,701.00	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3154/525	
Reimbursement Amount			\$0.00

**COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Nutrition/Wellness

Month/Year FY2024

Service: HCBS-Home Delivered Meals

Fund Source: Title III C2 -Home Delivered Meals

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$9.89	0.00	0.00	9,728	9,728	0.00%

0

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$96,212.05	\$96,212.05	0.00%
Less Cash Match	\$0.00	\$0.00	\$9,131.21	\$9,131.21	0.00%
Less Program Income	\$0.00	\$0.00	\$4,900.00	\$4,900.00	0.00%
	\$0.00	\$0.00		\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$82,180.84	\$82,180.84	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (85%)	\$0.00	\$0.00	\$77,615.24	\$77,615.24	0.00%
State (5%)	\$0.00	\$0.00	\$4,565.60	\$4,565.60	0.00%
Match (10%)	\$0.00	\$0.00	\$9,131.21	\$9,131.21	0.00%
Program Income	\$0.00	\$0.00	\$4,900.00	\$4,900.00	0.00%
	\$0.00	\$0.00		\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$96,212.05	\$96,212.05	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3260/525	
Reimbursement Amount			\$0.00

**COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS Senior Center
Service: HCBS Congregate Meals
Fund Source: CBS - HCBS State

Month/Year FY2024

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$10.60	0.00	0	807	807	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%
Less Cash Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Less Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
State (100%)	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%
Match (0%)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$9,130.00	\$9,130.00	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3166/525	
Reimbursement Amount			\$0.00

**COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners

County: Effingham County

Program: HCBS - Senior Centers

Month/Year FY2024

Service: Congregate Meals

Fund Source: Title III C1 - Congregate Meals

% of Year Completed 100.00%

Cost Per Meal/Unit	Current Month Units	YTD Units	Units Budgeted	Unexpended Units	% of Budget
\$10.60	0.00	0.00	6,851	6,851	0.00%

Expenditure Category	Current Month	YTD Expense	Budget	Unexpended Balance	% of Budget
Unit Cost Expense Summary	\$0.00	\$0.00	\$72,615.89	\$72,615.89	0.00%
Less Cash Match	\$0.00	\$0.00	\$6,701.69	\$6,701.69	0.00%
Less Program Income	\$0.00	\$0.00	\$5,600.00	\$5,600.00	0.00%
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Net Expenditures	\$0.00	\$0.00	\$60,314.20	\$60,314.20	0.00%

Revenue Category	Current Month	YTD Revenue	Budget	Unexpended Balance	% of Budget
Federal (85%)	\$0.00	\$0.00	\$56,963.40	\$56,963.40	0.00%
State (5%)	\$0.00	\$0.00	\$3,350.80	\$3,350.80	0.00%
Match (10%)	\$0.00	\$0.00	\$6,701.69	\$6,701.69	0.00%
Program Income	\$0.00	\$0.00	\$5,600.00	\$5,600.00	0.00%
	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$72,615.89	\$72,615.89	0.00%

<i>RDC USE ONLY</i>	Vendor Code	Cost Code	Total
Contract Services	2509	3250/525	
Reimbursement Amount			\$0.00

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to meet the needs of older persons effectively and efficiently.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service, or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 contact	Individual or Group	Line Item	ADRC Team, Access to Services	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.

DIVISION of AGING SERVICES

ANNEX E

Taxonomy of Services Definitions

Item XI. 8.

HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.
HCBS - CAREGIVER SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - CAREGIVER SERVICES	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/ Home Repair	\$1 per unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregate setting.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Non-Congregate	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting
HCBS - CASE MANAGEMENT	Care Consultation	1/4 hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

ANNEX E

Item XI. 8.

<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>CDSME - Tomando</p>	<p>1 Workshop</p>	<p>Group</p>	<p>Unit Cost</p>	<p>EBP Specialist, Livable Communities</p>	<p>A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two an a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Falls Prevention - Matter of Balance</p>	<p>1 Workshop</p>	<p>Group</p>	<p>Unit Cost</p>	<p>EBP Specialist, Livable Communities</p>	<p>Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Falls Prevention - Tai Chi</p>	<p>1 Workshop</p>	<p>Group</p>	<p>Unit Cost</p>	<p>EBP Specialist, Livable Communities</p>	<p>Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Hospital Transition - Care Transitions Intervention</p>	<p>1 Person</p>	<p>Individual</p>	<p>Line Item</p>	<p>EBP Specialist, Livable Communities</p>	<p>Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. (Not MFP Eligible Clients)</p>
<p>HCBS - EVIDENCE BASED SERVICES</p>	<p>Hospital Transition - The Bridge Model</p>	<p>1 Person</p>	<p>Individual</p>	<p>Line Item</p>	<p>EBP Specialist, Livable Communities</p>	<p>Hospital Transitions have a number of components to assist an individual transfer home post discharge including, but not limited to: meals, case management, medication management, home visit, help making follow up appointments completely based on the individual's need for supports as they recover at home.</p>

DIVISION of AGING SERVICES

ANNEX E

Taxonomy of Services Definitions

HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	1 Contact/Completed Call with Client	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Home Management	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs).
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Homemaker - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/ Home Repair	\$1 per unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - KINSHIP CARE	Counseling - Individual	1 Session	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.
HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - KINSHIP CARE	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.

DIVISION of AGING SERVICES
Taxonomy of Services Definitions

HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.
HCBS - SENIOR CENTERS	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - SENIOR CENTERS	Medications Management - Group	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Provision of group education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Medications Management - Individual	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Provision of one-on-one education regarding how to correctly obtain, take, and manage medications to prevent incorrect medication use and adverse drug reactions.
HCBS - SENIOR CENTERS	Outreach	1 Contact	Group	Line Item	Chief Dietitian, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
HCBS - SENIOR CENTERS	Senior Recreation	1 Session	Group	Unit Cost	Chief Dietitian, Livable Communities	Individual clients documented. Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.

**DIVISION of AGING SERVICES
Taxonomy of Services Definitions**

<p>OPTIONS COUNSELING</p>	<p>Community Options Counseling</p>	<p>1 Person</p>	<p>Individual</p>	<p>Line Item</p>	<p>ADRC Team Lead or Options Counseling Specialist, Access to Services</p>	<p>Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face.</p>
<p>PUBLIC GUARDIANSHIP OFFICE</p>	<p>Guardianship</p>	<p>N/A</p>	<p>Individual</p>	<p>N/A</p>	<p>N/A</p>	<p>Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.</p>
<p>SCSEP</p>	<p>SCSEP</p>	<p>¹ Enrollment</p>	<p>Individual</p>	<p>Line Item</p>	<p>SCSEP Coordinator, Livable Communities</p>	<p>Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities.</p>

GEORGIA DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
REPORT OF CERTIFIED COSTS

Completed by Contractor:

For the period of: _____ Date: _____ To Date: _____
Name of Contractor: _____ Program Officer, DHS: _____

Specify Type of Certified Costs:

Certified Costs: _____ Non-Cash Match: _____

Specify Type of Program

Type of Program: _____ Contract #: _____
Identification #: _____ Control #: _____
Name of Provider: _____
Address of Provider: _____

Costs Detailed:

Personnel:				
Name	Title	Salary/Benefits	%of Time	Applicable Amount
			Subtotal	

Detailed Other Costs:
Local Cash Match

I, the undersigned, hereby certify that the above certified costs and/or non-cash match have been provided/received in compliance with the requirements and conditions of the applicable federal or state program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction direct to this federal or state program and that these records are available to DHS or federal auditors to review.

Date: _____ Signature: _____
Title: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).

B. At CRC/ AAA:

Peggy Luukkonen
ADRC Program Manager/ HIPPA Privacy Officer
pluukkonen@crc.ga.gov
912-437-0861

C. At Contractor: _____

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Appendix G-1 and Appendix G-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this

- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their

deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:
- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
 - B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
 - C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
 - D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.
10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.
- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
 - iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

APPENDIX G-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Appendix G-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Appendix G-1 as needed and provide the updated form to DHS Project Leader Contact.

APPENDIX G-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov , as well as AAA HIPPA Privacy Officer pluukkonen@crc.ga.gov, immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Appendix G-2 as needed and provide the updated form to DHS Project Leader Contact and the CRC AAA HIPPA Privacy Officer, Peggy Luukkonen.

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Personnel Spreadsheet SFY 2023-2024

Enter Provider Name: Effingham County Commission F72224	STAFF LIST (Paid staff only - do not include volunteers or other donated)	Number of Staff Positions (Enter number per staff title)	Base Wages (Enter base amount with no benefits included)	Fringe Benefit Rate (Enter benefit costs by % only)	Total Wages and Benefits (Auto-populates)	Productive Hours (Enter annual productive hours)	General Admin (Enter % of staff time in admin)	Admin Hours (Auto-populates)	General Admin Costs (Auto-populates)	Staff for Building Maintenance (Enter % of staff time)	Shared Building Space (Auto-populates)	#2 Nut./Wellness - Congregate Meals Management Only				#3 Nut./Wellness - Congregate Meals Costs Only											
												Wages	Benefits	Hours	Admin %	Admin Hours	Admin Costs	Staff %	Shared Space	TOTAL	Billable Hours	% OF	W & B	TOTAL	Billable Hours	% OF	W & B
												(\$)	(\$)	(Hours)	(%)	(Hours)	(\$)	(%)	(Hours)	(%)	(Hours)	(Auto-populates)	(Hours)	(%)	(\$)	(Hours)	(%)
	Director	1	\$ 51,563	45%	\$ 74,767	2,160	50%	1,080	\$7,383	0%	0	0	432	0	20%	\$14,953	0	0%	\$0								
	Assistant Director	1	\$ 45,032	78%	\$ 80,157	2,080	10%	208	\$8,016	0%	0	0	312	0	15%	\$12,024	0	0%	\$0								
	Instruction, Senior Center	1	\$ 30,506	105%	\$ 62,536	2,080	3%	104	\$3,127	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Nutrition Aid/Instructor	1	\$ 15,486	14%	\$ 2,168	1,040	10%	104	\$1,765	0%	0	0	364	0	35%	\$6,179	0	0%	\$0								
	Instructor, Senior Center	1	\$ 31,200	61%	\$ 19,032	2,080	5%	104	\$2,512	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Activities Coordinator (New in F7 20)	0	\$ -	0%	\$0	0	0%	0	\$0	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Staff title	0	\$ -	0%	\$0	0	0%	0	\$0	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Staff title	0	\$ -	0%	\$0	0	0%	0	\$0	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Client/Meal Transportation Cost Pool Section Only																										
	Driver	0	\$ -	0%	\$0	0	0%	0	\$0	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Driver	0	\$ -	0%	\$0	0	0%	0	\$0	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	Driver	0	\$ -	0%	\$0	0	0%	0	\$0	0%	0	0	0	0	0%	\$0	0	0%	\$0								
	<i>(The following data calculates automatically - do not enter)</i>																										
	Total Wages and Benefits	5	\$173,786		\$285,346				\$52,803							\$33,156			\$0								
	Percent of Total Wages and Benefits				100.00%				18.50%							11.62%			0.00%								
	Total Hours				9,440			1,600								1,108			0								
	Unit of Service							16.95%								11.74%			1.00								
	Percent of Total Hours				100.00%			16.95%								11.74%			0.00%								

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2023-2024

	File is..		#2	#3	#4	#5	All Other
	In Balance						
FY2024							
PROPOSED ANNUAL EXPENSES <i>(Select Line Item from DAS Chart of Accounts)</i>							
WAGES & BENEFITS (Auto-populates)	\$285,346	\$52,803	\$33,156	\$0	\$30,030	\$0	\$169,357
Auto-populates % of Wages and Benefits from Personnel Spreadsheet(1)	100.00%	18.50%	11.62%	0.00%	10.52%	0.00%	59.35%
Auto-populates % of Hours from Personnel Spreadsheet (1)	100.00%	16.95%	11.74%	0.00%	11.19%	0.00%	60.13%
STAFF TRAVEL EXPENSES <i>(Auto-populates)</i>	\$36,350						
Staff Mileage/Per Diem Reimbursement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer Mileage/Per Diem Reimbursement	\$36,350	\$6,350	\$0	\$0	\$30,000	\$0	\$0
Other Staff Travel Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VEHICLE OPERATING EXPENSES <i>(Auto-populates)</i>	\$0						
Vehicle Gas & Oil	\$0		\$0	\$0	\$0	\$0	\$0
Vehicle Insurance	\$0		\$0	\$0	\$0	\$0	\$0
Vehicle Maintenance	\$0		\$0	\$0	\$0	\$0	\$0
Other Vehicle Operating Expenses	\$0		\$0	\$0	\$0	\$0	\$0
BUILDING EXPENSES (Auto-populates)	\$28,650						
Building Depreciation	\$0		\$0	\$0	\$0	\$0	\$0
Building Insurance	\$1,500	\$1,500	\$0	\$0	\$0	\$0	\$0
Building Maintenance/Janitorial	\$7,000	\$7,000	\$0	\$0	\$0	\$0	\$0
Building Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$19,170	\$19,170	\$0	\$0	\$0	\$0	\$0
Other Space Expenses	\$980	\$980	\$0	\$0	\$0	\$0	\$0
COMPUTER OPERATION EXPENSES (Auto-populates)	\$0						
Computer Purchase	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Computer Operation Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL EQUIPMENT EXPENSES <i>(Auto-populates)</i>	\$20,000						
Capital Equipment Depreciation/Usage Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Equipment Expenses	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2023-2024

	File is..		#2	#3	#4	#5	All Other
	In Balance						
FY2024							
PROPOSED ANNUAL EXPENSES <i>(Select Line Item from DAS Chart of Accounts)</i>							
OTHER OPERATING COSTS (Auto-populates)	\$0						
Agency Indirect (Federal Cognizant Agency Only)	\$0						
Audit/Legal Fees	\$0						
Profit/Surplus Margin	\$0						
Other Misc. Operating Costs	\$0						
Spreadsheet Check (Auto-populates)	\$511,796						
TOTAL ALLOWABLE COSTS <i>(Auto-populates)</i>	\$511,796	\$79,153	\$28,650	\$0	\$12,390	\$33,156	\$43,020
							\$60,030
							\$86,040
							\$169,357

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet SFY 2023-2024

	File is..		#2	#3	#4	#5	All Other	
	In Balance							
FY2024								
PROPOSED ANNUAL EXPENSES <i>(Select Line Item from DAS Chart of Accounts)</i>								
	General Administration COST POOL	Shared Building Space COST POOL	Client/Meal Transportation COST POOL	Support COST POOL	Nut./Wellness - Congregate Meals Management Only	Nut./Wellness - Home-Delivered Meals Management Only	Nut./Wellness - Home-Delivered Meals Meal Cost Only	All Other
DONATED PERSONNEL OR NON-CASH MATCH SECTION								
<i>Enter description (Column A) and then \$ value (Column B)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Donated Cost Pool Section:								
Reallocate Donated Building Space <i>(Auto-populates from Cost Pool Section above)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	150	400	0	0	0	0	0	5,760
Reallocate Donated Client Transportation Costs <i>(Auto-populates from Cost Pool Section above)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Reallocate Donated General Administration <i>(Auto-Populates from Cost Pool Section above)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spreadsheet Check (Auto-populates)	\$511,796	\$33,156	\$43,020	\$60,030	\$86,040	\$169,357		
TOTAL COSTS <i>(Plus Donated/Non-Cash Match)</i>	\$511,796	\$43,363	\$52,021	\$73,976	\$104,042	\$238,393		
Number of Billing Units (Auto-populates from Cost Pool Section above)		9,000	9,000	18,000	18,000	18,000		
POTENTIAL UNIT COST		\$4.82	\$5.78	\$4.11	\$5.78	\$5.78		\$0.00

Annex I - FY2024

Fund Source	Federal	State	SubTotal (Payable)	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost	# Served
Provider: Effingham County Senior Citizens Center											
Program: HCBS - Nutrition Services											
Service: Home Delivered Meals											
CBS - HCBS State (Unit Cost)	\$0.00	\$21,701.00	\$21,701.00	\$0.00	\$21,701.00	\$0.00	\$7.55	\$21,708.55	2,195.00	\$9.89	9
NSIP - State (Unit Cost)	\$0.00	\$26,840.00	\$26,840.00	\$0.00	\$26,840.00	\$0.00	\$1.46	\$26,841.46	2,714.00	\$9.89	11
JAA Title III CZ - Home Delivered Meals (Unit Cost)	\$77,615.24	\$4,565.60	\$82,180.84	\$9,131.21	\$91,312.05	\$4,900.00	\$7.76	\$96,219.81	9,729.00	\$9.89	39
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,904.33	\$5,904.33	597.00	\$9.89	3
Service Total:	\$77,615.24	\$53,106.60	\$130,721.84	\$9,131.21	\$139,853.05	\$4,900.00	\$5,921.10	\$150,674.15	15,235.00		
Program Total:	\$77,615.24	\$53,106.60	\$130,721.84	\$9,131.21	\$139,853.05	\$4,900.00	\$5,921.10	\$150,674.15	15,235.00		
Program: HCBS - Senior Centers											
Service: Congregate Meals											
CBS - HCBS State (Unit Cost)	\$0.00	\$9,130.00	\$9,130.00	\$0.00	\$9,130.00	\$0.00	\$7.20	\$9,137.20	862.00	\$10.60	4
NSIP - State (Unit Cost)	\$0.00	\$13,734.00	\$13,734.00	\$0.00	\$13,734.00	\$0.00	\$3.60	\$13,737.60	1,296.00	\$10.60	6
JAA Title III CZ - Congregate Meals (Unit Cost)	\$56,963.60	\$3,350.80	\$60,314.40	\$6,701.60	\$67,016.00	\$5,600.00	\$4.60	\$72,620.60	6,851.00	\$10.60	28
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,218.60	\$7,218.60	681.00	\$10.60	3
Service Total:	\$56,963.60	\$26,214.80	\$83,178.40	\$6,701.60	\$89,880.00	\$5,600.00	\$7,234.00	\$102,714.00	9,690.00		
Program Total:	\$56,963.60	\$26,214.80	\$83,178.40	\$6,701.60	\$89,880.00	\$5,600.00	\$7,234.00	\$102,714.00	9,690.00		
Provider Total:	\$134,578.84	\$79,321.40	\$213,900.24	\$15,832.81	\$229,733.05	\$10,500.00	\$13,155.10	\$253,388.15	24,925.00		



Code of Conduct Compliance Questionnaire for Employees of Subrecipients/Subcontractors

Amended: 8/23/2012

6. During fiscal 23 , did you, or are you aware of anyone who accepted any consideration or special favors from suppliers or potential suppliers which in fact or appearance could be deemed a bribe, kickback or reward given to influence your business judgment?

Yes No

7. Were you involved, or are you aware of any employee who was involved in a conflict of interest situation during fiscal year 23 ?

Yes No

8. I have listed names, addresses and the nature of the relationships of all persons or entities doing business with the Center or with my employer from whom I or any member of my immediate family has received, directly or indirectly, cash or a gift of more than nominal value (\$50.00) during the fiscal year ended June 30, 23 . *(If there are no persons or entities to be listed, so indicate by writing "NONE" in the first space provided below.)*

<i>Name of Person /Entity</i>	<i>Nature of Relationship/Outside Activity</i>

Political

9. In fiscal 23 , did you, or are you aware of anyone who received any payments from the Center or from your employer for the purpose of making a contribution to any political party, candidate, or election committee?

Yes No

Financial Integrity

10. Are you aware of any entries made in the books and records in fiscal 23 that you believe are false or intentionally misleading?

Yes No

11. Are you aware of any assets, liabilities, or transactions that you believe were improperly omitted from the books in fiscal 23 ?

Yes No

12. In fiscal 23 , are you aware of anyone seeking to influence any governmental official (including foreign officials) or governmental employee, or individual doing business with the Center or with your employer, by offering money, goods, or services in return for some special consideration?

Yes No

Contractor Responsibilities, Rewards, and Sanctions

Scope and Background. This provides policies and procedures to be used by the CRC in assessing compliance by their CONTRACTORS, with contract requirements and responsibilities and developing appropriate performance-based rewards or sanctions, relative to compliance status. To the extent feasible, the CRC will reward those CONTRACTORS which the CRC finds have demonstrated exceptional performance. Likewise, should there be findings of non-compliance with the terms of a contract which governs the use of monies appropriated under that contract, the CRC may take such actions, described in this section, as may be legally available and appropriate to the circumstances. This section outlines the rewards available for compliance with a contract and the potential sanctions which can be levied for non-compliance with contract terms and conditions.

Definitions. Definitions for terms used in this section shall have the following meanings, unless the context clearly indicates otherwise.

- (a) Levels of Sanctions include but are not limited to:
- (1) Level One Sanction - The sanction that the CRC may impose as a response to a contractual breach and/or failure to comply with CRC policies and procedures and specific state and federal requirements.
 - (2) Level Two Sanction - The sanction that the CRC may impose as a response to a severe problem and the potential negative impact that such a problem may have on a CONTRACTOR agency's region or on the State.
 - (3) Level Three Sanction - The sanction that the CRC may impose with a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws may affect service delivery and/or CONTRACTOR agency financial stability.
 - (4) Level Four Sanction - The sanction that the CRC may impose where a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws continue to go uncorrected.
- (b) Acceptable corrective action plan - Identification of actions to be taken, including a time line, that are acceptable to the CRC to correct and identify issue of contractual or legal non-compliance.
- (c) Certified - When used in conjunction with performance measure testing, describes having obtained acceptable results, within parameters established by the CRC, for data tested.
- (d) Discretionary funds - Any funds issued by the CRC that are not awarded based on a general funding formula or not awarded to all Providers by the CRC.
- (e) Extension - An approved request, submitted to the CRC on or before the original due date, to submit required reports or other required information, later than the established due date, and granted at the discretion of the CRC for good cause shown.

Preventive maintenance. Preventive maintenance activities or approaches, developed to ensure achievement of desired program outcomes and provide fiscal accountability, include technical

unanticipated staffing constraints or other unexpected circumstances.

Rewards. Rewards for exceptional performance will be determined by the CRC based on the results of periodic and annual monitoring and evaluation. The CRC will work with the provider network to establish reward and recognition initiatives that are both meaningful and tangible. Exceptional performance is characterized by those activities that produce results which substantially exceed minimum requirements, and could be related to superior consumer satisfaction ratings, outstanding leadership in the community and state, highly effective stewardship of funds, highly effective advocacy efforts resulting in actions taken to benefit programs or clients, innovations leading to process improvements, and improved results. Actual rewards are not limited to, but may include any one, or a combination of:

- (a) notification and publicizing of outstanding performance to the public in the Area Agency's region and to the governing board of the designated Regional Development Center or non-profit organization. This could include holding annual recognition events, giving "Best in Class" Awards for AAAs and providers, highlighting accomplishments in newsletters and annual reports;
- (b) providing discretionary funding awards for conferences, training events, or leadership workshops, including in-state and, *when appropriate*, out-of-state travel;
- (c) providing discretionary funding awards for the purchase of equipment, including upgrades to computer hardware and software;
- (d) reducing the frequency of monitoring and other review processes, as long as performance levels are maintained at the exceptional level;
- (e) providing the opportunity to participate in policy and program development initiatives;
- (f) giving priority consideration for new projects, activities or funding.

Sanctions. The CRC may apply sanctions which can be both progressive and cumulative in nature and which can include, but are not limited to, the following:

Level One Sanctions. Level One Sanctions may result in one or more of the following actions:

- (a) requiring the development, submission and implementation of an acceptable corrective action plan to address identified weaknesses, contractual breaches, and/or non-compliance;
- (b) submission of additional and/or more detailed financial and/or performance reports;
- (c) designation as a high-risk CONTRACTOR, requiring additional monitoring visits;
- (d) repayment of disallowed costs; and
- (e) requiring directed amendments to contract.

Level Two Sanctions. Level Two Sanctions may result in one or more of the following actions:

- (a) failure to satisfactorily resolve an identified contractual breach within specified timeframes.
- (b) failure to submit a required report by the due date or date of approved extension.
- (c) failure to submit required reports accurately and completely, if identified by the CRC (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;
- (d) failure, on the third occurrence, to submit required reports accurately and completely, if identified by the CRC, whether or not a violation notice was previously issued;
- (e) failure to submit timely an acceptable corrective action plan for findings of program and fiscal monitoring within thirty (30) calendar days;
- (f) failure to resolve deficiencies noted in an audit review within timeframes established by contract.

Violations Subject to Level Two Sanctions. Violations which may result in the imposition of Level Two sanctions include, but are not limited to, the following:

- (a) failure to rectify any level one sanction within the timeframe established for corrective action;
- (b) failure to complete in a timely manner any corrective actions provided in any corrective action plan;
- (c) failure to submit in a timely manner a Single Audit, in accordance with OMB Circular A-133, to the Department;
- (d) failure to be certified as having had accurate data following performance measure testing;

Violations Subject to Level Three Sanctions. Violations which may result in the imposition of Level Three sanctions include, but are not limited to, the following:

- (a) failure to rectify any Level One sanction within sixty (60) calendar days following the timeframe established for corrective action;
- (b) failure to rectify any Level Two sanction within the timeframe established for corrective action;
- (c) failure to appropriately act upon reported or identified threats to the health and safety of program participants, within established timeframes, as follows:
 - (1) immediately, or on the next business day, when an immediate threat to life and safety of participants is reported or identified;
 - (2) within forty-eight (48) work hours, when there is some risk to health or safety, which is considered not to be life threatening;
 - (3) within seven (7) work days for all other reports or risks identified.

payments to CONTRACTORS are made from both State and Federal funds, submission of false or fraudulent claims, statements, documents, or the concealment of a material fact may be prosecuted as a felony in either Federal or State Court.

- (a) The Department/Division will inform the agency/CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.
- (b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation substantiates fraud, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to the Georgia Attorney General's Office, the United States Attorney General's Office, and other appropriate law enforcement agencies.

Ethics Code Violations. The Department/Division is bound by the Code of Ethics for Government Service and expects all CONTRACTORS, including area agencies on aging and their sub-CONTRACTORS to abide by the same (See Appendix 93-B). Violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations.

- (a) The Department will inform the CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.
- (b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

Abuse, Neglect, and Exploitation. Abuse, neglect, exploitation and other violations of client rights will be reported by the Department/Division to the appropriate authorities.²

Other Remedies. The CRC may take and/or impose other remedies that are legally available based on the circumstances involved.

Effective Date: July 2023

Review Date: March, annually, or at any other such time as there are changes in laws or regulations which affect this policy.

² See note 1.

Contract Amendment Correspondences

Security and Immigration Compliance Affidavits
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with COASTAL REGIONAL COMMISSION [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number - **E-Verify**

Date of Authorization

Name of Subcontractor

Multi-Funded Services

Name of Project

Georgia Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Security and Immigration Compliance Affidavits
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (_____ [name of subcontractor or **sub-subcontractor** with whom such sub-subcontractor has privity of contract]) and **COASTAL REGIONAL COMMISSION** [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known **E-Verify**, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (_____ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (_____ [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number - **E-Verify**

Date of Authorization

Name of Sub-subcontractor

Name of Project

Georgia Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:



FY2022 – Coastal Regional Commission
 Division of Aging Services – Multi-Funded
 ANNEX N

Brian P. Kemp
 Governor



Gerda B. Hines
 Commissioner

Georgia Department of Human Services
 Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
 scroll to “Office of Inspector General” and click “online form”.

Address: 2 Peachtree Street, NW, Suite
 30.450 Atlanta, Georgia 30303-3142

COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING CONTRACT

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

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN

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

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

AND

Effingham County Commission

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

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

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

PARA # 102 CRC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

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

form for the same month in which they are received.

10. That the CONTRACTOR will furnish the required match as indicated in Annex A. Requirements for certified cost and/or in-kind match are specified in PARA # 204 of this contract.
11. That the CONTRACTOR will use the DHS, Division of Aging Services, and CRC AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client as required by the Division of Aging and the CRC AAA. All required forms will be provided by the CRC AAA under separate cover.
12. That the CONTRACTOR will provide the service(s) as indicated in Annex A, Statement of Work at the unit cost specified in Annex A (if a unit cost has been established).
13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in Annex B.
14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services' policies and procedures and the CRC AAA policies and procedures to determine projected costs of contracted services.
15. That the CRC AAA has the right to reduce the amount of this contract. For instance, the CRC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. The CRC will:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.
2. Provide technical assistance, guidance, consultation, management support and other necessary support.
3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2023, and shall terminate on June 30, 2024, unless terminated earlier under other provisions of this contract.

- B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and the CRC.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. SUBCONTRACTOR COMPLIANCE The CONTRACTOR agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

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

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

PARA #106: CONFLICT OF INTEREST

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

reductions stated above shall be conclusive.

- C. Unilateral modification by the CRC's AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.
- D. Unilateral modification by the CRC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC's AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108: CRC RIGHT TO SUSPEND CONTRACT

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

PARA #109 :SEVERABILITY

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

PARA #110: TERMINATION

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the CRC incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the CRC as of that moment.
- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the CRC for failure of the CONTRACTOR to perform any of

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

PARA #112: FORCE MAJEURE

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

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and the CRC shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. The CONTRACTOR agrees that the CRC and/or the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.
- C. The CRC and the Georgia Department of Human Services Division of Aging Services shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of this

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

PARA #116: PUBLICITY

- A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. Prior approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC's name or logo in any manner, including, but not limited to, display on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the CRC..
- B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHS Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs that identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the CONTRACTOR shall not display the Department's name or logo in any manner, including, but not limited to, displays on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

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

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

engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- B. If CONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
1. A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (CONTRACTOR's Name), (Subcontractor's Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.
- C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
1. The CONTRACTOR has made false certification hereinabove; or
 2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

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

- A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR agrees that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the CONTRACTOR shall file with the CRC a signed "Certification Regarding Lobbying," attached hereto as Annex C
 3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of

recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

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

PARA #122: CRIMINAL HISTORY INVESTIGATIONS

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

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

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

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

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

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

PARA #125: DEBARMENT

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

PARA #126: PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CRC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, Asset Services Section and the CRC's AAA.
- B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. CONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss,

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

PARA # 129: VIOLATIONS OF THIS CONTRACT

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

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

PARA # 130: SAFE FACILITIES

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

PARA #131: COMPUTER AND DATA ENTRY REQUIREMENTS

A. EQUIPMENT:

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

Minimum Computer Requirements

- Intel Core i3, 500 GB Hard Drive (or better)
- 4 GB RAM (or higher)
- 17 " LCD Monitor
- Network card to support DSL or other high-speed Internet connection
- Good quality laser printer
- Keyboard
- Mouse
- Windows 7 Professional or higher Operating System

CONTRACTOR must have the ability to connect to the Internet and the DAS Data Management System server through digital Service Line or other high-speed Internet connection.

SECTION II: BUDGET REQUIREMENTS, PAYMENT PROVISIONS, and CLIENT REFERRAL PROCESS

PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

- A. The contract allocation attached to this contract as Annex I is made a part of this contract.
- B. The CONTRACTOR agrees that the CRC will be provided a cost allocation plan as part of the Budget should the CONTRACTOR provide any service other than those specified in this contract.
- C. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.
- D. Any program income generated as a result of this contract activity shall be expended as an additional cost alternative.
- E. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.
- F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.
- G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:
 - 1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.
 - 2. October 1 through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.

should access financial and programmatic reports monthly from the Georgia DDS system in order to properly manage budgets and expenditures. Failure to expend funding in a timely manner may result in a reduction in contract amount.

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

- A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 74.61 (b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this contract, a current copy of which the CONTRACTOR acknowledges has been previously received and that it has been reviewed and is understood. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:
1. Cash Contributions: Cash contributions represent the CONTRACTOR's cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.
- B. The state and federal term "in-kind match" is synonymous and is defined below:
1. In-Kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.
 2. The following requirements pertain to the CONTRACTOR's Supporting records for in-kind contributions from private organizations and individuals:
 - a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
 - b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.
- C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.
- D. The CONTRACTOR agrees to submit a monthly-certified cost report, DHS Form

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

July	8.3%	January	58.3%
August	16.6%	February	66.6%
September	25.0%	March	75.0%
October	33.3%	April	83.3%
November	41.6%	May	91.6%
December	50.0%	June	100.0%

PARA #208 INFORMATION & REFERRAL POLICIES:

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

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

PARA #209 PROVIDER TRAINING:

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

PARA #210: SERVICE AREA

The county service area(s) outlined in Annex I 4.2 Revenue Plan and Units/Persons Served obligate the CONTRACTOR to serve all clients referred by the CRC in such area regardless of where the client lives within the county.

F. Community Care Services Program Policies and Procedures, as amended.

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

H. 45 CFR Part 92

I. Federal Programmatic Regulations:

X TITLE III - 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended. Older Americans Act of 1965, as amended, Section 311, 42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note: Agricultural Act of 1949, as amended, Section 416, 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709, 7 U.S.C. 1446a-1. Older Americans Act, as amended, Public Law 106-501. Title III, Part E and VI, Part C.

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

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

X CCSP - 45 CFR Part 200 Title XIX, Social Security Act of 1987, as amended.

X GEORGIACARES - Section 4360 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, P.L. 101-166 Section 511 Older Americans Act of 1965, Title IV, Public Law 89-73, 79 Stat. 218, as amended; Public Law 97-115, 95 Stat. 1595; Public Law 98-459, 98 Stat. 1767; Public Law 100-175; Public Law 100-628, 42 U.S.C. 3031-3037b; Public Law 102-375; Public Law 106-501.

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

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

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

PARA #304: ENTIRE UNDERSTANDING

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


FY 2024 - Contract #2024-08

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

CONTRACTOR EXECUTION:

CRC EXECUTION:

Signature – Authorized Person



Signature – Executive Director


Printed Name and Title

Allen Burns, Executive Director
Printed Name and Title

Printed Name of Agency

7-11-23
Date Signed

Date Signed



Signature – CRC Chairman

Ken Lee, CRC Chairman
Printed Name and Title

7/11/23
Date Signed

Staff Report

Subject: Approval of PO 23-REQ-035 for the purchase of a Mid-Size Loader

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: August 15, 2023

Item Description: PO 23-REQ-035 for the purchase of a Mid-Size Loader

Summary Recommendation: Staff recommends approval of PO 23-REQ-035 for the purchase of a Mid-Size Loader

Executive Summary/Background:

- The County currently owns a 1999 John Deere 624H loader and 1999 Caterpillar 938G loader. An RFQ was posted for the purchase of a new mid-size loader, with a fork attachment (pipe style), and a 4-in-1 bucket attachment. Five proposals were received:
 - Dobbs Equipment, LLC. - \$263,800.00
 - Hills Machinery - \$248,700.00
 - Low Country - \$268,421.36
 - National Equipment Dealers - \$268,113.07
 - Yancy Bros Caterpillar - \$298,102.00
- EOM personnel reviewed all of the proposals and requested additional information from the vendors for a more thorough review. EOM recommends award to Dobbs Equipment for the John Deere 624P Loader. This unit appears to have more force than the other low bid, as well as a 12-month longer warranty period.

Alternatives for Commission to Consider

1. Approval of PO 23-REQ-035 with Dobbs Equipment, LLC for the purchase of a Mid-Size Loader for \$263,800.00
2. Approval of PO 23-REQ-035 with Hills Machinery for the purchase of a Mid-Size Loader for \$248,700.00
3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2, 3

Department Review: EOM, Finance, Purchasing

Funding Source: SPLOST

Attachments:

- PO 23-REQ-035 with Dobbs Equipment
- PO 23-REQ-035 with Hills Machinery
- EOM recommendation

PURCHASE ORDER

Item XI. 9.

Effingham County Board of Commissioners

804 S LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

DATE: 8/15/2023
P.O. # 23-REQ-035

VENDOR

Dobbs Equipment, LLC
50 Morgan Industrial Blvd
Savannah, GA 31408

ATTN : John Padgett
arthur.padgett@dobbsequipment.com

SHIP TO

Effingham County Board of Commissioners
804 S.Laurel Street
Springfield, GA 31329
ATTN : Alison Bruton
912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Mid-Size Wheel Loader	1	\$239,800.00	\$239,800.00
	Fork Attachment - Pipe Style	1	\$7,500.00	\$7,500.00
	4-in-1 Bucket	1	\$16,500.00	\$16,500.00

SUBTOTAL	\$ 263,800.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 263,800.00

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Dobbs Equipment, LLC agrees to furnish one (1) Mid-Size Wheel Loader and attachments as described in 23-REQ-035. The County references the terms, conditions and specifications contained in 23-REQ-035.

CUSTOM TRUCK & BODY WORKS - SIGNATURE

TITLE

CUSTOM TRUCK & BODY WORKS - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN
AUTHORIZED BY - TITLE

WESLEY CORBITT
AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE

Quote Id: 28886511

Prepared For:

EFFINGHAM COUNTY ROADS DEPT

DOBBS

EQUIPMENT

Prepared By: **JOHN PADGETT**

Dobbs Equipment
50 Morgan Industrial Blvd
Savannah, GA 31408

Tel: 912-964-7370

Fax: 912-964-1822

Email: arthur.padgett@dobbsequipment.com

Quote Summary

Prepared For:
 EFFINGHAM COUNTY ROADS DEPT
 309 GA HIGHWAY 119 S
 SPRINGFIELD, GA 31329

Prepared By:
 JOHN PADGETT
 Dobbs Equipment
 50 Morgan Industrial Blvd
 Savannah, GA 31408
 Phone: 912-964-7370
 arthur.padgett@dobbsequipment.com

Quote Id: 28886511
Created On: 22 May 2023
Last Modified On: 25 July 2023
Expiration Date: 31 May 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 624 P-Tier Wheel Loader John Deere Extended Warranty-60/3000 Comprehensive Warranty with Free Travel Time and Mileage for the term of the warranty on all warrantable repairs	\$ 278,300.00 X	1 =	\$ 278,300.00
Sub Total			\$ 278,300.00
Equipment Total			\$ 278,300.00

Quote Summary	
Equipment Total	\$ 278,300.00
Property Tax Recovery	\$ 0.00
SubTotal	\$ 278,300.00
Total	\$ 278,300.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 278,300.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28886511

Customer: EFFINGHAM COUNTY ROADS DEPT

JOHN DEERE 624 P-Tier Wheel Loader				
Hours:				Selling Price
Stock Number:				\$ 268,800.00
Code	Description	Qty	Unit	Extended
6041DW	624 P Wheel Loader	1	\$ 297,503.00	\$ 297,503.00
Standard Options - Per Unit				
183E	JLink™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
0400	Standard Loader	1	\$ 0.00	\$ 0.00
0451	Standard Z-BAR	1	\$ 0.00	\$ 0.00
0612	Level 2 Trim	1	\$ 6,663.00	\$ 6,663.00
0656	Level 2 Performance	1	\$ 4,589.00	\$ 4,589.00
0951	Rear Camera (Primary Display)	1	\$ 0.00	\$ 0.00
1100	Less Detection System	1	\$ 0.00	\$ 0.00
1303	Close Mounted Left Side Steps	1	\$ 0.00	\$ 0.00
2201	Less Payload Scale w/ Cycle Counter	1	\$ 124.00	\$ 124.00
4095	John Deere 6.8L - FT4/SV	1	\$ 26,100.00	\$ 26,100.00
5158	Michelin MMEGAXBIB - 750/65R26 Agriculture Tires w/ 1 PC Rims	1	\$ 20,842.00	\$ 20,842.00
5550	Less Fenders And Rear Platforms	1	\$ 0.00	\$ 0.00
6522	Rear Counterweight & Rear Hitch w/ Pin	1	\$ 0.00	\$ 0.00
7026	Joystick Controls	1	\$ 0.00	\$ 0.00
7054	Three Function Hydraulics	1	\$ 2,342.00	\$ 2,342.00
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$ 6,294.00	\$ 6,294.00
7458	Bolt-On Cutting Edge	1	\$ 1,036.00	\$ 1,036.00
7500	Less Fork Frame	1	\$ 0.00	\$ 0.00
7700	Less Tines	1	\$ 0.00	\$ 0.00
7827	3.50 YD (2.70 CM) Enhanced Performance	1	\$ 12,192.00	\$ 12,192.00
8502	Maintenance and Service Package	1	\$ 620.00	\$ 620.00
8505	Guards - Transmission & Bottom	1	\$ 2,135.00	\$ 2,135.00
8508	Auxiliary Equipment Package	1	\$ 1,175.00	\$ 1,175.00
Standard Options Total				\$ 84,112.00
Dealer Attachments				
	3.25 cubic yard 4-1 bucket	1	\$ 16,500.00	\$ 16,500.00
	Pipe Forks (96" Wide Carriage w/ 72" Tines)	1	\$ 7,500.00	\$ 7,500.00

Selling Equipment

Quote Id: 28886511

Customer: EFFINGHAM COUNTY ROADS DEPT

Grapple Rake w/ Independent Top Clamps	1	\$ 14,500.00	\$ 14,500.00
Dealer Attachments Total			\$ 38,500.00
Service Agreements			
John Deere Extended Warranty - 60/3000 Comprehensive Warranty with Free Travel Time and Mileage for the term of the warranty on all warrantable repairs	1	\$ 9,500.00	\$ 9,500.00
Service Agreements Total			\$ 9,500.00
Suggested Price			\$ 429,615.00
Customer Discounts			
Customer Discounts Total		\$ -151,315.00	\$ -151,315.00
Total Selling Price			\$ 278,300.00

PURCHASE ORDER

Item XI. 9.

Effingham County Board of Commissioners

804 S LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

DATE: 8/15/2023
P.O. # 23-REQ-035

VENDOR

Hills Machinery
512 Bourne Ave.
Savannah, GA 31408

ATTN : Donnie Crosby
dcrosby@hillsmachinery.com

SHIP TO

Effingham County Board of Commissioners
804 S.Laurel Street
Springfield, GA 31329
ATTN : Alison Bruton
912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS	
ECBOC				

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Mid-Size Wheel Loader	1	\$225,000.00	\$225,000.00
	Fork Attachment - Pipe Style	1	\$6,700.00	\$6,700.00
	4-in-1 Bucket	1	\$17,000.00	\$17,000.00

SUBTOTAL	\$ 248,700.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 248,700.00

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Hills Machinery agrees to furnish one (1) Mid-Size Wheel Loader and attachments as described in 23-REQ-035. The County references the terms, conditions and specifications contained in 23-REQ-035.

Hills Machinery - SIGNATURE

TITLE

Hills Machinery - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN

AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE

ZW180

Tier 4 Final
Certified

173 hp 129 kW
Engine Output, Max, Gross
(ISO 14396)

168 hp 125 kW
Engine Output, Max, Net
(ISO 9249)

3.4 yd³ 2.6 m³
Bucket capacity

32,100 lbs 14,560 kg
Operating weight



ZW180-6 NO COMPROMISE

The latest Hitachi wheel loaders have been developed specifically to meet the demands of the evolving North American construction industry. The ZW180-6 offers exceptional levels of performance without compromising on efficiency, thanks to low levels of fuel consumption.

The new model underlines Hitachi's reputation for high-quality engineering and durable products. The epitome of reliability, the ZW180-6 is also extremely versatile for a variety of industry solutions.



6. FIRST FOR RELIABILITY



8. DEDICATED TO DURABILITY



10. INCREDIBLE VERSATILITY



12. INDUSTRY-LEADING QUALITY



14. UNIQUE TECHNOLOGY

Image includes optional items. Please contact local Hitachi Wheel Loader dealer for availability.

DEMAND PERFECTION

The ZW180-6 has been designed and built using market-leading technology in Japan. Developed to perfection, with an emphasis on the environment, operator comfort and safety, it responds to customer demands for exceptional productivity at the lowest possible cost of ownership.



Industry-leading safety
360° visibility from the cab.



Easy to operate

New multifunctional monitor shows information at a glance.



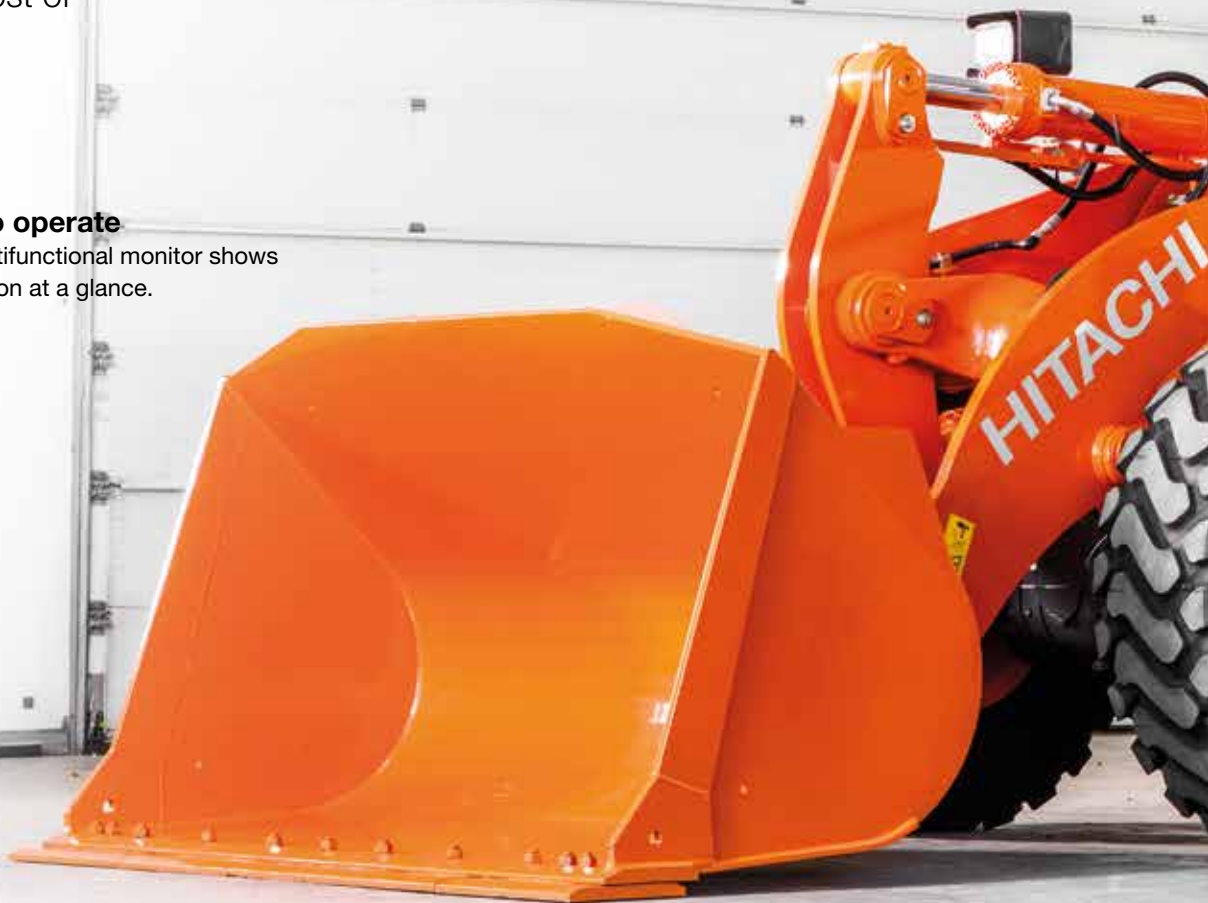
Smooth operation

Ride control minimizes machine pitching.



Superior comfort

Spacious cab with several storage compartments.





Powerful performance

Quick power switch increases engine output when required.



Enhanced design

Excellent rear view thanks to the curved engine hood.



Quieter performance

New materials in the cab absorb sound to reduce noise levels.



Enhanced fuel efficiency

New Tier 4 Final engine without DPF.



Low running costs

7% fuel saving in V-shaped loading (5% in load and carry operations).



Exceptional durability

The front lift arm has a thicker cross tube to provide more strength against torsion.



Convenient access

Easy-to-open wide engine covers.

FIRST FOR RELIABILITY

The reliability of the ZW180-6 Hitachi wheel loader ensures it operates at the highest levels of efficiency on a wide range of job sites. Designed with several easy maintenance features, it delivers an optimum performance with minimal downtime, helping to reduce running costs.

Minimal downtime

The ZW180-6 battery compartment can be accessed easily for maintenance and battery replacement. This results in minimal downtime and a high level of accessibility.

Quick access

The engine covers open full for convenient access. This helps to ensure routine maintenance is completed quickly to ensure a reliable performance.

Improved fuel efficiency

The ZW180-6 demonstrates greater fuel efficiency than the previous model during V-shape loading, and load and carry operations. This results in considerable savings for running costs.

Easy maintenance

For safer and easier maintenance, the battery disconnect switch is standard. This helps to avoid electrical accidents and retain battery energy during long-term storage.

Reduced cost

The new Tier 4 Final-compliant engine does not require a diesel particulate filter, which further reduces fuel consumption and maintenance costs.



Easy access to the engine compartment.



Easy access battery compartment



Fuel efficient Cummins engine, with NO DPF.



Increased lift arm strength.



Standard clog resistant cooling cores.

Image includes optional items. Please contact your local Hitachi Wheel Loader dealer for availability.



i The final pre-delivery inspection procedure for each Hitachi wheel loader is typical of Hitachi's dedication to manufacturing products of unflinching quality in response to customer needs.



DEDICATED TO DURABILITY

Hitachi is dedicated to the design and engineering of robust construction machinery. In line with this, the new ZW180-6 wheel loader has been built with durable materials, strengthened components and added protection for key features to operate reliably in demanding conditions.



The optional belly guard provides added protection.

Added protection

The optional belly guard protects the machine powertrain and driveshaft from potential damage caused by materials on the ground.

Strengthened components

The lift arm strength of the ZW180-6 has been increased to meet customer demand.

Durable materials

High-quality radiators improve resistance to corrosion and enhance the overall durability of the ZW180-6 wheel loader.

Maximum uptime

Standard cooling cores are designed with wide spaced square-shaped fins, instead of triangular-shaped fins to resist clogging. This reduces cooling cores maintenance.

INCREDIBLE VERSATILITY

The ZW180-6 is suitable for working on a variety of job sites and wide range of applications thanks to its versatility. Whatever the task, it offers a smooth and efficient operation, increased productivity and greater fuel efficiency.

Efficient flexibility

The quick power switch increases engine output when more power is instantly required, or when driving uphill.

Enhanced rear visibility

The muffler and air intake have been repositioned and aligned to improve the rear-view visibility from the cab, enhancing safety on a variety of job sites.

High productivity

The simultaneous movement of the bucket and lift arm ensures a smooth digging operation. The Hitachi flow control system ensures smooth lift arm starts and stops.

Effective control

To ensure a smooth drive on all kinds of terrain, the ride control feature prevents unnecessary pitching via the movement of lift arm cylinders.



Rear visibility has been enhanced by design modifications.



The ride control feature ensures smooth travel performance.



The quick power switch increases power when required.



Urea is injected into the exhaust gas to reduce emissions.



Ground level access for easy maintenance.

i Hitachi conducts user tests to assess the features of its wheel loaders. Results have revealed an unrivaled level of control.



INDUSTRY-LEADING QUALITY

Thanks to the use of high-quality components, the ZW180-6 meets the highest possible standards of performance, reliability, comfort and safety. Offering the best all-round visibility in its class, it is also one of the quietest wheel loaders available in the market.

Reduced emission

A selective catalytic reduction (SCR) system injects urea into exhaust gas to reduce nitrous oxide from emissions. This cutting-edge technology not only helps the environment, but also complies with Tier 4 Final emission regulations.

Easy access

The engine air filter has been relocated to the rear of the engine compartment, providing easier access at ground level for maintenance. The urea tank is also positioned for convenience.

Excellent visibility

The 360° panoramic view of the spacious cab creates a comfortable working environment, and helps to increase safety and productivity. The rear-view camera also contributes to excellent all-round visibility and safety on the job site.

Improved comfort

Sound insulation has been improved in the cab to significantly reduce noise levels and provide a quieter working environment for operators. The low-noise engine also results in a quieter performance, which makes it suitable for working in urban areas.

NO DPF SCR system reduces emissions.

UNIQUE TECHNOLOGY

Designed with a focus on the environment, operator comfort and safety, the ZW180-6 incorporates advanced technology developed by Hitachi in Japan. This technology is at the heart of Hitachi's success in enhancing the experience of its customers, and satisfying increasingly demanding industry requirements.

Reduced maintenance

A new Tier 4 Final certified engine contains a high-volume cooled exhaust gas recirculation (EGR) system, a common rail-type fuel injection system and a diesel oxidation catalyst (DOC), which are maintenance free.

Smaller environmental impact

The standard auto idle shutdown feature helps to prevent fuel waste, as well as reduce noise levels, exhaust emissions and CO₂ levels of the ZW180-6 wheel loader.

Optimum performance

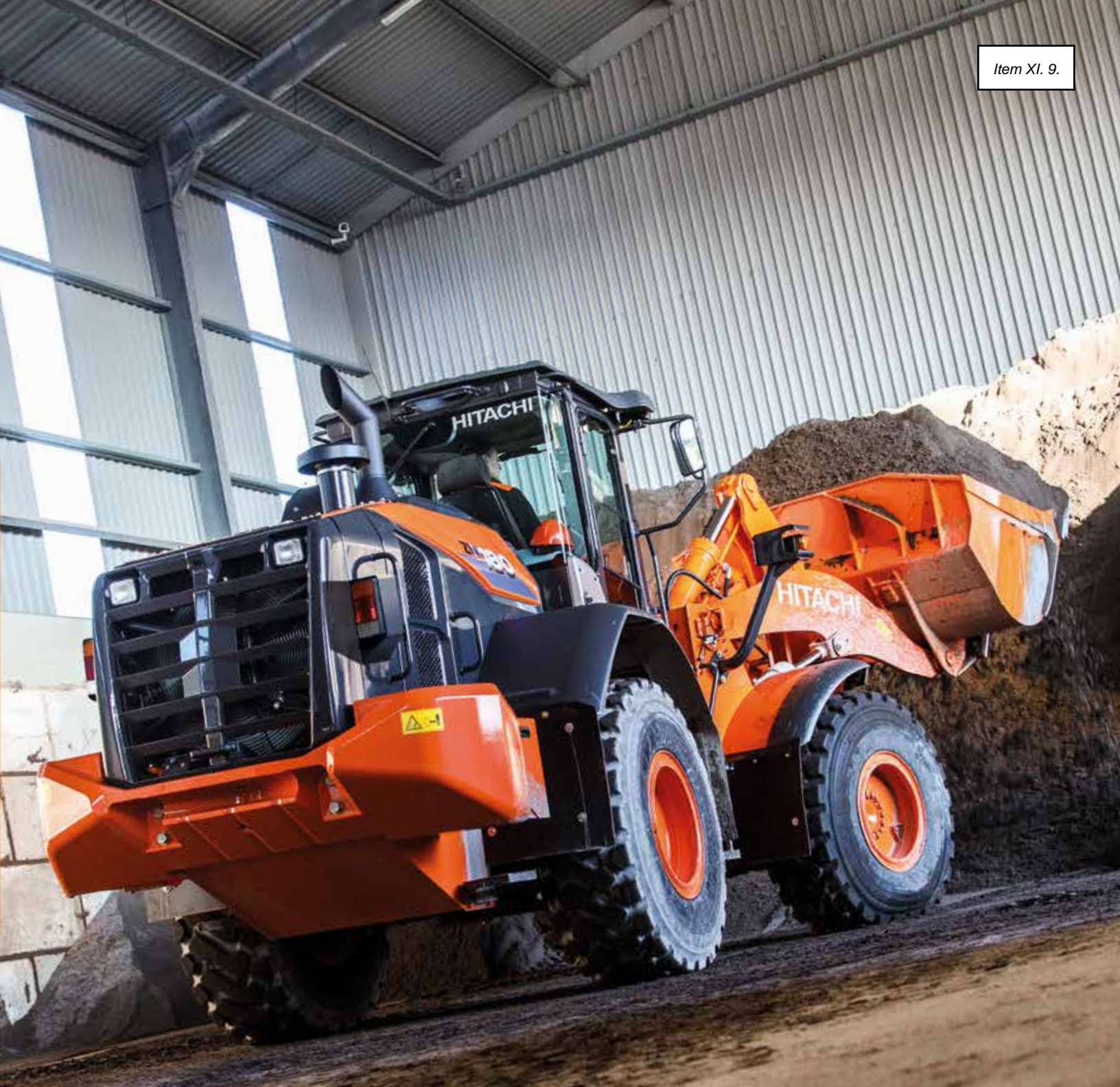
Hitachi ZW-6 wheel loaders are fitted with a multifunctional LCD color monitor that shows useful information at a glance, such as fuel and urea levels, oil temperature and power mode. It ensures an optimum performance and easy maintenance. It also includes the display for the easy-to-use rear-view camera, which enhances visibility for a safe operation.

Remote monitoring

Global e-Service allows ZW180-6 owners to monitor their Hitachi machines remotely via Owner's Site (24/7 online access) and ConSite (an automatic monthly report). These help to maximize efficiency, minimize downtime and improve overall performance.

Improved performance

An auto power up function increases engine rpm as the ZW180-6 slows down when travelling uphill. Operational time is optimized by improved traveling performance.



New LCD monitor shows the machine's status and settings.



Auto power up function improves uphill performance.



Reduced maintenance with the new Tier 4 Final-compliant engine.

REDUCING THE TOTAL COST OF OWNERSHIP

Hitachi has created the After Sales Solutions Program to ensure optimum efficiency, as well as minimal downtime, reduced running costs and high resale values.

Global e-Service

Hitachi has developed two remote monitoring systems as part of its Global e-Service online application. Owner's Site and ConSite are an integral part of the wheel loader, which sends operational data daily via GMS to www.globaleservice.com. This allows immediate access to the Owner's Site, and the vital information that is required for support on job sites.

Comparing the ratio of operating and non-operating hours helps to enhance efficiency. Effective management of maintenance programs helps to maximize availability. Running costs can

also be managed by analyzing the fuel consumption. The location and movements of each machine are clearly displayed for essential planning.

An automatic service report — ConSite — sends a monthly email summarizing the information from Global e-Service for each machine. This includes: daily working hours and fuel consumption data; statistics on the operating mode ratio, plus a comparison for fuel consumption/efficiency, and CO₂ emissions.

Technical support

Each Hitachi service technician receives full technical training from HCMA in the USA. These sessions provide access to the same technical knowledge available within the Hitachi quality assurance departments and design centers. Technicians combine this global expertise with the local language and culture of the customer to provide the highest level of after-sales support.



Global e-Service



Technical support



Hitachi Parts

Extended warranty and service contracts

Every new Hitachi ZW-6 model is covered by a full manufacturer's warranty. For extra protection—due to severe working conditions or to minimize equipment repair costs—Hitachi dealers offer a unique extended warranty called HELP (Hitachi Extended Life Program) and comprehensive service contracts. These can help to optimize the performance of each machine, reduce downtime and ensure higher resale values.

Parts

Hitachi offers a wide range, and high availability, of parts located in the new 400,000 sq. ft. Parts Depot centrally located just outside of Atlanta, Georgia.

- Hitachi Genuine Parts: allow machines to work longer, with lower running and maintenance costs.
- Hitachi Select Parts and Genuine Parts: are of proven quality and come with the manufacturer's warranty.

- Performance Parts: to cope with highly demanding conditions, they have been engineered for greater durability, better performance or longer life.
- Genuine Hitachi rebuilt components are available from HCMA's in-house rebuild center and are offered with a standard warranty.

Whatever the choice, the renowned quality of Hitachi construction machinery is assured.



BUILDING A BETTER FUTURE

Established in 1910, Hitachi, Ltd. was built upon a founding philosophy of making a positive contribution to society through technology. This is still the inspiration behind the Hitachi group's reliable solutions that answer today's challenges and help to create a better world.

Hitachi, Ltd. is now one of the world's largest corporations, with a vast range of innovative products and services. These have been created to challenge convention, improve social infrastructure and contribute to a sustainable society.



Hitachi Construction Machinery Co., Ltd. (HCM) was founded in 1970 as a subsidiary of Hitachi, Ltd. and has become one of the world's largest construction equipment suppliers. A pioneer in producing hydraulic excavators, HCM also manufactures wheel loaders, rigid dump trucks, crawler cranes and special application machines at state-of-the-art facilities across the globe.

Incorporating advanced technology, Hitachi construction machinery has a reputation for the highest quality standards. Suitable for a wide range of industries, it is always

hard at work around the world – helping to create infrastructure for a safe and comfortable way of living, developing natural resources and supporting disaster relief efforts.

Hitachi ZW wheel loaders are renowned for being reliable, durable and versatile – capable of delivering the highest levels of productivity under the most challenging of conditions. They are designed to provide owners with a reduced total cost of ownership, and operators with the ultimate level of comfort and safety.

SPECIFICATIONS

Model Name: ZW180-6, EPA Tier 4 Final/EU Stage IV Certified

Item XI. 9.

ENGINE

Gross power (ISO 14396)	173 HP/2,200 RPM (129 kW/2,200 RPM)
Net power (ISO 9249)	168 HP/2,200 RPM (125 kW/2,200 RPM)
Make/Model	Cummins QSB6.7 diesel engine
Type	4-cycle, water-cooled, direct injection with turbocharger and air cooled intercooler
Fuel type	#2 Diesel (Requires ultra-low sulfur fuel.)
Fuel injection pump	Electronically controlled, common rail type
Governor	All speed electrical type
Cooling module type	Forced circulation type
Number of cylinders	6
Bore and stroke	4.2" x 4.8" (107mm x 124mm)
Total displacement	408 in ³ (6.69 liters)
Alternator	DC 24V-65A (1.56 kW)
Air cleaner	Dry type (double element) with restriction indicator
Starter motor	DC 24V-10.5 HP (7.8 kW)
Battery	DC 12V-930 CCA (140 Ah), 2 units

TORQUE CONVERTER AND TRANSMISSION

Torque converter	3-element, single-stage, 1-phase		
Transmission	Torque converter, countershaft type powershift with computer-controlled automatic shift and manual shift features included		
	Normal Mode	Power Mode	
Speeds: Forward	1st:	3.7 MPH (5.9 km/hr)	3.9 MPH (6.3 km/hr)
	2nd:	7.14 MPH (11.5 km/hr)	7.6 MPH (12.2 km/hr)
	3rd:	10.8 MPH (17.4 km/hr)	11.5 MPH (18.5 km/hr)
	4th:	15.7 MPH (25.3 km/hr)	16.8 MPH (27.0 km/hr)
	5th:	23.7 MPH (38.5 km/hr)	23.9 MPH (38.5 km/hr)
Speeds: Reverse	1st:	3.9 MPH (6.2 km/hr)	4.1 MPH (6.6 km/hr)
	2nd:	7.5 MPH (12.1 km/hr)	8.0 MPH (12.9 km/hr)
	3rd:	16.5 MPH (26.5 km/hr)	17.6 MPH (28.3 km/hr)

SYSTEMS REFILL CAPACITY

LOCATION	GALLONS	LITERS
Fuel tank (diesel fuel)	64.7	245
Engine lubricant (including oil pan)	6.6	25
Engine coolant	8.7	33
T/M & T/C	7.9	30
Axle (front/rear)	9.0/9.0	34/34
Hydraulic oil tank	26.4	100
Hydraulic system (including hydraulic tank)	39.6	150
DEF/AdBlue® tank	6.6	25

HYDRAULIC AND STEERING SYSTEM

Steering type	Articulated frame steering	
Steering mechanism	Hydraulic power steering unit, double-acting piston type	
Lift (boom) cylinder	Two (2) double-acting piston type: 4.9" x 30.1" (125mm x 765mm)	
Tilt (bucket) cylinder	One (1) double-acting piston type: 5.9" x 19.5" (150mm x 495mm)	
Steering cylinder	Two (2) double-acting piston type: 2.8" x 17.4" (70mm x 442mm)	
Main oil pump	Variable displacement axial plunger pump: 55 GPM/3,974 PSI @ 2,200 RPM (210 LPM/27.4 MPa @ 2,200 RPM)	
Fan oil pump	13.8 GPM/2,640 PSI @ 2,200 RPM (52.1 LPM/18.2 MPa @ 2,200 RPM)	
Pilot oil pump	Fixed displacement gear pump: 9.3 GPM/2,248 PSI @ 2,200 RPM (35.1 LPM/15.5 MPa @ 2,200 RPM)	
Relief valve set pressure	Control	27.4 MPa (280kgf/cm ²) 3,974 PSI (27.4 MPa)
	Priority	25.4 MPa (260kgf/cm ²) 3,684 PSI (25.4 MPa)
HYDRAULIC CYCLE TIME* front end loading, Z bar linkage system		

	Normal Mode	Power Mode
Lifting time (at full load)	5.9 sec.	5.7 sec.
Lowering time (empty)	3.6 sec.	3.6 sec.
Bucket dumping time	1.3 sec.	1.3 sec.
TOTAL	10.8 sec.	10.6 sec.

* Measured in accordance with SAE J732C

AXLE SYSTEM

Drive system	4-wheel drive
Front and rear axle	Semi-floating type
Tires	20.5-25-12PR
Reduction and differential gear	Two-stage reduction with limited slip differential
Final reduction gear	Inboard mounted, heavy duty planetary gear
Oscillation angle	Total 24°(+12/-12)°

BRAKE SYSTEM

Service brakes	Inboard mounted fully hydraulic 4-wheel disc brake. Front and rear independent brake circuit.
Parking/Emergency brake	Spring-applied, hydraulically-released.

Remarks

- Materials and specifications are subject to change without notice and without any obligation on the part of the manufacturer.
- This information, while believed to be completely reliable, is not to be taken as warranty for which we assume legal responsibility.
- Dumping clearance and reach are measured from bucket edge in accordance with SAE J732C.
- Counterweight should not be used with tire ballast.
- This specification sheet may contain attachments and optional equipment not available in your area.

Please contact your local HCMA dealer for additional information.

BUCKET DATA

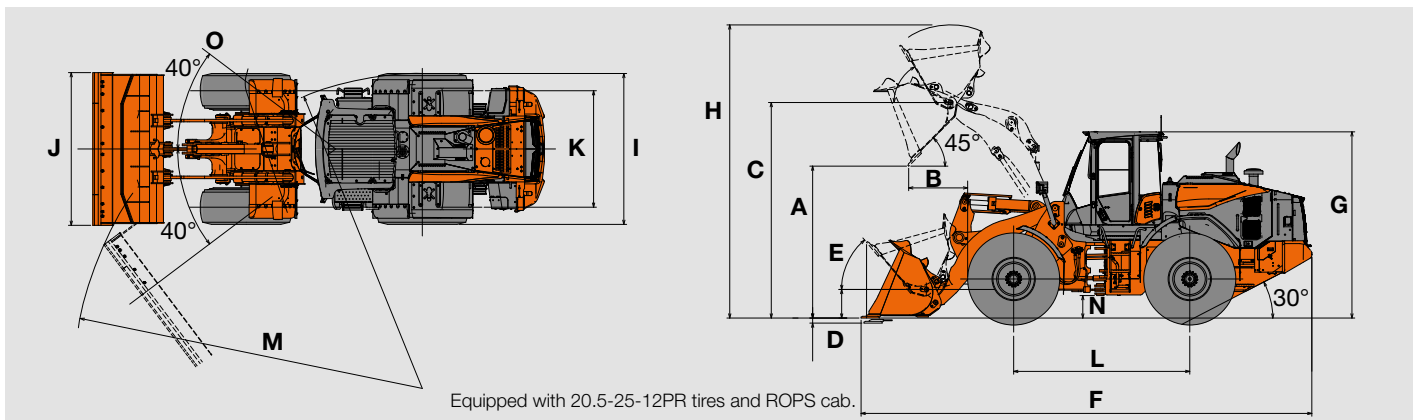
			Standard Arm				High Lift Arm
			General Purpose		Material Handling	Quick Coupler	Material Handling
			Straight Edge w/ Bolt-on Cutting Edge	Straight Edge w/ Teeth and Segments	Straight Edge w/ Bolt-on Cutting Edge	Straight Edge w/ Bolt-on Cutting Edge	Straight Edge w/ Bolt-on Cutting Edge
Capacity	Heaped	yd ³ (m ³)	3.7 (2.8)	3.7 (2.8)	4.2 (3.2)	3.4 (2.6)	3.7 (2.8)
	Struck	yd ³ (m ³)	3.3 (2.5)	3.3 (2.5)	3.5 (2.7)	3.0 (2.3)	3.3 (2.5)
A	Maximum dumping clearance	ft-in (mm)	9' (2,760)	8'11" (2,680)	8'1" (2,730)	8'11" (2,680)	10'5" (3,170)
B	Dumping reach (to front of bucket edge or tooth)	ft-in (mm)	3'8" (1,110)	3'1" (1,190)	3'11" (1,140)	3'1" (1,180)	4'2" (1,260)
C	Max. hinge pin height	ft-in (mm)	12'11" (3,920)	12'11" (3,920)	12'11" (3,920)	12'11" (3,920)	14'2" (4,320)
D	Digging depth (with bucket level)	in (mm)	4" (90)	4" (90)	4" (90)	4" (90)	6" (170)
Breakout force		lb (kN)	26,530 (118)	26,530 (118)	25,630 (114)	24,280 (108)	24,500 (109)
Bucket tilt-back angle	at ground level	degree	44°	44°	44°	44°	45°
	E at carry position	degree	50°	50°	50°	50°	50°
Overall	F Length	ft-in (mm)	26'4" (8,000)	26'8" (8,120)	26'6" (8,050)	26'8" (8,110)	27'1" (8,500)
	G Height (up to cab top)	ft-in (mm)	10'11" (3,280)	10'11" (3,280)	10'11" (3,280)	10'11" (3,280)	10'11" (3,280)
	H Height (bucket fully raised)	ft-in (mm)	17'4" (5,270)	17'4" (5,270)	17'6" (5,320)	17'6" (5,320)	18'8" (5,680)
	I Width (outside tire)	ft-in (mm)	8'7" (2,610)	8'7" (2,610)	8'7" (2,610)	8'7" (2,610)	8'7" (2,610)
	J Width (outside bucket)	ft-in (mm)	8'1" (2,730)	9' (2,760)	8'1" (2,730)	8'1" (2,730)	8'1" (2,730)
	K Tread	ft-in (mm)	6'10" (2,050)	6'10" (2,050)	6'10" (2,050)	6'10" (2,050)	6'10" (2,050)
L Wheel base	ft-in (mm)	10'2" (3,100)	10'2" (3,100)	10'2" (3,100)	10'2" (3,100)	10'2" (3,100)	
Clearance Circle (bucket carry position)	M at outside of bucket	ft-in (mm)	20'5" (6,230)	20'7" (6,280)	20'6" (6,240)	20'7" (6,260)	21'2" (6,440)
	at outside of tire	ft-in (mm)	18'4" (5,580)	18'4" (5,580)	18'4" (5,580)	18'4" (5,580)	18'4" (5,580)
N	Minimum ground clearance	ft-in (mm)	1'4" (395)	1'4" (395)	1'4" (395)	1'4" (395)	1'4" (395)
O	Full articulation angle	degree	40°	40°	40°	40°	40°
Operating weight (with ROPS cab)*		lb (kg)	32,100 (14,560)	32,170 (14,590)	32,280 (14,640)	32,650 (14,810)	32,540 (14,760)
Static tipping load (with ROPS cab)*	Straight	lb (kg)	26,680 (12,100)	26,590 (12,060)	26,540 (12,040)	24,600 (11,160)	21,050 (9,550)
	Full turn	lb (kg)	23,020 (10,440)	22,950 (10,410)	22,880 (10,380)	21,160 (9,600)	18,060 (8,190)

Note: All dimensions, weight and performance data based on ISO 6746-1:1987, ISO 7137:2009 and ISO 7546:1983

: Static tipping load and operating weight marked with include 20.5-25-12PR tires (No ballast) with lubricants, full fuel tank and operator.

Machine stability and operating weight depend on counterweight, tire size and other attachments.

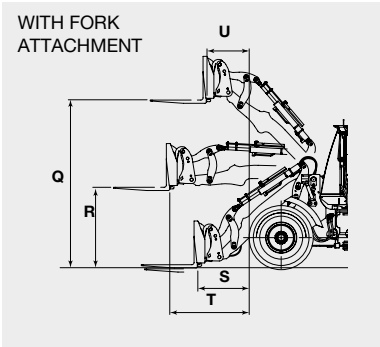
DIMENSIONS



SPECIFICATIONS

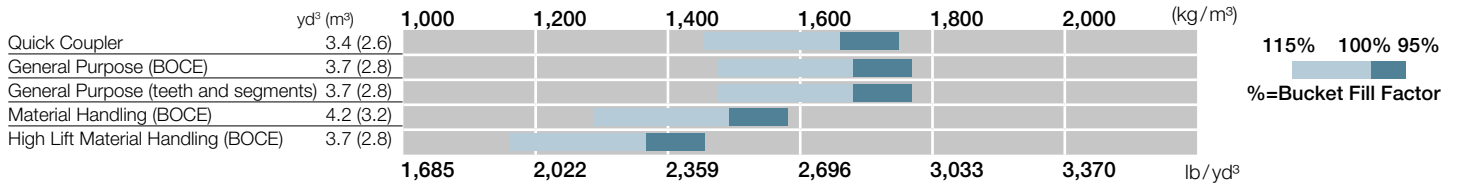
Item XI. 9.

ZW180 FORK SPECIFICATIONS



Attachment type		ISO (48)	416 (48)	ISO (60)	416 (60)
Q	Max. stacking height	ft	11'6"	11'6"	11'6"
R	Height of fork at maximum reach	ft (mm)	5'8"	5'10"	5'8"
S	Reach at ground level	ft (mm)	4'1"	3'8"	4'1"
T	Max. reach	ft (mm)	5'11"	5'7"	5'11"
U	Reach at max. stacking height	ft (mm)	3'2"	2'11"	3'2"
Static tipping load	Straight	lbf	16,482	16,755	15,620
	Full 40 degree turn	lbf	14,221	14,457	13,477
Max. payload per EN 474-3, 80 %		lb	11,377	11,566	10,782
Max. payload per EN 474-3, 60 %		lb (kg)	5,533	8,674	8,086
SAE allowable load		lb (kg)	7,111	7,228	6,769
Operating weight *		lb (kg)	31,540	31,526	31,642

BUCKET SELECTION CHART



STANDARD EQUIPMENT

ENGINE

Air cleaner, double element
Auto idle shut down
Cold start (intake air heater)
Cooling fan, automatic reversible, swing-out type
Cummins QSB6.7 diesel engine
EGR (exhaust gas recirculation)
Fuel filter (main)
Fuel pre-filter, w/water separator
Pre-Cleaner (SyKlone)
SCR (selective catalytic reduction) catalyst and DOC (diesel oxidation catalyst)
VGT (variable geometry turbocharger)
Work mode selector

POWERTRAIN

Brakes, service
Enclosed wet disc
Dual system
Inboard mounted
Brake, parking
Spring applied
Oil pressure released
Dry disc type
Cooling cores, wide fin spacing (clog resistant)
Differential, limited slip (F/R)
Down-shift switch
Drive shafts, low maintenance
F-R direction selector (2-column mounted/HYD-control lever mounted)
1st speed hold switch on side console
Quick Power switch
Transmission, automatic w/load sensing system
Transmission declutch (3-position L/H/Off)
Transmission mode selection (3-position AUTO1/MAN/AUTO2)
Universal joints, sealed

HYDRAULIC SYSTEM

Boom kick-out, dual (operator adjustable in cab)
Bucket positioner (horizontal)
Control lever, single, pilot-assisted w/1 aux lever for 3rd function control
Control lever lock (electric)
Control valve, 3-spool, parallel and tandem control
Pump, variable displacement, load-sensing
Quick coupler control lines and controls
Ride control w/load sensing valve and automatic shut-off
Steering, direct
System; open-center, high-pressure, load-sensing

ELECTRICAL

24-volt electrical system
Back-up alarm
Batteries (2), 12V, 1000 CCA
Battery disconnect switch
Camera, rear-view
Converter, 12V/15 Amp
Horn, dual electric
Instrument panel, LCD, color
Lights:
2 Headlights (halogen)
2 Forward working lights (halogen)
4 Rear working lights (halogen)
2 Stop/tail/backup (halogen)
Turn signal w/4-way flashers/marker

CAB

ROPS cab: Enclosed cab with sound suppression, front & rear wipers and washers, two rear view and side mirrors, tinted glass, full view latch-back doors, sliding side windows.
Accessory outlet, 12V,
Adjustable armrest/console
Air conditioner/heater/pressurizer
AM/FM/WB radio with AUX input and Bluetooth
Ashtray
Cab dome lamps (2)
Cigarette lighter, 24V
Coat hook
Cup holder (2)
Floor mat, sweep-out
Retractable seat belt (3-inch)
ROPS/FOPS certified, ISO 3449 Level II compliance
Seat, premium, heated w/air ride suspension
Steering column, telescoping and tilting w/quick-release pedal
Storage box (heated/cooled)
Storage tray
Sun visor

OTHERS

Articulation locking bar
Counterweight
Drawbar
Engine block heater
Fenders, front, w/mudflap
Fenders, rear, deck-type, w/mudflap
Global e-Service, telematic monitoring system
Ladders, inclined
Lifting eyes
Linkage pins, HN bushing
Neutral safety start
Rear grill, steel
Steps, rear
Vandalism protection
Z-bar loader linkage

ALARMS, GAUGES, INDICATORS

Alarms (visual & audible)	Aftertreatment device
	Air cleaner element
	Axle oil temperature
	Battery discharge warning
	Brake oil low pressure
	CAN network system
	DEF/AdBlue tank level/quality/system
	Engine coolant temp
	Engine oil low pressure
	Engine trouble
	Engine warning
	Fuel filter (water in fuel)
	Hydraulic oil level
	Hydraulic oil temperature
Main pump oil pressure	
Transmission oil temp	
Transmission warning	
Gauges	DEF/AdBlue tank level
	Engine coolant temperature
	Fuel gauge
	Speedometer
	Tachometer
Transmission oil temperature	
Indicators	Aftertreatment device regeneration
	Air conditioner display
	Auto idle shutdown
	Boom kick-out, dual
	Cold start
	Control lever lock
	Declutch
	Eco-operating status
	Fan reverse rotation
	F-N-R selection
	F-N-R switch enable
	High beam
	Parking brake
	Shift hold
	Time/operating hour/ODO
	Transmission mode and status
	Turn signal w/4-way flashers/marker
Work light	
Work mode (Normal, Power)	

OPTIONAL EQUIPMENT

Belly guard, front chassis, transmission (rear)
Bolt-on cutting edges
Cooling cores, standard spacing (high ambient)
Counterweight for logging
Dual lever hydraulic control
Fenders, rear, full, w/mudflap
4th function control
Global e-Service (satellite version)
Heated mirrors
High lift arm
Quick coupler and attachments
Radiator area screen guard
Wheel seal guards

Reliable solutions



REPUTATIONS ARE
BUILT ON IT.

With manufacturing facilities in Banshu, Ryugasaki, Tierra, and Hitachinaka, Japan, and the U.S. corporate office and campus in Newnan, Georgia, Hitachi Construction Machinery Americas Inc. (HCMA) has the experience and technology to design, engineer, manufacture, and service your Hitachi construction machinery. The HCMA team is securely poised as your go-to source in the North American and Latin American construction machinery market.

Through our long-term commitment to maintaining a leadership position in technology, service, and support, HCMA supports an extensive network of independent, local dealers focused on providing you with knowledgeable and experienced sales, service, and parts personnel. All backed by dedicated HCMA support teams.

Your HCMA dealer has the resources, expertise and personnel to work with you to ensure that you receive the most benefit from your Hitachi investment utilizing carefully designed programs and services in conjunction with extensive digital resources. HCMA provides a totally focused approach to supporting you, your business, and your Hitachi construction machinery.

Machines representative of global product. Options may not be available in all markets. Prior to operating this machine, including satellite communication system, in a country other than a country of its intended use, it may be necessary to make modifications to it so that it complies with the local regulatory standards (including safety standards) and legal requirements of that particular country. Please do not export or operate this machine outside the country of its intended use until such compliance has been confirmed. Please contact your Hitachi dealer in case of questions about compliance.

Staff Report

Subject: Approval of Preliminary Statement of Work and Project Plan for the Migration to Microsoft Office 365

Author: Alison Bruton, Purchasing Agent

Department: County Manager

Meeting Date: August 15, 2023

Item Description: Preliminary Statement of Work and Project Plan for the Migration to Microsoft 365

Summary Recommendation: Staff recommends approval of the Preliminary Statement of Work and Project Plan for the Migration to Microsoft 365

Executive Summary/Background:

- Staff received a proposal/SOW from InterDev to assist in migrating the County to Microsoft Office 365, upgrading from Microsoft Exchange.
- InterDev has provided a service scope/hours estimate:
 - Task 1: Pre-Execution Tasks
 - Task 2: Microsoft Office 365 Migration Tasks
 - Optional Task 3: Implement Managed Email Security Suite
 - User Training (two half-day sessions)
 - Project Management
- The estimated cost for this migration is \$49,920.00 (one-time payment) with a monthly recurring fee of \$6,720 for the licensing.

Alternatives for Commission to Consider

1. Approval of the Preliminary Statement of Work and Project Plan for the Migration to Microsoft 365 up to \$49,920.00 and the monthly licensing fee of \$6,720.00. Should any additional work be needed, staff will request Board approval before moving forward.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager

Funding Source: IT Operating Budget

Attachments: Preliminary Statement of Work and Project Plan

Preliminary SOW & Project Plan				
Client:	Effingham Board of Commissioners			
Project Summary:	Migration to Microsoft 365 GCC Tenant			
Requested Start Date:	30 days after signature			
Requested Completion Date:	TBD			
Justification:	Effingham County is currently on an end of life deployment of Microsoft Exchange and would like to modernize the way they handle mail flow. Moving to the cloud will offer reduced management overhead and increase overall resilience and will provide a foundation for becoming a more cloud-ready organization.			
Goal: (What does success look like for this project?):	Migrate the county to Microsoft 365 and deploy the Microsoft Office 365 productivity suite to employees in order to modernize the city's productivity platform providing staff with a stable, consistent experience across devices. This will provide the county with the ability to communicate and collaborate internally and externally with ease and surety in that fact that external parties will not find challenging. This initial move into Microsoft 365 will lay the foundation for becoming a more cloud-ready organization.			
Service Scope and Hours Estimate		Hours	Rate/Hr.	Ext. Cost
Pre-Execution Tasks				
<ul style="list-style-type: none"> - Register domain with DotGov - Provision Microsoft 365 Tenant - Provision, configure, update one Windows Server (2019 or 2022) - Physically install server if required - Configure Azure Active Directory Synchronization with Microsoft 365 		48	\$ 195	\$ 9,360
Microsoft Office 365 Migration Tasks				
<ul style="list-style-type: none"> - Configure Vanity domain in Microsoft 365 domain - Update DNS with Microsoft TXT Records for domain validation - Validate DNS Updates - Create appropriate connectors to facilitate mail flow - Migrate user data - Reconfigure local devices to use M365 as SMTP Relay (Scan to email, etc.) - Upgrade all users to Office 365 		120	195	23,400
Optional Phase - Implement Managed Email Security Suite				
<ul style="list-style-type: none"> - Provision and Configure Barracuda Spam Filtering - Review all mail flow related DNS Recurs (MX, SPF, DKIM, DMARC) - Configure DKIM Record for domain - Stage Updated MX Records - Configure updated SPF Record - Configure DMARC Policy for Monitoring - Configure Impersonation Protection and Incident Response - Configure Barracuda Message Archive - Configure Barracuda Cloud-To-Cloud Backup (Exchange, SharePoint, OneDrive & Teams) - Validate mail flow with InterDev IT Engineer - Add domain to Barracuda Message Archive - Perform one-time import of mailboxes into Message Archive 		32	195	6,240
User Training (Two half-day sessions)		16	195	3,120
Project Management		16	175	2,800
Total Hours		232		\$ 44,920
Hardware/Software Costs				
Physical server for Azure AD Sync (Estimate)		1	\$ 2,000	\$ 2,000
Microsoft Server 2019/2022 Standard SPLA Licensing (2 Cores) - <i>monthly</i>		2	6.00	12
Remote Monitoring and Management Agent (Includes system patching) - <i>monthly</i>		1	5.00	5
Cloud-Based backup for Server - <i>monthly</i>		1	25.00	25
Managed Endpoint Detection & Response - MDR (\$8 / agent) - <i>monthly</i>		1	8.00	8
Microsoft M365 G3 Licenses - <i>monthly</i>		100	36.00	3,600
Microsoft M365 G1 Licenses - <i>monthly</i>		100	9.70	970
Mailbox Migration Tool - <i>One Time</i>		200	15.00	3,000
Barracuda Total Email Protection (Optional Item) - <i>monthly</i>		200	10.50	2,100
TOTAL PROJECT COST:				\$ 49,920
Recurring Total (Monthly Licensing)				\$ 6,720

Prerequisites	
An available Microsoft Server with Server 2016 or later installed for Azure Active Directory Sync Services	
- InterDev can provide this, but will require hardware purchase and monthly licensing for Operating System, Backup & Security Software	
Effingham County will provide access to public DNS Registrar	
Effingham County will provide user lists	
Effingham County will provide local and domain administrator accounts for servers, workstations, active directory, and DNS	
Effingham County will provide or facilitate appropriate level of access to existing Email server as required	
Effingham County will provide or facilitate appropriate level of access to existing network equipment as required	

Assumptions / Understandings	
<p>Due to the circumstances surrounding this migration, there are many unknowns. The InterDev team will make their best effort to reduce the total number of variables to facilitate as smooth a transition as possible. There may be items that could be discovered that may require additional expenditures by the city in order for the migration to proceed. InterDev's Project Manager will ensure that the city stays informed of progress and will arrange any necessary follow-up consultation meetings to ensure we keep the effort moving forward until completed.</p>	
<p>The user training sessions in this Scope of Work are not intended to be a comprehensive training on all of Microsoft 365 and Office 365 Applications. InterDev's intent is to provide an overview of the Office 365 Applications to include Teams and SharePoint as a starting point for the organization.</p>	
<p>Follow up consultations and projects may be proposed to help the city take further advantage of the entirety of the Microsoft 365 platform, but moving email and office productivity to the cloud is a crucial first step in becoming more cloud-centric as an organization.</p>	
<p>The work stated in this SOW encompasses the entirety of the work to be completed. Any tasks that are requested that are not expressly stated in this SOW will be considered out of scope. Unless an additional agreement is put into place the additional time will be billed at the rate specified in this SOW.</p>	
<p>Recurring software licenses are optional in the case the County decides to procure directly</p>	

Deliverables (Write-ups, quotes, network diagram, etc.)	
Microsoft 365 Government Cloud Tenant and licensing	
One server for Azure Active Directory Sync with patching, backup and endpoint security	
Microsoft Office 365 Installed for all users	
Mailbox Migration	
All mailboxes and mail environment protected by Barracuda Total Email Protection Platform	
All items from new mailboxes imported into Message Archive	

Completed By:	Jesse Cail, Solutions Architect
Reviewed By:	Daniel Schultheiss, Chief Information Officer
Approved By:	Rosie Caldon, Director of Information Technology Services

Staff Report

Subject: Approval of Quote #006399V1 for vCIO services from InterDev

Author: Alison Bruton, Purchasing Agent

Department: County Manager

Meeting Date: August 15, 2023

Item Description: vCIO Quote #006399V1 from InterDev

Summary Recommendation: Staff recommends Approval of Quote #006399V1 for vCIO services from InterDev

Executive Summary/Background:

- Staff has requested a proposal from InterDev to implement and manage the County's migration to Microsoft Office 365. InterDev has already provided a quote providing Virtual Chief Information Officer (vCIO) contracted hours for additional support.
- This proposal is for 140 hours, for a total of \$37,940.00. The dedicated vCIO will setup a regular cadence with County Management and be responsible for:
 - Advising staff regarding technology strategies and compliance in support of the County's goals
 - Develop and maintain IT strategies, researching and implementing solutions for the County
 - Overseeing the design and implementation of internal systems
 - Ensuring the planning and execution of technology projects

Alternatives for Commission to Consider

1. Approval of Quote #006399V1 for vCIO services from InterDev in the amount of \$37,940.00 for 140 hours
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager

Funding Source: IT Operating Budget

Attachments: Quote #006399V1 for vCIO services

Alpharetta (Global)

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com

Item XI. 11.

INTERDEV

IT | Security | GIS

We have prepared a quote for you

Virtual Chief Information Officer (vCIO)

QUOTE # 006399 V1

PREPARED FOR

Effingham County

PREPARED BY

Nathan Holder

Executive Summary

As the Effingham County's business grows and evolves, its technology requirements have become increasingly more complex, demanding increased attention and strategic planning. It is for this reason why InterDev is proposing a block of contracted vCIO hours. By extending the vCIO's presence, the County can leverage their knowledge to identify and seize new opportunities, stay ahead of industry trends, and make informed decisions regarding technology investments, ultimately driving business growth and ensuring a competitive edge in the market.

The following proposal is for a 140 hour block of vCIO hours. InterDev's dedicated vCIO will setup a regular cadence with County Management and ultimately be responsible for:

- Advising the County Management team regarding technology strategies and compliance in support of the County's goals and objectives for government services in the County
- Developing and maintaining information technology strategies, researching and implementing strategic technological solutions for the County
- Overseeing the design and implementation of internal systems, including customer-facing hosted and cloud environments, as well as providing high-level technical assistance to team members with system and network requests
- Ensuring the planning and execution of technology projects, the handling of high priority or complex service requests are effectively and efficiently performed to the expectations of the County Management team

vCIO Services

Pricing is based off NCPA Contract #01-97 Exp 7/31/2024

Description	Price	Qty	Ext. Price
Virtual Chief Information Officer (vCIO)	\$271.00	140	\$37,940.00
Subtotal:			\$37,940.00

7706434400
 nholder@interdev.com
 www.interdev.com

Virtual Chief Information Officer (vCIO)



Prepared by:
Alpharetta (Global)
 Nathan Holder
 678-672-1508
 Fax 6786721555
 nholder@interdev.com

Prepared for:
Effingham County
 804 S Laurel Street
 Springfield, GA 31329
 Tim Callanan
 (912) 754-2111
 tcallanan@effinghamcounty.org

Quote Information:
Quote #: 006399
 Version: 1
 Delivery Date: 07/14/2023
 Expiration Date: 08/06/2023

Quote Summary

Description	Amount
vCIO Services	\$37,940.00
Total:	\$37,940.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

Signature: *Nathan Holder*
 Name: Nathan Holder
 Title: Business Development Manager
 Date: 07/14/2023

Effingham County

Signature: _____
 Name: Tim Callanan
 Date: _____

Staff Report

Subject: Sewer Service Agreement with Bryan County
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: August 15, 2023
Item Description: Consideration to approve a sewer service agreement with Bryan County

Summary Recommendation:

In order to support the large scale development at the I-16 Mega-Site, including but not limited to the Hyundai Motor Group Metaplant, staff is recommending the approval of the Sewer Service Agreement with Bryan County.

Executive Summary/Background:

- Bryan County and Effingham County are committed to supporting the Hyundai Motor Group Metaplant development of the mega-site and all infrastructure improvements.
- Bryan County intends to design, permit, construct, operate and maintain a sewer force main to collect and convey sewer as part of the Interstate 16 Regional Sewer Improvements Project, including a future parallel force main as necessary to provide sewer service to the City of Savannah, Effingham County and other customers.
- Bryan County intends to design, permit, construct, operate and maintain a water transmission main along Interstate 16 within the same easement corridor as the sewer force main.
- Bryan County and Effingham County desire to enter into an agreement concerning the provision of sewer conveyance capacity from Bryan County to Effingham County and the provision of final treatment and disposal of wastewater or sanitary sewage by Bryan County of wastewater or sanitary sewage originating from Effingham County.

Alternatives for Commission to Consider:

1. Approve the proposed Sewer Service Agreement with Bryan County.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – Approve the proposed Sewer Service Agreement with Bryan County.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

Bryan County. Upon completion and operation of the North Bryan Water Reclamation Facility, Bryan County will notify Effingham County of available sewer capacity and the rates, including any and all capital recovery fees.

Attachments:

Sewer Service Agreement

STATE OF GEORGIA)
)
)
 COUNTY OF BRYAN)
)

SEWER SERVICE AGREEMENT

This **AGREEMENT** (the “Agreement”) is made this ____ day of _____ 2023 by and between **EFFINGHAM COUNTY**, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Effingham County”) and **BRYAN COUNTY**, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Bryan County”). Effingham County and Bryan County are, collectively, the Parties.

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that local governments in the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, Bryan County has committed to provide the sewer infrastructure necessary to support large scale development at the I-16 Mega-Site and anticipated subsequent support development within the regional area through the Economic Development Agreement between Hyundai Motor Group Metaplant America LLC (HMGMA) and the State of Georgia and the Georgia Department of Economic Development and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority executed July 21, 2022 (hereinafter “Economic Development Agreement”); and

WHEREAS, Bryan County and Effingham County are members of the Savannah Harbor-Interstate 16 Corridor Joint Development Authority (JDA) and are committed to supporting the HMGMA development of the mega-site and all infrastructure improvements to accomplish the same; and

WHEREAS, Bryan County intends to design, permit, construct, operate and maintain a sewer force main to collect and convey sewer as part of the Interstate 16 Regional Sewer Improvements Project, including a future parallel force main as necessary to provide sewer service to the City of Savannah, Effingham County, and other customers. Collectively these sewer and related infrastructure improvements are hereinafter, the “Project”; and

WHEREAS, Bryan County also intends to design, permit, construct, operate and maintain a water transmission main along Interstate 16 within the same easement corridor as the Project, including manholes, structures, fencing, landscaping, site improvements, access roads, sampling stations, fire hydrants, electrical equipment, power lines/poles, meter stations, booster pump stations, Supervisory Control and Data Acquisition (SCADA) systems, telemetry equipment, and future improvements as necessary to provide water supply to Bryan County and its customers (the “Water Project”); and

WHEREAS, Bryan County is currently constructing a wastewater treatment facility within Bryan County north of Interstate 16; and

WHEREAS, mutual benefit can be derived from the sharing of specific resources and efforts; and

WHEREAS, pursuant to such authority Bryan County and Effingham County desire to enter into an agreement concerning the provision of sewer conveyance capacity from Bryan County to Effingham

County and the provision of final treatment and disposal of wastewater or sanitary sewage by Bryan County of wastewater or sanitary sewage originating from Effingham County; and

WHEREAS, it is in the best interest of the citizens of Bryan County and Effingham County that this Agreement be consummated and that such commitments be made.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, Bryan County and Effingham County agree as follows:

1. Definitions:

- 1.1 “Bryan County Wastewater System” shall mean the existing and expanded wastewater/sewer collection, conveyance, and treatment system owned and operated by Bryan County, including, but is not limited to, the North Bryan County Water Reclamation Facility, sewer collection mains, force mains, pump stations, effluent mains, effluent disposal systems, reclaimed water systems, and future expansion of said system. The Bryan County Wastewater System also includes the sewer collection and conveyance system along Interstate 16 through Effingham County to the Sewer Delivery Point as shown on Exhibit “B”, and as more particularly described herein.
- 1.2 “Effingham County Wastewater System” shall mean the existing wastewater/sewer collection and conveyance system owned and operated by Effingham County including, but is not limited to, pump stations, sewer mains, force mains, and future expansion of said system in the vicinity of Savannah Portside. The Effingham County Wastewater System also includes any future sewer mains to the Sewer Delivery Point with Bryan County as shown on Exhibit “B”, and as more particularly described herein.
- 1.3 “Master Sewer Meter” shall mean the meter located at the Sewer Metering Station which shall be designed to measure the quantity of sewer delivered from the Effingham County Wastewater System to Bryan County for conveyance and treatment.
- 1.4 “Maximum Sewer Delivery Rate” shall mean the maximum flowrate Effingham County is allowed to convey wastewater into the Bryan County Wastewater System, which shall be a maximum flow of 440 gallons per minute (gpm).
- 1.5 “Maximum Sewer Monthly Average” shall mean the maximum flowrate Effingham County is allowed to convey wastewater into the Bryan County Wastewater System as measured on a monthly average basis, which shall be 0.250 million gallons per day (mgd).
- 1.6 “Savannah-Bryan Sewer Delivery Point” shall mean the point at the Savannah-Bryan Sewer Metering Station which is immediately upstream (i.e. on the Savannah side) from the Savannah-Bryan Sewer Meter Station property line and is the point at which Savannah connects to the Bryan County Wastewater System as shown on Exhibit “B”, and as more particularly described herein.

- 1.7 "Savannah-Bryan Sewer Metering Station" shall mean the metering facility that will house the Master Sewer Meter whereby Bryan County and the City of Savannah meter wastewater transferred between their respective systems. The Savannah-Bryan Sewer Meter Station is located in the vicinity of Interstate 16 and the Effingham/Chatham County line as shown on Exhibit "B", and as more particularly described herein.
- 1.8 "Effingham Sewer Delivery Point" shall mean the point at the Effingham-Bryan Sewer Metering Station which is immediately upstream (i.e. on the Effingham County side) from the Effingham-Bryan Sewer Meter Station property line and is the point at which Effingham County connects to the Bryan County Wastewater System as shown on Exhibit "B", and as more particularly described herein.
- 1.9 "Effingham-Bryan Sewer Metering Station" shall mean the metering facility that will house the Master Sewer Meter whereby Bryan County will measure wastewater conveyed by Effingham County to the Bryan County Wastewater System. The Effingham-Bryan Sewer Meter Station shall be constructed in a mutually agreeable location as determined by the Parties in the future and will generally be in the vicinity of Savannah Portside along Interstate 16 as shown on Exhibit "B", and as more particularly described herein.
- 1.10 "Effingham County Service Area" - shall mean the area within Effingham County which is depicted in Exhibit "C" attached to this Agreement and made a part hereof.
- 1.11 "Domestic Wastewater" shall mean such wastewater as is derived from residential dwellings, business buildings, institutions and the like
- 1.12 "Industrial Wastes" shall mean liquid wastes from any industrial process, cooling water discharge, wastes exclusive of those which are not considered Domestic Wastewater as defined in in 40 CFR, as amended.
- 1.13 "GA EPD" shall mean the Environmental Protection Division of the Department of Natural Resources of the State of Georgia.
- 1.14 "MGD" as used herein is an abbreviation for the term "million gallons per day."
- 1.15 "ERU" or "Equivalent Residential Unit" means number of residential units to which the water demand of a customer is equivalent, where a residential unit is assumed to have an average demand of 300 gallons per day (gpd).

2. Wastewater Service:

- 2.1 Bryan County intends to design, permit, and construct a regional wastewater treatment facility (hereinafter "Water Reclamation Facility" or "WRF") in direct support of the

development of the Mega-Site and surrounding development. It is expected that the WRF will have an initial capacity of 5 MGD, which can be expanded in phases and upgraded to a maximum capacity of 8 MGD. The initial 5 MGD capacity is anticipated to be allocated to 3 MGD for sewer flows from the Mega-Site, 1 MGD from sewer flows from Savannah, and 1 MGD of existing and anticipated flows within Bryan County and the surrounding area.

- 2.2 Sewer Service to Effingham County - The Parties agree that upon the completion and operation of the North Bryan Water Reclamation Facility (“WRF”), Bryan County will notify Effingham County of available sewer capacity, if any, and the rates, including any and all capital recovery fees, at which such capacity may be acquired. Effingham County shall provide a written request to Bryan County of the amount of sewer capacity it desires, if any, in units of 0.25 million gallons per day (MGD). Bryan County agrees to sell, and Effingham County agrees to acquire, such requested available capacity at the then-existing wholesale rate, which shall be the same or better rate that any other wholesale user may acquire available capacity at the time of Effingham County’s written request, including capital recovery fees.

If at the time of Effingham County’s written request, no capacity is available within the Project, Bryan County shall notify Effingham County of any required modifications, improvements, and/or expansions to the North Bryan WRF necessary to accommodate acceptance of the requested capacity for treatment and disposal of sewage, including the estimated cost and timing required to complete said modifications, improvements, and/or expansions. Effingham County will then provide written authorization to Bryan County to proceed pursuant to the terms of this Agreement. Effingham County will be responsible for one hundred percent (100%) of the actual costs and expenses associated with the modifications, improvements, and/or expansions necessary to accommodate the capacity requested by Effingham County. The sewer service agreement shall also provide for the wholesale rate, provisions for the design, construction, and payment of costs associated with the modifications, improvements, and/or expansions necessary to accommodate Effingham’s request for capacity, any Capital Recovery Fees, and other provisions of services or conditions as necessary. No design, construction, or installation of any modification, improvement, or expansion will commence unless and until Effingham County and Bryan County mutually agree to proceed.

- 2.3 Upon completion of Bryan County’s WRF, execution of this Water/Sewer Service Agreement, and mutual agreement of the Parties to proceed pursuant to Section 4.2, Bryan County shall make the “Effingham Sewer Delivery Point” available to Effingham County at an agreed upon location generally along the Interstate 16 corridor and in the vicinity of Savannah Portside. Both parties agree that Effingham County will construct, own and maintain the sewer conveyance system up to the delivery point. Effingham County shall also construct a sewer metering station at said location (“Effingham-Bryan Sewer Metering Station”) along with the necessary collection system improvements required to transport sewage to the North Bryan WRF. Effingham County shall be responsible for its pro rata share of all costs associated with the Bryan County Wastewater System from the Effingham Sewer Delivery Point to the North Bryan WRF. Effingham County agrees that the Effingham County Wastewater System collection of conveyance of sewer to Effingham Sewer Delivery Point, and the treatment

capacity made available by Bryan County under this agreement shall be used solely to serve sewer customers located within the political boundaries of Effingham County and more specifically the Effingham County Service Area as generally shown on Exhibit "C".

- 2.4 The maximum amount of sewer conveyance from Effingham County into Bryan County's system will not exceed 440 gallons per minute (GPM) of peak flow (the "Maximum Sewer Delivery Rate"). In no event shall Bryan County be obligated to provide sewer conveyance and treatment capacity in excess of a monthly average of 0.25 MGD during this initial phase.
- 2.5 Effingham County may request future additional capacity within the Bryan County WRF in increments of 0.25 MGD. Said future additional capacity shall require an amendment to this Agreement and all associated costs shall be the responsibility of Effingham County. Upon Effingham County's request for incremental capacity increases, the Parties shall agree to a mutually acceptable schedule for Bryan to permit and complete any necessary modifications, improvements, and/or expansions to the Bryan County WRF.

3. Sewer Conveyance System:

- 4.1 Bryan County has procured the services of a qualified engineer to prepare the survey, design, and permit for the sewer conveyance system improvements as depicted in Exhibit "B", which are generally described as the extension of an 18-inch force main from the Bryan County transfer sewage pump station at Interstate Center in Bryan County to the Savannah-Bryan Sewer Delivery Point near the Effingham-Chatham County Line. Based on planning efforts to date and the executed Savannah-Bryan Sewer Service Agreement dated December 8, 2020, Bryan County anticipates the described 18-inch force main improvements along Interstate 16 will initially convey wastewater from Bryan County to the City of Savannah for treatment and disposal. It is further anticipated that in the future this force main system will be modified to redirect sewer such that Savannah can transfer wastewater to Bryan County's North WRF for treatment and disposal. Upon completion of this redirection modification, Bryan can offer Effingham County wastewater service pursuant to Section 4 of this Agreement. No wastewater service is available until this redirection modification is complete.
- 4.2 Based on planning efforts to date and the executed Savannah-Bryan Sewer Service Agreement dated December 8, 2020, Bryan County further anticipates the 18-inch force main conveyance system will be modified in the future to include a second parallel 18-inch force main for the purpose of providing additional sewer conveyance capacity to City of Savannah. Upon completion of these future parallel force main improvements, Bryan County can provide additional wastewater treatment and conveyance capacity to Effingham County. Any requests for capacity from Effingham shall follow the process as prescribed in Section 4 of this Agreement. Bryan County further agrees to obtain all utility and construction easements necessary for the construction of the above-referenced sewer improvements, including all legal fees, land acquisition costs, and other fees that are associated with same, which will be owned and maintained by Bryan County, except that Effingham County shall provide all reasonable administrative and legal assistance to Bryan County to obtain all necessary permits and easements associated with said acquisitions lying within Effingham County. Effingham

further agrees to provide sewer, access, and permanent and temporary construction easements on any land owned by Effingham County as required by Bryan County to construct and maintain its regional sewer system along Interstate 16. Effingham further agrees that any required permits, approvals, and easement acquisitions shall not be unreasonably withheld, conditioned, or delayed. Bryan County further agrees to accept responsibility for the administration of the construction contract(s) with the selected contractor(s) and agrees to require the awarded contract(s) to be paid via approved monthly construction payment requests for work performed to date. Effingham County shall be responsible for all costs associated with the design, permitting, and construction of all sewer improvements in Effingham County up to the Effingham Sewer Delivery Point. Said improvements shall be owned and maintained by Effingham County.

- 4.3 Effingham County agrees to not impair or impede Bryan County's intent to design, install, maintain, and operate the Water Project. Bryan County and Effingham County agree that they shall, in good faith, negotiate a Water Services Agreement for the Water Project. Bryan County and Effingham County agree that they shall not unreasonably condition, delay, or deny approval and execution of such Water Services Agreement.
5. **Sewer Meter Station**. Effingham County shall design, permit, construct and install a sewage flow meter device to measure both instantaneous flow and total gallons of flow per month at the designated point of discharge to the Bryan County sewer system (the "Effingham-Bryan Sewer Metering Station"). Ownership of the sewer meter station as well as operational and maintenance responsibilities of the same shall be Bryan County's. The location and meter that is furnished shall be mutually approved and accepted by the Parties and shall measure flows to an accuracy acceptable to both parties. Both parties further agree as follows:
- 5.1. The meter installation shall include a dedicated interface to which Effingham County may connect telemetry or SCADA systems to monitor and record flow in real time independent of Bryan County's flow recording requirements. Output signals for Effingham's use shall be the raw data signals directly from the measuring instruments. The telemetry, SCADA, and other equipment used for Effingham to monitor and record flow independently of Bryan County's equipment shall be considered an integral part of the meter and shall be installed, operated, and maintained by Effingham to provide accurate sewage flow measurement data.
- 5.2 All costs for Effingham-Bryan Sewer Metering Station including design, permitting, land acquisition, easements, and construction shall be the responsibility of Effingham County. Effingham shall further be responsible for the cost, design, and installation of all wiring, cabling, hardware, software, communications services, SCADA, telemetry, and other infrastructure required for Bryan County to monitor and record flow in real time independently of Effingham's flow recording systems and to send the output signal from the interface to the location for Bryan County's use shall be borne by Effingham County.
- 5.3 After the initial calibration and final acceptance of the meter station, Bryan County shall operate, supervise, manage, maintain, repair and replace the metering station and the interconnecting sewer line with Effingham County, up to the designated Effingham Sewer Delivery Point. Periodic maintenance, calibration, and/or adjustments to instruments shall

be provided to Effingham County via fax or email within 24 hours of said operation and followed in writing within thirty (30) days.

- 5.4 Upon completion of Effingham County's sewer connection to Bryan County's system, the meter station described herein will be used for Bryan County to charge Effingham County for wastewater discharged into Bryan County's system.
6. **Maintenance and Operation of Sewer Master Meter** – Both Parties agree that the operation and maintenance of the Effingham-Bryan Sewer Metering Station shall be the responsibility of Bryan County, which shall include the following:
- 6.1 Master Sewer Meter Calibration Tests - Maintenance of the Master Sewer Meter including annual calibration by a third-party shall be the responsibility of Bryan County. Bryan County shall calibrate the Master Sewer Meter at least once every twelve (12) months or in accordance with the manufacturer's recommendation, whichever is more frequent. Master Sewer Meter calibration shall include a written report certified by the third-party calibration vendor and a copy of said report shall be provided by Bryan County to Effingham County upon the completion of each Master Sewer Meter calibration. Effingham County may request that additional calibrations of the Master Sewer Meter be performed, but such requests may be made no more frequently than once in a twelve-month (12) period. The cost of additional Master Sewer Meter calibration as requested by Effingham County shall be paid by Effingham County unless the meter is found to be inaccurate beyond the manufacturer's range of accuracy in which case the cost shall be paid by Bryan County. Effingham County shall have the right to have its representative read said meter once within such calendar month, if it so desires, and Bryan County shall have a representative available in order that said meter may be jointly read. It is expressly provided, however, that Bryan County and Effingham County shall have the right to read said meter at such other time or times within each calendar month as may be mutually agreeable. Should the representative of Effingham County fail or refuse to appear at the time agreed upon, then Bryan County's representative may read such meter and the reading so made shall be final, conclusive, and binding upon Effingham County.
- 6.2 Master Sewer Meter Accuracy - Should the Master Sewer Meter be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter test or for a period of three (3) months, whichever time is less and the following month's billing will be adjusted to show a credit or additional charge for meter flow for that period based of time.
- 6.3 Master Sewer Meter Failure - In the event the Master Sewer Meter does not properly register flows due to mechanical/electrical failure, then flows during the period of such failure shall be estimated for billing purposes based on the monthly average of the last six (6) available meter readings preceding the failure until the meter is once again fully operational.
- 6.4 Operation and Maintenance and Sewer Quality Responsibilities – Effingham County shall be responsible for the construction, funding, operation, maintenance and compliance with applicable law and regulations of the Effingham County Sewer System located in Effingham

County upstream from the Effingham Sewer Delivery Point. Wastewater/sewer collection and conveyance system including manholes, sanitary sewers, pump stations, force mains, valves, fittings, and other appurtenances that are part of the Bryan County Sewer System shall be responsibility of Bryan County to operate and maintain. Bryan County shall be responsible for the conveyance, treatment, and disposal of sewer delivered to the Effingham Sewer Delivery Point by Effingham to meet the requirements of applicable regulatory agencies. The quality of sewer, which must meet the requirements of set forth in Section 9, up to the Effingham Sewer Delivery Point shall be the responsibility of Effingham County.

It is recognized that rules and regulations of regulatory agencies may require Bryan County to implement new disinfection technology or other changes that may affect the chemical characteristics of the delivered Sewer. Such changes may in turn require corresponding changes in the operation of the Effingham County Sewer System. The parties shall keep each other informed on the potential impact that such new regulatory requirements may have. Each party shall be responsible for making, and funding, the changes that such requirements may impose on its own system.

- 6.5 Master Meter Calibration Tests and Meter Failure. Maintenance of the Master Sewer Meter, including annual calibration by a third-party, shall be the responsibility of Bryan County. Bryan County shall calibrate the meter at least once every twelve (12) months or in accordance with manufacturer's recommendation, whichever is more frequent. Master Sewer Meter calibration shall include a written report certified by the third-party calibration vendor and a copy of said report shall be provided by Bryan County to Effingham County upon the completion of each Master Sewer Meter calibration. Effingham County shall have the right at all times to inspect said meter and to conduct at Effingham's expense such tests as may be appropriate so as to assure that it is accurately measuring the stage discharged. Effingham County may request that additional calibrations of the Master Sewer Meter be performed, but such requests may be made no more frequently than once in a twelve-month (12) period. The cost of additional Master Sewer Meter calibration tests as requested by Effingham shall be paid by Effingham unless the meter is found to be inaccurate beyond the manufacturer's range of accuracy in which case the cost shall be paid by Bryan County.

Effingham County shall have the right to have its representative read said meter once within such calendar month, if it so desires, and Bryan County shall have a representative available in order that said meter may be jointly read. It is expressly provided, however, that Bryan County and Effingham County shall have the right to read said meter at such other time or times within each calendar month as may be mutually agreeable. Should the representative of Effingham County fail or refuse to appear at the time agreed upon, then Bryan County's representative may read such meter and the reading so made shall be final, conclusive and binding upon Effingham County.

- 6.6 Master Sewage Meter Accuracy. Should the Master Sewer Meter be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter test or for a period of three (3) months, whichever time is less and the

following month’s billing will be adjusted to show a credit or additional charge for meter flow for that period based of time.

6.7 Master Sewer Meter Failure. In the event the Master Sewer Meter does not properly register flows due to mechanical/electrical failure, then flows during the period of such failure shall be estimated for billing purposes based on the monthly average of the last six (6) available meter readings preceding the failure.

7. **Metered Sewage Consumption Charge:** Effingham County shall pay to Bryan County a consumption charge for each 1,000 gallons delivered through the Master Sewer Meter. The consumption charge shall be stated in terms of dollars per 1,000 gallons. The effective rate at all times shall be structured to recoup the wholesale cost of transporting, treating, and disposing of wastewater delivered by Effingham County, which shall be the same or better rate that any other wholesale user may acquire available capacity at the time of Effingham County’s written request, including capital recovery fees. Bryan County shall notify Effingham County in writing of the Effective Rate for Sewer within 30 days of Bryan County’s written notice of sewer capacity availability subject to the terms of Section 4.2 of this Agreement. Payment shall be made monthly within 30 days of the receipt of the invoice for consumption charges.

8. **Sewage Treatment.** All wastewater produced and transported by Effingham County to the Effingham Sewer Deliver Point shall be pretreated in accordance with GA EPD or Bryan County industrial pretreatment permit, as applicable. Bryan County will only accept for treatment, domestic strength wastewater or other wastewater pretreated in accordance with industrial pretreatment permits issued by the GA EPD or Bryan County as applicable, and delivered by Effingham County. Wastewater discharges into the Bryan County Wastewater System shall conform with the latest revisions of Sec. 30-114 – General Sewer Use Requirements of the Bryan County Code of Ordinances. Discharge limits must also conform to Bryan County’s GA EPD permit, and Bryan County further prohibits toxic materials which would interfere with Bryan County’s biological treatment processes.

All existing and new wastewater customers within the Effingham County Service Area shall submit an Industrial Pretreatment Survey, to determine if an individual industrial pretreatment permit is required. If, based on the results of the Industrial Pretreatment Survey, a individual pretreatment permit is required, those customers shall submit a full and complete industrial pretreatment permit application to Bryan County or GA EPD, as applicable. Effingham County shall be responsible for administering the submittals for all customers within the Effingham County Service Area, and shall not approve any development or site improvements without verifying the approval status of pretreatment permits. All discharges into the Bryan County Wastewater System shall not exceed the more stringent of either Bryan’s or GA EPD’s current industrial pretreatment requirements, and shall be subject to final approval of industrial pretreatment permits issued by Bryan County and GA EPD shall have characteristics which do not exceed the following parameter limits:

<u>Constituent</u>	<u>Maximum Concentration</u> <u>mg/L</u>
BOD	300
COD	500
pH	6.0 - 9.0
Fat, Oil, and Grease	100

TOC	200
Total Suspended Solids	200
Arsenic	0.077
Cadmium	0.004
Chromium	0.57
Copper	0.50
Cyanide	0.10
Lead	0.05
Mercury	0.014
Molybdenum	0.043
Nickel	0.61
Total PAH	0.100
Benzene	0.01
Toluene	0.7
Residual chlorine	4.00
Total phenols	21
Selenium	0.17
Silver	0.43
Surfactants	100
Total toxic organics	2.13
Zinc	0.30
Ammonia	15
Phosphorus	10
Ethylbenzene	0.3
Total xylene	0.5
Chloride	250
Sulfate	500

Delivered sewage shall contain no toxic material, trash, debris, or other characteristics which may interfere with Bryan County’s pumping, transport, or treatment processes whether or not specifically identified above. Effingham County shall be responsible for requiring any industrial treatment necessary to comply with limitations.

The parties mutually agree that no statement contained herein shall be construed as preventing any special agreement or arrangement between Effingham County and Bryan County or any user within Effingham County, whereby an industrial waste of unusual strength or character may be accepted by Bryan County for treatment from an industrial user within the Effingham County Service Area, which may require a sewer surcharge fee. As such, Effingham County shall be required to adhere to all terms and conditions of Bryan County’s Pretreatment Program as approved by GA EPD as well as its Sewer Use Regulations, and any other conditions as may be agreed upon. Bryan County agrees to assist Effingham County in the evaluation of any proposed industrial user for treatment by Bryan County, or pretreatment by said industrial user of its wastewater for treatment by Bryan County.

Effingham County shall sample and report each of the above parameters at least quarterly to demonstrate compliance.

The maximum amount of acceptable sewage that may be delivered by Effingham County in any month is 250,000 gallons per day. In no event shall Bryan County be obligated to accept in excess of an annual average of 250,000 gallons per day, unless by amendment to this Agreement.

- 9. Sewer Use Regulations.** Effingham County shall adopt and enforce regulations to prevent the discharge into its sewer system of any materials which by reason of character or quantity would:
- a. Interfere with the operation or efficiency of the sewage transport and treatment systems of Bryan County, or not be susceptible to treatment by the treatment process.
 - b. In any way cause a violation of any directive, regulation, or permit of the Environmental Protection Division of the Department of Natural Resources (“EPD”) or the industrial pre-treatment program of Bryan County or any other regulatory agency.
 - c. Constitute a hazard to human or animal life due to toxicity, flammable or explosive characteristics of the pollutant(s).

Such regulations shall be no less stringent than the sewer use provisions of the Bryan County Unified Development Ordinance (UDO) or Engineering Design Manual (EDM), as amended, and as adopted pursuant to, and in accordance with, the regulations of the EPD or any successor agency.

Effingham County shall notify Bryan County of any violation of the sewer use regulations within 24 hours and take immediate corrective action to stop such violation and minimize the effects of such violation.

- 10. Purchase of Additional Wastewater Conveyance and Treatment Capacity.** Bryan County shall complete any and all modifications, improvements, and/or expansions to the Bryan County WRF necessary to accommodate acceptance of additional conveyance, treatment, and disposal of sewage following the written request, notification, and mutually agreement process described in Section 4 of this Agreement. Bryan County shall have a minimum of up 60 months to complete the required plant and conveyance system improvements necessary to accommodate Effingham’s request for additional capacity. Effingham may request flows in increments of no less than 0.25 MGD. Effingham County shall be responsible for 100 percent of costs associated with said modifications, improvements, and/or expansions by Bryan County necessary to accommodate same. As it shall be necessary for Bryan County and Effingham County to develop a separate and specific agreement for these efforts in the future Bryan County shall be under no obligation to construct said facilities within the 60-month time frame until such time that the agreement has been mutually agreed upon and executed by both parties.

- 12. Required Future Sewage Treatment Improvements.** In the event that Bryan County is required by any regulatory agency, or by any law, rule, or regulation, within the terms of this Agreement, to make improvements to the sewage transport system, to increase the level of treatment, to undertake a capital maintenance project, or make other improvements to (such as disposal of effluent by land application), or change, or eliminate the discharge of, the facility treating sewage delivered by Effingham County so as to increase the capital or operating costs for providing sewage service under this agreement, then the sewer capital cost recovery charge and/or the sewer metered consumption charge shall be equitably adjusted. Said adjusts will be reviewed in detail between both parties.

For purposes of this section “capital maintenance” shall mean a renewal or replacement of facilities or equipment costing in excess of \$250,000.

13. Future Connections to Sewer System. Effingham County agrees that it will not allow other wholesale or municipal sewer customers from within Effingham County to connect to the sewer conveyance system and discharge into Bryan County’s system without prior consent from Bryan County.

14. Interest on Overdue Payments and Non-Payment. Interest at the legal rate shall be charged on the unpaid balance of any amount not paid when due. Said interest shall begin to accrue on the payment due date. Bryan County will be relieved of its obligation to continue to accept sewage from Effingham County in the event that payments due hereunder remain unpaid in excess of ninety (90) days after the date due. Effingham County shall be provided notice of non-payment and shall have ten (10) days from the date of such notice to make payment before Bryan County is relieved of its obligations.

The foregoing notwithstanding, interest on an overdue unpaid balance shall not accrue during any period required to investigate the accuracy of meter calibrations as provided in Section 7.

15. Excess Sewage Usage. Excess sewage usage means sewage delivered by Effingham County through the meter station and Sewer Delivery Point, in any month, in excess of the quantities specified in this agreement, or with characteristics exceeding the maximum concentrations provided in Section 10 of this agreement. Bryan County shall give notice to Effingham County of the occurrence of excess sewage usage. Upon receipt of such notice, Effingham County shall immediately take steps to eliminate such excess sewage usage.

If after 30 days of such notice excess sewage usage continues to occur, Bryan County, at its option, may adjust the Sewage Capital Cost Recovery Charge to equitably recover additional costs resulting from of such excess usage and Effingham County shall pay charges at such adjusted rates, and/or Bryan County may install physical devices to limit the quantity of sewage delivered to be within the quantities provided for under this agreement. In addition, it is agreed that the consumption charge for excess sewage delivered shall be 1.5 times the consumption charges defined in Section 9 hereof.

16. Indemnification. Bryan County shall indemnify and hold Effingham County harmless for any costs it may suffer that resulted from the negligence of Bryan County in the operation of its water system. Effingham County shall indemnify and hold Bryan County harmless for any costs it may suffer that resulted from the negligence of Effingham County in the operation of its water system.

17. Provisions of Law. All generally applicable provisions of law now or hereafter in effect related to water or sewer service by Effingham County and/or Bryan County shall be applicable to this Agreement.

18. Notices. Any notices required to be given to any party under the terms of this Agreement, shall be forwarded by United States Postal service as follows:

If to Bryan County: Bryan County Board of Commissioners
ATTN: County Administrator
P.O. Box 430

51 North Courthouse Street
Pembroke, GA 31321

If to Effingham County: Effingham County Board of Commissioners
ATTN: County Manager
804 S Laurel Street
Springfield, Georgia 31329

19. Term. The Agreement shall be effective for an initial term ending on December 31, 2043. The term of this Agreement may be extended under the same terms and provisions upon mutual agreement, or other mutually agreeable terms and provisions, by ten (10) year renewal terms to the extent allowed under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia.

However, the parties recognize that changing environmental conditions, changing costs, new or changed laws, rules, regulations or orders of the state or federal governments, or other changed circumstances, may make renegotiations of provisions of this Agreement necessary prior to the end of the initial term or any extended term. Therefore, it is agreed that the parties may call for the renegotiation of provisions of this Agreement affected by changed circumstances to achieve an equitable revision.

20. Miscellaneous.

- a. **Governing Law.** This agreement is a Georgia contract and shall be construed and enforced in accordance with the laws of the State of Georgia.
- b. **Severability.** If any provision of this agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that it shall be severable, and that all remaining provisions of this agreement shall remain in full force and effect.
- c. **Entire Agreement.** This instrument represents the entire agreement between the parties and supersedes any prior oral or written understandings.
- d. **Headings.** The headings of the sections of this agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.
- e. **Waivers.** No delay or failure to exercise a right under this agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time and as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.
- f. **Amendments.** No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties hereto.

g. **Counterparts.** This Agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one agreement between the parties.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and their seals affixed as of the day and year first above written:

Executed in the presence of:

BRYAN COUNTY BOARD OF COMMISSIONERS

Witness

Ben Taylor
County Administrator

Notary Public
(SEAL)

Attest: _____
Lori Tyson
County Clerk
(SEAL)

Executed in the presence of:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Witness

Tim Callanan
County Manager

Notary Public
(SEAL)

Attest: _____
Stephanie Johnson
County Clerk

(SEAL)

Staff Report

Subject: Intergovernmental Agreement Between Effingham County & Bryan County
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: August 15, 2023
Item Description: Consideration to approve an IGA between Effingham County & Bryan County

Summary Recommendation:

Effingham County & Bryan County have reached an agreement for permanent and temporary construction easement rights for the purpose of the construction and ongoing maintenance of the Bryan County I-16 Regional Sewer Improvements Project/ I-16 Regional Force Main Improvements and related infrastructure.

Executive Summary/Background:

- Bryan County has obtained permanent easements and temporary construction easements for the purpose of construction and ongoing maintenance of the Bryan County I-16 Regional Sewer Improvements Project/ I-16 Regional Force Main Improvements and related infrastructure (hereinafter referred to as the "Project").
- Bryan County shall own the Project.
- Bryan County shall have authority for approving, inspecting and permitting the Project.
- Effingham County shall provide police / law enforcement, fire protection and emergency medical services to the Properties in accordance with its normal standards and practice.
- Bryan County shall, at its sole cost and expense, design and maintain stormwater drainage measures for the easement areas.

Alternatives for Commission to Consider:

1. Approve the Intergovernmental Agreement between Effingham County & Bryan County.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – Approve the Intergovernmental Agreement between Effingham County & Bryan County.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

Bryan County

Attachments:

Intergovernmental Agreement Between Effingham County & Bryan County

INTERGOVERNMENTAL AGREEMENT BETWEEN EFFINGHAM COUNTY AND BRYAN COUNTY

THIS INTERGOVERNMENTAL AGREEMENT, (the “Agreement”) is made this ____ day of _____ 2023 by and between EFFINGHAM COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Effingham County”) and BRYAN COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Bryan County”). Effingham County and Bryan County are, collectively, the Parties.

RECITALS

WHEREAS, Effingham County has jurisdiction over certain real property identified as Tax Parcels: 0304-10, 030-04-11, 030-40-012, 030-50-001, 030-05A-072, 032-90-041B, 0329D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014, 0331-0022, 030-05-A072, and 0329-041-A01 which reside wholly within the constitutional boundaries of Effingham County, and are further described by the metes and bounds set out in the legal description attached hereto and incorporated herein by reference as Exhibit “A”, (hereinafter, the “Properties”); and

WHEREAS, the Effingham County Industrial Development Authority (hereinafter, “Effingham IDA”) holds title to the following Tax Parcels: 0329D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014; and

WHEREAS, the Effingham County Board of Commissioners (hereinafter, “Effingham BOC”) holds title to portions of the Properties: (i) certain real property by Limited Warranty Deed dated June 6, 2023 and recorded in Deed Book 2852, Pages 427-429, in the records of the Clerk of Effingham County, and comprised of approximately 10.245 acres +/-, identified as Tax Parcel 329-41A01; and (ii) and certain real property by Limited Warranty Deed dated October 21, 2016 and recorded in Deed Book 2374, Pages 882-883 in the records of the Clerk of Effingham County, and comprised of approximately 1 acres +/- identified as Tax Parcel 331-22; and

WHEREAS, Bryan County has reached an agreement for permanent and temporary construction easement rights with the property owners of Tax Parcels: 030-40-010, 030-04-011, 030-40-012, 030-50-001, 030-05A-072, 032-90-041B, 032-9D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014, and 030-05-A072; and

WHEREAS, the Parties have reached an agreement for permanent and temporary construction easement rights for the following Tax Parcels currently owned by Effingham BOC: 0329-041A01 and 0331-0022; and

WHEREAS, Bryan County has obtained permanent easements and temporary construction easements, through the exercise of extraterritorial condemnation, on the following Tax Parcels: 0304-0011 and 0304-0012 for the purpose of the construction and ongoing maintenance of the Bryan County I-16 Regional Sewer Improvements Project/ I-16 Regional Force Main Improvements PI Number 29088.0000 and related infrastructure (hereinafter, the “Project”); and

WHEREAS, for the purposes of this Agreement, Effingham agrees that the Project may include additional water, reuse, sewer and wastewater systems, piping, meter stations, pump stations with related equipment, generators, meters, manholes, structures, fencing, landscaping, site improvements, access roads, sampling stations, fire hydrants, electrical equipment, power lines/poles, Supervisory Control and Data Acquisition (SCADA) systems, telemetry equipment, and future improvements as may be required so long as it is within the existing boundaries of the permanent and temporary easements of the Properties.

WHEREAS, the Parties agree that upon the execution of a separate Water Services Agreement, this Agreement shall be amended by the Parties to reflect the addition of water infrastructure under the scope of service delivery of this Agreement, the approval of such shall not be unreasonably withheld, conditioned, or delayed by either of the Parties.

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983 (“Supplementary Powers”), Effingham County has the authority to provide police protection, fire and emergency medical services, to collect fees, perform inspections, approve final subdivision plats and issue certificates of occupancy and permits related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, and other similar codes and regulations and to provide stormwater management services for projects that are located within its jurisdictional limits; and

WHEREAS, Effingham County intends to exercise its authority under the Supplementary Powers provision to provide services to the Properties until such time that the provision of services have been agreed to by the Parties by contract as required by Subsection (b)(1) of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983; and

WHEREAS, Bryan County desires the authority from Effingham County to provide for the inspection and permitting of the Project pursuant to all federal and state laws and regulations ,including the more restrictive of either Effingham or Bryan County’s then-current ordinances and regulations, as may be required for the construction and operation of the Project on the Property; and

WHEREAS, Effingham County and Bryan County agree that Effingham County shall provide all services to the Properties as required by Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, that are not otherwise expressly granted to Bryan County as part of this Agreement; and

WHEREAS, pursuant to the provisions of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of the State of Georgia, Effingham County and Bryan County, by and through their respective government authorities, are each authorized to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain

public services to the Project, the Parties hereto desire to enter into this Agreement to resolve any potential governmental conflicts between Effingham County and Bryan County concerning issuance of development and building permits, inspections, final subdivision plats and certificates of occupancy and collection of fees thereof, stormwater utility service, provision of police protection and fire and emergency medical services to the Properties,

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct, form a material part of this Agreement and are incorporated herein by reference.

2. Ownership of Project

The Parties acknowledge and agree that Bryan County shall own the Project, including all proposed and future sewer, and wastewater systems, piping, meter stations, pump stations with related equipment, generators, meters, manholes, structures, fencing, landscaping, site improvements, access roads, sampling stations, fire hydrants, electrical equipment, power lines/poles, Supervisory Control and Data Acquisition (SCADA) systems, telemetry equipment, and future improvements related to the Project and located within the temporary and permanent easement areas. The Parties agree that Bryan County shall be fully responsible for any and all costs associated with the installation, maintenance, repair, use, service, and ownership of the Project. The Parties further acknowledge and agree that Effingham County shall have no right, license, or interest in the Project or to use the Project, without Bryan County’s express written consent.

3. Inspecting and Permitting

The Parties agree that Bryan County shall have authority for approving, inspecting and permitting the Project, including but not limited to performing all inspections required to build the Project, approving final plats and issuing certificates of occupancy and permits related to the enforcement of building, electrical, plumbing, gas, land disturbance, and erosion control pursuant to the more restrictive of Effingham or Bryan County’s then-current ordinances and regulations, including all applicable state and federal laws and regulations. Bryan County shall have final authority to issue a commercial development permit for the Properties and certificates of occupancy, if needed, for the Project. Bryan County shall have the authority to interpret and apply federal and state laws and regulations, and of Effingham or Bryan County’s then-current ordinances and regulations, in accordance with applicable law, and Bryan County’s interpretation

and application of the same shall be final and binding as it pertains to the Project. Nothing contained herein shall be construed to inure any benefit or interpretation to any party other than Bryan County.

Upon receipt of a reasonable and valid compliance complaint from an authorized agent of Effingham County or other duly authorized federal or state agency, Effingham County reserves the right to inspect the Properties, and further notify Bryan County of any compliance issues as a result of the inspection.

To the extent Effingham County retains any authority for approving, inspecting, and/or permitting the Project, or any portion of the Project, then Effingham County shall not unreasonably condition, delay, or deny such approval, inspection, and/or permit.

4. Police Services

The Parties agree that Effingham County shall provide police / law enforcement services to the Properties in accordance with its normal standards and practices.

5. Fire and Emergency Medical Services

- a) Effingham County shall provide all fire protection and emergency medical services to the Properties in accordance with its normal standards and practices.
- b) Bryan County grants to Effingham County the rights, of access over and upon, and use of, all roads, paths, and other infrastructure located on the Properties only when necessary to allow Effingham County vehicles and personnel to provide such fire protection and emergency medical services to have access to the portion of the Properties owned by, or easements granted to, Bryan County. Effingham County shall immediately notify Bryan County of any use of its infrastructure for fire protection and/or emergency medical services.

6. Stormwater Services

Bryan County shall, at its sole cost and expense, design stormwater drainage measures for the easement areas under Bryan County’s control within the Properties to Bryan County standards, to the extent stormwater drainage measures are necessary following the installation of sewer and related infrastructure as determined by Bryan County’s reasonable judgment and engineering discretion. Under no circumstance will Bryan County be responsible for remediating, correcting, improving, or otherwise addressing any existing drainage, flooding, or other stormwater issues on the Properties unless otherwise required for compliance with federal and state laws and regulations for stormwater management. Bryan County shall operate, service, repair and maintain the stormwater facilities constructed on the Property.

7. Project Capacity

The Parties agree that upon the completion and operation of the North Bryan Water Reclamation Facility (“WRF”), Bryan County will notify Effingham County of available sewer capacity, if any, and the rates, including any and all capital recovery fees, at which such capacity may be acquired. Effingham County shall provide written request to Bryan County of the amount of sewer capacity it desires, if any, in units of 0.25 million gallons per day (MGD). Bryan County agrees to sell, and Effingham County agrees to acquire, such requested available capacity at the then-existing wholesale rate, which shall be the same or better rate that any other wholesale user may acquire available capacity at the time of Effingham County’s written request, including capital recovery fees.

If at the time of Effingham County’s written request, no capacity is available within the Project, Bryan County shall complete modifications, improvements, and/or expansions to the North Bryan WRF necessary to accommodate acceptance for treatment and disposal of sewage at the written request of Effingham and pursuant to a separate sewer service agreement. Effingham County will be responsible for one hundred percent (100%) of the costs and expenses associated with the modifications, improvements, and/or expansions necessary to accommodate the capacity requested by Effingham County. The sewer service agreement shall also provide for the wholesale rate, provisions for the design, construction, and payment of costs associated with the modifications, improvements, and/or expansions necessary to accommodate Effingham’s request for capacity, any Capital Recovery Fees, and other provisions of services or conditions as necessary. No design, construction, or installation of any modification, improvement, or expansion will commence unless and until Effingham County and Bryan County enter into a sewer service agreement related to the same.

8. Term and Termination

The term of this Agreement shall begin on upon the date of execution of this Agreement set forth above and shall extend thereafter for a period of fifty (50) years. To the greatest extent legally permissible, the term of this Agreement shall automatically be extended under the same terms and provisions, and such other mutually agreeable terms and provisions, by fifty (50) year renewal terms.

9. Miscellaneous

(a) This Agreement and the covenants of the Parties set forth herein are intended to run with the land and, subject to Section 10 hereof, shall be binding upon each of the Parties hereto and any subsequent owner of the Properties. This Agreement may be recorded in the real property records of Effingham County and Bryan County.

(b) Parties hereby agree to all provisions of this Agreement, and waive any claim that either of them may have that any of the provisions set forth herein are unlawful, invalid or beyond the scope of the lawful powers of Effingham County or Bryan County.

(c) This Agreement shall not be binding upon the Parties hereto and shall not be recorded until formal approval is granted by the appropriate authorities of Effingham County and Bryan County.

(d) By its execution hereof, each of the Parties hereto represents and warrants to the other Parties hereto that:

- i. all necessary actions and approvals have been taken or obtained, as the case may be, to authorize, approve and perform this Agreement;
- ii. upon such execution, this Agreement shall be binding on such party, enforceable against such party in accordance with its terms;
- iii. there is no claim, litigation, proceeding or governmental investigation pending or, so far as is known to such party, threatened, against or relating to such party or the transactions contemplated by this Agreement which does or would reasonably be expected to affect materially and adversely the ability of such party to enter into this Agreement and to carry out its obligations as set forth in this Agreement; and
- iv. any and all approvals required to be obtained by such party in connection with the execution, delivery performance of this Agreement have been obtained.

10. Remedies

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

12. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or

unenforceable provision had never been contained in this Agreement.

13. Successors and Assigns

The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the Parties and their successors, successors-in-title and assigns.

14. Evidence

The Parties agree that if Bryan County is sued in subsequent litigation concerning the facilities and appurtenances constructed on the Properties, the Agreement may be introduced into evidence.

15. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement.

16. Controlling Law, Venue

This Agreement was made and shall be performed in Effingham County, Georgia and in Bryan County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement for any dispute arising out of the terms and conditions herein shall be solely in the Superior Court of Effingham County, Georgia, and all defenses to venue are waived.

17. Further Assurances

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

18. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

19. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood

and voluntarily accepted by them.

20. Amendment of Agreement

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the Parties hereto.

21. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

22. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

23. Time

Time is of the essence with all duties and obligations set forth in this Agreement.

24. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Effingham County: Effingham County
 Attention: Tim Callanan, County Manager
 804 S Laurel Street
 Springfield, Georgia 31329

If to Bryan County: Bryan County
 Attention: Ben Taylor, County Administrator
 51 North Courthouse Street
 Pembroke, Georgia 31321

25. Originals

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

26. Water Services Agreement

Bryan County and Effingham County agree to diligently pursue the negotiation, approval, and execution of a Water Services Agreement, with such Water Services Agreement to contain the terms, conditions, and provisions by which Bryan County may install, operate, and maintain water infrastructure within the real property owned by the Effingham BOC, as contemplated by this Agreement and the easement agreement entered into by and between Bryan County and Effingham County. Both Bryan County and Effingham County agree not to unreasonably condition, delay, or deny the approval and execution of such Water Services Agreement. Notwithstanding the foregoing, Bryan County shall have the right to install, operate, maintain, repair, renew, expand and improve water, reuse, sewer and wastewater infrastructure within portions of the Properties not owned by the Effingham BOC for which Bryan County has existing easement and/or other property rights. Any permitting and inspection of future infrastructure to be installed within the Properties shall be in accordance with Section 3 of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, sealed and delivered by the Chairman of the Effingham County Board of Commissioners and the Chairman of the Bryan County Board of Commissioners, each thereunto duly authorized to bind their respective Parties in accordance with the laws of the State of Georgia as of the day and year first above written.

Signed, sealed and delivered in the presence of:

EFFINGHAM COUNTY

Unofficial Witness

By: _____
Wesley Corbitt
Chairman At Large

Notary Public

Attest: _____
Printed Name:
Title:

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

BRYAN COUNTY

Unofficial Witness

By: _____
Carter Infinger
Chairman

Notary Public

Attest: _____
Printed Name:
Title:

My commission expires:

[NOTARY SEAL]

Exhibit A

[INSERT LEGAL DESCRIPTIONS HERE]

Staff Report

Subject: Water & Sewer Service Agreement with Bryan County
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: August 15, 2023
Item Description: Consideration to approve a water & sewer service agreement with Bryan County

Summary Recommendation:

In order to support the large scale development at the I-16 Mega-Site, including but not limited to the Hyundai Motor Group Metaplant, staff is recommending the approval of the Water & Sewer Service Agreement with Bryan County.

Executive Summary/Background:

- Bryan County and Effingham County are committed to supporting the Hyundai Motor Group Metaplant development of the mega-site and all infrastructure improvements.
- Bryan County intends to design, permit, construct, operate and maintain a sewer force main to collect and convey sewer as part of the Interstate 16 Regional Sewer Improvements Project, including a future parallel force main as necessary to provide sewer service to the City of Savannah, Effingham County and other customers.
- Bryan County intends to design, permit, construct, operate and maintain a water transmission main along Interstate 16 within the same easement corridor as the sewer force main.
- Bryan County and Effingham County desire to enter into an agreement concerning the provision of sewer conveyance capacity from Bryan County to Effingham County and the provision of final treatment and disposal of wastewater or sanitary sewage by Bryan County of wastewater or sanitary sewage originating from Effingham County.

Alternatives for Commission to Consider:

1. Approve the proposed Water & Sewer Service Agreement with Bryan County.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – Approve the proposed Water & Sewer Service Agreement with Bryan County.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

Bryan County. Upon completion and operation of the North Bryan Water Reclamation Facility, Bryan County will notify Effingham County of available sewer capacity and the rates, including any and all capital recovery fees.

Attachments:

N/A

Staff Report

Subject: Easement Agreement Between Effingham County & Bryan County
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: August 15, 2023
Item Description: Consideration to approve the easement agreement between Effingham County & Bryan County

Summary Recommendation:

Effingham County & Bryan County have reached an agreement for permanent and temporary construction easement rights with properties located in Effingham County.

Executive Summary/Background:

- Effingham County has jurisdiction over certain real property identified as Tax Parcels: 0304-10, 030-04-11, 030-40-012, 030-50-001, 030-05A-072, 032-90-041B, 0329D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014, 0331-0022, 030-05-A072, and 0329-041-A01 which reside wholly within the constitutional boundaries of Effingham County.
- Effingham County Board of Commissioners holds title to certain real property comprised of approximately 10.245 acres +/-, identified as Tax Parcel 329-41A01 and 1 acres +/-, identified as Tax Parcel 331-22.
- Bryan County has reached an agreement for permanent and temporary construction easement rights with the property owners of Tax Parcels: 030-40-010, 030-04-011, 030-40-012, 030-50-001, 030-05A-072, 032-90-041B, 032-9D-001, 0331-0003, 0331-0004, 0331-0005, 0331-0013, 0331-0014, and 030-05-A072.

Alternatives for Commission to Consider:

1. Approve the Easement Agreement between Effingham County & Bryan County.
2. Do not approve the easement agreement.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – Approve the Easement Agreement between Effingham County & Bryan County.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

N/A

Attachments:

N/A

Staff Report

Subject: Intergovernmental Agreement Between City of Guyton, City of Rincon, City of Springfield and the Board of Commissioners of Effingham County for the 2023 Transportation Special Purpose Local Option Sales Tax Referendum (TSPLOST)

Author: Tim Callanan, County Manager

Department: County Manager

Meeting Date: August 15, 2023

Item Description: Consideration to approve an Intergovernmental Agreement between the Cities of Guyton, Rincon and Springfield regarding TSPLOST funds collection, distribution and management.

Summary Recommendation: Effingham County intends to issue a call for referendum for the November 7th, 2023 general election. State laws require intergovernmental agreements with all qualified municipalities with the county if the county intends to collect 1% sales tax. 100% of the net proceeds of the TSPLOST will be used to expand and improve roads, drainage and pedestrian infrastructure.

Executive Summary/Background:

- The distribution will be based on population by the most recent decennial census.
- This estimated \$120,000,000 collected over the five years of the collection.

Alternatives for Commission to Consider:

1. Approve the IGA between Effingham County and the Cities of Guyton, Rincon and Springfield.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative 1 – Approve the IGA between Effingham County and the Cities of Guyton, Rincon and Springfield.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

The entire cost is being covered by a transportation special purpose local option sale tax on county sales.

Attachments:

Intergovernmental Agreement Between the City of Guyton, City of Rincon, City of Springfield and the Board of Commissioners of Effingham County.

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2023 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this ____ day of _____, 2023 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "Effingham County" or "County"); the CITY OF GUYTON; the CITY OF RINCON; and the CITY OF SPRINGFIELD (hereinafter collectively referred to as the "Cities") incorporated municipalities of the State of Georgia.

WITNESSETH

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, the parties to this Agreement consist of Effingham County and all qualifying municipalities (hereinafter referred to as the "Cities") located wholly within Effingham County, Georgia; and

WHEREAS, the parties anticipate that Effingham County will approve and sign a Resolution authorizing the Effingham County Board of Registrations and Elections to call a referendum on November 7, 2023 (the "Referendum") on the issue of the reimposition of a one percent (1.0%) Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") pursuant to O.C.G.A. §48-8-260, et seq., as amended (hereinafter the "Act") to be collected in the special district of Effingham County (the "2023 TSPLOST"); and

WHEREAS, a TSPLOST is currently being collected in Effingham County which was approved by a majority of the voters of the County voting in an election held for such purpose on November 3, 2020, which began being collected on April 1, 2021 for a period of time not to exceed five years (the "2020 TSPLOST"), and which tax the County anticipates will cease to be collected on or before June 30, 2024 due to higher than expected tax collections; and

WHEREAS, the parties desire to execute this Agreement to control the distribution and use of the 2023 TSPLOST proceeds received solely by Effingham County and the Cities located within Effingham County; and

WHEREAS, the three Cities located wholly within Effingham County have certified they are qualified municipalities and are eligible to receive distributions of the 2023 TSPLOST; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Effingham County by planning and performing transportation projects within the County and the Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit the residents of Effingham County and its Cities; and

WHEREAS, the County and the Cities located within Effingham County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, on April 11, 2023, the County and the Cities met to discuss the imposition of the 2023 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. §48-8-262 (a)(2); and

WHEREAS, said meeting between the County and Cities was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. §48-8-262 (a)(2); and

WHEREAS, prior to the meeting of the County and the Cities on April 11, 2023, the County determined that a majority of the governing authorities of counties within the applicable regional commission have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the County and the Cities desire to enter into this Agreement for the imposition of the 2023 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom; and

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

The County makes the following representations and warranties which may bespecifically relied upon by all parties as a basis for entering this Agreement: (a)the County is a political subdivision duly created and organized under the Constitution of the State of Georgia; (b) the governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; (c) this Agreement is a valid, binding, and enforceable obligation of the County;

Each of the Cities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement: (a) each Municipality is a municipal corporation duly created and organized underthe laws of the State of Georgia; (b) the governing authority of each City is duly authorized to execute,deliver, and perform this Agreement; (c) this Agreement is a valid, binding, and enforceable obligation of eachCity; (d) each City is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); (e) each City is located entirely within the geographic boundaries of thespecial

tax district created in the County.

The County and Cities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.

2.

This Intergovernmental Agreement is conditioned upon the Referendum to be approved by a majority of the voters of Effingham County to reimpose a TSPLOST of one percent (1.0%). The 2023 TSPLOST shall commence upon the expiration of the 2020 TSPLOST which is currently being collected in Effingham County.

3.

Pursuant to O.C.G.A. § 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99.0%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning as soon as allowed by Georgia law after the expiration of the 2020 TSPLOST and ending five years thereafter, shall be distributed by the State of Georgia to the County and all qualified Cities and shall be allocated to each jurisdiction based on the percentages shown below in Paragraph 4.

4.

Within ten (10) days after the County's monthly receipt from the Department of Revenue of the proceeds of the 2023 TSPLOST, the County shall disburse said proceeds in the following percentages:

City of GUYTON	3.53%
City of RINCON	16.88%
City of SPRINGFIELD	4.18%
EFFINGHAM County	<u>75.41%</u>
Total	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of One Hundred Twenty Million and 00/100 Dollars (\$120,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the 2023 TSPLOST during its five-year term.

(B) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(C) A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2023 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on the exhibits attached hereto.

5.

In recognition of the need for transportation improvements across the County and the Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

6.

The County and each City shall approve by resolution a list of projects and purposes ("Transportation Projects and Purposes") to be funded from their allocated net proceeds of the 2023 TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds. The parties acknowledge and agree that 30% of the estimated revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in each party's resolution.

7.

If any Transportation Projects and Purposes are geographically located in more than one City or in a City and in an unincorporated area of Effingham County, then the parties involved shall enter into a separate agreement that will define each parties scope and participation in the project, including but not limited to funding and project management.

8.

Except as otherwise provided herein, the 2023 TSPLOST which is the subject of the Referendum shall continue for a period of five years after the expiration of the 2020 TSPLOST, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-264(b).

9.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the 2023 TSPLOST. Further, pursuant to O.C.G.A. § 48-8-263 the County shall have the authority to issue general obligation debt in accordance with Article IX, Section V, Paragraph I of the Constitution through the proper officers of the County. Once the authority to issue such debt is so approved by the voters through the Referendum, then such debt may be issued without further approval by the voters pursuant to O.C.G.A. § 48-8-263. Such general obligation debt shall be paid first by a separate fund of the County in which are placed the proceeds received by the County from the tax. Such general obligation debt shall, however, constitute a pledge of the full faith, credit, and taxing power of the County and any liability on such debt which is not satisfied from the proceeds of the tax shall be satisfied from the general fund of the County, or as otherwise provided by law.

The question of whether the voters will approve the 2023 TSPLOST and the issuance of general obligation debt of the County (the "County Bonds") shall be submitted to the voters of Effingham County pursuant to a resolution of the County. Net proceeds of the County Bonds shall be deposited into a special trust account of the County and shall be used for the acquisition, construction and installation of all or a portion of the projects for the County and for the Cities. The County Bonds shall be a general obligation debt of the County. The County shall pay the costs of issuance of the County Bonds and any interest income earned by the County on the investment of the bond proceeds shall be the property of the County. The County shall receive all TSPLOST funds directly from the Georgia Department of Revenue on behalf of the Cities and disburse said TSPLOST proceeds pursuant to paragraph number 4 (Supra) of this agreement. However, the TSPLOST proceeds received in any year pursuant to the tax which are to be allocated to the County and any Cities using the County Bond funds shall be deposited in a separate fund and first used for paying debt service requirements on the County Bonds for any such year before such proceeds are applied to any of the other purposes.

10.

The net proceeds from the 2023 TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in the resolutions passed by each party.

11.

Any net proceeds over and above the amount estimated in Paragraph 4(A) of this Agreement shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2023 TSPLOST Program on the Transportation Projects and Purposes as in the resolutions passed by each party. Should the proceeds generated by the 2023 TSPLOST be insufficient to complete the transportation purposes and projects listed on the exhibits attached hereto, the County and Cities shall have no obligation to pay additional funds from sources other than the 2023 TSPLOST for the completion of any of the same. The County and each of the Cities shall not be obligated to pursue such jurisdiction's Transportation Purposes and Projects set forth on the attached exhibits to the extent that such jurisdiction's share of the proceeds from the 2023 TSPLOST is insufficient to complete all of the same. In such event, the governing body of such jurisdiction may elect to not pursue certain Transportation Projects and Purposes set forth on the attached exhibits for that jurisdiction, or to modify such projects and purposes, beginning with those having the lowest priority, to the extent necessary to remedy such shortfall.

12.

At the end of each party's fiscal year wherein net proceeds from the 2023 TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the 2023 TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

13.

In addition to the audit required by paragraph 12 of this Agreement, at the end of each calendar year wherein net proceeds from the 2023 TSPLOST are distributed, the Cities and the County shall participate in a joint annual audit of the entire 2023 TSPLOST program approved by the voters in the Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the 2023 TSPLOST Referendum. Effingham County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid for by the County as a county wide service out of the general fund.

14.

Pursuant to O.C.G.A. § 48-8-269.6, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

The Cities shall cooperate with the County in compiling the information for the subject report and any expense for said publication shall be paid as a county wide service out of the general fund.

15.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the 2023 TSPLOST.

16.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

17.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

18.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

19.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

20.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

21.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to Effingham County:
Board of Commissioners of Effingham County, Georgia
County Manager
804 South Laurel Street
Springfield, Georgia 31329

- b. If to the City of Guyton:
City of Guyton
City Manager
310 Central Boulevard
Guyton, Georgia 31312

- c. If to the City of Rincon:
City of Rincon
City Manager
302 South Columbia Avenue
Rincon, Georgia 31326

d. If to the City of Springfield:
City of Springfield Georgia
City Manager
130 South Laurel Street
Springfield, Georgia 31329

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

22.

This Agreement shall become effective as soon as allowed by law after the expiration of the 2020 TSPLOST. If the Referendum concerning the imposition of the 2023 TSPLOST is not approved by a majority of the voters of Effingham County, this Agreement shall expire and shall be of no force and effect after November 7, 2023.

23.

Notwithstanding the parameters of Paragraph 22, this Agreement shall continue in full force and effect until December 31st of the year following completion of the last project funded from the net proceeds from the 2023 TSPLOST Program.

24.

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

[SIGNATURES OF COUNTY AND CITIES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the parties to this agreement.

APPROVED AS TO FORM:

EFFINGHAM COUNTY, GEORGIA

County Attorney

By: _____
Wesley Corbitt, Chairman
Board of Commissioners

ATTEST:

Clerk

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the parties to this agreement.

APPROVED AS TO FORM:

CITY OF GUYTON, GEORGIA

City Attorney

By: _____
Russell Deen, Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the parties to this agreement.

APPROVED AS TO FORM:

CITY OF RINCON, GEORGIA

City Attorney

By: _____
Kenneth Lee, Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the parties to this agreement.

APPROVED AS TO FORM:

CITY OF SPRINGFIELD, GEORGIA

City Attorney

By: _____
Barton Alderman, Mayor

ATTEST:

Clerk

TSPLOST 2023 Unincorporated Projects

District 1:

Blue Jay Rd	Resurfacing	\$1,300,000
Old River Rd	Resurfacing	\$2,000,000
Meldrim Neighborhood	Resurfacing	\$1,750,000
Auriga Farms Neighborhood	Resurfacing	\$1,200,000
Central Ave	Resurfacing	\$1,300,000
Noel C. Conaway Rd	Resurfacing	\$175,000
Holly Dr	Resurfacing	\$100,000
Honey Ridge Rd	Resurfacing	\$900,000
Pine St	Resurfacing	\$200,000
Red Bud Rd	Resurfacing	\$75,000
Roebing Rd	Resurfacing	\$800,000
S Laurel Cir	Resurfacing	\$175,000
Stagecoach Ave	Resurfacing	\$150,000
Wesley Dr	Resurfacing	\$75,000
Zeigler Rd	Resurfacing	\$725,000
Zittrouer Rd	Resurfacing	\$1,000,000
Midland Rd	Resurfacing	\$300,000
Lowground Rd	Resurfacing	\$2,500,000
SR 30/SR 17	Intersection Improvement	\$1,300,000
SR 17/Midland Rd	Intersection Improvement	\$1,300,000
Sandhill Rd/Wesley Dr	Intersection Improvement	\$600,000
Treutlen Trail	Bike & Pedestrian Trail	\$450,000
Other Resurfacing	Resurfacing	\$1,000,000
Total		\$19,375,000

District 2:

McCall Rd	Resurfacing	\$4,000,000
Blue Jay Rd	Resurfacing	\$2,800,000
Goshen Hills Neighborhood	Resurfacing	\$1,500,000
Westwood Heights Neighborhood	Resurfacing	\$2,500,000
Crystal Dr	Resurfacing	\$250,000
Golden Dr	Resurfacing	\$325,000
Zipperer Rd	Resurfacing	\$475,000
Herbert Kessler Rd	Resurfacing	\$300,000
Pittman Dr	Resurfacing	\$100,000
Pine Dr	Resurfacing	\$150,000
Midland Rd	Resurfacing	\$600,000
Blue Jay Rd/McCall Rd	Intersection Improvement	\$1,300,000
Hodgeville Rd/Gateway	Intersection Improvement	\$1,300,000
Blandford Rd/McCall Rd	Intersection Improvement	\$1,300,000
Other Resurfacing	Resurfacing	\$1,004,000
Total		\$17,904,000

TSPLOST 2023 Unincorporated Projects

District 3:

Stillwell-Clyo Rd	Resurfacing	\$2,200,000
Fourth St	Resurfacing	\$400,000
Hunters Chase Neighborhood	Resurfacing	\$500,000
Lower Ferry Rd	Resurfacing	\$600,000
Old Dixie Hwy S	Resurfacing	\$1,000,000
Old Louisville Rd	Resurfacing	\$2,100,000
Springfield-Egypt Rd	Resurfacing	\$3,000,000
Union Springs Road	Resurfacing	\$1,300,000
Berryville Rd	Resurfacing	\$850,000
Cypress Point Rd	Resurfacing	\$450,000
Tuckasee King Rd	Resurfacing	\$275,000
Wallace Dr	Resurfacing	\$375,000
Pitts Rd	Resurfacing	\$775,000
Linton Ln	Resurfacing	\$200,000
Chester Thomas Rd	Resurfacing	\$1,600,000
Courthouse Rd/Little McCall Rd	Intersection Improvement	\$650,000
Treutlen Trail	Bike & Pedestrian Trail	\$450,000
Other Resurfacing	Resurfacing	\$1,005,000
Total		\$17,730,000

District 4:

Anza Ln	Resurfacing	\$125,000
Aqueduct Dr	Resurfacing	\$100,000
Benjamin-Gnann Rd	Resurfacing	\$1,200,000
Courthouse Rd	Resurfacing	\$900,000
Saratoga Dr	Resurfacing	\$100,000
McCall Rd	Resurfacing	\$3,300,000
Blue Jay Rd	Resurfacing	\$850,000
Rahn Station Rd	Resurfacing	\$2,000,000
Stillwell-Clyo Rd	Resurfacing	\$2,000,000
Greystone Neighborhood	Resurfacing	\$850,000
Forest Hills Neighborhood	Resurfacing	\$950,000
Lowground Rd	Resurfacing	\$2,500,000
Little McCall/McCall/Rahn Station	Intersection Improvement	\$1,300,000
SR21/McCall (Springfield)	Intersection Improvement	\$600,000
Treutlen Trail	Bike & Pedestrian Trail	450,000
Other Resurfacing	Resurfacing	\$1,004,000
Total		\$18,229,000

TSPLOST 2023 Unincorporated Projects

District 5:

Hickory Knob Neighborhood	Resurfacing	\$1,400,000
Barney Rd	Resurfacing	\$150,000
Chimney Rd	Resurfacing	\$900,000
Nellie Rd	Resurfacing	\$400,000
Woodland Dr	Resurfacing	\$200,000
Old Augusta/General	Intersection Improvement	\$1,000,000
Old Augusta/Estes	Intersection Improvement	\$1,000,000
Old Augusta/Logistics	Intersection Improvement	\$1,000,000
Old Augusta/Cowan North	Intersection Improvement	\$1,000,000
Old Augusta/Chimney Rd	Intersection Improvement	\$1,000,000
SR 21/Goshen Ext	Intersection Improvement	\$1,400,000
SR21/Commerce	Intersection Improvement	\$300,000
Old Augusta Rd	Widening	\$3,000,000
East West Corridor	New Road	\$3,500,000
Other Resurfacing	Resurfacing	\$1,004,000
Total		\$17,254,000

Unincorporated County Totals:

District 1	\$19,375,000
District 2	\$17,904,000
District 3	\$17,730,000
District 4	\$18,229,000
District 5	\$17,254,000
Total	\$90,492,000

Staff Report

Subject: City of Rincon Annexation Petition - Map# 463 Parcel# 29
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: August 15, 2023
Item Description: Consideration to acknowledge a Petition for Annexation of a property located at 1678 Fort Howard Road as submitted by the City of Rincon (Map# 463 Parcel# 29)

Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, there are other parcels within the city limits which are contiguous with the property in question.

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.

This parcel consists of 19.05 acres and was rezoned from **AR-1** to an **R-4** city zoning designation.

Background:

After a discussion with the current land owner, Mr. Alex Long and the Director of Planning and Development staff at the City of Rincon it was determined acknowledgement of the annexation of this property was never presented to the Board of Commissioners. The City of Rincon approved the first reading of an ordinance to annex the land July 13, 2020. The second reading was approved July 27, 2020 (*as requested by the original owner Rheta B. Braddy.*) This parcel is believed to lie within Rincon's water and sewer service area.

Alternatives for Commission to Consider:

1. Acknowledge the annexation of the property located at 1678 Fort Howard Road as submitted by the City of Rincon.

Recommended Alternative: Staff leaves the decision to the Board's discretion.

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

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

Attachments:

1. Annexation petition and supporting documents
2. Aerial Map (*depicting city boundary*)

J. RAYMOND DICKEY
ATTORNEY AT LAW

Mailing Address:
P.O. Box 1099
Rincon, GA 31326

Telephone#: 912-826-2500
Facsimile#: 912-826-5936

Physical Address:
217 West 8th Street
Rincon, GA 31326

May 29, 2020

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

Via Certified U.S. Mail # 7010 0780 0001 9842 6465

Re: Annexation of Property owned by:

Rheta B. Braddy, 19.05 acres, (Map # 04630029)

Dear Commissioners:

Please be advised that the City of Rincon, Georgia, by the authority vested in the Mayor and the Council of the City of Rincon, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On May 29, 2019, the City of Rincon, Georgia, at a called meeting at which a quorum was present, voted in favor of accepting the petition for annexation of the above listed property.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Rincon, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Rincon, Georgia.

The legal description of the property is as follows:

Please see Exhibit "A" attached hereto.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Rincon, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of the receipt of this letter.

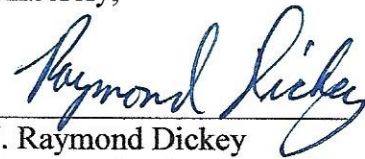
Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the property to be annexed will be held. If the county has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes, you must notify Kenneth Lee, Mayor of the City of Rincon, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 of the same title and chapter.

Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of this tract of land in the County is AR-1 and the current land use of the property is residential. The proposed zoning in Rincon when annexed will be R-4 (Residential) and the intended land use will be the same, residential.

If there are any questions, please do not hesitate to contact me.

Thanking you, I remain...

Sincerely,



J. Raymond Dickey
Attorney for the City of Rincon

JRD/jdj
Enclosures as noted.

PETITION REQUESTING ANNEXATION

To the Mayor and City Council of Rincon, Georgia.

1. Rheta B. Braddy , owner of all of the real property of the territory described herein respectfully request that the City Council annex this territory to the City of Rincon, Georgia, and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of Rincon, Georgia, and the description of such territory is as follows:

SEE EXHIBIT "A"

(Which is attached hereto and incorporated herein)

This 18 day of April, 2020.

Rheta B. Braddy

Rheta B Braddy L.S.

Doc# 001646
FILED IN OFFICE
2/28/2017 09:11 AM
BK:2392 PG:40-41
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

PT61-051-2016-003214

Probate Court Return Mailing Address:
700 N. Pine Street, Suite 146
Springfield, Georgia 31329

(Above space to be used for filing in Superior Court Clerk's Office of Deeds and Records)

IN THE PROBATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

IN RE:

LOWE LAMAR BRADY
DECEASED

)
)
)
)

ESTATE NO. 2016-7029W

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to O.C.G.A. § 53-3-11)

DATE ORDER GRANTED: February 27, 2017

GRANTOR: *[NAME OF DECEDENT]* LOWE LAMAR BRADY

GRANTEE: *[FULL NAME OF EACH PERSON AWARDED YEAR'S SUPPORT. The Surviving Spouse and/or minor child(ren)]*
RHETA B. BRADY

ADDRESS OF GRANTEE:

1678 Fort Howard Road, Rincon, Effingham, Georgia 31326

GPCSF 10

191

EFF July 2016

LEGAL DESCRIPTION OF REAL PROPERTY AND INTEREST THEREIN:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing One (1) acres, more or less, being known and designated on the plat hereinafter referred to as Parcel Two-A (2-A).

Express reference is hereby made to a map or plat of said lands herein described prepared by Paul D. Wilder, R.L.S. #1559, dated June 20, 1986, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 18, page 88, for better determining the metes and bounds of said lands herein described.

ALSO, ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing One and Thirty-Five Hundredths (1.35) acres, more or less, being known and designated on the plat hereinafter referred to as Parcel One-C (1-C).

ALSO, ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Eight and Thirty-Five Hundredths (8.35) acres, more or less, being known and designated on the plat hereinafter referred to as Parcel Two-B (2-B).

Express reference is hereby made to a map or plat of said lands herein described prepared by Paul D. Wilder, R.L.S. #1559, dated June 20, 1986, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 18, page 88, for better determining the metes and bounds of said lands herein described.

This being the same property conveyed by Quitclaim Deed from Rheta B. Braddy to Lowe L. Braddy, Sr., dated June 20, 1997, recorded in said Clerk's Office in Deed Book 439, page 95.

Original Certificate delivered or mailed to Clerk of Superior Court of Effingham County on 2/27/ . 2016 7

Certificate prepared by

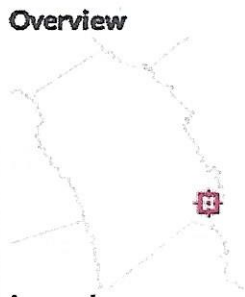
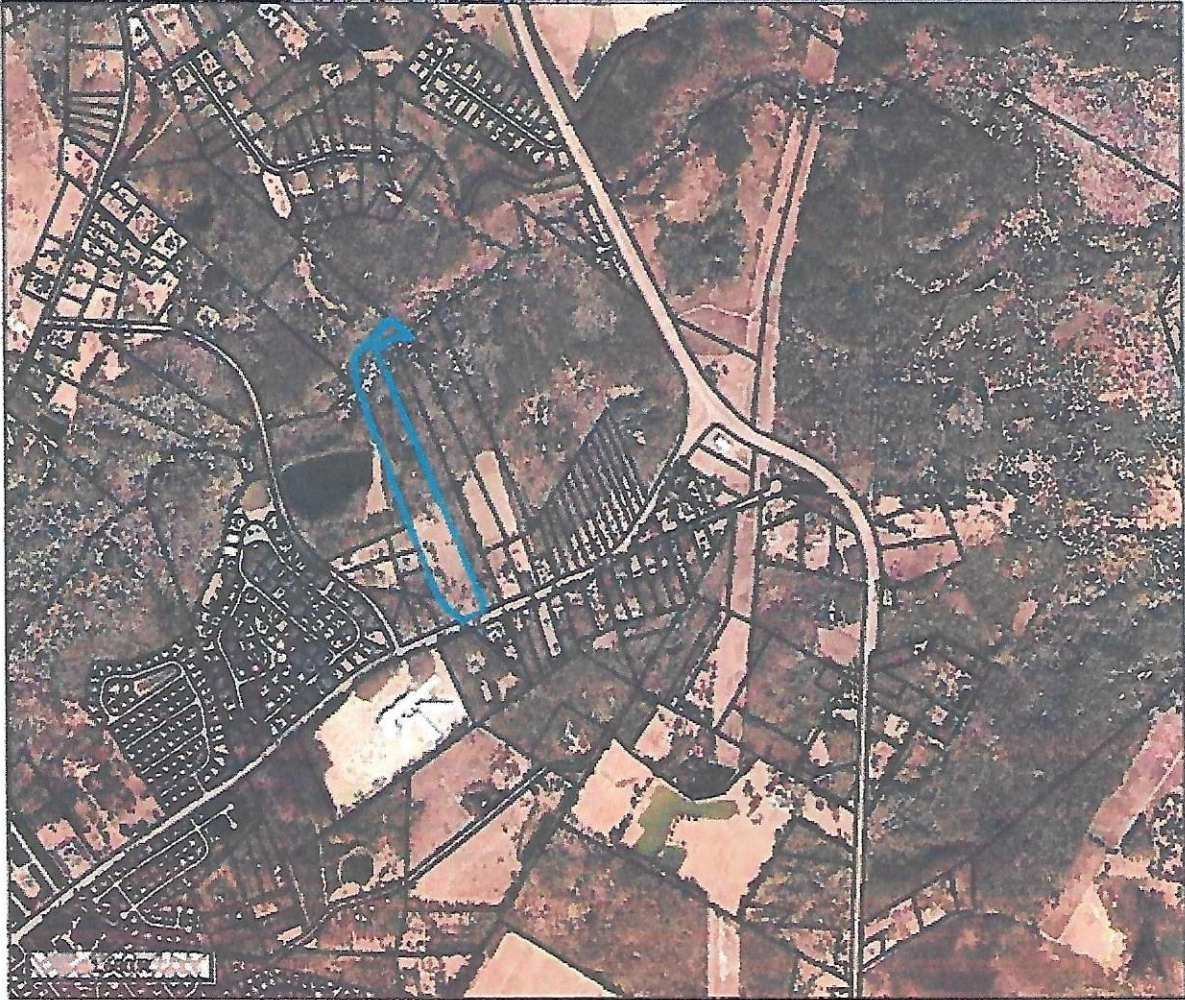

SIGNATURE OF ATTORNEY



State Bar # 597300

I do hereby certify that the above information is based on the Order of the Probate Court issued on the date set out above and that the above information is true and correct

By: 
Clerk of the Probate Court

700 N. Pine Street, Suite 146
Probate Court Return Mailing Address
Springfield, Georgia 31329



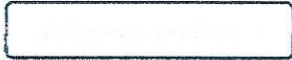
Legend
 Parcels
 Roads

Parcel ID	04630029	Owner	BRADDY RHETA B	Last 2 Sales			
Class Code	Residential		1678 FORT HOWARD ROAD	Date	Price	Reason	Qual
Taxing District	01-County		RINCON GA 31326	12/19/2016	0	Y	U
	01-County	Physical Address	1678 FORT HOWARD RD	6/20/1997	0	UI	U
Acres	19.05	Assessed Value	Value \$152385				

(Note: Not to be used on legal documents)



Assessment Notice



Summary

Parcel Number 04630029
 Location Address 1678 FORT HOWARD RD
 Legal Description 19.05 AC 24X60 72 MH/ADD
 (Note: Not to be used on legal documents)
 Class R4-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning AR-1
 Tax District 01-County (District 01)
 Millage Rate 29.068
 Acres 19.05
 Neighborhood 04630: LAND: 00000 / BLDG: 00000 (001452)
 Homestead Exemption Yes (S4)
 Landlot/District N/A / 9TH

[View Map](#)

Owner

BRADDY RHETA B
 1678 FORT HOWARD ROAD
 RINCON, GA 31326

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	14.05
RUR	Small Parcels	Rural	1	5

Mobile Homes

Style	Manufacturer	Model	YearBuilt	WidthLength	SerialNumber	Condition	Value
Mobile Homes	GUERDON	NEW GENERATION	1972	24 x 60	G02686	Average	\$11,398

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
OLD HOUSE-NOW STORAGE ONLY	2015	0x0 / 1	1	\$50
SANITATION - ELDERLY	2011	0x0 / 0	1	\$0
SANITATION - REGULAR	2011	0x0 / 0	3	\$0
FIRE FEE-RES	2010	0x0 / 0	4	\$0
HOME SITE GOOD	2000	0x0 / 1	1	\$18,500
IMPLEMENT SHED, ROOF ONLY	1900	16x24 / 0	1	\$533

Prebill Mobile Homes

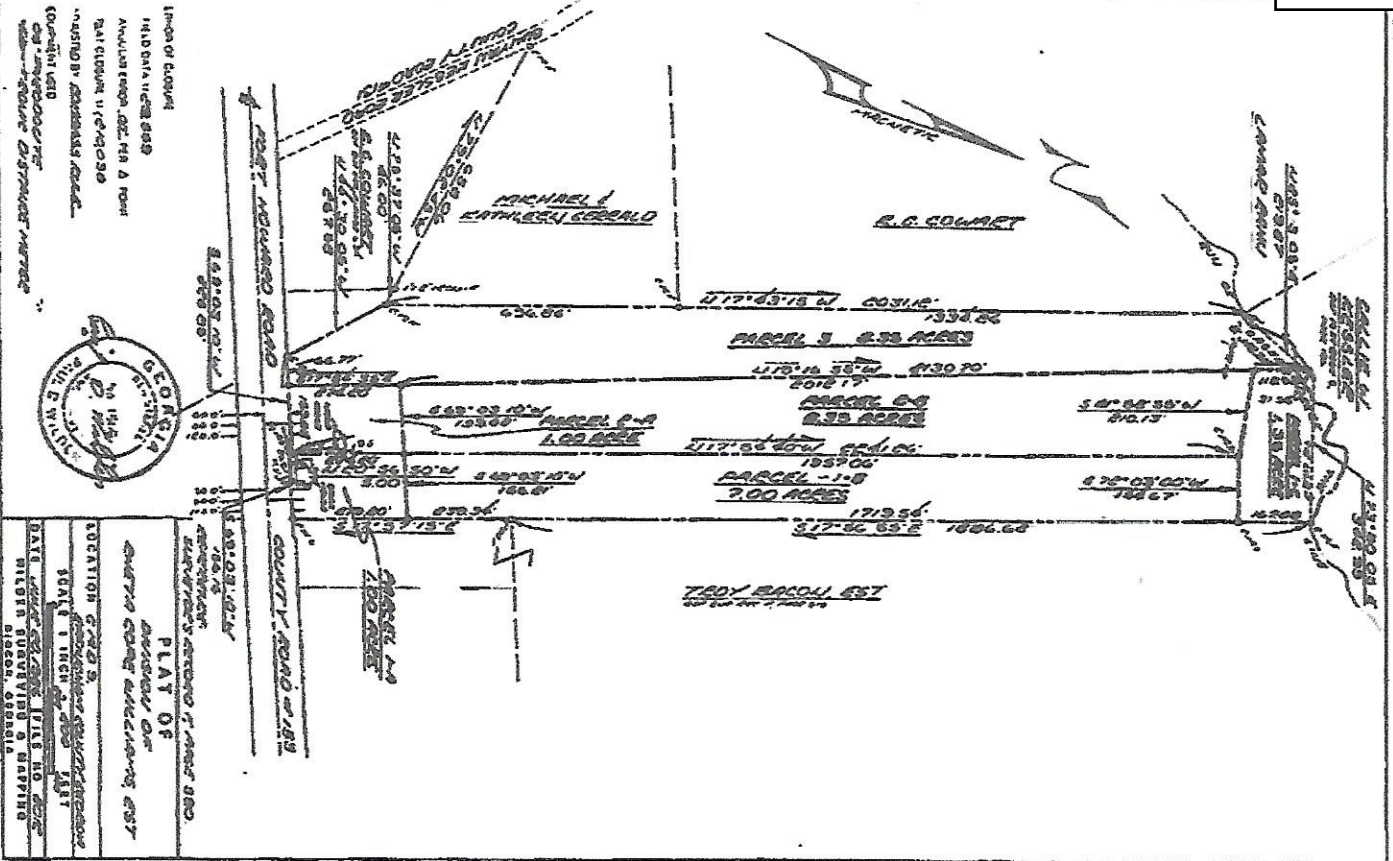
Account Number	Owner	Lot Number	Year Built	Manufacturer	Model	Width x Length
<u>386</u>	BRADDY LOWE L & RHETA		1992	HORTON HMS	HORTON HMS	14x56
<u>387</u>	BRADDY SR LAMAR		1975	FLINSTONE	VEGA	12x60
<u>2741</u>	LOWE LBRADDY SR & RHETA		1988	BRIGADIER IND	BRIGADIER	24x52

Sales

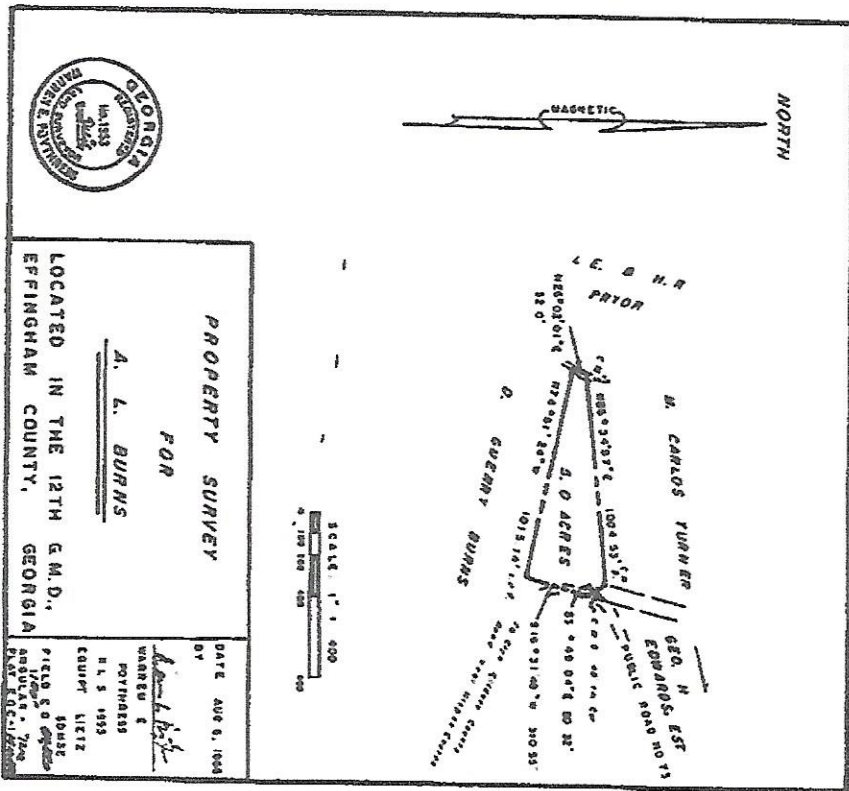
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/19/2016	2393 40	18 88	\$0	Year's Support	BRADDY RHETA & LOWE SR	BRADDY RHETA B
6/20/1997	439 095	18 88	\$0	Unqualified - Improved		BRADDY RHETA & LOWE SR

Valuation

	2020	2019	2018	2017
Previous Value	\$189,833	\$142,746	\$142,746	\$143,176
Land Value	\$121,904	\$159,352	\$112,265	\$112,265
+ Improvement Value	\$11,398	\$11,398	\$11,398	\$11,398
+ Accessory Value	\$19,083	\$19,083	\$19,083	\$19,083
= Current Value	\$152,385	\$189,833	\$142,746	\$192,746



AL3-B1



AL3-B2

1898

PROPERTY SURVEY
FOR
A. L. BURNS
LOCATED IN THE 12TH E.M.D.,
EFFINGHAM COUNTY, GEORGIA

DATE AUG 6, 1898
BY *A. L. Burns*
WARDEN &
POYNTHISS
R. S. 1898
EQUIP. LIST
1898
PIELES & O'NEILL
ANGLERS, 729
P.O. OFFICE

Browner has concerns about how this will impact the residents in the area. This is the most populated area around any school why can't they use one of the other schools with a big parking lot. Lieutenant Thompson asked Ms. Bradshaw why couldn't she use Effingham County High Schools parking lot, she said usually they have to get into the High School and she is not sure what their policy is because of COVID-19. She chose this location because she has access to the Rincon Learning Center, she was trying to work with the access she had. Lieutenant Thompson said the high school would be a better location because it is big enough to hold a staging area and a route, it would be safer. Mrs. Kelly asked about moving it to the middle of the day, similar to what the Manna House does, they serve 700 to 800 families. Councilmember Browner said that is another concern having it for a short time period, increasing the time could be a solution. Ms. Bradshaw said she was advised that a shorter period of time would encourage people to come and not wait to stagger in. Ms. Bradshaw said they did consider Saturday but there was an event at the ball field.

Motion to approve: Councilmember Kirkland

There was no second.

Motion died due to lack of a second motion.

2. Request filed by Lamar Crowell with Keystone Homes, Inc., for Final Site plan approval for Hickory Knob Subdivision, Phase 12. The property is owned by K7 Properties, LLC. The property is zoned R-5 (Residential – One unit detached conventional house). (Map and Parcel # R2630002A00)

Mr. Neil McKenzie, with Coleman Company was present. One of the concerns at the last meeting was the impact on the Kate's Cove pond. Mr. McKenzie said he did reach out to the Rincon and asked the engineer to weigh in on the request and he feels like it would have no impact on the Kate's Cove pond. They are going add additional volume to the pond on site.

Motion to approve: Councilmember Long

Second: Councilmember Scott

Vote by Council: Unanimous

3. Vote on the first reading of an ordinance to annex 19.05 acres located at 1678 Fort Howard Road; property is owned by Rheta B. Braddy (Map# 04630029).

Mr. Snooks the realtor was present. Mrs. Kelly said the Planning and Zoning Board recommend approval. The property is zoned AR-1 and it will be rezoned to R4.

Motion to approve: Councilmember Scott

Second: Councilmember Browner

Vote by Council: Unanimous

4. Request approval of pay request #1 from Potter Construction in the amount of \$80,238.15 for the Omni Trax Utility Extension. LI #510.9501.541490

Chief Murrell presented Lieutenant Daniel Thompson and Sergeant Brad Hayes with plaques to recognize their promotions.

New Business:

1. Second reading of an ordinance to annex 19.05 acres located at 1678 Fort Howard Road; property is owned by Rheta B. Braddy (Map# 04630029).

Mr. Snooks the realtor for the project was present. Mrs. Kelly stated for the record that the site plan that was turned in for this property was R5 but Mr. Snooks wanted to move forward with R4 and apply for the R5 later on. Mrs. Kelly also said that Mr. Snook said this property would also require a lift station and she informed him that he would need to speak with City Manger Klimm.

Motion to approve: Councilmember Scott

Second: Councilmember Daniel

Vote by Council: Unanimous

Public Hearing #1

Turn meeting over to public hearing officer, Raymond Dickey:

Open public hearing: 7:12 PM

Public Hearing on petition filed by Simcoe Investment Group, LLC requesting a Zoning Map Amendment for a 19.05 acre parcel located on 1678 Fort Howard Road to amend the zoning from AR-1 (Single Family Detached) to R4 (Single Family Residential); the property is owned by Rheta Braddy. (Map# 04630029).

Attorney Dickey asked was property marked, was an ad placed in the legal organ, and property owners notified, Lucinda Whatley said yes. Mr. Snooks was present he said Simcoe would be at the next meeting.

Close public hearing: 7:14 PM

Turn the meeting back over to Mayor Lee.

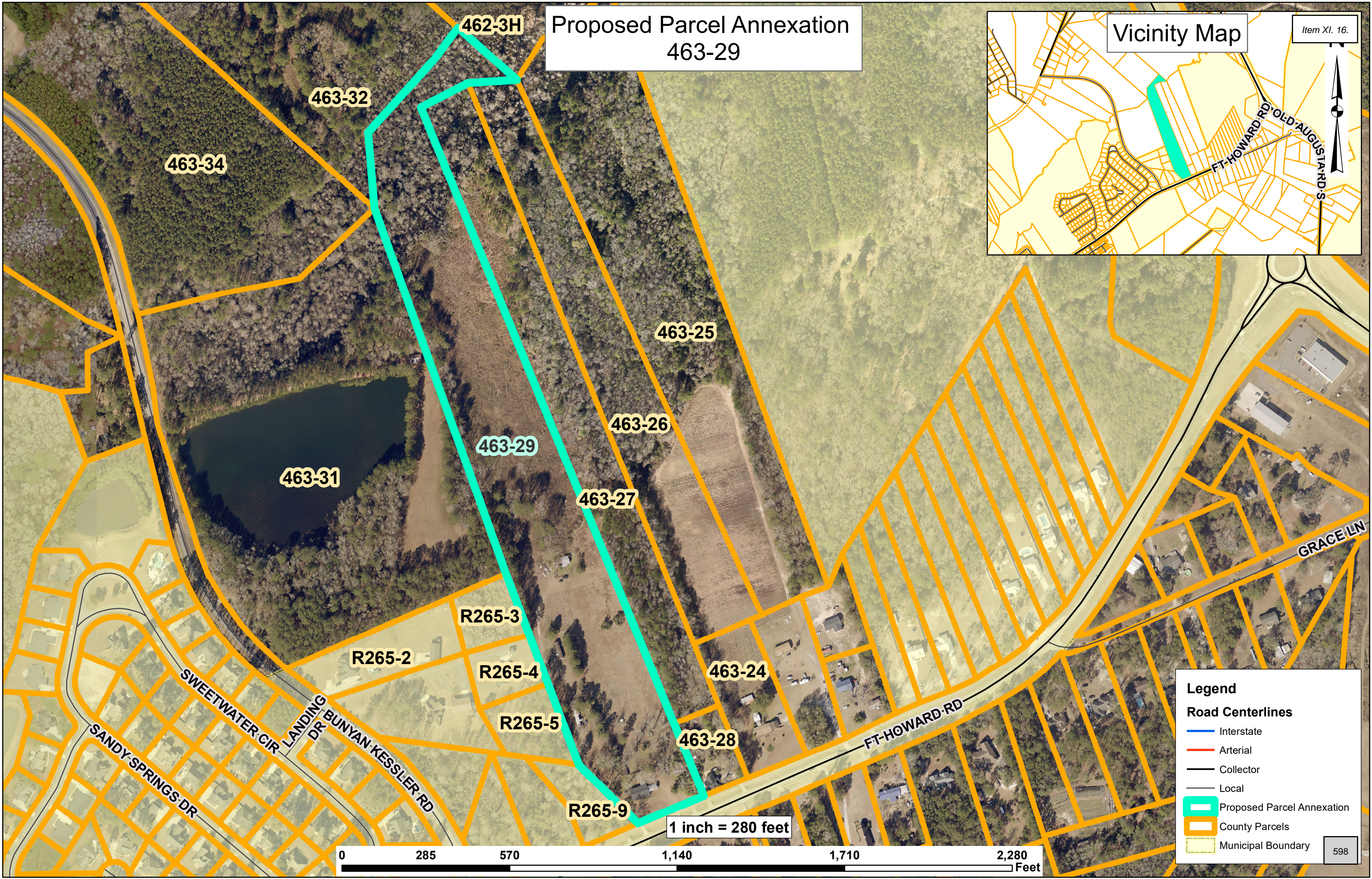
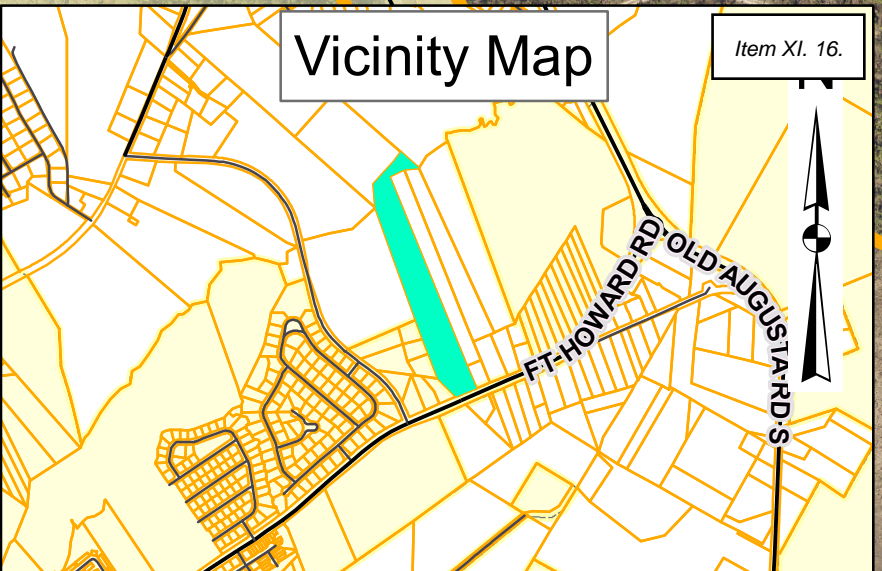
Vote on the first reading on petition filed by Simcoe Investment Group, LLC requesting a Zoning Map Amendment for a 19.05 acre parcel located on 1678 Fort Howard Road to amend the zoning from AR-1 (Single Family Detached) to R4 (Single Family Residential); the property is owned by Rheta Braddy. (Map# 04630029)

Motion to approve: Councilmember Daniel

Second: Councilmember Scott

Vote by Council: Unanimous

Proposed Parcel Annexation 463-29



Legend

Road Centerlines

- Interstate
- Arterial
- Collector
- Local

- Proposed Parcel Annexation
- County Parcels
- Municipal Boundary