



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

**May 02, 2023 – 5:00 PM**

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

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

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

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

**Agenda**

**Watch us live on our YouTube page:**

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the April 18, 2023 work session and regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - 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. [2023-199 Agreement]**  
 Consideration to approve to renew the Clinical Services Agreement between Effingham County and the Effingham Hospital, Inc.



**2. [2023-200 Agreement]**

Consideration to approve to renew the Intergovernmental Agreement with the Georgia Department of Public Safety for antenna/receiver space on the County tower located at the transfer site on Courthouse Road

**3. [2023-201 Agreement]**

Consideration to approve to renew the Rental Agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex

**4. [2023-202 Purchase]**

Consideration to ratify and affirm approval of an Enterprise vehicle order for Fleet Maintenance

**5. [2023-203 Contract]**

Consideration to approve to renew the Contract with McDaniel Supply Company for inmate commissary services at Effingham County Prison

**6. [2023-204 Policy]**

Consideration to approve a Standard Operating Procedures -Grievances Policy for the Office of Probation

**7. [2023-205 Job Description]**

Consideration to approve a Job Description for a Deputy Chief Probation Officer for the Probation department

**8. [2023-206 Grant Application]**

Consideration to approve to submit a Grant Application to USDA Equipment Grants Program (EGP)

**9. [2023-207 Grant Application]**

Consideration to approve a Grant Application to the Georgia Office of Highway Safety (GOHS) 2024 GA & TEN Grant Programs

**10. [2023-208 Grant Application]**

Consideration to approve to submit a Grant pre-application to the Department of Natural Resources Land & Water Conservation Fund (LWCF)

**11. [2023-209 Grant Application]**

Consideration to approve to submit a Grant Application to FEMA Homeland Security Grant Program (HSGP)

**12. [2023-210 Agreement]**

Consideration to approve to ratify and affirm the Second Term Amendment of the Stormwater Master Plan Y1 Agreement

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

**1. [2023-158 Assemblage Permit]** *Katie Dunnigan*

Consideration to approve an Assemblage Permit for Sonja Hall-Johnson to close a section of Standard Lane on September 2, 2023, beginning at 3:00PM, to hold a "block party" on Standard Lane, **Map# 366C Parcel# 15,56 through Map# 366C Parcel# 11B01** in the **Third District** (*postponed from 4/4/2023*)

**2. [2023-176 Public Hearing]** *Teresa Concannon*

The Planning Board recommends denial of a request by **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** to **rezone** 288.36 acres located on Midland Road from **AR-1 & I-1 to R-3 & R-5**, to allow for a 549-unit single family and multi-family residential development **Map# 396 Parcels# 62, 62A** in the Second District (*this item was postponed 03/07/2023, 04/04/2023*)

**3. [2023-177 Second Reading]**

Consideration to approve the Second Reading of an application by **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** to **rezone** 288.36 acres located on Midland Road from **AR-1 & I-1 to R-3 & R-5**, to allow for a 549-unit single family and multi-family residential development **Map# 396 Parcels# 62, 62A** in the Second District (*this item was postponed 03/07/23, 04/04/2023*)

**4. [2023-197 Change Order]** *Alison Bruton*

Consideration to approve Change Order# 1 to Pond & Company for Baker Park Improvements - Task order 23-REQ-002 (*this item was postponed 04/18/2023*)

**XI. New Business**

**1. [2023-211 Grant Award]**

Consideration to approve to accept a Grant Award from the Governor's Office of Planning & Budget (OPB) Drinking Water Projects to Support Increased Population Grant Program

**2. [2023-212 Change Order]** *Alison Bruton*

Consideration to approve Change Order# 2 for Pond & Company for design and construction management services of a Facility Renovation Package

**3. [2023-213 Change Order]** *Alison Bruton*

Consideration to approve Change Order #4 for Ranger Construction for the Full Depth Reclamation and Emulsion (FDRE) of Ash Roads

**4. [2023-214 Change Order]** *Alison Bruton*

Consideration to approve Change Order #3 for Roberts Civil Engineering for the Full Depth Reclamation & Emulsion (FDRE) for Ash Roads Design and Construction Management

**5. [2023-215 Change Order]** *Alison Bruton*

Consideration to approve Change Order #2 to the LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

6. **[2023-216 Change Order]** *Alison Bruton*

Consideration to approve Change Order #2 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

7. **[2023-217 Proposal]** *Sarah Mausolf*

Consideration to approve a Proposal from Paycor for a HRIS/Payroll software system

8. **[2023-218 Job Description]** *Sarah Mausolf*

Consideration to approve a new Job Description for a Fire Inspector for Development Services

9. **[2023-219 Annexation]** *Stephanie Johnson*

Consideration to approve a request for Annexation as submitted by the City of Guyton for a property located on Brogdon Road Map# 319 Parcel# 13

10. **[2023-220 Deed]** *Lee Newberry*

Consideration to approve a Warranty Deed consisting of 0.91 of an acre more or less between David W. Seckinger Jr. and Brenda S. Donaldson f/k/a Brenda S. Argazzi and the Board of Commissioners of Effingham County

**XII. Reports from Commissioners & Administrative Staff**

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

**XIV. Executive Session Minutes - Consideration to approve the April 18, 2023 executive session minutes**

**XV. Planning Board - 6:00 pm**

1. **[2023-221 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Douglas Ken Williams** to **rezone** 1.9 of 6.9 acres located at 3270 Highway 17 South from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 325 Parcel# 3** in the **First District**

2. **[2023-222 Second Reading]**

Consideration to approve a Second Reading of an application by **Douglas Ken Williams** to **rezone** 1.9 of 6.9 acres located at 3270 Highway 17 South from **AR-1** to **AR-2** to allow for the separation of a home site **Map# 325 Parcel# 3** in the **First District**

3. **[2023-223 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Karen Brindley** as Applicant, and Agent for **Hoyt Brindley & Tina Keener** requests to **rezone** 2.52 of 66.48 acres located on Blue Jay Road from **AR-1 & R-1** to **AR-1 & AR-2** to allow for a recombination and subdivision of adjacent parcels **Map# 432 Parcels# 44 & 45** in the **Second District**

4. **[2023-224 Second Reading]**

Consideration to approve a Second Reading of an application by **Karen Brindley** as Applicant, and Agent for **Hoyt Brindley & Tina Keener** requests to **rezone** 2.52 of 66.48 acres located on Blue Jay Road from **AR-1 & R-1** to **AR-1 & AR-2** to allow for a

recombination and subdivision of adjacent parcels **Map# 432 Parcels# 44 & 45** in the **Second District**

**5. [2023-225 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Dillon D. Pippin** as Agent for **James Anthony Killian** to **rezone** 0.121 of 6.14 acres located on Floyd Avenue from **AR-1** to **AR-2** to allow for combination with an adjacent parcel **Map# 296 Parcel# 63** in the **Second District**

**6. [2023-226 Second Reading]**

Consideration to approve a Second Reading of an application by **Dillon D. Pippin** as Agent for **James Anthony Killian** to **rezone** 0.121 of 6.14 acres located on Floyd Avenue from **AR-1** to **AR-2** to allow for combination with an adjacent parcel **Map# 296 Parcel# 63** in the **Third District**

**7. [2023-227 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Rhonda E. Bartley** for a **variance** located at 485 Standard Lane from section 5.1.4, required building setbacks, to allow for the placement of a mobile home, zoned **AR-1**. **Map# 366B Parcel# 29**, in the **Third District**

**8. [2023-228 Second Reading]**

Consideration to approve the Second Reading of an application by **Rhonda E. Bartley** for a **variance** located at 485 Standard Lane from section 5.1.4, required building setbacks, to allow for the placement of a mobile home, zoned **AR-1**. **Map# 366B Parcel# 29**, in the **Third District**

**9. [2023-229 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Mandi Malphus Rowe** to **rezone** 1.36 acres located on Fifth Street from **AR-1** to **AR-2** to allow for the combination of adjacent parcels **Map#422A Parcels#91 & 104**, in the **Third District**

**10. [2023-230 Second Reading]**

Consideration to approve the Second Reading of an application by **Mandi Malphus Rowe** to **rezone** 1.36 acres located on Fifth Street from **AR-1** to **AR-2** to allow for the combination of adjacent parcels **Map#422A Parcels#91 & 104**, in the **Third District**

**11. [2023-231 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Kash Redmond** requests to **rezone** 2 of 56.13 acres located at 986 Courthouse Road from **AR-1** to **AR-2** to allow for the creation of a home site **Map# 368 Parcel# 8B**, in the **Fourth District**

**12. [2023-232 Second Reading]**

Consideration to approve the Second Reading of an application by **Kash Redmond** requests to **rezone** 2 of 56.13 acres located at 986 Courthouse Road from **AR-1** to **AR-2** to allow for the creation of a home site **Map# 368 Parcel# 8B**, in the **Fourth District**

[13.](#) **[2023-233 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Adrian Webber** as Agent for **Wayne Bowen** to **rezone** .91 acres located on Goshen Road Extension from **B-3** to **I-1** to allow for increased use potential of existing structures **Map# 465D Parcel# 18**, in the **Fifth District**

[14.](#) **[233-234 Second Reading]**

Consideration to approve the Second Reading of an application by **Adrian Webber** as Agent for **Wayne Bowen** to **rezone** .91 acres located on Goshen Road Extension from **B-3** to **I-1** to allow for increased use potential of existing structures **Map# 465D Parcel# 18**, in the **Fifth District**

[15.](#) **[2023-235 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Adrian Webber** as Agent for **Wayne Bowen** for a **variance** from required development buffers between existing developed parcels located on Goshen Road Extension, zoned **B-3**, proposed zoning **I-1**. **Map# 465D Parcel# 18**, in the **Fifth District**

[16.](#) **[2023-236 Second Reading]**

Consideration to approve the Second Reading of an application by **Adrian Webber** as Agent for **Wayne Bowen** for a **variance** from required development buffers between existing developed parcels located on Goshen Road Extension, zoned **B-3**, proposed zoning **I-1**. **Map# 465D Parcel# 18**, in the **Fifth District**

[17.](#) **[2023-237 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** to **rezone** 1.53 acres located on Shawnee Road & GA Highway 21 North from **B-1 & AR-1** to **B-2** for the development of a commercial retail site **Map# 264A Parcels# 20&21** in the **Third District**

[18.](#) **[2023-238 Second Reading]**

Consideration of a Second Reading to approve an application by **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** to **rezone** 1.53 acres located on Shawnee Road & GA Highway 21 North from **B-1 & AR-1** to **B-2** for the development of a commercial retail site **Map# 264A Parcels# 20&21** in the **Third District**

[19.](#) **[2023-239 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approving an application by **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** for a **Variance** from the required development buffers located on Shawnee Road & GA Highway 21 North **Map# 264A Parcels# 20&21** in the **Third District**

[20.](#) **[2023-240 Second Reading]**

Consideration to approve a Second Reading of an application by **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** for a **Variance** from the required development buffers located on Shawnee Road & GA Highway 21 North **Map# 264A Parcels# 20&21** in the **Third District**

[21.](#) **[2023-241 Public Hearing]** *Teresa Concannon*

The Planning Board recommends approval of a request by **Greg Coleman** as Agent for **William Roger Spikes III et al** to **rezone** 14.86 acres located on Old Augusta Road from **AR-1 & AR-2** to **I-1** to allow for industrial development **Map#477 Parcels# 2,3,4** in the **Fifth District**

[22.](#) **[2023-242 Second Reading]**

Consideration to approve the Second Reading of an application by **Greg Coleman** as Agent for **William Roger Spikes III et al** to **rezone** 14.86 acres located on Old Augusta Road from **AR-1 & AR-2** to **I-1** to allow for industrial development **Map#477 Parcels# 2,3,4** in the **Fifth District**

[23.](#) **[2023-243 Sketch Plan]** *Teresa Concannon*

The Planning Board recommends approval of a request by **Greg Coleman** as Agent for **William Roger Spikes III et al** for approval of a **sketch plan** for “Effingham Business Center” located on Old Augusta Road, zoned **AR-1, AR-2, I-1**, proposed zoning **I-1**. **Map#477 Parcels# 2,3,4,8,9** in the **Fifth District**

[24.](#) **[2023-181 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approval of a request by **3 Byrds Development, LLC** to **rezone** 39.46 acres located on Hwy 30. from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development **Map# 352 Parcel# 18** in the **First District** (*this item was postponed 04/04/23*)

[25.](#) **[2023-182 Second Reading]**

Consideration of a second reading to approve a request by **3 Byrds Development, LLC** to **rezone** 39.46 acres located on Hwy 30. from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development **Map# 352 Parcel# 18** in the **First District** (*this item was postponed 04/04/23*)

[26.](#) **[2023-185 Sketch Plan]**

The Planning Board recommends denial of a request by **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** for approval of a **Sketch Plan** for Baker Hill located on Old Augusta Road between Chimney Road and Caroni Drive, zoned **AR-1**; proposed zoning **R-3 Map# 476 Parcels# 71,72,78**, in the **Fifth District** (*this item was postponed 05/02/2023*)

**XVI. Adjournment**

## Staff Report

**Subject:** Approval of Clinical Services Agreement

**Author:** Alison Bruton, Purchasing Agent

**Department:** Jail/Prison

**Meeting Date:** 05/02/2023

**Item Description:** Clinical Services Agreement between Effingham County and the Effingham Hospital, Inc.

**Summary Recommendation:** Staff recommends approval of the Clinical Services Agreement between Effingham County and the Effingham Hospital, Inc.

### Executive Summary/Background:

- Effingham County desires to contract with the Hospital for the provision of clinical services to inmates and other individuals in the custody of its jail
- The Hospital has agreed that it shall provide, through its employed and contracted health care providers, clinical health services to such individuals.
- In exchange for the Clinical Services provided under this Agreement, the County shall pay the Hospital the then-current Medicaid rate for each Clinical Service provided to an Inmate.
- Either party may terminate this Agreement at any time upon at least sixty (60) days' prior written notice to the other party.
- This agreement has been reviewed and approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Approval of the Clinical Services Agreement between Effingham County and the Effingham Hospital
2. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Prison, County Attorney, Administration

**Funding Source:**

**Attachments:** Clinical Services Agreement



## CLINICAL SERVICES AGREEMENT

This Clinical Services Agreement (this “Agreement”) is made effective the 18th day of May, 2021 (the “Effective Date”) by and between Effingham Hospital, Inc., a Georgia nonprofit corporation (the “Hospital”), and Effingham County, Georgia, a body corporate and politic (the “County”).

**WHEREAS**, the County operates a jail in Effingham County, Georgia;

**WHEREAS**, the County desires to contract with the Hospital for the provision of clinical services to inmates and other individuals in the custody of its jail (the “Inmates”);

**WHEREAS**, as a service to its community, the Hospital has agreed that it shall provide, through its employed and contracted health care providers, clinical health services to such individuals.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Hospital.

1.1 Subject to the terms and conditions of this Agreement, the Hospital agrees that it shall provide clinical and other professional medical and hospital services (the “Clinical Services”) to Inmates that are brought to the Hospital’s main campus, clinics and other facilities.

1.2 Notwithstanding Section 1.1 or any other provision hereof, the Hospital shall not be required to provide any form of Clinical Services that are outside the scope of clinical services provided or made available by the Hospital and its health care providers.

2. Relationship of Parties and Tax Responsibilities. The parties agree and acknowledge that the Hospital and the County are independent parties contracting for the provision of Clinical Services, and nothing herein shall create, or be deemed to create, a partnership, joint venture, employee-employer relationship or any other relationship other than independent parties contracting for the provision of services. As independent contractors, each of the Hospital and the County shall not be authorized to bind or obligate the other. Each party shall be responsible for compensation, wages, benefits and other amounts owed to such party’s employees, agents and contractors and for any taxes or withholdings associated therewith.

3. Compensation.

3.1 In exchange for the Clinical Services provided under this Agreement, the County shall pay the Hospital the then-current Medicaid rate for each Clinical Service provided to an Inmate.

3.2 Within thirty (30) days of the end of each calendar month in which Clinical Services are provided pursuant to this Agreement, the Hospital shall submit an invoice to the County setting forth the amounts owed for Clinical Services provided in the immediately preceding month. The County shall pay each invoice within thirty (30) days of the invoice date. In the event of any dispute with respect to an invoice, the parties shall work together to promptly resolve any such dispute.

4. Duties of County.

4.1 The County shall ensure that each Inmate who receives Clinical Services pursuant to this Agreement is accompanied by and under the supervision and control of jailers and/or other members of County’s law enforcement. Except when required for the provision of Clinical Services, as determined by a medical professional, the County shall ensure that Inmates are handcuffed and restrained in accordance with established protocols of the County and best practices.

4.2 The County’s jailers and other members of law enforcement shall at all times maintain control over the person of each Inmate and shall ensure that each Inmate who receives Clinical Services does not disturb the Hospital’s health care providers, staff, other patients and visitors and does not disrupt the business operations of the Hospital. In the event an Inmate remains at a Hospital facility overnight, the County shall ensure that appropriately trained personnel remain with the Inmate at all times.

4.3 County personnel, along with the Inmate, shall be responsible for notifying the Hospital of any symptoms and conditions of the Inmate that require the provision of Clinical Services.

4.4 The County shall be responsible for transporting, or arranging for the transport of, the Inmates to Hospital facilities.

5. Term and Termination.

5.1 *Term.* This Agreement shall commence on the Effective Date and shall remain in force until June 30, 2022 (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each, a “Renewal Term”), unless either party shall provide the other party with notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Renewal Term or the Initial Term.

5.2 *Termination Without Cause.* Either party may terminate this Agreement at any time upon at least sixty (60) days’ prior written notice to the other party.

5.3 *Termination for Cause.* Either party may terminate this Agreement upon notice in writing to the other party if the other party materially breaches this Agreement in any manner and such material breach continues for a period of fifteen (15) days after written notice is given to the breaching party specifying the nature of the breach and requesting that it be cured; provided, however, Hospital may terminate

this Agreement immediately upon written notice to County if there are repeated instances of County failing to comply with its duties under Section 4 of this Agreement.

- 5.4 *Effect of Expiration or Termination.* Upon expiration or termination of this Agreement for any reason, no party shall have any further obligations hereunder except for: (a) obligations accruing prior to the date of expiration or termination, including the obligation of County to compensate Hospital for services provided hereunder through the date of expiration or termination, and (b) obligations, promises or covenants contained herein which are intended to extend beyond the term of this Agreement. Following the expiration or termination of this Agreement the parties shall cooperate with each other on any malpractice or other actions or suits, whether pending or threatened, which relate to the time period and services covered by this Agreement.
6. Access to Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the parties shall each make available, upon written request by the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement and their books, documents and records that are necessary to certify the nature and extent of the cost incurred with respect to any services furnished under this Agreement for which payments as may be made under the Medicare or Medicaid programs, if any. This Section shall survive expiration or termination of this Agreement.
7. Assignability. This Agreement shall not be assignable or delegable by County without the prior written consent of the Hospital, and any attempted assignment, transfer or delegation without the consent of the Hospital is null and void.
8. Change in Circumstances. If: (a) Medicare, Medicaid, or any other third-party payor, or any other federal, state or local law, rule, regulation or interpretation, at any time during the term of this Agreement, prohibits, restricts or in any way materially and adversely affects the arrangement contemplated by this Agreement, (b) there is any change in any federal, state, or local law rule, regulation or interpretation which materially and adversely affects either party or (c) any court of competent jurisdiction determines that any material provision of this Agreement is invalid, void, or unenforceable in whole or in part, ((a) (b), (c) separately and in the aggregate a "Material Change"), then the parties shall use their good faith best efforts to amend this Agreement in a manner which is consistent with any such Material Change and which substantially preserves for the parties the relative economic benefits of this Agreement. If the parties cannot reach an agreement on such amendment within thirty (30) days following notice by one party to the other of the Material Change, this Agreement may be immediately terminated by either party upon written notice to the other.
9. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10. Notices. All notices related to this Agreement shall be in writing and will be deemed to have been given when delivered personally or at the time sent, if sent by registered or certified United States mail, return receipt requested, postage prepaid, or by federal express or similar delivery service for overnight delivery, and addressed to the other party as follows or at such address as such party from time to time may indicate by written notice to the other party:

If to Hospital:

Effingham Hospital, Inc.  
459 GA-119  
Springfield, GA 31329  
Attention: Chief Executive Officer

If to County:

Effingham County, Georgia  
601 N. Laurel Street  
Springfield, GA 31329  
Attn: Effingham County B.O.C.

11. Non-Exclusion. Each of the parties hereby represents and warrants to the other party that such party is not excluded, debarred, curtailed, suspended or otherwise restricted from participation in any federal or state health care payor program, including, without limitation, Medicare and Medicaid.
12. Applicable Law; Venue. This Agreement will be controlled, construed and enforced in accordance with the laws of the State of Georgia, applied without regard to its conflict of law principles. Any dispute arising out of this Agreement shall be brought in the applicable federal or state courts for Effingham County, Georgia, and the parties hereby consent to the jurisdiction and venue of such courts. This Section shall survive expiration or termination of this Agreement.
13. Severability. If any provision or part of this Agreement is found to be totally or partially invalid, illegal or unenforceable, then the provision, unless amended by the mutual agreement of the parties hereto, shall be excised from this Agreement without affecting any other provision of this Agreement.
14. Amendments; Successors and Assigns. This Agreement may be amended, changed, or modified only by written agreement executed and signed by the parties hereto. The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous oral and written negotiations, agreements, commitments and understandings relating hereto.
16. Further Assurances. Each party shall execute and deliver any and all additional instruments and documents and do any and all such other and further acts and things as may be reasonably necessary or expedient to effectuate fully this Agreement and to carry out the relationship contemplated by this Agreement.
17. Headings. The headings and captions to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
18. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties and for their benefit. There is no intent by either party to create or to establish third party beneficiary status or rights or their equivalent in any subcontractor or other party which may be affected by the operation of this Agreement, and no such third party shall have any right to enforce or enjoy any benefit created or established under this Agreement.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, Hospital and County have caused this Agreement to be executed made effective as of the Effective Date.

EFFINGHAM HOSPITAL, INC.

By: *Dr. Kevin Warr* 4.13.21

EFFINGHAM COUNTY, GEORGIA

By: *Wesley M. Corbitt*  
Name: Wesley M. Corbitt  
Title: Chairman, Effingham County B.O.C.

## Staff Report

**Subject:** Consideration to renew the intergovernmental agreement with the Georgia Department of Public Safety for antenna/receiver space on the County tower located at the transfer site on Courthouse Road.

**Author:** Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief / EEMA Director

**Department:** EEMA

**Meeting Date:** 05/02/2023

**Item Description:** Renewal of the Intergovernmental Agreement with GA Dept. of Public Safety for antenna/receiver space on the County tower.

**Summary Recommendation:** Staff recommends Renewal of the Intergovernmental Agreement with GA Dept. of Public Safety for antenna/receiver space on the County tower

### Executive Summary/Background:

- The County has an intergovernmental agreement in place with the Georgia Department of Public Safety for antenna/receiver space on the County tower. The term of the intergovernmental agreement is July 1 2018 to June 30 2019 with eight (8) additional one-year renewals at the end of each term unless otherwise cancelled. This is for the fifth renewal from July 1, 2023 to June 30, 2024.
- The fee for the space is \$1.00 per year.
- The County provides standard utility power and back-up generator.

### Alternatives for Commission to Consider:

1. Board approval to renew the intergovernmental agreement with the Georgia Department of Public Safety for antenna/receiver space for the period July 1 2023 through June 30 2024.
2. Do not approve the agreement

### Recommended Alternative: 1

### Other Alternatives: 2

**Department Review:** Purchasing / EEMA

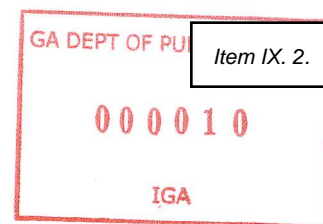
**Funding Source:** The cost incurred by the County is for standard utility power, upkeep of the tower and upkeep of the back-up generator

### Attachments:

1. Intergovernmental agreement with the Georgia Department of Public Safety
2. Renewal Request Letter from the Department of Public Safety Administrative Services



STATE OF GEORGIA  
COUNTY OF FULTON



### INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Effingham County (hereinafter "Landlord") and the Georgia Department of Public Safety, a department of the executive branch of the State of Georgia whose address for purposes of this Agreement is 959 United Avenue SE, Atlanta Georgia 30316 (hereinafter "Tenant").

**WHEREAS**, Landlord is the custodial agent of certain land located at 181 Recycle Way, Guyton Effingham County, Georgia 31312, **Latitude 32 16 56.9 North, Longitude 081 21 41.2 West** as shown on Exhibit "A", attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the "Premises"); and

**WHEREAS**, Landlord desires to lease space to Tenant at said Premises, and Tenant desires to lease the "Premises Space" on the terms and conditions stated herein; and

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

#### 1. USE OF RADIO COMMUNICATIONS TOWER

Landlord does hereby agree to lease the Premises Space to the Tenant for the purposes of placing upon the Premises radio equipment (hereinafter referred to as "Equipment"). Said Equipment is inventoried and listed on Exhibit "B" attached hereto and incorporated herein by reference.

#### 2. TERM

This Agreement shall commence on the 1 July 2018 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30 June 2019 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

#### 3. LANDLORD'S FAILURE TO DELIVER PREMISES

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises Space to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the option to terminate based upon the Landlord's failure to deliver the Premises Space then there shall be a total abatement of rent during the period between the date of commencement

[DPS Tenant IGA form 4.24.19]

and the time the Landlord delivers possession of the Premises to the Tenant.

**4. RENT**

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of One Dollar and 00/100 (\$1.00) per year (hereinafter referred to as "Rent"). All monthly rentals due hereunder shall be paid in advance on or before the 1<sup>st</sup> day of each calendar month during the Term of this Agreement.

**5. RENEWAL OPTIONS**

Tenant shall have no option to renew or extend the Term of this Agreement.

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

**6. RENEWAL RENTAL RATE**

Should Tenant renew this Agreement as provided as provided above, the following rates shall apply:

- a. State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) \$1.00 per year.
- b. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) \$1.00 per year.
- c. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) \$1.00 per year.
- d. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$1.00 per year.
- e. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) \$1.00 per year.
- f. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) \$1.00 per year.
- g. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) \$1.00 per year.
- h. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) \$1.00 per year.



## 7. TENANT'S RIGHT OF ACCESS

Landlord agrees that Tenant shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement. Free ingress and egress to said Premises is hereby granted to Tenant for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Tenant or persons under their direct supervision will be permitted to enter the Premises. At no time shall the Tenant move equipment belonging to Landlord or other third-party tenants from its original locations, add additional equipment to other equipment belonging to Landlord or other third-party tenants, or remove equipment belonging to Landlord or other third-party tenants from said Premises without the expressed written permission of the Landlord.

## 8. OPERATION OF EQUIPMENT

Tenant shall install, operate and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Tenant agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of Landlord, or other tenants on the leased premises who are operating within their FCC licenses, or to equipment or transmissions of Landlord, other tenants or other parties, not located on the leased premises, who are operating within their FCC licenses. In the event Tenant's Equipment causes such interference, Landlord shall notify the Tenant and, at its sole cost and expense, Tenant shall take all steps necessary to correct and eliminate such interference. The Landlord will cooperate with Tenant in the resolution of harmful interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Tenant agrees to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Tenant cannot eliminate such interference after using its best efforts to do so, this Agreement shall then immediately terminate without further obligation by either party, except for Tenant's obligation to pay all Rent owed to Landlord under this Agreement up to the date of such termination. If Tenant fails to cease using or operating the Equipment causing such interference beyond the prescribed time-frame of forty-eight (48) hours, Landlord has the right to disconnect the equipment causing such interference. If termination is necessary due to interference, Tenant has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises. In the event that the equipment or transmissions of Landlord or a third-party tenant of Landlord should cause harmful radio interference to the equipment or transmissions of Tenant, and upon written notice by Tenant to Landlord of such interference, Landlord shall attempt to coordinate with Tenant, the third party tenant and the Federal Communications Commission ("FCC") to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant's written notice), Landlord and Tenant

hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

**9. EQUIPMENT STIPULATIONS**

(a) All Equipment maintained on the Premises by Tenant as of the date of this Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the parties hereto.

(b) Landlord, or his designated representative, shall have the sole right initially and during the Term of this Agreement to:

(1) determine the location of the Equipment,

(2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),

(3) require Tenant to take whatever action is necessary to eliminate objectionable interference by Tenant's Equipment with equipment or transmissions of Landlord or any other tenant of the Premises who are operating within their FCC licenses. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Landlord.

**10. UTILITIES**

Landlord agrees to pay all utilities associated with the use of the Premises under this Agreement.

**11. END OF TERM**

At the expiration or termination of this Lease, Tenant shall remove all Equipment from the Premises, which was placed there by Tenant and shall restore the Premises to that condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

**12. MAINTENANCE, DAMAGE OR DESTRUCTION**

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property within the immediate vicinity of the radio communications tower and equipment building so as to reasonably prevent damage to the Landlord's improvements and the Premises caused by falling trees, limbs, woods or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises untenable, this Agreement may terminate at the option of either party. Tenant shall be responsible for the payment of all Rent due to Landlord through the date of termination. Nothing contained in this Agreement shall be construed as requiring Landlord or Tenant to rebuild all or any portion of the Premises.

**13. LIABILITY**

[DPS Tenant IGA form 4.24.19]



In connection with Tenant's use of Premises, Landlord shall not be liable to Tenant for any loss or damage, regardless of cause, except damage caused by Landlord's negligence.

**14. INSURANCE**

The State of Georgia is self-insured and can provide evidence of such upon written request.

**15. LIENS**

Tenant shall not permit any mechanics, materialman's or other liens to stand against the Premises for any labor or material furnished by the Tenant in connection with work of any character performed on the Premises by or at the direction of the Tenant.

**16. EMINENT DOMAIN**

If the radio communications tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, this Agreement shall terminate upon the date of such taking, and the Rent shall be apportioned to the date upon which the property is taken. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

**17. DEFAULT**

The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any Rent and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of Rent), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

**18. NOTICES**

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

[DPS Tenant IGA form 4.24.19]

If to Landlord: Effingham County Board of Commissioners  
Attn: Stephanie Johnson  
601 North Laurel Street  
Springfield, Georgia 31329-6816  
(912) 754-2123

If to Tenant: Georgia Department of Public Safety  
Attn: Communications Director  
959 United Avenue, SE  
Atlanta, Georgia 30316  
Telephone Number: (404) 430-8235  
Alternative: (404) 624-7080

With copy to: State Properties Commission  
Attn: Leasing Division  
270 Washington Street, Suite 2-129  
Atlanta, GA 30334  
Telephone Number: (404) 656-2355

Or any such other address as the parties may from time to time designate in writing.

**19. ASSIGNMENT**

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises Space or any part thereof without prior written consent of the Landlord, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

**20. WAIVER**

Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

**21. BINDING EFFECT**

This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**22. GEORGIA AGREEMENT**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

**23. SEVERABILITY**

[DPS Tenant IGA form 4.24.19]

Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

**24. ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations between such parties and can be amended, supplemented or changed only by agreement in writing which makes specific reference to this Agreement and which is signed by each party hereto.

(Signatures begin on next page and remainder of page is intentionally blank)



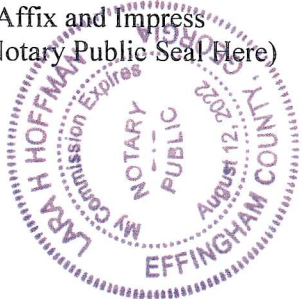
IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered as to Landlord in the presence of:

Lasheena Shiggo  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires: 8/12/22

(Affix and Impress Notary Public Seal Here)

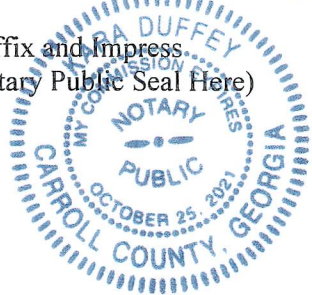


Signed, sealed and delivered as to Tenant in the presence of:

[Signature]  
Unofficial Witness

Wanda Duffey  
Notary Public  
My Commission Expires: 10/25/21

(Affix and Impress Notary Public Seal Here)



LANDLORD:

Effingham County, Georgia

By: Wesley M. Corbett  
Name: Wesley M. Corbett  
Title: Chairman

Attest: S. Johnson  
Name: Stephanie Johnson  
Title: County Clerk

TENANT:

The Georgia Department of Public Safety

By: [Signature]  
Name: HENRY JEDIG  
Title: MAJOR ADJUTANT DPS

Attest: [Signature]  
Name: Joan G. Crumpler  
Title: Deputy Legal Director, DPS

EXHIBIT A

[Radio Communication Tower Location]



# Rincon Tower IGA 0010



Google Earth

**Legend**  
MCCD LAVONIA



EXHIBIT B

[Inventory of Equipment]

1. 1- Base Radio
2. 1- Comprod 870-F2 VHF antenna
3. 1- 7/8" Coax



Colonel Christopher Wright  
Commissioner

**Department of Public Safety**  
**Administrative Services**  
959 United Ave. S.E.  
Atlanta, Georgia 30316  
Phone: (404) 624-7080

Lt. Colonel William W. Hitchens  
Deputy Commissioner

Major Steve Harrison  
HQ Adjutant

Tommy Crafton  
Director of Facilities

April 10, 2023

Effingham County  
601 North Laurel Street  
Springfield, Georgia 31329-6816

RE: Intergovernmental Agreement Number 000010

FY2024

Dear: Ms. Stephanie Johnson

The Intergovernmental Agreement dated **June 10, 2019** by and between **Effingham County** ("Landlord") and the Department of Public Safety ("Tenant") is up for renewal. This IGA provides that Tenant may lease space on Landlord's premises, as shown on Exhibit "A" to the agreement, including space on Landlord's radio communications tower and in Landlord's equipment building.

The IGA includes the following language in Section 5, Renewal Options:

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option.

The Department of Public Safety hereby notifies you of its desire, as Tenant, to exercise its option to extend the Term for a 12-month period beginning **July 1, 2023** and ending **June 30, 2024** under the same terms, conditions, and provisions of the IGA, including the rental rate of One Dollar and 00/100 (\$1.00) per year.

If you have any questions, you are welcome to contact me at **404-624-7800**.

Sincerely,

Tommy Crafton, Director of Facilities, DPS

TC:amf

## Staff Report

**Subject:** Consideration to renew the rental agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex.

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing

**Meeting Date:** 05/02/2023

**Item Description:** Consideration to approve the rental agreement with Action Pact for space in the Effingham County Annex.

**Summary Recommendation:** Staff recommends approval of the rental agreement with Action Pact for space in the Effingham County Annex

### Executive Summary/Background:

- The County has a rental agreement in place with Concerted Services who occupy office space in the Effingham County Annex. The office is used for Emergency and Energy assistance programs, case management, and weatherization services. Concerted Services were established as a community action agency under the Economic Opportunity Act of 1964 to combat poverty. Concerted Services has since changed their name to Action Pact.
- The renewal term will be July 1, 2023 through June 30, 2024.
- The monthly rent is \$0 in consideration of the services provided to Effingham County residents. The County pays for utilities and maintenance of the facility.
- The agreement can be terminated at any time by providing 30 days written notice to tenant.
- The County attorney has reviewed and approved the agreement.

### Alternatives for Commission to Consider:

1. Approve to renew the rental agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex.
2. Cancel the agreement.

### Recommended Alternative: 1

### Other Alternatives: 2

**Department Review:** Purchasing

**Funding Source:** Department 14 – Public Buildings - maintenance and utility costs

### Attachments:

Rental Agreement

Amendment 1

Amendment 2

STATE OF GEORGIA  
EFFINGHAM COUNTY

RENTAL AGREEMENT

**THIS AGREEMENT**, entered into this 18<sup>th</sup> day of May, 2021, by and between the Board of Commissioners of Effingham County, hereinafter Landlord, and Action Pact, previously named Concerted Services Incorporated, hereinafter Tenant.

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Effingham County, Georgia, such real property having a street address of 768 Hwy 119 South, Springfield, Georgia. The "Premises" is commonly referred to as the Effingham County Annex, and more particularly described as two offices and one waiting room inside the Effingham County Annex; and

**WHEREAS**, Tenant is a public service organization which provides extensive services to those in need of Emergency Assistance, Nutrition Services for the Elderly, Energy Assistance, and Case Management to the residents of Effingham County, Georgia; and

**WHEREAS**, the Board of Commissioners are the elected governing authority of Effingham County, Georgia, whose authority under Article IX, Section II, Paragraph III of the Constitution of the State of Georgia includes the power to enter into agreements to provide community services in furtherance of the public health and welfare

**WITNESSETH:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Tenant, said Landlord does hereby demise and let unto Tenant, and Tenant hires from Landlord, those Premises described above commencing on the date referenced above, or upon formal adoption of the rental agreement by both entities on the following terms and conditions:

**1. Term.** The initial term of this agreement shall be for one (1) year commencing at 12:00 a.m. on July 1, 2021 and shall expire on June 30, 2022. Upon the termination date, Tenant shall be required to vacate the Premises unless Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement. The Landlord may extend this Rental Agreement at the expiration of the aforementioned term, on a year to year basis for one (1) consecutive year. Said renewal or extension shall be upon the same terms and conditions as herein set forth and at the same monthly rate stipulated herein. Landlord may terminate the tenancy at any time by providing to Tenant 30 days written notice of intention to terminate. Tenant may terminate the tenancy at any time by providing to Landlord written notice of intention to terminate. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

**2. Rent.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. Tenant shall pay to Landlord zero DOLLARS (\$0) per month and continue to use the Premises for community assistance for residents of Effingham County for the Term of the Agreement.



**3. Permitted Uses.** It is understood and agreed by the parties that Tenant shall use said premises for its office space within Effingham County for the purposes set forth in Attachment A to this agreement, and for no other purposes without prior written consent of Landlord.

**4. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the use and occupancy of the premises.

**5. Defects in the Leased Premises.** Tenant accepts the premises "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. Tenant releases Effingham County from any and all claims, demands, or causes of action which tenant, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in Effingham County's premises.

**6. Repairs and Alterations.** Landlord shall be responsible for all maintenance and repairs to the grounds, building exterior, exterior walls, walkways, HVAC, fixtures, electrical wiring, plumbing, utility lines, and roof. Tenant shall be responsible for all maintenance and repairs to the interior except as to items for which the Landlord is responsible. Tenant shall not make structural alterations to the premises without the prior written consent of Landlord. All alterations, additions, or improvements to the premises shall become the property of Landlord and shall remain upon and be surrendered with the premises.

**7. Upkeep of Premises.** Tenant shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Landlord in as good condition as when received, ordinary wear and damage by the elements excepted.

**8. Assignment and Subletting.** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of Landlord.

**9. Utilities.** Landlord shall pay utility expenses, i.e. water, gas, electric and sanitation for the premises.

**10. Default.** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Landlord, at his/her option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

**11. Right of Entry.** Landlord reserves the right to enter every part of the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Tenant hereby grants permission to Landlord to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, and contractors at reasonable hours of the day.

**12. Destruction of the Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence

of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. If the premises are destroyed due to the negligent or willful acts or omissions of Tenant, its directors, officers, employees, agents, invitees, licensees, or guests, Tenant agrees to pay to Landlord a sum equal to the appraised value of the premises immediately preceding their destruction, as reflected by the records of the Board of Tax Assessors of Effingham County.

**13. Liability Insurance.** Tenant will carry liability insurance in such amounts as determined by Effingham County Board of Commissioners and will have Effingham County Board of Commissioners named as additional insured.

**14. Indemnification.** Tenant agrees to indemnify and hold Landlord harmless from any and all demands, claims, suits, losses, suits, or judgments of any kind or nature whatsoever arising from occurrences on the demised premises during the initial and any subsequent terms of this Agreement. Tenant further agrees to indemnify and hold Landlord harmless for any injury to Tenant’s directors, officers, employees, agents, invitees, and guests while in possession of the premises except for injury resulting from Effingham County’s willful acts or omissions.

**15. Attorney’s Fees.** Tenant shall be responsible for Landlord’s costs, including, but not limited to, reasonable attorney’s fees, should Landlord prevail in any action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof.

**16. NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if hand-delivered or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:  
Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, Georgia 31329

If to Tenant to:  
Action Pact  
510 Tebeau Street  
Waycross, GA 31501

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In the event of a change in any of the names and addresses above, Landlord shall advise each Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year below written.

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY

Wesley M. Corbitt  
Wesley Corbitt, Chairman

05/18/2021  
Date

ATTEST:

S. Johnson  
Stephanie Johnson, County Clerk

05/18/2021  
Date

TENANT

Bryan Singleton  
Bryan Singleton, Executive Director

4/26/2021  
Date

Elena Ryals  
Witness

4-26-21  
Date

## ATTACHMENT A

Action Pact, Inc. is a private non-profit organization originally established under the Economic Opportunity Act of 1964 to fight America's War on Poverty. Action Pact is one of approximately 1,000 such agencies across the nation known as a Community Action Agency.

Action Pact's mission is big. We strive to create equal opportunity by prioritizing progress over programs. We draw strength from our past and focus our energy on an even stronger future. With action pact's help, our communities will be full of neighbors who can support their families, boost their education, and have a meaningful impact.

Action Pact offers the following services in Effingham County:

Emergency Assistance – providing food, shelter, utility assistance, medical assistance, clothing and other basic needs.

Energy Assistance – offers a one-time payment of a heating bill for low-income households. Household in which every member is at least 65 years old or completely bedridden are treated with priority and can apply in November. Other households will be assisted starting in December if funds remain

Case Management Services – These services are for the specific purpose of assisting low-income individuals and families in the elimination or reduction of barriers to self-sufficiency. Clients work one on one with case managers to identify problem areas and develop a plan of action. Individual plans may include services such as employment assistance, budget counseling, legal aid, mortgage and credit counseling, and more.

Weatherization Services – including stopping major air infiltration, attic insulation, sidewall insulation, smart thermostats, compact fluorescent lamps, sealing and insulating HVAC duct systems and floor insulation.

**Amendment No. 1 to the  
Rental Agreement  
Executed May 18, 2021  
between  
Board of Commissioners of Effingham County  
and  
Action Pact**

**THIS AMENDMENT NO. 1** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **Action Pact** with offices at **768 Hwy 119 South, Springfield, GA.**

**WHEREAS**, THE COUNTY and Action Pact entered into a Rental Agreement dated May 18, 2022 for 768 Hwy 119 South, Springfield, GA (as amended, the "Rental Agreement"); and

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

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

1. Term: This Amendment allows for the Rental Agreement to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Except as specifically set forth herein, all other terms and provisions of the Rental Agreement shall remain unaffected by this Amendment and continue in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

**Action Pact**

**Effingham County Board of Commissioners**

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

By: Wesley M. Corbitt

Printed Name: \_\_\_\_\_

Printed Name: Wesley Corbitt

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

Title: Chairman

Dated: \_\_\_\_\_

Dated: 05/17/2022

**Amendment No. 2 to the  
Rental Agreement  
Executed May 18, 2021  
between  
Board of Commissioners of Effingham County  
and  
Action Pact**

**THIS AMENDMENT NO. 1** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **Action Pact** with offices at **768 Hwy 119 South, Springfield, GA.**

**WHEREAS**, THE COUNTY and Action Pact entered into a Rental Agreement dated May 18, 2022 for 768 Hwy 119 South, Springfield, GA (as amended, the "Rental Agreement"); and

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

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

1. Term: This Amendment allows for the Rental Agreement to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Except as specifically set forth herein, all other terms and provisions of the Rental Agreement shall remain unaffected by this Amendment and continue in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

**Action Pact**

**Effingham County Board of Commissioners**

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

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

Printed Name: \_\_\_\_\_

Printed Name: Wesley Corbitt

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

Title: Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Staff Report

**Subject:** Ratification of Approval of Enterprise vehicle order for Fleet Maintenance

**Author:** Alison Bruton, Purchasing Agent

**Department:** Fleet Maintenance

**Meeting Date:** May 2, 2023

**Item Description:** Approval of Enterprise vehicle orders for Fleet Maintenance

**Summary Recommendation:** Staff recommends approval for this vehicle.

### Executive Summary/Background:

- The vehicle included in this is:
  - Fleet Maintenance – 2023 RAM 3500 (4x4)

### Alternatives for Commission to Consider

1. Ratification of Approval of Enterprise vehicle order
2. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Purchasing, Finance, EOM

**Funding Source:** Will be included in FY24 budget

### Attachments:

1. Proposal #P1048350



# Open-End (Equity) Lease Proposal

Item IX. 4.

Date: 04/11/2023

Prepared For: Effingham County Board of Commissioners (505556)

Proposal Summary

Proposal #: P1048350

Prepared For: Bruton, Alison

Quantity: 1

Driver Information					Base Lease Payment										Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge <sup>1</sup>	Monthly Use Tax	Full Maint Program <sup>2</sup>	Additional Services <sup>3</sup>	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges <sup>4</sup>	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2023 RAM 3500 Chassis Tradesman/SLT 4x4 Regular Cab 167.5 in. WB - US					(0 P) Bright White Clearcoat / (0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat or HD Vinyl 40/20/40 Split Bench Seat w/2_G or Cloth 40/20/40 Bench Seat or Cloth 40/20/40												
7139570	Fleet Maintenance	GA	0.0000%	12,000	\$64,180.00	60	1.3500%	\$866.43	\$359.35	\$0.00	\$61.68		\$1,287.46	\$12,194.20	\$16,920.00	\$39.00	\$16,959.00
<b>Total Monthly Payment for 1 vehicles:</b>													<b>\$1,287.46</b>	<b>Total Initial Charges for 1 vehicles:</b>		<b>\$16,959.00</b>	

<sup>1</sup>Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

<sup>2</sup>See the following pages for details of Full Maintenance Service

<sup>3</sup>Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

<sup>4</sup>Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: Effingham County Board of Commissioners

Signature

Title

April 11, 2023

Date

37





# Open-End (Equity) Lease Proposal

Item IX. 4.

Date: 04/11/2023

Prepared For: Effingham County Board of Commissioners (505556)  
Prepared For: Bruton, Alison

## Capitalized Amount Calculations

Proposal #: P1048350  
Quantity: 1

Quote	Capitalized Prices/ Billed on Delivery	Capitalized Price of Vehicle <sup>1</sup>	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2023 RAM 3500 Chassis Tradesman/SLT 4x4 Regular Cab 167.5 in. WB - US (0 P) Bright White Clearcoat / (0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat or HD Vinyl 40/20/40 Split Bench Seat w/2_G or Cloth 40/20/40 Bench Seat or Cloth 40/20/40														
7139570	Capitalized Price	\$67,060.00		\$0.00	(\$16,920.00)		\$0.00			\$14,040.00	\$0.00	\$0.00	\$0.00	\$64,180.00
	Billed on Delivery		\$0.00	\$39.00	\$16,920.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,959.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

<sup>1</sup>Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



# Open-End (Equity) Lease Proposal

Item IX. 4.

Date: 04/11/2023

Prepared For: Effingham County Board of Commissioners (505556)  
Prepared For: Bruton, Alison

## Additional Services Details

Proposal #: P1048350  
Quantity: 1

Driver Information		Commercial Automobile Liability Enrollment	Physical Damage Management		Full Maintenance Program <sup>1</sup>				
Quote	Driver	Liability Limit	Comprehensive Deductible	Collision Deductible	Term	Total Contract Miles	Overmileage Charge	Brake Sets	Tires
2023 RAM 3500 Chassis Tradesman/SLT 4x4 Regular Cab 167.5 in. WB - US (0 P) Bright White Clearcoat / (0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat or HD Vinyl 40/20/40 Split Bench Seat w/2_G or Cloth 40/20/40 Bench Seat or Cloth 40/20/40									
7139570	Fleet Maintenance				60	60,000	\$0.0450	0	0

<sup>1</sup>The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Initials



# Open-End (Equity) Lease Proposal

Item IX. 4.

Date: 04/11/2023

Prepared For: Effingham County Board of Commissioners (505556)  
Prepared For: Bruton, Alison

## Aftermarket & Other Costs

Proposal #: P1048350  
Quantity: 1

### Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2023 RAM 3500 Chassis Tradesman/SLT 4x4 Regular Cab 167.5 in. WB - US (0 P) Bright White Clearcoat / (0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat or HD Vinyl 40/20/40 Split Bench Seat w/2_G or Cloth 40/20/40 Bench Seat or Cloth 40/20/40				
7139570	Fleet Maintenance	Legacy Auto Transporter	\$300.00	
7139570	Fleet Maintenance	Legacy Truck Body - 11 Ft Service Body	\$13,740.00	
<b>Total Aftermarket Equipment</b>			<b>\$14,040.00</b>	<b>\$0.00</b>

Initials



VEHICLE INFORMATION:

2023 RAM 3500 Chassis Tradesman/SLT 4x4 Regular Cab 167.5 in. WB - US
Series ID: DD8L64

Pricing Summary:

Table with 3 columns: Description, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: PW7 - (0 P) Bright White Clearcoat
Interior: X8 - (0 I) Diesel Gray/Black w/HD Vinyl 40/20/40 Split Bench Seat or HD Vinyl 40/20/40 Split Bench Seat w/2\_G or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Premium Bench Seat or Leather Trim 40/20/40 Bench Seat or Premium Cloth Bucket Seats

SELECTED OPTIONS:

Table with 5 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various options like Quick Order Package, Monotone Paint, Dual Batteries, etc.

**CONFIGURED FEATURES:**

## Body Exterior Features:

Number Of Doors 2  
 Driver And Passenger Mirror: manual folding side-view door mirrors  
 Convex Driver Mirror: convex driver and passenger mirror  
 Mirror Type: manual extendable trailer mirrors  
 Door Handles: black  
 Front And Rear Bumpers: black front and rear bumpers  
 Body Material: galvanized steel/aluminum body material  
 : trailering with harness  
 Grille: black grille  
 Upfitter Switches: upfitter switches

## Convenience Features:

Air Conditioning manual air conditioning  
 Air Filter: air filter  
 Cruise Control: cruise control with steering wheel controls  
 Passive Entry: Keyless Go proximity key  
 Steering Wheel: steering wheel with manual tilting  
 Day-Night Rearview Mirror: day-night rearview mirror  
 Emergency SOS: SiriusXM Guardian emergency communication system  
 Glove Box: glove box  
 Driver Door Bin: driver and passenger door bins  
 Dashboard Storage: dashboard storage  
 IP Storage: bin instrument-panel storage  
 Retained Accessory Power: retained accessory power  
 Power Accessory Outlet: 2 12V DC power outlets

## Entertainment Features:

radio SiriusXM AM/FM/Satellite-prep with seek-scan  
 Radio Data System: radio data system  
 Voice Activated Radio: voice activated radio  
 Speakers: 4 speakers  
 1st Row LCD: 2 1st row LCD monitor  
 Wireless Connectivity: wireless phone connectivity  
 Antenna: integrated roof antenna

## Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
 Cab Clearance Lights: cab clearance lights  
 Front Wipers: variable intermittent wipers  
 Tinted Windows: light-tinted windows  
 Dome Light: dome light with fade  
 Front Reading Lights: front reading lights  
 Variable IP Lighting: variable instrument panel lighting  
 Display Type: analog appearance  
 Tachometer: tachometer  
 Voltmeter: voltmeter  
 Compass: compass  
 Exterior Temp: outside-temperature display  
 Trip Odometer: trip odometer  
 Oil Pressure Gauge: oil pressure gauge  
 Water Temp Gauge: water temp. gauge  
 Oil Temp Gauge: oil temperature gauge  
 Engine Hour Meter: engine hour meter  
 Clock: in-radio display clock  
 Systems Monitor: driver information centre  
 Check Control: redundant digital speedometer  
 Water Temp Warning: water-temp. warning  
 Low Oil Level Warning: low-oil-level warning  
 Low Coolant Warning: low-coolant warning  
 Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Bulb Failure Warning: bulb-failure warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
Side Impact Bars: side-impact bars  
Ignition Disable: Sentry Key immobilizer  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Leather Upholstery: vinyl front seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Deluxe Sound Insulation: deluxe sound insulation  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 360-hp, 6.7-liter I-6 (diesel)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

## Staff Report

**Subject:** Consideration to allow the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing

**Meeting Date:** 05-03-2022

**Item Description:** Prison Commissary Contract Renewal

**Summary Recommendation:** Approval to renew

### Executive Summary/Background:

- The County has an agreement in place for prison inmate commissary services with McDaniel Supply Company. The term of the agreement is from July 1, 2016 until June 30, 2019, with annual automatic renewals unless terminated.
- McDaniel Supply Company have been the commissary provider since 2016.
- The County receives 41.2% commission on gross sales less tax.
- We receive approximately \$120,000 per year.

### Alternatives for Commission to Consider

1. Board approval to allow the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term from July 1, 2023 to June 30, 2024.
2. Do not approve the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one-year term from July 1, 2023 to June 30, 2024

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing and Prison

**Funding Source:** None required – system is ‘turn-key’ with all costs being the responsibility of McDaniel Supply Company.

**Attachments:** Commissary Contract with McDaniel Supply Company

## MCDANIEL SUPPLY COMPANY COMMISSARY SERVICE AGREEMENT

THIS COMMISSARY SERVICE AGREEMENT (the “Agreement”), is dated effective as of the 17<sup>th</sup> day of May, 20 16 (the “Effective Date”), by and between Effingham County Board of Commissioners, a political subdivision of the State of Georgia (the “Principal”), for the Effingham County Prison, located at 321 Hwy 119 South, Springfield, Georgia 31329 (the “Facility”), and McDaniel Supply Company, Inc., a Georgia corporation with a principal office located at 1275 East Cherry Street, Jesup, Georgia, 31546 (“MSC”). Each of the Principal and MSC is a “Party” to this Agreement and shall collectively be the “Parties.”

WHEREAS, MSC is in the business of providing commissary services and technologies to inmates on behalf of, and as an agent to, city, county, and state correctional facilities; and

WHEREAS, the Principal desires to avail itself of the commissary services offered by MSC for the purpose of providing materials and supplies to state or county inmates in accordance with the “Legal Authority” as applicable to the Facility provided in Section 13 below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for the mutual benefits to be derived from this Agreement, the Parties, each intending to be legally bound, hereby agree as follows.

- 1. Appointment.** The Principal hereby appoints MSC as its exclusive supplier of commissary products and services for inmates of the Facility and MSC accepts and assumes such appointment.
- 2. Scope of Service.** MSC hereby agrees to perform all services (collectively, the “Services”) in accordance with the terms stated in the Request for Proposals No. 16-16-002 dated March 1, 2016 set forth in **Exhibit A**, attached hereto, and incorporated herein by reference (the “Solicitation”).
- 3. Premises.** The Principal hereby grants to MSC an exclusive, royalty-free, non-sublicensable license, which is irrevocable for the Term of this Agreement, to such space within the Facility necessary to allow MSC to provide Services in accordance with the Solicitation (the “Premises”). The Principal shall ensure that the Premises meet all applicable federal, state, and local laws, codes, and ordinances applicable to occupation of the Premises by a commercial operation including maintenance and repair of all structural elements thereof. The Principal covenants and agrees with MSC that so long as MSC keeps and performs all the covenants and conditions to be kept and performed by MSC under this Agreement, MSC shall have quiet, undisturbed, and continued possession of the Premises, free from all claims of any kind, nature,



or description. The Principal shall provide MSC with sufficient and reliable security services for the Premises and utility services (including water, sewage, electricity, gas (as necessary), HVAC, and telephone within the Premises) (collectively, the “**Utilities**”), and shall maintain the Premises in good repair. The Principal shall reimburse MSC for any costs or expenses incurred by MSC to maintain or repair the Premises.

#### 4. **Equipment.**

A. *MSC Obligations.* During the Term of this Agreement and in accordance with the Solicitation, MSC agrees:

- (i) to install all necessary equipment, materials, supplies, tools, labor, insurance, accessories and services necessary to provide the Services as well as any software to support such equipment (the “**Equipment**”);
- (ii) to provide standard maintenance, repair, or replacement of the Equipment, including on-site support during business hours, 24/7 telephone support, custom enhancements, and periodic updates as necessary to provide the Services, but not including custom programming services, training, or troubleshooting for any hardware or equipment not owned by MSC; and
- (iii) to maintain insurance in accordance with the guidelines provided in the Solicitation or, if none, in customary, commercially reasonable amounts.

B. *Principal Obligations.* During the Term of this Agreement and in accordance with the Solicitation, the Principal agrees:

- (i) to maintain reasonable security against unauthorized use of or damage to the Equipment and to discontinue use and notify MSC promptly in the event of any irregularities in the functioning of the Equipment. In the event that the Equipment suffers damage caused by an inmate of the Facility, said inmate’s account shall be charged for all expenses related to its repair; and
- (ii) to implement and maintain security measures with respect to any software installed by MSC (the “**Software**”) that effectively restricts access to the Software only to authorized users, and protects the Software from unauthorized use, alteration, access, publication, and distribution. In no event shall such security measures be less restrictive than those the Principal employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, the Principal shall notify MSC within 24 hours.

C. *Proprietary Rights.* MSC retains all rights, title, and interest in the Equipment, including but not limited to, copyrights, database rights, and other neighboring rights, patents, trade secrets, trademarks, service marks, design rights, proprietary information rights and other intellectual property rights as may currently exist or may be developed by MSC anywhere in the world. The Principal shall not (i) copy (other than for back-up purposes), distribute, rent, lease or sublicense all or any portion of the Equipment; (ii) modify or prepare derivative works of any portion of the Equipment; (iii) use the Equipment in a computer-based services business or publicly display visual output of the Equipment, (iv) transmit any portion of the Equipment over a network, by telephone, or electronically using any means; or (v) reverse engineer, decompile or disassemble the Equipment. The Principal shall not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereon to indicate MSC's ownership. The Principal shall keep the Equipment free from any and all liens and claims, and shall do or permit no act or thing whereby MSC's title or rights may be encumbered or impaired.

D. *Warranties; Damage.* MSC makes no representation, warranties, or conditions, express or implied, statutory or otherwise, other than those herein contained. Upon expiration or termination of the Agreement, the Equipment shall be returned unencumbered to MSC in the same condition as when received by the Principal, reasonable wear and tear resulting from proper use thereof alone excepted. To the extent permitted by state or local law, the Principal shall indemnify and hold MSC harmless against and from all loss, damage, expense or penalty arising from any claim or action on account of personal injury or damage to property occasioned by the unauthorized operation, use, handling, or transportation of the Equipment during the Term of the Agreement, but shall be credited with any amounts received by MSC from insurance.

## 5. **Commissions and Payments.**

### A. *Payments.*

- i. Commissions. MSC agrees to pay the Principal a commission rate of 41.2% on gross sales less sales tax ("**Commissions**"). Commissions will not be paid on non-commissionable sales, including but not limited to, postage stamps, stamped envelopes, etc. Commissions will not be paid on any item the Principal wishes to sell below, at, or near cost. Commissions paid to the Principal shall be paid weekly or otherwise stated by the Principal and shall be delivered to the Principal by the 10th of the following month in which services were rendered.
- ii. Taxes. MSC agrees to pay all taxes, fees, and other assessments imposed by federal, state, local, and other governmental taxing authorities related to the sales and profits of MSC under this Agreement, except for any taxes based on MSC's net income.



B. *Inventory.* Subject to Section 18 below, all commissary inventory required to be provided by MSC pursuant to the Services shall be delivered by MSC to the Facility once a week with the weekday of such deliveries to be determined in good faith by both Parties

C. *Records; Audits.* MSC will maintain and keep on file all records of the Principal's sales for a period of 3 years from the Effective Date of this Agreement. MSC will provide the Principal with records of the Principals' annual sales for the Principal's previous fiscal year each July, and/or upon request. MSC will give the Principal or the Principal's authorized agent the opportunity to inspect such records which are directly relevant to the Principal's purchases. The cost of such audit or inspection will be at the expense of the Principal. The examination of records shall be conducted at the location where such records are maintained by MSC.



6. **Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of 36 months unless otherwise extended or terminated as provided herein. This Agreement shall automatically renew for successive terms of 1 year each, unless either Party notifies the other in writing, at least 60 days before the end of any term year of its election not to renew this Agreement. The initial 36-month term together with any 1-year renewal term shall compose the "**Term**" of this Agreement.

## 7. Termination

A. *Without Cause.* Notwithstanding anything to the contrary herein above or hereinafter set forth, this Agreement may be terminated by either Party at any time without cause or legal excuse by providing the other Party with 60 days' prior written notice of such termination or by mutual written agreement of the Parties.

B. *For Cause.* Notwithstanding anything to the contrary herein above or hereinafter set forth, this Agreement may be terminated immediately by either Party at any time upon written notice to the other in any of the following events:

- i. if the other Party shall commit any breach of the terms of this Agreement and shall not (in the case of a breach capable of being remedied) remedy such breach within 30 days after notice has been served on the breaching Party requiring the same to be remedied; or
- ii. if the other Party shall discontinue its business or have any license or permit required of the Party for the normal operation of its business or for the provision of the Services revoked or suspended for 31 days or more; or
- iii. if the other Party becomes insolvent or shall be made the subject of an administration order or a receiver of its assets shall be appointed or it shall go into liquidation (whether voluntary or otherwise) other than a voluntary

liquidation for the purposes of reconstruction and such status is not cured, discharged, or withdrawn within 90 days; or

- iv. if the other Party has court-established criminal or fraudulent conduct on the part of: (a) in the case of MSC, its officers, directors, or controlling shareholder(s); or (b) in the case of the Principal, its elected or appointed officials (including any officers or shareholders) in such a manner as to either directly or indirectly affect the operations of the Facility.

C. Such remedy of Termination is in addition to such other remedies as may be available by law or as otherwise stated in this Agreement.

## 8. Representations and Warranties.

A. *Both Parties.* Each Party represents and warrants that it: (i) has the full authority and the legal right to enter into this Agreement and perform its obligations hereunder, (ii) has taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations, and (iii) will comply with all applicable laws, regulations, governmental requirements and standards related to the Services, including, without limitation, product safety laws.

B. *MSC.* MSC warrants that the commissary price list attached hereto as **Exhibit B** is subject to ordinary price increases due to market factors beyond the control of MSC.

C. *Principal.* The Principal represents and warrants that (i) the Facility is owned and/or exclusively operated by the Principal, (ii) the Principal is authorized to enter into this Agreement with respect to the Facility, and (iii) the undersigned is authorized to bind the Facility to this Agreement.

## 9. Indemnification.

A. *By MSC.*

- i. MSC shall indemnify the Principal against any loss, damage, injury or death caused by MSC's negligent acts or omissions or the negligent acts or omissions of MSC's agents or employees, or losses, damages, injuries or death caused by MSC's negligence and arising out of the consumption or use of the products and services sold or provided pursuant to the Solicitation; *provided, however*, that nothing contained herein shall require MSC to defend or indemnify the Principal for losses, damages, injuries or death arising out of the negligence of the Principal, its agents or employees.



- ii. MSC's obligation to hold the Principal harmless pursuant to the Agreement shall be dependent upon the Principal promptly notifying MSC in writing of any such claims or lawsuits against either MSC or the Principal, but in no event not no later than 30 days after the date the Principal first received notice of such claim or lawsuit, and, forwarded to MSC the summons, complaint and all other documents which relate to said claim or lawsuit no later than 30 days after the date the Principal was served with such documents. Failure of the Principal to notify MSC of any such claim or lawsuit within said 30 day period shall relieve MSC of any and all responsibility and liability under the Agreement to indemnify and hold the Principal harmless.

B. *By the Principal.*

- i. To the extent permitted by state or local law, the Principal shall indemnify MSC against any loss, damage, injury or death caused by the Principal's negligent acts or omissions or the negligent acts or omissions of the Principal's agents or employees, or losses, damages, injuries or death caused by the Principal's negligence and arising out of (a) the provision or maintenance or repair of the Premises or the Utilities; (b) the Principal's actual breach of this Agreement; or (c) negligent, acts or omissions of or by the Principal; *provided, however*, that nothing contained herein shall require the Principal to defend or indemnify MSC for losses, damages, injuries or death arising out of the negligence of MSC, its agents or employees.
- ii. The Principal's obligation to hold the MSC harmless pursuant to the Agreement shall be dependent upon MSC promptly notifying Principal in writing of any such claims or lawsuits against either the Principal or MSC, but in no event not no later than 30 days after the date the MSC first received notice of such claim or lawsuit, and, forwarded to the Principal the summons, complaint and all other documents which relate to said claim or lawsuit no later than 30 days after the date the MSC was served with such documents. Failure of MSC to notify the Principal of any such claim or lawsuit within said 30 day period shall relieve the Principal of any and all responsibility and liability under the Agreement to indemnify and hold MSC harmless.

C. Neither Party shall be liable to the other Party whether by reason of breach of contract, negligence or otherwise for any loss of profit, loss of business, liability to third Parties or for any indirect or consequential losses, even if the Party is informed of such potential losses in advance.



**10. Independent Contractor Status.** It is mutually understood and agreed that MSC is engaged as an independent contractor and neither MSC nor the Principal are authorized to oblige the other Party or act in the name of the other Party other than as stated in this agreement and it is the intent of the Parties that (i) an independent contractor relationship be and is hereby established under the terms and conditions of the agreement, (ii) the employees of MSC are not nor shall they be deemed to be employees of the Principal, and (iii) the employees of the Principal are not nor shall they be deemed to be employees of MSC. Notwithstanding the foregoing, it is mutually understood and agreed that the establishment and/or management of lobby and booking kiosks and inmate commissary accounts, and the receipt of cash deposits thereto, is a service provided by MSC on behalf of the county for the purpose of providing materials and supplies to state or county inmates pursuant to the Legal Authority as applicable to the Principal provided in Section 13 below.

**11. Notices; Invoices.** Any notice, invoice, or other communication under this Agreement required hereunder shall be delivered in writing and shall be deemed to have been received: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the following addresses:

To MSC:                   McDaniel Supply Company  
                                  1275 East Cherry Street  
                                  Jesup, Georgia 31546

To the Principal:       \_\_\_\_\_   
                                  Effingham Board of Commissioners  
                                  601 North Laurel Street  
                                  Springfield, Georgia 31329

**12. Governing Law.** The laws of the State of Georgia (without giving effect to its conflicts of law principles) govern all matters, including tort claims, arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Effingham County, unless the Parties agree otherwise, or are otherwise required by law.

**13. Legal Authority.** The following legal authorities apply to this Agreement, as applicable to the Principal:

A. Georgia Code § 42-5-6, as amended from time to time;

**14. Breach of Contract; Remedies.** Upon breach of this Agreement by either Party, both Parties shall have all remedies available to them in equity and/or at law.

**15. Assignment.** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party. However, the Agreement shall run with the Principal and its successors.

**16. Modification of the Agreement.** Notwithstanding any of the provisions of this Agreement, the Parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**17. Waiver.** Failure by either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such Party's right to later enforce such provisions.

**18. Force Majeure.** If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of war, revolution, civil commotion, act of terrorism, blockade, embargo, strike, law, order, proclamation, regulation, ordinance, demand, requirement, fire, flood, storm or other natural or man-made disaster or occurrence which is beyond the reasonable control of the affected Party, the affected Party will, upon giving reasonable notice to the other Party, be excused from performance under this Agreement for the duration of the force majeure condition; provided, however, that the affected Party will use commercially reasonable efforts to avoid or remove the cause of nonperformance and resume full performance under this Agreement.

**19. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable law, the Parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction will be enforced to the maximum extent permitted by applicable law.

**20. Headings; Counterparts.** The section headings contained in this Agreement are solely for the purpose of reference, are not part of the Agreement of the Parties, and will not in any way affect the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. This Agreement may also be executed with signatures sent via facsimile or email (in PDF format only), each of which will be deemed an original.

**21. Entire Agreement.** This Agreement, together with its Recitals and Exhibits, which are incorporated herein by reference, is the entire agreement between the Parties and supersedes all prior discussions, oral or written agreements, understandings and representations, whether verbal or written, with regard to its subject matter. The Parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

*{Signatures appear on following page}*

*MS*

**EXHIBIT A**

The Solicitation will appear here:



# **Request for Proposals**

**No. 16-16-002**

**To provide  
Inmate Commissary Services**

**to**

**Effingham County Board of Commissioners  
Springfield, Georgia**

**For  
Effingham County Prison**

**MARCH 2016**



**All Submissions returned to:  
Effingham County Board of Commissioners  
ATTN: Purchasing Office  
601 North Laurel Street  
Springfield, GA 31329**



March 1<sup>st</sup>, 2016

**RE: RFP No. 16-16-002  
Request for Proposals for Inmate Commissary Services for Effingham County Prison**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA**, up to **10.00am (local time) Tuesday April 5<sup>th</sup>, 2016.**

**Effingham County Board of Commissioners** reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposal package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

***A MANDATORY PRE-PROPOSAL CONFERENCE*** has been scheduled for **10.00am (local time) Thursday March 17<sup>th</sup>, 2016** and will be conducted in the Conference Room of the EFFINGHAM COUNTY PRISON, 321 HWY 119 SOUTH, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. An accompanied site visitation will follow.

***Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Proposal Conference.***

Any questions that arise after the pre-proposal conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **10.00am (local time) Tuesday March 22<sup>nd</sup>, 2016**. No response will be given to any questions received after **10.00am (local time) Tuesday March 22<sup>nd</sup>, 2016**. Questions may be faxed to 912-754-8413; emailed to [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org) or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website [www.effinghamcounty.org](http://www.effinghamcounty.org) before **5.00pm (local time) Monday March 28<sup>th</sup>, 2016.**

***The only official answer or position of Effingham County will be the one stated in writing.***

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

**Company Name :** \_\_\_\_\_

Please indicate you have completed the following documentation; and then submit them in the following order of shown as **REQUIRED.**

<b>REQUIRED</b>	<b>COMPLETED</b>	<b>ITEM DESCRIPTION</b>
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
<b>X</b>		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
		PAYMENT BOND- UPON AWARD OF CONTRACT ( FORM PROVIDED)
<b>X</b>		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
<b>X</b>		W-9
		LEGAL NOTICE
<b>X</b>		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
<b>X</b>		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
<b>X</b>		LIST OF SUB-CONTRACTORS
<b>X</b>		ATTACHMENTS
<b>X</b>		RECEIPT OF ADDENDA IF ANY

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL**

**SECTION I  
INSTRUCTIONS TO VENDORS**

**1.1 PURPOSE:**

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

**1.2 HOW TO SUBMIT PROPOSALS:**

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

**Hand Delivery and Mailing Address:**

Effingham County Purchasing Agent,  
601 North Laurel Street,  
Springfield, Georgia, 31329.

- C. Please check the County's website [www.inghamcounty.org](http://www.inghamcounty.org) prior to submission for any addendum to the RFP

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE  
OPENED OR CONSIDERED.**

**1.3 HOW TO SUBMIT AN OBJECTION:**

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal conference, or in writing at least two (2) days prior to pre-proposal conference. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

**1.4 ERRORS IN PROPOSALS:**

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

**1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:**

The County expressly reserves the right in its sole judgement, to accept or reject any or all proposals with or without cause and to waive any technicalities or irregularities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

**1.6 VENDOR:**

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

**1.7 COMPLIANCE WITH LAWS:**

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

**1.8 COUNTY:**

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

**1.9 DEBARRED FIRMS AND PENDING LITIGATION:**

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

\*\* All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - Attachment E to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

**1.10 IMMIGRATION:**

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

\*\* All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

**1.11 PRISON RAPE ELIMINATION ACT (PREA):**

On 4 September 2003, the Prison Rape Elimination Act was signed into law. By completing the Attachment G, contractor certifies that he/she will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The contractor also certifies that he/she will comply with all Effingham County policies and procedures that relate to PREA. Contractor certifies that he/she will be responsible for the completion of Attachment G by any and all sub-contractors he/she employs to complete the project.

**1.12 PROTECTION OF RESIDENT WORKERS:**

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United

States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

### 1.13 **RFP SCHEDULE:**

<b>Request for Proposal</b>	<b>Date/ Time</b>
Owner issues public advertisement of RFP	March 1 <sup>st</sup> , 2016
Pre-Proposal Conference (if scheduled)	March 17 <sup>th</sup> , 2016 at 10.00am local time
Deadline for submission of written questions	March 22 <sup>nd</sup> , 2016 at 10.00am local time
Addendum issued to answer questions (if any) and posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a>	March 28 <sup>th</sup> , 2016 before 5.00pm (local time)
Deadline for submission of Proposals	April 5 <sup>th</sup> , 2016 at 10.00am (local time)

## SECTION II GENERAL CONDITIONS

### 2.1 **SPECIFICATIONS:**

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

### 2.2 **GEORGIA OPEN RECORDS ACT:**

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

### 2.3 **GEORGIA TRADE SECRET ACT OF 1990:**

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

### 2.4 **OFFERS TO BE FIRM:**

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

### 2.5 **COMPLETENESS:**

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of



Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.9. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

**2.6 MULTIPLE PROPOSALS:**

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

**2.7 PATENT IDEMNITY:**

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

**2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):**

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

**2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

**2.10 AWARD OF CONTRACT:**

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**

**2.11 TERM OF THE CONTRACT:**

The initial term of the contract will be for three (3) years with the option to automatically renew for two (2) additional one (1) year terms.

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated for said term.

**2.12 INSURANCE PROVISIONS:**

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

- A. General Information that shall appear on a Certificate of Insurance:**
- a. Name of Producer (contractor's insurance Broker/Agent).
  - b. Companies affording coverage (there may be several).
  - c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
  - d. A Summary of all current insurance for the insured (includes effective dates of coverage).
  - e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
  - f. Certificate Holder (**This is to always include Effingham County**).

**2.13 LIMITS OF INSURANCE:**

Effective coverage shall have the following limits:

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

**2.14 SPECIAL REQUIREMENTS:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

**2.15 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 the CONTRACTOR or its subcontractors. 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.

**2.16 INTERPRETING SPECIFICATION:**

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

**2.17 SIGNED RESPONSE CONSIDERED AN OFFER:**

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

**2.18 PAYMENT TO CONTRACTORS:**

- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
- B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

**2.19 VENDOR DEFAULT:**

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

\_\_\_\_\_  
PHONE NO.

## SECTION III

### REQUEST FOR PROPOSAL

#### **3.1 DESCRIPTION AND OBJECTIVES**

Effingham County Prison, operating under the authority of the Effingham County Board of Commissioners is seeking sealed proposals from qualified vendors who specialize in providing inmate commissary services.

#### **3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:**

A selection committee shall evaluate all proposals submitted to the RFP. All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

#### **3.3 PRICING PROPOSAL:**

Provide a completed Pricing Proposal Form (Attachment A).

#### **3.4 PROPOSAL DEADLINE:**

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **10.00am (local time) Tuesday April 5<sup>th</sup>, 2016.** Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

#### **3.5 WITHDRAWAL OF PROPOSAL:**

Effingham County Board of Commissioners reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the vendor nor obligates the Board of Commissioners in any manner. Effingham County Board of Commissioners reserves the right to award no agreement and to solicit additional offers at a later date.

Vendor proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

#### **3.6 CONFIDENTIALITY OF DOCUMENTS:**

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Due to the fact that the proposals will be subject to an evaluation review for accurate qualifications, only the respondent names who submit proposals to this RFP and the total bid price will be read aloud publicly. The details and particulars of the proposal documents will remain confidential until final award of the contract.

#### **3.7 FORMAT OF RESPONSES:**

To be considered, Vendors must submit a complete response to the request for proposals. Proposals are to be submitted in 8½" x 11" size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding appendices, if any; vendor policies and procedures (see 5.1 item f); vendor maintenance and quality assurance programs (see 5.1 item f). To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

##### **A. Letter of Interest**

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor's ability to meet the requirements of the RFP.



**B. Business/Firm Profile**

State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the person(s) who will be assigned to perform the service of the proposal. Indicate whether you operate as a sole proprietorship, individual, partnership, corporation or limited liability company, and the State in which your firm is incorporated or licensed to operate.

**C. Experience and Capability**

List of current or former clients with requirements similar in scope and content to the proposed contract. Effingham County reserves the right to verify the information furnished.

- A. For each similar and completed project of this type, give the following information:
  - The Name and Location of Facility
  - A Brief Description of the Services Provided
  - The Name of the Client Contact and his/her phone number
  - Date that services were provided and completed
- B. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.
- C. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

**D. Current Audited or Compilation Financial Statements**

Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm.

**E. Appendices**

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

Each proposal must be submitted in one (1) original and six (6) copies bound to:

Effingham County Purchasing Department  
Fiona Charleton, Purchasing Agent  
601 N Laurel Street  
Springfield, GA 31329

**3.8 COST TO PREPARE RESPONSES:**

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

**3.9 EVALUATION PROCESS:**

A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in this RFP. After an initial screening process, the Vendor may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP contact.

**Selection Criteria**

The following criteria will be used, as a minimum, to determine the responsibility of each Vendor:

- A. Does the Vendor demonstrate an understanding of the County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?
- B. Can the Vendor take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
- C. Has the Vendor performed satisfactorily in previous contracts of similar size and scope; or if the Vendor has not performed a contract of similar size and scope, has it, and/or it's team members

otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFP?

- D. Does the Vendor propose to perform the work at a fair and reasonable cost?
- E. Has the Vendor declared bankruptcy within the past 10 years under its current name or any prior names?

<b>Evaluating Factor:</b>	<b>Points Possible:</b>
Qualifications, Experience, and References:	25
Methodology, Approach to Scope of Work, Schedule for Implementation	25
Price Proposal	35
Financial Stability	15
<b>TOTAL POINTS:</b>	<b>100</b>

**SECTION IV**

**SPECIAL CONDITIONS**

**4.1 STATEMENT OF DISCLOSURE:**

All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**4.2 CONTRACT:**

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**4.3 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:**

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service.

**4.4 CHANGES:**

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

**4.5 TERMINATION OF CONTRACT:**

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

**SECTION V****SCOPE AND CLASSIFICATION****5.1 SCOPE OF WORK:**

The proposed system shall be a turnkey solution for inmate commissary services that is compliant with all requirements of Federal and Georgia State Law.

Turnkey installation to be completed in forty-five (45) days or less from receipt of fully executed contract. If Vendor is unable to complete the work within forty-five (45) days, Effingham County reserves the right to select a different vendor. Vendor shall be responsible for all costs associated with the inmate commissary system including but not limited to: purchase of equipment, installation - including, but not limited to all electrical and any other wiring necessary for the operation of their computer systems, service, maintenance and day- to-day operation. Neither the Effingham County Board of Commissioners nor the Effingham County Prison shall have any responsibility for any costs associated with the system.

Vendor will describe in detail any alterations to the building that are necessary to facilitate the start-up of their services. Vendor will notify the County in advance of any future alterations necessary for the continued operation of their services. No alterations will be made without written approval of the County. Vendor will be responsible for the cost of any changes that need to be made in order to comply with all current and future federal and state inmate commissary regulations

Vendor is responsible for determining all wiring and software requirements and costs associated with the conversion of service from current inmate commissary providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor, the County I.T. Director and the County Purchasing Agent.

a. **Hardware and Software:**

Vendor to supply one (1) kiosk per dorm, for three (3) dorms., and one (1) kiosk in the visitation room. Effingham County reserves the right to add to or remove from the locations services at any time and shall do so without any penalties or fees.

Kiosks will be installed in a way to avoid injury to inmates, example: no pieces easily broken, tamperproof, etc.

All vendor equipment shall comply with all GA State and FCC regulations.

The proposed equipment and system shall be scalable to meet the County's growing needs.

Vendor will grant the Effingham County Prison / Effingham County Board of Commissioners the necessary licenses to operate the hardware at no additional cost to the County.

Vendor will be responsible for keeping the hardware and software updated with complete information as to commissary items available, pricing, and other terms and conditions of sales.

Software should maintain inmate ledgers with funds placed on the inmates accounts and funds used. The system should incorporate internal controls and financial reporting and reconciliation features. Software should allow for placement of funds and recording of funds on the inmate account.

b. **Deposit Services:**

The vendor will facilitate family deposits to inmate accounts via website and IVR with a toll free phone number. The vendor will guarantee that family deposits to inmate accounts are deposited to the appropriate Effingham County Inmate Account on a nightly basis by Electronic Funds Transfer from the vendor to the County's designated account. Vendor software should allow for placement of funds and recording of funds on the inmate account through its system.

c. **Menu:**

Product selection and pricing will be agreed upon by Effingham County and the vendor. Menu selections will be reviewed as needed but no less than annually. All changes must be approved by the County. Price adjustments may be made annually on the contract anniversary date but must be reviewed and approved by Effingham County in advance of the price change. Submit sample menu(s) with proposal.

d. **Commissary Service Operations:**

On a weekly basis as agreed upon by the vendor and Effingham County, the vendor will download all inmate orders for commissary items and deliver these items to the Prison. The vendor will bag, box, and ship the commissary items to the Effingham County Prison. The Prison will be responsible for the distribution of commissary orders to the appropriate inmate when the vendor delivers the orders to the facility.

e. **Service Fee / Commission:**

Effingham County will be paid a service fee for engaging the vendor to be the sole provider of Inmate Commissary Services. The amount of this fee will be calculated as a percent of Adjusted Gross Sales and will be listed on the RFP Price Proposal Sheet provided in this RFP. Adjusted Gross Sales is defined as Gross Sales less the sales of noncommissioned items as reviewed and agreed upon by the County from the Price Proposal Sheet submitted with the proposal.

f. **Customer Service:**

Vendor to provide 24/7 customer service support via toll-free telephone number. Vendor to disclose any associated cost with this service on the Vendor’s Price Proposal Form. Vendor to provide service policies and procedures as an attachment to this proposal. Vendors are to describe the maintenance and quality assurance programs for equipment to be installed as an attachment to this proposal. Detail the method of determining when the system is down. Vendor shall be able to respond to all major problems within the same day. If response time will be longer than one day vendor to explain why in proposal. Vendor to provide a contact person who will be responsible for ongoing support. Vendors to handle all customer complaints directly. Effingham County will not be involved in customer complaints. Describe in detail customer service processes for complaints.

g. **Other Considerations:**

Each vendor may have their own special requirements that enable them to provide outstanding commissary services. Therefore, the vendor should outline these items in their proposal so that Effingham County will be able to negotiate, if necessary, these considerations.

h. **Additional Information:**

Kiosks currently on-site: 2.  
Kiosks location: Dorm A (1) and Dorm B (1).  
Current vendor: S.A.C.S – Smith’s Automated Commissary Services.  
Kiosks Owner: S.A.C.S – Smith’s Automated Commissary Services.  
Average daily inmate count from 01-01-15 to 01-01-16: 180.  
Current commission rate: 20% on all categories (excluding postage).  
Average orders per month for the last 12 months: 246.  
Current spending limit per order: \$60.00.  
See Attachment J for current commissary menu.

**ALL ITEMS LISTED IN THE SCOPE OF WORK MUST**  
**BE COMPLIANT WITH FEDERAL AND GEORGIA**  
**STATE LAW AND MUST REMAIN COMPLIANT WITH**  
**FEDERAL AND GEORGIA STATE LAW FOR THE**  
**DURATION OF THE CONTRACT**  
  
**INTENTIONALLY LEFT BLANK**



**PLACE THIS FORM ON TOP OF PROPOSAL**

**ATTACHMENT A  
PRICE PROPOSAL (PAGE 1)**

COMPANY NAME: \_\_\_\_\_

The vendor offers to pay Effingham County Board of Commissioners, Georgia a Service Fee as defined in the RFP in the amount of:

\_\_\_\_\_ percent of Adjusted Gross Sales.

Adjusted Gross Sales is calculated as Gross Sales less the Sales of Noncommissioned Items: The following is a list of items the vendor considers to be Noncommissioned Items:

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**The vendor’s proposed percentage will not be decreased during the full term of the contract without expressed written authorization of Effingham County Board of Commissioners.**

**ATTACHMENT A  
PRICE PROPOSAL (PAGE 2)**

If Vendor offers incentive, please list here:

INCENTIVE OFFERED :	\$
---------------------	----

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) \_\_\_\_\_  
(Signature of Authorized Representative of the Company)

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXCEPTION SHEET**

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B  
DRUG FREE WORKPLACE CERTIFICATION**

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

1. A drug-free workplace will be provided for the employees during the performance of the contract;  
and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

\_\_\_\_\_ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

**ATTACHMENT C**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by these presence, that I (We), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham

County Procurement titled **RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison** hereby consent, covenant, and agree as follows:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE:



**ATTACHMENT D**

**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

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

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

**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)**

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of: \_\_\_\_\_

County of : \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2016

by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_\_

**ATTACHMENT E**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

\_\_\_\_\_  
EEV/ Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_

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

**ATTACHMENT F**

**SUBCONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Address

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

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

**ATTACHMENT G  
PRISON RAPE ELMINATION ACT  
ACKNOWLEDGEMENT STATEMENT**

I understand that the Effingham County Correctional Institute has a zero tolerance policy prohibiting visitors, contractors and volunteers from having sexual contact of any nature with offenders. I agree not to engage in sexual contact with any offender while visiting a correctional institution, whether in a visiting capacity, contractor capacity, or volunteer capacity. I agree that if I witness another having sexual contact with an offender, or if someone reports such conduct to me, that I will immediately report it to a corrections employee. I understand that my authorization to enter a correctional institution is conditioned on my agreement not to engage in sexual contact of any nature with any offender and to report such conduct when I learn of it. I also understand that if I violate this agreement I will be permanently banned from entering all Georgia correctional institutions, and that the Effingham County correctional institute may pursue criminal prosecution. I understand that if I should learn of an incident involving sexual abuse or sexual harassment of an offender I will report it to the supervisor in charge immediately.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_



**ATTACHMENT H**

**NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large \_\_\_\_\_ Too Small \_\_\_\_\_
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

**CONSTRUCTION PROJECTS:** Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor \_\_\_\_\_

Sub-Contractor \_\_\_\_\_

Supplier \_\_\_\_\_

**RFP No:** RFP No. 16-16-002    **Title:** Inmate Commissary Services for Effingham County Prison

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**ATTACHMENT I**

**Legal Notice  
Request for Proposal**

**RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison**

Effingham County, Georgia is seeking proposals from firms interested in providing Inmate Commissary services for Effingham County Prison.

Sealed proposals are due by **10.00am (local time) Tuesday April 5<sup>th</sup>, 2016** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at [www.effinghamcounty.org](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

## ATTACHMENT J

Item IX. 5.

ID:

Printed Name:

Revised  
1/15/2016

Location:

Signature:

\*I authorize the deduction of funds to pay for the items selected.

Date:

ID	Description	Price	ID	Description	Price	ID	Description	Price	
<b>MEDICAL</b>									
1001	Anti-Fungal Cream	3.15	4007	Fanta Grape - 20 oz	1.52	5083	Big Haus Mesquite Beef Stick 5oz	2.82	
1002	Hydrocortisone Cream	2.15	4008	Fanta Strawberry - 20 oz	1.52	5084	Grape Jelly Squeeze Pouch	0.35	
1003	Oral Pain Relief Gel	2.15	4009	Diet Coke 20oz	1.52	5087	Pouch Sardines in Oil 3.53oz	1.64	
1004	Muscle Rub Cream	2.15	4019	Maxima Instant Coffee 3 oz.	3.88	5088	Pouch Sardines in Hot Sauce 3.53oz	1.64	
1006	Chapstick Ind.	2.11	4020	Columbian Coffee 3.3oz w/Zip-Loc	4.94	5090	Titito's Jalpeno Slices	0.65	
1007	Ibuprofen- 2 pack	0.86	4021	Maxima Spray Dried Coffee - 2 oz	1.90	5093	Cocoa Puffs Cereal Bar	0.42	
1011	Halls Reg. Cough Drops	1.56	4026	SS Hot Cocoa 10ct BX	3.35	5100	Hot Pork Skins 1 oz	0.68	
1012	Hemorrhoid Ointment	2.15	4026	Sweet Thing (10)	0.68	5101	BBQ Pork Skins 1 oz	0.68	
1013	Tums	1.66	4027	Sugar (10)	0.68	5103	Lays Salt & Vinegar LSS	0.59	
<b>PERSONAL HYGIENE</b>									
2001	Deodrant Stick 1.6 oz	1.72	4028	Coffee Creamer (10)	0.75	5104	Sour Cream & Onion Chip LSS	1.06	
2002	Mennen Speed Stick 2oz Reg	3.65	4030	Lemonade 6 oz Bag	1.72	5106	Lays Regular Chip LSS	1.06	
2003	Suave A/P Solid	3.59	4031	Tropical Punch 6 oz Bag	1.72	5108	Doritos Nacho Cheese LSS	1.06	
2004	1.5 oz Roll-On Deo. Stick	0.82	4032	Cherry 6 oz Bag	1.72	5108	Fritos BBQ Corn Chip LSS	1.06	
2006	PC Men's Stick Deo. Freshscent	1.98	4033	Grape 6 oz Bag	1.72	5109	Hot Buffalo Wing Chip	0.59	
2007	PC Ladies Stick Deo. Powder fresh	1.98	4034	Orange 6 oz Bag	1.72	5110	Jalapeno Chip	0.59	
2010	V05 Shampoo 12.5 oz	2.45	4037	Iced Tea 6 oz Bag	1.72	5111	Bacon Cheddar Fries	0.64	
2011	V05 2-N-1 12.5OZ	2.81	4100	Instant Non-Fat Dry Milk 4oz	2.89	5112	Puffed Cheetos	0.65	
2012	Dandruff Shampoo 13.5oz.	2.91	<b>CHIPS / SNACKS</b>						
2013	2 oz. Shampoo & Body Bath	0.81	5000	Choc Chip Creme Pies 8ct/bx	2.06	5113	Kosher Dill Chips	0.59	
2014	V05 Conditioner 12.5 oz	2.45	5001	Grand Iced Honey Bun	1.09	5114	Lance White Cheddar Popcorn	0.59	
2020	Ivory Soap 3.1 oz	1.34	5002	Glazed Honey Bun	0.95	5115	Cheez-It 1.5oz	0.70	
2021	Dial Gold Soap 3.5 oz	1.50	5004	Oatmeal Cream Pie 8ct/Bx	2.06	5116	Snyders Jalap. Pret. Pieces	0.95	
2022	Irish Spring 3.2oz	1.42	5005	Buddy Bar 6/2pk Bx	3.06	5117	Snyders Hot Buffalo Pieces	0.95	
2023	Lever 2000 w/ Aloe	2.11	5006	Swiss Roll 6/2pk Bx	3.06	5118	RoldGold Tiny Twist LSS	1.06	
2024	1.5 Ind. Soap	0.34	5007	Pecan Spins 8ct	2.52	5122	Zapp's Voodoo Chip 1.5oz	0.85	
2029	Soap Dish	1.14	5008	Snack Crackers (bx)	4.58	5123	Buffalo Wing Bleu Cheese LSS	0.75	
2030	Close-Up Toothpaste	3.31	5009	Cheese Cracker (bx)	2.97	5125	Lays BBQ LSS	1.06	
2031	Colgate TP 4.6 oz	2.72	5010	Moonpie - Banana	0.87	5126	Snyders Honey Mustard Onion Pret. Pi	0.95	
2032	Ind. Toothpaste 1.5 oz	1.12	5011	Moonpie - Chocolate	0.87	5127	Cheetos Jalp. Cheddar LSS	1.06	
2035	Toothbrush Holder	1.14	5012	Moonpie - Vanilla	0.87	5128	Ruffles Cheddar S-Cream LSS	1.06	
2037	Medium TEK Toothbrush	1.14	5013	Saltines 4pk/bx	3.66	5130	Cup Soup - Shrimp	0.91	
2040	4 oz Hand and Body Lotion	1.14	5014	Chocolate Cupcake 4oz 2pk	1.17	5131	Cup Soup - California Vegetable	0.91	
2041	Cocoa Butter 20 oz Lotion	2.28	5016	Fudge Brownie 2.75 oz	1.12	5132	Ninas Menudo Mix	1.12	
2042	Suave Skin Care Lotion	5.19	5020	Grilled Cheese Cracker	0.69	5134	Cup Soup - Hot & Spicy Chicken	0.91	
2043	Suave Cocoa Butter Lotion	5.19	5021	Toastchee PB Cracker	0.69	5135	Cup Soup - Beef	0.91	
2044	PC Aloe Lotion 20oz	2.28	5022	Cream Cheese & Chive Cracker	0.69	5138	Cup Soup - Chicken	0.91	
2058	Murray's Pomade 3oz	3.86	5023	Jalpeno Cheddar Cracker	0.69	5140	Chili Ramen Soup - Bag	0.64	
2059	Majic Cream Shave 6oz Tube	6.20	5026	Salted Peanuts 3.5oz	1.26	5141	Beef Ramen Soup - Bag	0.64	
2060	Lusti's Pomade 4oz	2.28	5026	Honey Roasted Peanuts 3.5oz	1.26	5142	Cajun Chicken Ramen Soup - Bag	0.64	
2061	Royal Crown 4oz	3.22	5028	Sweet & Spicy Trail Mix	0.82	5143	Picante Beef Ramen Soup - Bag	0.64	
2062	Hair Styling Gel	5.71	5029	Rice Krispie Treat	1.12	5144	Hot-n-Spicy Veg. Ramen Soup - Bag	0.64	
2063	Palm Brush	1.81	5030	Granola Bar - Oats & Honey	0.89	5145	Chicken Ramen Soup - Bag	0.64	
2064	Black Comb 5 in	0.29	5031	Blazin Hot Pnuts 3.5oz	1.26	5146	Shrimp Ramen Soup - Bag	0.64	
2066	3 oz Brushless Shave Cream	2.29	5032	Sharp Cheese Spread 8oz	3.15	5148	Funyuns LSS	1.06	
2067	4oz Medicated Skin Cream	3.09	5033	Crunch-n-Munch	2.64	5149	Cool Ranoh Doritos LSS	1.06	
2068	Q-Tips	2.29	5034	Jalapeno Cheese 8oz.	3.15	5166	Hot n Spicy Cheez-it	0.70	
2069	Baby Powder 4 oz	1.19	5036	Mix'n Yogurt 2oz	0.94	5301	Malt-O-Meal Coco Roos 12oz	4.89	
2070	Baby Oil 4 oz	1.14	5039	Chocolate Creme Cookies 5oz	1.08	5302	Malt-O-Meal Fruity Dyno-Bites 13oz	4.89	
2071	Petroleum Jelly 4 oz	1.72	5040	Peanut Butter Granola Bar	0.89	5303	Malt-O-Meal Frosted Fruities 12.5oz	4.97	
<b>MISC</b>									
3001	Greeting Card - Thinking Of You	1.42	5041	Oreo Cookies	0.85	5304	Malt-O-Meal Toasted Flakes 15oz	4.89	
3002	Greeting Card - Love You	1.42	5042	Chocolate Chip Cookies	1.08	5320	Instant Oatmeal Variety 10pk	4.44	
3003	Greeting Card - Birthday Adult	1.42	5043	Strawberry Cookies 5oz	1.08	5330	Butter Instant Grits Bx (12pk)	4.79	
3004	Greeting Card - Birthday Child	1.42	5044	Peanut Butter Cookies 5oz	1.08	<b>CANDY</b>			
3006	Greeting Card - Seasonal/Holiday	1.42	5045	Vanilla Cookies 5oz	1.08	6001	Hershey W/Almond	1.19	
3016	Playing Cards	1.82	5046	Duplex Cookies 5oz	1.08	6002	Hershey Milk Chocolate	1.19	
3017	Plastic Coffee Mug 12oz	1.14	5047	Lemon Cookies 5oz	1.08	6003	Kit Kat	1.19	
3018	Cereal Bowl w/ Lid 23oz	1.52	5048	Iced Oatmeal Cookie 5oz	1.08	6005	Reese's Peanut Butter Cup	1.19	
3022	Black Ink Pen	0.34	5050	SugarFree Vanilla Wafers 1.6oz	0.86	6006	Milky Way	1.19	
3023	Flexible Pen	0.34	5051	Grandma's Choc. Chip Cookies 2.5oz	0.86	6007	Snickers Bar	1.19	
3024	Writing Pad Gummed 8.5x11	1.48	5055	Strawberry Pop-Tart 2pk	1.17	6008	M&M Peanut	1.19	
3025	Plain Envelope	0.12	5056	Blueberry Pop-Tart 2pk	1.17	6009	M&M Plain	1.19	
3026	Stamped Envelope	0.64	5057	Hershey's Choc. Donuts 6pk	1.16	6010	3 Musketeers	1.19	
3027	Manilla Envelope	0.22	5058	Refried Beans w/ Jalapenos 8oz.	2.37	6011	Baby Ruth	1.19	
3028	Stamp	0.49	5059	Instant Red Beans and Rice 4.4oz	2.12	6012	Butterfinger	1.19	
3029	Book of 20 Stamps	9.80	5081	Pre-Cooked Rice Bag	1.80	6014	Skittles - Orig	1.19	
3030	AA Batteries (4)	3.75	5082	Flour Tortilla	1.88	6019	Atomic Fireballs 4oz Bag	1.56	
3031	AAA Batteries (4)	3.75	5083	Chili w/ Beans Pouch	3.08	6020	Jolly Rancher - Asst. 4 oz Bag	1.50	
3032	Crossword Puzzle	1.86	5084	Beef Stew Pouch	3.08	6021	Starlight Mints - 4 oz	1.46	
3036	Bicycle Poker Cards	5.75	5085	Tuna in a Pouch 6oz	2.62	6024	Chick-O-Stick 3oz Bag	1.30	
3037	Pinochle Cards	2.68	5086	Chicken Vienna Sausage (Bite Size) Pk	1.50	6025	Tootsie Pop	0.35	
3039	Uno Cards	10.02	5087	Span Pouch	3.47	6027	Twix Caramel	1.19	
3040	Sudoku Puzzle	1.86	5088	Beef Jerky Pouch 1oz.	1.79	6031	Jawbreakers	1.11	
3041	Word Search Book	1.86	5089	Sweet 'n Salty Mix 2oz	0.94	6035	Mix Berry Fruit Snack	1.06	
<b>BEVERAGES</b>									
4001	Coke - 20 oz	1.52	5070	Beef-n-Cheese Stick	1.00	6036	Strawberry Fruit Snacks	1.06	
4002	Coke Zero - 20 oz	1.52	5071	TB Twin Salami 1oz	1.00	<b>CLOTHING</b>			
4003	Sprite - 20 oz	1.52	5073	Spicy Sausage	0.91	7006	Med. Shower Shoe	2.29	
4004	Mr. Pibb - 20 oz	1.52	6075	Dill Pickle	1.42	7007	Large Shower Shoe	2.29	
4006	Mellow Yellow - 20 oz	1.52	5076	Hot Pickle	1.42	7008	XL Shower Shoe	2.29	
4006	Fanta Orange - 20 oz	1.52	5077	Panola Hot Sauce	1.27	7010	Boxer Short - 3XL	4.06	
			5078	Peanut Butter Squeeze Pouch	0.86	7011	Boxer Short - 2XL	4.06	
			5079	Mayonnaise Squeeze Pouch	0.35	7012	Boxer Short - XL	3.60	
			5081	Big Haus Original Beef Stick 5oz	2.82	7013	Boxer Short - L	3.60	
			5082	Big Haus Hot Jalp. Beef Stick 5oz	2.82	7014	Boxer Short - Med	3.60	
						7016	Boxer Short - Sm	3.60	

Item IX. 5.

ID: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Location: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ \*I authorize the deduction of funds to pay for the items selected.  
 Revised 1/15/2016

7030	___ Thermal Bottom - Small	7.30
7031	___ Thermal Bottom - Medium	7.30
7032	___ Thermal Bottom - Large	7.30
7033	___ Thermal Bottom - XL	7.30
7034	___ Thermal Bottom - 2XL	8.57
7035	___ Thermal Bottom - 3XL	8.57
7036	___ Thermal Top - Small	7.30
7037	___ Thermal Top - Medium	7.30
7038	___ Thermal Top - Large	7.30
7039	___ Thermal Top - XL	7.30
7040	___ Thermal Top - 2XL	8.57
7041	___ Thermal Top - 3XL	8.57
7064	___ Sports Bra - 32	6.45
7065	___ Sports Bra - 34	6.45
	<b>SPECIAL</b>	
8000	___ SPECIAL!! Coconut Macaroon Cooki	1.01
8017	___ Seasonal Special !!! Creme Filled Suga	0.71

**\*ALL SALES FINAL CHECK ORDER AT DELIVERY**  
**\*\$80.00 Maximum per week. Prices include sales tax.**  
**\*Seasonal Cards will be available for Valentines Day,**  
**Easter, Mothers Day, Fathers Day, Thanksgiving &**  
**Christmas. \*STORE ORDERS GO IN AT 9:00 AM ON**  
**TUESDAY MORNING AND ISSUED OUT ON**  
**WEDNESDAY AFTERNOON. \*FUNDS ARE**  
**NORMALLY POSTED TO YOUR ACCOUNT ON**  
**MONDAYS, TUESDAYS, AND FRIDAYS.**

**SUPPLEMENTAL INFORMATION  
ADDENDUM NO. 1**

PROJECT: RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison  
CONTACT: Fiona Charleton, Purchasing Agent  
912-754-2159 [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)  
DATE ISSUED: March 28, 2016

RFP No.16-16-002 dated March 2016 is hereby amended as noted herein: BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER’S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

**ADDITIONAL INFORMATION / SPECIFICATIONS FOR THE RFP:**

The county would like to start including “monthly packages” to include (but not limited to) items such as tennis shoes, sunglasses, towels, wash cloths etc.

The county would like to include a lot more product – seasonal items etc.

County will have say over product i.e. generic brand as opposed to name brand tennis shoes etc. If the product is less expensive, the volume of sales will go up and everyone will benefit.

Fees are a big part of this bid. The county does not want the inmates to get an inferior product due to vendor fees being high.

The county requires 4 (four) kiosks, 1 (one) in each dorm and 1 (one) in the visitation/family room.

The inmates need to be able to check their account balances and also communicate with the warden via the kiosks.

County would like the product to be delivered by dormitory.

Vendor is 100% responsible for connectivity.

The County will ensure that any sub-contractors working for the successful vendor will be dealt with in an expeditious manner.

Please submit documents’ showing how you’re reporting is done; what reports you have; how the reports are run; what details the reports show - to what level i.e. the subsidiary ledgers pertaining to the inmates accounts. We currently create journal entries but would like to transmit the data directly so we need to know how the file formats are so that we can pull that in directly. How does your system interface? We need to know if there will be an issue with our accounting software.



## RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

Please describe in your proposal how inmates can be restricted from ordering certain items every month, such as tennis shoes.

Please describe the security protocols your company have in place to protect the inmates personal information.

Please describe how the county accesses information – is there a web based system?

Is there a way that the inmates can be restricted from ordering certain items every month, such as tennis shoes?

- 1) QUESTION: Does the County import from lockdown to their system?  
ANSWER: Not currently.
- 2) QUESTION: Does the County want to import from lockdown to their system?  
ANSWER: Yes.
- 3) QUESTION: Does the county want to import on a weekly basis?  
ANSWER: A daily basis is preferable.
- 4) QUESTION: What is your current population?  
ANSWER: 192.
- 5) QUESTION: Will Dormitory C be included in this bid? Are they considered in the ADP?  
ANSWER: No and no.
- 6) QUESTION: Is there a specific reason why the kiosks are not currently connected?  
ANSWER: County pulled data for previous vendor, but there was no power to the kiosks where the current vendor had placed them.
- 7) QUESTION: Other than the current commissary vendor, are there any other programs being offered as far as an inmate package program?  
ANSWER: Only from inmate families. The county would like to eliminate that and let the commissary provider be the sole provider.
- 8) QUESTION: Who is the current food service provider  
ANSWER: Aramark.
- 9) QUESTION: Will the kiosks be the same?  
ANSWER: Yes.
- 10) QUESTION: How many current kiosks are there and where are they located?  
ANSWER: 1 (one) in A dorm and 1 (one) in B dorm. They are mounted on the wall, but they are not connected and have never been used.
- 11) QUESTION: Is a deposit kiosk required?  
ANSWER: Yes. A deposit kiosk can be installed inside the entrance lobby of the prison, before the metal detectors.
- 12) QUESTION: What is an acceptable fee for cash deposits made in the deposit kiosk?  
ANSWER: Vendor to list fees charged.

## RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

- 13) QUESTION: Will the successful vendor be responsible for emptying the deposit kiosk?  
ANSWER: Yes.
- 14) QUESTION: How much money can the families bring into the prison?  
ANSWER: Currently paper money is contraband. Coins can be brought in for use in the vending machines located in the visitation/family room.  
NOTE: This item has been rectified as the deposit kiosk will be located in the entrance lobby, so no paper money needs to be brought past the metal detector.
- 15) QUESTION: Will there be a fee for depositing funds into the kiosk?  
ANSWER: Vendor to list fees charged.
- 16) QUESTION: Do the vending machines in the visitation/family room belong to the current vendor?  
ANSWER: No – they are owned by a local vendor and the contents are supplied at cost. The County gets no commission from the vending machines.
- 17) QUESTION: The 2 (two) current kiosks – do they have power?  
ANSWER: No.
- 18) QUESTION: Can vendor use the data lines?  
ANSWER: The County currently hosts the vendor information on our servers, but is requesting a “turn-key” totally supported solution that would not require using county server space. The two data lines that are in place now are not terminated and are run from the ceiling above the kiosk to the county wire room not to the external wire room.
- 19) QUESTION: Does the County have a vendor of choice for help with install?  
ANSWER: No. The County CANNOT recommend any particular vendor, but can supply a list of vendors from their vendor list.
- 20) QUESTION: Who is the current phone provider?  
ANSWER: Infinity Networks, Inc.
- 21) QUESTION: What is the current JMS?  
ANSWER: Department Of Corrections: Scribe.
- 22) QUESTION: What was the annual commissary revenue for the past three years broken down by month?  
ANSWER: 2013 - \$14,506.43; 2014 - \$14,852.70; 2015 - \$20,419.53 (See ATTACHMENT A).
- 23) QUESTION: Is Current Sales including any phone card sales?  
ANSWER: Yes- through phone vendor.
- 24) QUESTION: How many indigent inmates?  
ANSWER: As of 03.28.16 – 113.
- 25) QUESTION: Can you please provide the monthly detailed sales summaries, which show which items are being sold, for the last 12 months?  
ANSWER: See ATTACHMENT B.

- 26) QUESTION: Can we use the prison network or are we expected to install our own network?  
ANSWER: The vendor would be required to install their own network.
  
- 27) QUESTION: Could finance please provide a specific list of reports that they are looking for?  
ANSWER: For the reports that accompany the commission check, the county requires the following reports (by inmate): receipts in; purchases made; commission charged to inmate; commission given to county; inmate account balance at time of check.
  
- 28) QUESTION: In looking at the commission statements provided at the pre-bid meeting is the assumption of \$102,000 in Commissionable Sales for 2015 accurate?  
ANSWER: Yes.
  
- 29) QUESTION: Is the current commissary vendor interfaced with your Jail Management System vendor?  
ANSWER: No they are two separate systems.
  
- 30) QUESTION: Please provide the following:
  - a. Jail Management System company name and contact person:  
ANSWER: SCRIBE – (In House) Department of Corrections – Tammy McGowan.
  
  - b. Jail Management System company contact's phone number:  
ANSWER: 404-987-3955.
  
  - c. Jail Management System company contact's email address:  
ANSWER: Tammy.McGowan@gdc.ga.gov.
  
- 31) QUESTION: How do inmates purchase phone time?  
ANSWER: Phone cards or family set up an account through telephone vendor.
  
- 32) QUESTION: Would the county be more interested in selling electronic phone time, eliminating the need for phone cards  
ANSWER: Yes.
  
- 33) QUESTION: Will the vendor be able to utilize the existing County network and internet connection  
ANSWER: No, the vendor would be required to install their own network and internet connection.
  
- 34) QUESTION: Does Aramark currently sell food to inmates through their Fresh Favorites program. a.If so what is sold and what are the current sales for December, January, and February? b. If so what is the commission rate on these products?  
ANSWER: No.
  
- 35) QUESTION: Page 15, 5.1 a., asks for one kiosk each for three dorms. With kiosks already in Dorm A and Dorm B per page 16 is there wiring and a network connection already in place in the 3<sup>rd</sup> dorm needing a kiosk?  
ANSWER: Currently there is no electrical outlet for any of the Dorm kiosk. There is no network cable pulled to the 3<sup>rd</sup> dorm.

## RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

- 36) QUESTION: Is there wiring and a network connection already in place for the visitation kiosk?  
ANSWER: No.
- 37) QUESTION: Should all vendors include a copy of their Money Transmitter License for Georgia in their response to be compliant with the statement at the bottom of page 16?  
ANSWER: Yes.
- 38) QUESTION: Page 3, Document Checklist, it states to submit the documentation in the following order of shown as **REQUIRED**. The instructions to bidder's document is not listed as required. Where should that document be included in the response?  
ANSWER: Please place with the "REQUIRED" documents at the front of your proposal.
- 39) QUESTION: Is the Bid/Quote Submittal form mentioned on Page 3, Document Checklist the same thing as Attachment A?  
ANSWER: Yes.
- 40) QUESTION: Page 11, 3.7 Format of Responses states the order of proposal content including items A.-E. Should this section of the proposal follow all of the items addressed in the Document Checklist?  
ANSWER: Yes. Please place items listed in the document checklist as "REQUIRED" at the front of your proposal.
- 41) QUESTION: Is section E. Appendices on page 12, 3.7 Format of Response, where proposers should include their response to the items outlined in Section 5.1 Scope of Work since the Scope of Work is not addressed in sections A-D of the response format?  
ANSWER: Yes.
- 42) QUESTION: Our kiosks and software are web based applications. Would we be able to use the prison's network to connect?  
ANSWER: No, the vendor would be required to install their own network and internet connection.
- 43) QUESTION: On the inmate kiosks, will you allow inmates to send and receive email from family and friends (secure system)?  
ANSWER: No.

**INTENTIONALLY LEFT BLANK**

ATTACHMENT A - RESPONSES TO QUESTION 22

S.A.C.S.

<b>COMMISSARY COMMISSION – 2013</b>	
JANUARY	\$1,234.24
FEBRUARY	\$1,135.52
MARCH	\$1,209.05
APRIL	\$1,703.59
MAY	\$1,173.66
JUNE	\$1,194.83
JULY	\$1,199.81
AUGUST	\$1,019.09
SEPTEMBER	\$1,138.22
OCTOBER	\$1,270.96
NOVEMBER	\$1,069.81
DECEMBER	\$1,157.65
<b>TOTAL</b>	<b>\$14,506.43</b>

<b>COMMISSARY COMMISSION – 2014</b>	
JANUARY	\$754.22
FEBRUARY	\$1,014.12
MARCH	\$1,190.62
APRIL	\$ 1,483.72
MAY	\$1,249.28
JUNE	\$1,199.92
JULY	\$1,438.30
AUGUST	\$1,147.29
SEPTEMBER	\$1,482.18
OCTOBER	\$1,221.03
NOVEMBER	\$1,167.18
DECEMBER	\$1,504.84
<b>TOTAL</b>	<b>\$14,852.70</b>

<b>COMMISSARY COMMISSION – 2015</b>	
JANUARY	\$1,289.27
FEBRUARY	\$1,878.29
MARCH	\$2,678.85
APRIL	\$1,793.58
MAY	\$1,775.98
JUNE	\$2,091.60
JULY	\$1,514.53
AUGUST	\$1,393.25
SEPTEMBER	\$1,794.51
OCTOBER	\$1,328.63
NOVEMBER	\$1,270.37
DECEMBER	\$1,610.67
<b>TOTAL</b>	<b>\$20,419.53</b>



ATTACHMENT B - RESPONSE TO QUESTION 25

**Commissary 100-38-9001-9 Product Sales**

Period 3/1/2015 12:00 AM to 3/31/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1011	Halls Reg. Cough Drops	1	\$1.56	\$1.56	\$0.00
2003	Suave A/P Solid	4	\$3.59	\$14.36	\$0.00
2020	Ivory Soap 3.1 oz	1	\$1.34	\$1.34	\$0.00
2021	Dial Gold Soap 3.5 oz	5	\$1.50	\$7.50	\$0.00
2022	Irish Spring 3.2oz	8	\$1.42	\$11.36	\$0.00
2023	Lever 2000 w/ Aloe	6	\$2.11	\$12.66	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	8	\$2.72	\$21.76	\$0.00
2035	Toothbrush Holder	1	\$1.14	\$1.14	\$0.00
2058	Murray's Pomade 3oz	1	\$3.86	\$3.86	\$0.00
2061	Royal Crown 4oz	1	\$3.22	\$3.22	\$0.00
2063	Palm Brush	2	\$1.81	\$3.62	\$0.00
2069	Baby Powder 4 oz	2	\$1.19	\$2.38	\$0.00
2070	Baby Oil 4 oz	2	\$1.14	\$2.28	\$0.00
2071	Petroleum Jelly 4 oz	2	\$1.72	\$3.44	\$0.00
3001	Greeting Card - Thinking Of You	13	\$1.42	\$18.46	\$0.00
3002	Greeting Card - Love You	8	\$1.42	\$11.36	\$0.00
3003	Greeting Card - Birthday Adult	4	\$1.42	\$5.68	\$0.00
3004	Greeting Card - Birthday Child	3	\$1.42	\$4.26	\$0.00
3005	Greeting Card - Seasonal/Holiday	4	\$1.42	\$5.68	\$0.00
3015	Playing Cards	2	\$1.82	\$3.64	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3018	Cereal Bowl w/ Lid 23oz	5	\$1.52	\$7.60	\$0.00
3022	Black Ink Pen	5	\$0.34	\$1.70	\$0.00
3023	Flexible Pen	1	\$0.34	\$0.34	\$0.00
3024	Writing Pad Gummed 8.5x11	5	\$1.48	\$7.40	\$0.00
3025	Plain Envelope	37	\$0.12	\$4.44	\$0.00
3026	Stamped Envelope	50	\$0.64	\$32.00	\$0.00
3027	Manilla Envelope	6	\$0.22	\$1.32	\$0.00
3028	Stamp	70	\$0.49	\$34.30	\$0.00
3030	AA Batteries (4)	10	\$3.75	\$37.50	\$0.00
3031	AAA Batteries (4)	3	\$3.75	\$11.25	\$0.00
4001	Coke - 20 oz	68	\$1.52	\$103.36	\$0.00
4003	Sprite - 20 oz	52	\$1.52	\$79.04	\$0.00
4004	Mr. Pibb - 20 oz	35	\$1.52	\$53.20	\$0.00
4005	Mellow Yellow - 20 oz	37	\$1.52	\$56.24	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4006	Fanta Orange - 20 oz	39	\$1.52	\$59.28	\$0.00
4007	Fanta Grape - 20 oz	40	\$1.52	\$60.80	\$0.00
4008	Fanta Strawberry - 20 oz	138	\$1.52	\$209.76	\$0.00
4019	Maxima Instant Coffee 3 oz.	185	\$3.88	\$717.80	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	45	\$4.94	\$222.30	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	8	\$1.90	\$15.20	\$0.00
4025	SS Hot Cocoa 10ct BX	2	\$3.35	\$6.70	\$0.00
4026	Sweet Thing (10)	5	\$0.68	\$3.40	\$0.00
4027	Sugar (10)	7	\$0.68	\$4.76	\$0.00
4028	Coffee Creamer (10)	3	\$0.75	\$2.25	\$0.00
4030	Lemonade 6 oz Bag	40	\$1.72	\$68.80	\$0.00
4031	Tropical Punch 6 oz Bag	76	\$1.72	\$130.72	\$0.00
4032	Cherry 6 oz Bag	70	\$1.72	\$120.40	\$0.00
4033	Grape 6 oz Bag	30	\$1.72	\$51.60	\$0.00
4034	Orange 6 oz Bag	35	\$1.72	\$60.20	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	7	\$2.89	\$20.23	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	22	\$2.06	\$45.32	\$0.00
5001	Grand Iced Honey Bun	1531	\$1.09	\$1668.79	\$0.00
5002	Glazed Honey Bun	575	\$0.95	\$546.25	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	7	\$2.06	\$14.42	\$0.00
5005	Buddy Bar 6/2pk Bx	16	\$3.06	\$48.96	\$0.00
5006	Swiss Roll 6/2pk Bx	8	\$3.06	\$24.48	\$0.00
5008	Snack Crackers (bx)	1	\$4.58	\$4.58	\$0.00
5009	Cheese Cracker (bx)	9	\$2.97	\$26.73	\$0.00
5010	Moonpie - Banana	15	\$0.87	\$13.05	\$0.00
5011	Moonpie - Chocolate	8	\$0.87	\$6.96	\$0.00
5012	Moonpie - Vanilla	50	\$0.87	\$43.50	\$0.00
5013	Saltines 4pks/bx	5	\$3.66	\$18.30	\$0.00
5014	Chocolate Cupcake 4oz 2pk	18	\$1.17	\$21.06	\$0.00
5020	Grilled Cheese Cracker	197	\$0.69	\$135.93	\$0.00
5021	Toastchee PB Cracker	10	\$0.69	\$6.90	\$0.00
5022	Cream Cheese & Chive Cracker	32	\$0.69	\$22.08	\$0.00
5023	Jalpeno Cheddar Cracker	1	\$0.69	\$0.69	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	332	\$0.71	\$235.72	\$0.00
5025	Salted Peanuts 3.5oz	6	\$1.26	\$7.56	\$0.00
5026	Honey Roasted Peanuts 3.5oz	79	\$1.26	\$99.54	\$0.00
5028	Sweet & Spicy Trail Mix	22	\$0.82	\$18.04	\$0.00
5029	Rice Krispie Treat	17	\$1.12	\$19.04	\$0.00
5030	Granola Bar - Oats & Honey	23	\$0.89	\$20.47	\$0.00
5031	Blazin Hot P'nuts 3.5oz	3	\$1.26	\$3.78	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5032	Sharp Cheese Spread 8oz	2	\$3.15	\$6.30	\$0.00
5033	Crunch-n-Munch	2	\$2.64	\$5.28	\$0.00
5034	Jalapeno Cheese 8oz.	5	\$3.15	\$15.75	\$0.00
5036	Mix'n Yogurt 2oz	26	\$0.94	\$24.44	\$0.00
5039	Chocolate Creme Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5040	Peanut Butter Granola Bar	48	\$0.89	\$42.72	\$0.00
5041	Oreo Cookies	5	\$0.85	\$4.25	\$0.00
5042	Chocolate Chip Cookies	10	\$1.08	\$10.80	\$0.00
5043	Strawberry Cookies 5oz	49	\$1.08	\$52.92	\$0.00
5044	Peanut Butter Cookies 5oz	51	\$1.08	\$55.08	\$0.00
5045	Vanilla Cookies 5oz	9	\$1.08	\$9.72	\$0.00
5046	Duplex Cookies 5oz	9	\$1.08	\$9.72	\$0.00
5047	Lemon Cookies 5oz	5	\$1.08	\$5.40	\$0.00
5048	Iced Oatmeal Cookie 5oz	18	\$1.08	\$19.44	\$0.00
5050	SugarFree Vanilla Wafers1.6oz	2	\$0.86	\$1.72	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	21	\$0.86	\$18.06	\$0.00
5055	Strawberry Pop-Tart 2pk	38	\$1.17	\$44.46	\$0.00
5056	Blueberry Pop-Tart 2pk	4	\$1.17	\$4.68	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	48	\$2.37	\$113.76	\$0.00
5059	Instant Red Beans and Rice 4.4oz	12	\$2.12	\$25.44	\$0.00
5061	Pre-Cooked Rice Bag	28	\$1.80	\$50.40	\$0.00
5062	Flour Tortilla	36	\$1.88	\$67.68	\$0.00
5063	Chili w/ Beans Pouch	18	\$3.08	\$55.44	\$0.00
5065	Tuna in a Pouch 6oz	108	\$2.62	\$282.96	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	4	\$1.50	\$6.00	\$0.00
5067	Spam Pouch	1	\$3.47	\$3.47	\$0.00
5070	Beef-n-Cheese Stick	79	\$1.00	\$79.00	\$0.00
5071	TB Twin Salami 1oz	8	\$1.00	\$8.00	\$0.00
5073	Spicy Sausage	44	\$0.91	\$40.04	\$0.00
5075	Dill Pickle	36	\$1.42	\$51.12	\$0.00
5076	Hot Pickle	36	\$1.42	\$51.12	\$0.00
5077	Panola Hot Sauce	37	\$1.27	\$46.99	\$0.00
5078	Peanut Butter Squeeze Pouch	15	\$0.86	\$12.90	\$0.00
5079	Mayonnaise Squeeze Pouch	81	\$0.35	\$28.35	\$0.00
5081	Big Haus Original Beef Stick 5oz	25	\$2.82	\$70.50	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	116	\$2.82	\$327.12	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	40	\$2.82	\$112.80	\$0.00
5084	Grape Jelly Squeeze Pouch	1	\$0.35	\$0.35	\$0.00
5087	Pouch Sardines in Oil 3.53oz	3	\$1.64	\$4.92	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	11	\$1.64	\$18.04	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5090	Titio's Jalpeno Slices	39	\$0.65	\$25.35	\$0.00
5093	Cocoa Puffs Cereal Bar	126	\$0.42	\$52.92	\$0.00
5100	Hot Pork Skins 1 oz	183	\$0.68	\$124.44	\$0.00
5101	BBQ Pork Skins1 oz	100	\$0.68	\$68.00	\$0.00
5103	Lays Salt & Vinegar LSS	307	\$0.59	\$181.13	\$0.00
5104	Sour Cream & Onion Chip LSS	44	\$1.06	\$46.64	\$0.00
5108	Fritos BBQ Corn Chip LSS	48	\$1.06	\$50.88	\$0.00
5109	Hot Buffalo Wing Chip	468	\$0.59	\$276.12	\$0.00
5110	Jalapeno Chip	308	\$0.59	\$181.72	\$0.00
5111	Bacon Cheddar Fries	103	\$0.64	\$65.92	\$0.00
5112	Puffed Cheetos	562	\$0.65	\$365.30	\$0.00
5113	Kosher Dill Chips	55	\$0.59	\$32.45	\$0.00
5114	Lance White Cheddar Popcorn	37	\$0.59	\$21.83	\$0.00
5115	Cheez-It 1.5oz	56	\$0.70	\$39.20	\$0.00
5116	Snyders Jalap. Pret. Pieces	42	\$0.95	\$39.90	\$0.00
5117	Snyders Hot Buffalo Pieces	47	\$0.95	\$44.65	\$0.00
5118	RoldGold Tiny Twist LSS	3	\$1.06	\$3.18	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	264	\$0.85	\$224.40	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	592	\$0.75	\$444.00	\$0.00
5125	Lays BBQ LSS	10	\$1.06	\$10.60	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	9	\$0.95	\$8.55	\$0.00
5127	Cheetos Jalp. Cheddar LSS	542	\$1.06	\$574.52	\$0.00
5128	Ruffles Cheddar S-Cream LSS	109	\$1.06	\$115.54	\$0.00
5131	Cup Soup - California Vegetable	3	\$0.91	\$2.73	\$0.00
5132	Ninas Menudo Mix	1	\$1.12	\$1.12	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	3	\$0.91	\$2.73	\$0.00
5140	Chili Ramen Soup - Bag	1183	\$0.64	\$757.12	\$0.00
5141	Beef Ramen Soup - Bag	461	\$0.64	\$295.04	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	1037	\$0.64	\$663.68	\$0.00
5143	Picante Beef Ramen Soup - Bag	323	\$0.64	\$206.72	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	542	\$0.64	\$346.88	\$0.00
5145	Chicken Ramen Soup - Bag	490	\$0.64	\$313.60	\$0.00
5146	Shrimp Ramen Soup - Bag	284	\$0.64	\$181.76	\$0.00
5148	Funyuns LSS	29	\$1.06	\$30.74	\$0.00
5149	Cool Ranch Doritos LSS	113	\$1.06	\$119.78	\$0.00
5302	Malt-O-Meal Fruity Dyno-Bites 13oz	1	\$4.89	\$4.89	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	2	\$4.97	\$9.94	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	8	\$4.89	\$39.12	\$0.00
5320	Instant Oatmeal Variety 10pk	25	\$4.44	\$111.00	\$0.00
6002	Hershey Milk Chocolate	1	\$1.19	\$1.19	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
6003	Kit Kat	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	14	\$1.19	\$16.66	\$0.00
6007	Snicker Bar	13	\$1.19	\$15.47	\$0.00
6009	M&M Plain	2	\$1.19	\$2.38	\$0.00
6010	3 Musketeers	1	\$1.19	\$1.19	\$0.00
6014	Skittles - Orig	28	\$1.19	\$33.32	\$0.00
6019	Atomic Fireballs 4oz Bag	5	\$1.56	\$7.80	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	36	\$1.50	\$54.00	\$0.00
6021	Starlight Mints - 4 oz	1	\$1.46	\$1.46	\$0.00
6024	Chick-O-Stick 3oz Bag	1	\$1.30	\$1.30	\$0.00
6025	Tootsie Pop	35	\$0.35	\$12.25	\$0.00
6027	Twix Caramel	5	\$1.19	\$5.95	\$0.00
6035	Mix Berry Fruit Snack	6	\$1.06	\$6.36	\$0.00
7008	XL Shower Shoe	1	\$2.29	\$2.29	\$0.00
		13983		\$13416.36	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 4/1/2015 12:00 AM to 4/30/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1001	Anti-Fungal Cream	3	\$3.15	\$9.45	\$0.00
2001	Deodrant Stick 1.6 oz	1	\$1.72	\$1.72	\$0.00
2002	Mennon Speed Stick 2oz Reg	1	\$3.65	\$3.65	\$0.00
2003	Suave A/P Solid	2	\$3.59	\$7.18	\$0.00
2007	PC Ladies Stick Deo. Powder fresh	2	\$1.98	\$3.96	\$0.00
2020	Ivory Soap 3.1 oz	1	\$1.34	\$1.34	\$0.00
2021	Dial Gold Soap 3.5 oz	5	\$1.50	\$7.50	\$0.00
2022	Irish Spring 3.2oz	4	\$1.42	\$5.68	\$0.00
2023	Lever 2000 w/ Aloe	8	\$2.11	\$16.88	\$0.00
2029	Soap Dish	1	\$1.14	\$1.14	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	7	\$2.72	\$19.04	\$0.00
2037	Medium TEK Toothbrush	1	\$1.14	\$1.14	\$0.00
2059	Majic Cream Shave 6oz Tube	1	\$6.20	\$6.20	\$0.00
2063	Palm Brush	1	\$1.81	\$1.81	\$0.00
2064	Black Comb 5 in	1	\$0.29	\$0.29	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
2071	Petroleum Jelly 4 oz	3	\$1.72	\$5.16	\$0.00
3001	Greeting Card - Thinking Of You	9	\$1.42	\$12.78	\$0.00
3002	Greeting Card - Love You	4	\$1.42	\$5.68	\$0.00
3003	Greeting Card - Birthday Adult	3	\$1.42	\$4.26	\$0.00
3004	Greeting Card - Birthday Child	2	\$1.42	\$2.84	\$0.00
3005	Greeting Card - Seasonal/Holiday	4	\$1.42	\$5.68	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3018	Cereal Bowl w/ Lid 23oz	6	\$1.52	\$9.12	\$0.00
3022	Black Ink Pen	6	\$0.34	\$2.04	\$0.00
3024	Writing Pad Gummed 8.5x11	3	\$1.48	\$4.44	\$0.00
3025	Plain Envelope	28	\$0.12	\$3.36	\$0.00
3026	Stamped Envelope	27	\$0.64	\$17.28	\$0.00
3027	Manilla Envelope	2	\$0.22	\$0.44	\$0.00
3028	Stamp	56	\$0.49	\$27.44	\$0.00
3030	AA Batteries (4)	8	\$3.75	\$30.00	\$0.00
3032	Crossword Puzzle	1	\$1.86	\$1.86	\$0.00
3040	Sudoku Puzzle	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	53	\$1.52	\$80.56	\$0.00
4003	Sprite - 20 oz	32	\$1.52	\$48.64	\$0.00



### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4004	Mr. Pibb - 20 oz	23	\$1.52	\$34.96	\$0.00
4005	Mellow Yellow - 20 oz	29	\$1.52	\$44.08	\$0.00
4006	Fanta Orange - 20 oz	32	\$1.52	\$48.64	\$0.00
4007	Fanta Grape - 20 oz	15	\$1.52	\$22.80	\$0.00
4008	Fanta Strawberry - 20 oz	71	\$1.52	\$107.92	\$0.00
4019	Maxima Instant Coffee 3 oz.	131	\$3.88	\$508.28	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	25	\$4.94	\$123.50	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	19	\$1.90	\$36.10	\$0.00
4025	SS Hot Cocoa 10ct BX	1	\$3.35	\$3.35	\$0.00
4026	Sweet Thing (10)	4	\$0.68	\$2.72	\$0.00
4027	Sugar (10)	7	\$0.68	\$4.76	\$0.00
4028	Coffee Creamer (10)	2	\$0.75	\$1.50	\$0.00
4030	Lemonade 6 oz Bag	29	\$1.72	\$49.88	\$0.00
4031	Tropical Punch 6 oz Bag	48	\$1.72	\$82.56	\$0.00
4032	Cherry 6 oz Bag	50	\$1.72	\$86.00	\$0.00
4033	Grape 6 oz Bag	16	\$1.72	\$27.52	\$0.00
4034	Orange 6 oz Bag	11	\$1.72	\$18.92	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	6	\$2.89	\$17.34	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	5	\$2.06	\$10.30	\$0.00
5001	Grand Iced Honey Bun	907	\$1.09	\$988.63	\$0.00
5002	Glazed Honey Bun	602	\$0.95	\$571.90	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	5	\$2.06	\$10.30	\$0.00
5005	Buddy Bar 6/2pk Bx	8	\$3.06	\$24.48	\$0.00
5006	Swiss Roll 6/2pk Bx	2	\$3.06	\$6.12	\$0.00
5007	Pecan Spins 8ct	4	\$2.52	\$10.08	\$0.00
5008	Snack Crackers (bx)	4	\$4.58	\$18.32	\$0.00
5009	Cheese Cracker (bx)	9	\$2.97	\$26.73	\$0.00
5010	Moonpie - Banana	7	\$0.87	\$6.09	\$0.00
5012	Moonpie - Vanilla	33	\$0.87	\$28.71	\$0.00
5013	Saltines 4pks/bx	3	\$3.66	\$10.98	\$0.00
5014	Chocolate Cupcake 4oz 2pk	22	\$1.17	\$25.74	\$0.00
5016	Fudge Brownie 2.75 oz	2	\$1.12	\$2.24	\$0.00
5020	Grilled Cheese Cracker	98	\$0.69	\$67.62	\$0.00
5022	Cream Cheese & Chive Cracker	17	\$0.69	\$11.73	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	150	\$0.71	\$106.50	\$0.00
5025	Salted Peanuts 3.5oz	22	\$1.26	\$27.72	\$0.00
5026	Honey Roasted Peanuts 3.5oz	40	\$1.26	\$50.40	\$0.00
5028	Sweet & Spicy Trail Mix	18	\$0.82	\$14.76	\$0.00
5029	Rice Krispie Treat	12	\$1.12	\$13.44	\$0.00
5030	Granola Bar - Oats & Honey	8	\$0.89	\$7.12	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5031	Blazin Hot P'nuts 3.5oz	8	\$1.26	\$10.08	\$0.00
5032	Sharp Cheese Spread 8oz	1	\$3.15	\$3.15	\$0.00
5034	Jalapeno Cheese 8oz.	1	\$3.15	\$3.15	\$0.00
5036	Mix'n Yogurt 2oz	21	\$0.94	\$19.74	\$0.00
5040	Peanut Butter Granola Bar	5	\$0.89	\$4.45	\$0.00
5041	Oreo Cookies	2	\$0.85	\$1.70	\$0.00
5042	Chocolate Chip Cookies	10	\$1.08	\$10.80	\$0.00
5043	Strawberry Cookies 5oz	12	\$1.08	\$12.96	\$0.00
5044	Peanut Butter Cookies 5oz	20	\$1.08	\$21.60	\$0.00
5045	Vanilla Cookies 5oz	9	\$1.08	\$9.72	\$0.00
5046	Duplex Cookies 5oz	9	\$1.08	\$9.72	\$0.00
5047	Lemon Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5048	Iced Oatmeal Cookie 5oz	9	\$1.08	\$9.72	\$0.00
5050	SugarFree Vanilla Wafers1.6oz	2	\$0.86	\$1.72	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	7	\$0.86	\$6.02	\$0.00
5055	Strawberry Pop-Tart 2pk	25	\$1.17	\$29.25	\$0.00
5056	Blueberry Pop-Tart 2pk	12	\$1.17	\$14.04	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	22	\$2.37	\$52.14	\$0.00
5059	Instant Red Beans and Rice 4.4oz	1	\$2.12	\$2.12	\$0.00
5061	Pre-Cooked Rice Bag	18	\$1.80	\$32.40	\$0.00
5062	Flour Tortilla	22	\$1.88	\$41.36	\$0.00
5063	Chili w/ Beans Pouch	3	\$3.08	\$9.24	\$0.00
5065	Tuna in a Pouch 6oz	111	\$2.62	\$290.82	\$0.00
5068	Beef Jerky Pouch 1oz.	2	\$1.79	\$3.58	\$0.00
5070	Beef-n-Cheese Stick	44	\$1.00	\$44.00	\$0.00
5071	TB Twin Salami 1oz	15	\$1.00	\$15.00	\$0.00
5073	Spicy Sausage	49	\$0.91	\$44.59	\$0.00
5075	Dill Pickle	24	\$1.42	\$34.08	\$0.00
5076	Hot Pickle	27	\$1.42	\$38.34	\$0.00
5077	Panola Hot Sauce	19	\$1.27	\$24.13	\$0.00
5078	Peanut Butter Squeeze Pouch	6	\$0.86	\$5.16	\$0.00
5079	Mayonnaise Squeeze Pouch	111	\$0.35	\$38.85	\$0.00
5081	Big Haus Original Beef Stick 5oz	33	\$2.82	\$93.06	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	48	\$2.82	\$135.36	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	35	\$2.82	\$98.70	\$0.00
5084	Grape Jelly Squeeze Pouch	10	\$0.35	\$3.50	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	6	\$1.64	\$9.84	\$0.00
5090	Titio's Jalpeno Slices	35	\$0.65	\$22.75	\$0.00
5093	Cocoa Puffs Cereal Bar	113	\$0.42	\$47.46	\$0.00
5100	Hot Pork Skins 1 oz	105	\$0.68	\$71.40	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5101	BBQ Pork Skins1 oz	86	\$0.68	\$58.48	\$0.00
5103	Lays Salt & Vinegar LSS	167	\$0.59	\$98.53	\$0.00
5104	Sour Cream & Onion Chip LSS	35	\$1.06	\$37.10	\$0.00
5108	Fritos BBQ Corn Chip LSS	40	\$1.06	\$42.40	\$0.00
5109	Hot Buffalo Wing Chip	373	\$0.59	\$220.07	\$0.00
5110	Jalapeno Chip	319	\$0.59	\$188.21	\$0.00
5111	Bacon Cheddar Fries	60	\$0.64	\$38.40	\$0.00
5112	Puffed Cheetos	270	\$0.65	\$175.50	\$0.00
5113	Kosher Dill Chips	64	\$0.59	\$37.76	\$0.00
5114	Lance White Cheddar Popcorn	37	\$0.59	\$21.83	\$0.00
5115	Cheez-It 1.5oz	41	\$0.70	\$28.70	\$0.00
5116	Snyders Jalap. Pret. Pieces	24	\$0.95	\$22.80	\$0.00
5117	Snyders Hot Buffalo Pieces	29	\$0.95	\$27.55	\$0.00
5118	RoldGold Tiny Twist LSS	2	\$1.06	\$2.12	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	147	\$0.85	\$124.95	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	372	\$0.75	\$279.00	\$0.00
5125	Lays BBQ LSS	21	\$1.06	\$22.26	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	14	\$0.95	\$13.30	\$0.00
5127	Cheetos Jalp. Cheddar LSS	282	\$1.06	\$298.92	\$0.00
5128	Ruffles Cheddar S-Cream LSS	90	\$1.06	\$95.40	\$0.00
5131	Cup Soup - California Vegetable	4	\$0.91	\$3.64	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	5	\$0.91	\$4.55	\$0.00
5140	Chili Ramen Soup - Bag	954	\$0.64	\$610.56	\$0.00
5141	Beef Ramen Soup - Bag	136	\$0.64	\$87.04	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	528	\$0.64	\$337.92	\$0.00
5143	Picante Beef Ramen Soup - Bag	342	\$0.64	\$218.88	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	321	\$0.64	\$205.44	\$0.00
5145	Chicken Ramen Soup - Bag	349	\$0.64	\$223.36	\$0.00
5146	Shrimp Ramen Soup - Bag	263	\$0.64	\$168.32	\$0.00
5148	Funyuns LSS	15	\$1.06	\$15.90	\$0.00
5149	Cool Ranch Doritos LSS	83	\$1.06	\$87.98	\$0.00
5155	Big Bang Chips LSS	85	\$0.75	\$63.75	\$0.00
5302	Malt-O-Meal Fruity Dyno-Bites 13oz	2	\$4.89	\$9.78	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	1	\$4.89	\$4.89	\$0.00
5320	Instant Oatmeal Variety 10pk	8	\$4.44	\$35.52	\$0.00
6001	Hershey W/Almond	4	\$1.19	\$4.76	\$0.00
6002	Hershey Milk Chocolate	1	\$1.19	\$1.19	\$0.00
6003	Kit Kat	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	8	\$1.19	\$9.52	\$0.00
6006	Milky Way	2	\$1.19	\$2.38	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6007	Snicker Bar	8	\$1.19	\$9.52	\$0.00
6008	M&M Peanut	3	\$1.19	\$3.57	\$0.00
6011	Baby Ruth	6	\$1.19	\$7.14	\$0.00
6012	Butterfinger	2	\$1.19	\$2.38	\$0.00
6014	Skittles - Orig	12	\$1.19	\$14.28	\$0.00
6019	Atomic Fireballs 4oz Bag	9	\$1.56	\$14.04	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	26	\$1.50	\$39.00	\$0.00
6021	Starlight Mints - 4 oz	3	\$1.46	\$4.38	\$0.00
6025	Tootsie Pop	23	\$0.35	\$8.05	\$0.00
6027	Twix Caramel	3	\$1.19	\$3.57	\$0.00
6035	Mix Berry Fruit Snack	1	\$1.06	\$1.06	\$0.00
6036	Strawberry Fruit Snacks	1	\$1.06	\$1.06	\$0.00
		9483		\$8982.62	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 5/1/2015 12:00 AM to 5/31/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1001	Anti-Fungal Cream	1	\$3.15	\$3.15	\$0.00
2003	Suave A/P Solid	7	\$3.59	\$25.13	\$0.00
2011	VO5 2-N-1 12.5OZ	1	\$2.81	\$2.81	\$0.00
2021	Dial Gold Soap 3.5 oz	6	\$1.50	\$9.00	\$0.00
2022	Irish Spring 3.2oz	1	\$1.42	\$1.42	\$0.00
2023	Lever 2000 w/ Aloe	1	\$2.11	\$2.11	\$0.00
2029	Soap Dish	1	\$1.14	\$1.14	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	2	\$2.72	\$5.44	\$0.00
2037	Medium TEK Toothbrush	1	\$1.14	\$1.14	\$0.00
2040	4 oz Hand and Body Lotion	1	\$1.14	\$1.14	\$0.00
2060	Lusti's Pomade 4oz	1	\$2.28	\$2.28	\$0.00
2069	Baby Powder 4 oz	1	\$1.19	\$1.19	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
3001	Greeting Card - Thinking Of You	1	\$1.42	\$1.42	\$0.00
3003	Greeting Card - Birthday Adult	2	\$1.42	\$2.84	\$0.00
3004	Greeting Card - Birthday Child	1	\$1.42	\$1.42	\$0.00
3005	Greeting Card - Seasonal/Holiday	15	\$1.42	\$21.30	\$0.00
3015	Playing Cards	1	\$1.82	\$1.82	\$0.00
3017	Plastic Coffee Mug 12oz	4	\$1.14	\$4.56	\$0.00
3018	Cereal Bowl w/ Lid 23oz	12	\$1.52	\$18.24	\$0.00
3022	Black Ink Pen	9	\$0.34	\$3.06	\$0.00
3024	Writing Pad Gummed 8.5x11	1	\$1.48	\$1.48	\$0.00
3025	Plain Envelope	12	\$0.12	\$1.44	\$0.00
3026	Stamped Envelope	20	\$0.64	\$12.80	\$0.00
3028	Stamp	53	\$0.49	\$25.97	\$0.00
3030	AA Batteries (4)	12	\$3.75	\$45.00	\$0.00
3031	AAA Batteries (4)	3	\$3.75	\$11.25	\$0.00
3032	Crossword Puzzle	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	58	\$1.52	\$88.16	\$0.00
4003	Sprite - 20 oz	26	\$1.52	\$39.52	\$0.00
4004	Mr. Pibb - 20 oz	23	\$1.52	\$34.96	\$0.00
4005	Mellow Yellow - 20 oz	28	\$1.52	\$42.56	\$0.00
4006	Fanta Orange - 20 oz	28	\$1.52	\$42.56	\$0.00
4007	Fanta Grape - 20 oz	21	\$1.52	\$31.92	\$0.00
4008	Fanta Strawberry - 20 oz	100	\$1.52	\$152.00	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
4019	Maxima Instant Coffee 3 oz.	141	\$3.88	\$547.08	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	22	\$4.94	\$108.68	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	11	\$1.90	\$20.90	\$0.00
4025	SS Hot Cocoa 10ct BX	1	\$3.35	\$3.35	\$0.00
4027	Sugar (10)	7	\$0.68	\$4.76	\$0.00
4028	Coffee Creamer (10)	5	\$0.75	\$3.75	\$0.00
4030	Lemonade 6 oz Bag	29	\$1.72	\$49.88	\$0.00
4031	Tropical Punch 6 oz Bag	43	\$1.72	\$73.96	\$0.00
4032	Cherry 6 oz Bag	56	\$1.72	\$96.32	\$0.00
4033	Grape 6 oz Bag	10	\$1.72	\$17.20	\$0.00
4034	Orange 6 oz Bag	18	\$1.72	\$30.96	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	6	\$2.89	\$17.34	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	6	\$2.06	\$12.36	\$0.00
5001	Grand Iced Honey Bun	985	\$1.09	\$1073.65	\$0.00
5002	Glazed Honey Bun	447	\$0.95	\$424.65	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	3	\$2.06	\$6.18	\$0.00
5005	Buddy Bar 6/2pk Bx	8	\$3.06	\$24.48	\$0.00
5006	Swiss Roll 6/2pk Bx	1	\$3.06	\$3.06	\$0.00
5007	Pecan Spins 8ct	4	\$2.52	\$10.08	\$0.00
5008	Snack Crackers (bx)	1	\$4.58	\$4.58	\$0.00
5009	Cheese Cracker (bx)	8	\$2.97	\$23.76	\$0.00
5010	Moonpie - Banana	11	\$0.87	\$9.57	\$0.00
5011	Moonpie - Chocolate	4	\$0.87	\$3.48	\$0.00
5012	Moonpie - Vanilla	50	\$0.87	\$43.50	\$0.00
5013	Saltines 4pks/bx	7	\$3.66	\$25.62	\$0.00
5014	Chocolate Cupcake 4oz 2pk	14	\$1.17	\$16.38	\$0.00
5020	Grilled Cheese Cracker	68	\$0.69	\$46.92	\$0.00
5022	Cream Cheese & Chive Cracker	28	\$0.69	\$19.32	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	235	\$0.71	\$166.85	\$0.00
5025	Salted Peanuts 3.5oz	22	\$1.26	\$27.72	\$0.00
5026	Honey Roasted Peanuts 3.5oz	23	\$1.26	\$28.98	\$0.00
5028	Sweet & Spicy Trail Mix	21	\$0.82	\$17.22	\$0.00
5029	Rice Krispie Treat	33	\$1.12	\$36.96	\$0.00
5030	Granola Bar - Oats & Honey	15	\$0.89	\$13.35	\$0.00
5031	Blazin Hot P'nuts 3.5oz	11	\$1.26	\$13.86	\$0.00
5033	Crunch-n-Munch	1	\$2.64	\$2.64	\$0.00
5034	Jalapeno Cheese 8oz.	3	\$3.15	\$9.45	\$0.00
5036	Mix'n Yogurt 2oz	13	\$0.94	\$12.22	\$0.00
5040	Peanut Butter Granola Bar	10	\$0.89	\$8.90	\$0.00
5041	Oreo Cookies	1	\$0.85	\$0.85	\$0.00



**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5042	Chocolate Chip Cookies	26	\$1.08	\$28.08	\$0.00
5043	Strawberry Cookies 5oz	17	\$1.08	\$18.36	\$0.00
5044	Peanut Butter Cookies 5oz	9	\$1.08	\$9.72	\$0.00
5045	Vanilla Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5046	Duplex Cookies 5oz	16	\$1.08	\$17.28	\$0.00
5047	Lemon Cookies 5oz	8	\$1.08	\$8.64	\$0.00
5048	Iced Oatmeal Cookie 5oz	13	\$1.08	\$14.04	\$0.00
5050	SugarFree Vanilla Wafers1.6oz	1	\$0.86	\$0.86	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	6	\$0.86	\$5.16	\$0.00
5055	Strawberry Pop-Tart 2pk	18	\$1.17	\$21.06	\$0.00
5056	Blueberry Pop-Tart 2pk	11	\$1.17	\$12.87	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	24	\$2.37	\$56.88	\$0.00
5059	Instant Red Beans and Rice 4.4oz	2	\$2.12	\$4.24	\$0.00
5061	Pre-Cooked Rice Bag	14	\$1.80	\$25.20	\$0.00
5062	Flour Tortilla	25	\$1.88	\$47.00	\$0.00
5063	Chili w/ Beans Pouch	9	\$3.08	\$27.72	\$0.00
5065	Tuna in a Pouch 6oz	89	\$2.62	\$233.18	\$0.00
5068	Beef Jerky Pouch 1oz.	1	\$1.79	\$1.79	\$0.00
5070	Beef-n-Cheese Stick	48	\$1.00	\$48.00	\$0.00
5071	TB Twin Salami 1oz	14	\$1.00	\$14.00	\$0.00
5073	Spicy Sausage	35	\$0.91	\$31.85	\$0.00
5075	Dill Pickle	23	\$1.42	\$32.66	\$0.00
5076	Hot Pickle	21	\$1.42	\$29.82	\$0.00
5077	Panola Hot Sauce	16	\$1.27	\$20.32	\$0.00
5078	Peanut Butter Squeeze Pouch	2	\$0.86	\$1.72	\$0.00
5079	Mayonnaise Squeeze Pouch	129	\$0.35	\$45.15	\$0.00
5081	Big Haus Original Beef Stick 5oz	28	\$2.82	\$78.96	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	36	\$2.82	\$101.52	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	30	\$2.82	\$84.60	\$0.00
5084	Grape Jelly Squeeze Pouch	6	\$0.35	\$2.10	\$0.00
5087	Pouch Sardines in Oil 3.53oz	11	\$1.64	\$18.04	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	9	\$1.64	\$14.76	\$0.00
5090	Titio's Jalpeno Slices	10	\$0.65	\$6.50	\$0.00
5093	Cocoa Puffs Cereal Bar	88	\$0.42	\$36.96	\$0.00
5100	Hot Pork Skins 1 oz	99	\$0.68	\$67.32	\$0.00
5101	BBQ Pork Skins1 oz	99	\$0.68	\$67.32	\$0.00
5103	Lays Salt & Vinegar LSS	135	\$0.59	\$79.65	\$0.00
5104	Sour Cream & Onion Chip LSS	48	\$1.06	\$50.88	\$0.00
5108	Fritos BBQ Corn Chip LSS	17	\$1.06	\$18.02	\$0.00
5109	Hot Buffalo Wing Chip	300	\$0.59	\$177.00	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5110	Jalapeno Chip	250	\$0.59	\$147.50	\$0.00
5111	Bacon Cheddar Fries	10	\$0.64	\$6.40	\$0.00
5112	Puffed Cheetos	276	\$0.65	\$179.40	\$0.00
5113	Kosher Dill Chips	53	\$0.59	\$31.27	\$0.00
5114	Lance White Cheddar Popcorn	74	\$0.59	\$43.66	\$0.00
5115	Cheez-It 1.5oz	25	\$0.70	\$17.50	\$0.00
5116	Snyders Jalap. Pret. Pieces	24	\$0.95	\$22.80	\$0.00
5117	Snyders Hot Buffalo Pieces	24	\$0.95	\$22.80	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	143	\$0.85	\$121.55	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	453	\$0.75	\$339.75	\$0.00
5125	Lays BBQ LSS	37	\$1.06	\$39.22	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	8	\$0.95	\$7.60	\$0.00
5127	Cheetos Jalp. Cheddar LSS	273	\$1.06	\$289.38	\$0.00
5128	Ruffles Cheddar S-Cream LSS	119	\$1.06	\$126.14	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	10	\$0.91	\$9.10	\$0.00
5140	Chili Ramen Soup - Bag	800	\$0.64	\$512.00	\$0.00
5141	Beef Ramen Soup - Bag	257	\$0.64	\$164.48	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	700	\$0.64	\$448.00	\$0.00
5143	Picante Beef Ramen Soup - Bag	322	\$0.64	\$206.08	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	418	\$0.64	\$267.52	\$0.00
5145	Chicken Ramen Soup - Bag	429	\$0.64	\$274.56	\$0.00
5146	Shrimp Ramen Soup - Bag	139	\$0.64	\$88.96	\$0.00
5148	Funyuns LSS	7	\$1.06	\$7.42	\$0.00
5149	Cool Ranch Doritos LSS	65	\$1.06	\$68.90	\$0.00
5155	Big Bang Chips LSS	56	\$0.75	\$42.00	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	1	\$4.97	\$4.97	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	4	\$4.89	\$19.56	\$0.00
6001	Hershey W/Almond	1	\$1.19	\$1.19	\$0.00
6003	Kit Kat	1	\$1.19	\$1.19	\$0.00
6005	Reese's Peanut Butter Cup	4	\$1.19	\$4.76	\$0.00
6007	Snickers Bar	6	\$1.19	\$7.14	\$0.00
6008	M&M Peanut	5	\$1.19	\$5.95	\$0.00
6011	Baby Ruth	7	\$1.19	\$8.33	\$0.00
6012	Butterfinger	5	\$1.19	\$5.95	\$0.00
6014	Skittles - Orig	9	\$1.19	\$10.71	\$0.00
6019	Atomic Fireballs 4oz Bag	8	\$1.56	\$12.48	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	19	\$1.50	\$28.50	\$0.00
6021	Starlight Mints - 4 oz	2	\$1.46	\$2.92	\$0.00
6024	Chick-O-Stick 3oz Bag	3	\$1.30	\$3.90	\$0.00
6025	Tootsie Pop	19	\$0.35	\$6.65	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6027	Twix Caramel	1	\$1.19	\$1.19	\$0.00
6031	Jawbreakers	2	\$1.11	\$2.22	\$0.00
6035	Mix Berry Fruit Snack	5	\$1.06	\$5.30	\$0.00
7008	XL Shower Shoe	1	\$2.29	\$2.29	\$0.00
		9409		\$8887.89	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 6/1/2015 12:00 AM to 6/30/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1001	Anti-Fungal Cream	1	\$3.15	\$3.15	\$0.00
1007	Ibuprofen- 2 pack	3	\$0.86	\$2.58	\$0.00
2001	Deodrant Stick 1.6 oz	1	\$1.72	\$1.72	\$0.00
2003	Suave A/P Solid	3	\$3.59	\$10.77	\$0.00
2004	1.5 oz Roll-On Deo. Stick	1	\$0.82	\$0.82	\$0.00
2007	PC Ladies Stick Deo. Powder fresh	1	\$1.98	\$1.98	\$0.00
2011	VO5 2-N-1 12.5OZ	2	\$2.81	\$5.62	\$0.00
2021	Dial Gold Soap 3.5 oz	9	\$1.50	\$13.50	\$0.00
2022	Irish Spring 3.2oz	6	\$1.42	\$8.52	\$0.00
2023	Lever 2000 w/ Aloe	1	\$2.11	\$2.11	\$0.00
2029	Soap Dish	1	\$1.14	\$1.14	\$0.00
2030	Close-Up Toothpaste	2	\$3.31	\$6.62	\$0.00
2031	Colgate TP 4.6 oz	6	\$2.72	\$16.32	\$0.00
2032	Ind. Toothpaste 1.5 oz	1	\$1.12	\$1.12	\$0.00
2037	Medium TEK Toothbrush	1	\$1.14	\$1.14	\$0.00
2063	Palm Brush	4	\$1.81	\$7.24	\$0.00
2064	Black Comb 5 in	1	\$0.29	\$0.29	\$0.00
2069	Baby Powder 4 oz	2	\$1.19	\$2.38	\$0.00
2071	Petroleum Jelly 4 oz	3	\$1.72	\$5.16	\$0.00
3001	Greeting Card - Thinking Of You	6	\$1.42	\$8.52	\$0.00
3002	Greeting Card - Love You	1	\$1.42	\$1.42	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3018	Cereal Bowl w/ Lid 23oz	9	\$1.52	\$13.68	\$0.00
3022	Black Ink Pen	2	\$0.34	\$0.68	\$0.00
3024	Writing Pad Gummed 8.5x11	2	\$1.48	\$2.96	\$0.00
3025	Plain Envelope	18	\$0.12	\$2.16	\$0.00
3026	Stamped Envelope	27	\$0.64	\$17.28	\$0.00
3027	Manilla Envelope	10	\$0.22	\$2.20	\$0.00
3028	Stamp	60	\$0.49	\$29.40	\$0.00
3030	AA Batteries (4)	9	\$3.75	\$33.75	\$0.00
3031	AAA Batteries (4)	2	\$3.75	\$7.50	\$0.00
3032	Crossword Puzzle	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	59	\$1.52	\$89.68	\$0.00
4003	Sprite - 20 oz	29	\$1.52	\$44.08	\$0.00
4004	Mr. Pibb - 20 oz	33	\$1.52	\$50.16	\$0.00
4005	Mellow Yellow - 20 oz	39	\$1.52	\$59.28	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
4006	Fanta Orange - 20 oz	66	\$1.52	\$100.32	\$0.00
4007	Fanta Grape - 20 oz	22	\$1.52	\$33.44	\$0.00
4008	Fanta Strawberry - 20 oz	114	\$1.52	\$173.28	\$0.00
4019	Maxima Instant Coffee 3 oz.	179	\$3.88	\$694.52	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	26	\$4.94	\$128.44	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	25	\$1.90	\$47.50	\$0.00
4026	Sweet Thing (10)	1	\$0.68	\$0.68	\$0.00
4027	Sugar (10)	3	\$0.68	\$2.04	\$0.00
4028	Coffee Creamer (10)	2	\$0.75	\$1.50	\$0.00
4030	Lemonade 6 oz Bag	24	\$1.72	\$41.28	\$0.00
4031	Tropical Punch 6 oz Bag	59	\$1.72	\$101.48	\$0.00
4032	Cherry 6 oz Bag	52	\$1.72	\$89.44	\$0.00
4033	Grape 6 oz Bag	18	\$1.72	\$30.96	\$0.00
4034	Orange 6 oz Bag	21	\$1.72	\$36.12	\$0.00
4037	Iced Tea 6 oz Bag	4	\$1.72	\$6.88	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	4	\$2.89	\$11.56	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	7	\$2.06	\$14.42	\$0.00
5001	Grand Iced Honey Bun	1211	\$1.09	\$1319.99	\$0.00
5002	Glazed Honey Bun	575	\$0.95	\$546.25	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	3	\$2.06	\$6.18	\$0.00
5005	Buddy Bar 6/2pk Bx	9	\$3.06	\$27.54	\$0.00
5006	Swiss Roll 6/2pk Bx	1	\$3.06	\$3.06	\$0.00
5008	Snack Crackers (bx)	3	\$4.58	\$13.74	\$0.00
5009	Cheese Cracker (bx)	5	\$2.97	\$14.85	\$0.00
5010	Moonpie - Banana	4	\$0.87	\$3.48	\$0.00
5011	Moonpie - Chocolate	2	\$0.87	\$1.74	\$0.00
5012	Moonpie - Vanilla	30	\$0.87	\$26.10	\$0.00
5013	Saltines 4pks/bx	9	\$3.66	\$32.94	\$0.00
5014	Chocolate Cupcake 4oz 2pk	8	\$1.17	\$9.36	\$0.00
5016	Fudge Brownie 2.75 oz	2	\$1.12	\$2.24	\$0.00
5020	Grilled Cheese Cracker	43	\$0.69	\$29.67	\$0.00
5021	Toastchee PB Cracker	4	\$0.69	\$2.76	\$0.00
5022	Cream Cheese & Chive Cracker	30	\$0.69	\$20.70	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	216	\$0.71	\$153.36	\$0.00
5025	Salted Peanuts 3.5oz	2	\$1.26	\$2.52	\$0.00
5026	Honey Roasted Peanuts 3.5oz	47	\$1.26	\$59.22	\$0.00
5028	Sweet & Spicy Trail Mix	8	\$0.82	\$6.56	\$0.00
5029	Rice Krispie Treat	16	\$1.12	\$17.92	\$0.00
5030	Granola Bar - Oats & Honey	2	\$0.89	\$1.78	\$0.00
5031	Blazin Hot P'nuts 3.5oz	2	\$1.26	\$2.52	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5034	Jalapeno Cheese 8oz.	7	\$3.15	\$22.05	\$0.00
5036	Mix'n Yogurt 2oz	13	\$0.94	\$12.22	\$0.00
5039	Chocolate Creme Cookies 5oz	5	\$1.08	\$5.40	\$0.00
5040	Peanut Butter Granola Bar	5	\$0.89	\$4.45	\$0.00
5041	Oreo Cookies	4	\$0.85	\$3.40	\$0.00
5042	Chocolate Chip Cookies	15	\$1.08	\$16.20	\$0.00
5043	Strawberry Cookies 5oz	12	\$1.08	\$12.96	\$0.00
5044	Peanut Butter Cookies 5oz	40	\$1.08	\$43.20	\$0.00
5045	Vanilla Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5046	Duplex Cookies 5oz	7	\$1.08	\$7.56	\$0.00
5047	Lemon Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5048	Iced Oatmeal Cookie 5oz	9	\$1.08	\$9.72	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	2	\$0.86	\$1.72	\$0.00
5055	Strawberry Pop-Tart 2pk	18	\$1.17	\$21.06	\$0.00
5056	Blueberry Pop-Tart 2pk	7	\$1.17	\$8.19	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	31	\$2.37	\$73.47	\$0.00
5059	Instant Red Beans and Rice 4.4oz	4	\$2.12	\$8.48	\$0.00
5061	Pre-Cooked Rice Bag	27	\$1.80	\$48.60	\$0.00
5062	Flour Tortilla	41	\$1.88	\$77.08	\$0.00
5063	Chili w/ Beans Pouch	16	\$3.08	\$49.28	\$0.00
5065	Tuna in a Pouch 6oz	102	\$2.62	\$267.24	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	1	\$1.50	\$1.50	\$0.00
5067	Spam Pouch	1	\$3.47	\$3.47	\$0.00
5070	Beef-n-Cheese Stick	20	\$1.00	\$20.00	\$0.00
5071	TB Twin Salami 1oz	8	\$1.00	\$8.00	\$0.00
5073	Spicy Sausage	35	\$0.91	\$31.85	\$0.00
5075	Dill Pickle	27	\$1.42	\$38.34	\$0.00
5076	Hot Pickle	32	\$1.42	\$45.44	\$0.00
5077	Panola Hot Sauce	21	\$1.27	\$26.67	\$0.00
5078	Peanut Butter Squeeze Pouch	15	\$0.86	\$12.90	\$0.00
5079	Mayonnaise Squeeze Pouch	155	\$0.35	\$54.25	\$0.00
5081	Big Haus Original Beef Stick 5oz	34	\$2.82	\$95.88	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	65	\$2.82	\$183.30	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	21	\$2.82	\$59.22	\$0.00
5084	Grape Jelly Squeeze Pouch	11	\$0.35	\$3.85	\$0.00
5087	Pouch Sardines in Oil 3.53oz	1	\$1.64	\$1.64	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	9	\$1.64	\$14.76	\$0.00
5090	Titio's Jalpeno Slices	16	\$0.65	\$10.40	\$0.00
5093	Cocoa Puffs Cereal Bar	145	\$0.42	\$60.90	\$0.00
5100	Hot Pork Skins 1 oz	150	\$0.68	\$102.00	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5101	BBQ Pork Skins1 oz	115	\$0.68	\$78.20	\$0.00
5103	Lays Salt & Vinegar LSS	231	\$0.59	\$136.29	\$0.00
5104	Sour Cream & Onion Chip LSS	71	\$1.06	\$75.26	\$0.00
5108	Fritos BBQ Corn Chip LSS	33	\$1.06	\$34.98	\$0.00
5109	Hot Buffalo Wing Chip	398	\$0.59	\$234.82	\$0.00
5110	Jalapeno Chip	311	\$0.59	\$183.49	\$0.00
5111	Bacon Cheddar Fries	49	\$0.64	\$31.36	\$0.00
5112	Puffed Cheetos	481	\$0.65	\$312.65	\$0.00
5113	Kosher Dill Chips	87	\$0.59	\$51.33	\$0.00
5114	Lance White Cheddar Popcorn	52	\$0.59	\$30.68	\$0.00
5115	Cheez-It 1.5oz	31	\$0.70	\$21.70	\$0.00
5116	Snyders Jalap. Pret. Pieces	29	\$0.95	\$27.55	\$0.00
5117	Snyders Hot Buffalo Pieces	43	\$0.95	\$40.85	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	142	\$0.85	\$120.70	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	455	\$0.75	\$341.25	\$0.00
5125	Lays BBQ LSS	19	\$1.06	\$20.14	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	16	\$0.95	\$15.20	\$0.00
5127	Cheetos Jalp. Cheddar LSS	291	\$1.06	\$308.46	\$0.00
5128	Ruffles Cheddar S-Cream LSS	97	\$1.06	\$102.82	\$0.00
5131	Cup Soup - California Vegetable	12	\$0.91	\$10.92	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	15	\$0.91	\$13.65	\$0.00
5135	Cup Soup - Beef	7	\$0.91	\$6.37	\$0.00
5140	Chili Ramen Soup - Bag	770	\$0.64	\$492.80	\$0.00
5141	Beef Ramen Soup - Bag	229	\$0.64	\$146.56	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	816	\$0.64	\$522.24	\$0.00
5143	Picante Beef Ramen Soup - Bag	407	\$0.64	\$260.48	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	607	\$0.64	\$388.48	\$0.00
5145	Chicken Ramen Soup - Bag	467	\$0.64	\$298.88	\$0.00
5146	Shrimp Ramen Soup - Bag	219	\$0.64	\$140.16	\$0.00
5148	Funyuns LSS	10	\$1.06	\$10.60	\$0.00
5149	Cool Ranch Doritos LSS	61	\$1.06	\$64.66	\$0.00
5155	Big Bang Chips LSS	9	\$0.75	\$6.75	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	4	\$4.97	\$19.88	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	2	\$4.89	\$9.78	\$0.00
5320	Instant Oatmeal Variety 10pk	2	\$4.44	\$8.88	\$0.00
6002	Hershey Milk Chocolate	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	1	\$1.19	\$1.19	\$0.00
6007	Snickers Bar	21	\$1.19	\$24.99	\$0.00
6008	M&M Peanut	4	\$1.19	\$4.76	\$0.00
6009	M&M Plain	1	\$1.19	\$1.19	\$0.00



### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6010	3 Musketeers	2	\$1.19	\$2.38	\$0.00
6011	Baby Ruth	1	\$1.19	\$1.19	\$0.00
6012	Butterfinger	5	\$1.19	\$5.95	\$0.00
6014	Skittles - Orig	10	\$1.19	\$11.90	\$0.00
6019	Atomic Fireballs 4oz Bag	8	\$1.56	\$12.48	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	30	\$1.50	\$45.00	\$0.00
6021	Starlight Mints - 4 oz	1	\$1.46	\$1.46	\$0.00
6025	Tootsie Pop	31	\$0.35	\$10.85	\$0.00
6027	Twix Caramel	5	\$1.19	\$5.95	\$0.00
6031	Jawbreakers	6	\$1.11	\$6.66	\$0.00
7011	Boxer Short - 2XL	1	\$4.06	\$4.06	\$0.00
7039	Thermal Top - XL	1	\$7.30	\$7.30	\$0.00
		11070		\$10465.75	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 7/1/2015 12:00 AM to 7/31/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1007	Ibuprofen- 2 pack	8	\$0.86	\$6.88	\$0.00
1013	Tums	1	\$1.66	\$1.66	\$0.00
2002	Mennon Speed Stick 2oz Reg	2	\$3.65	\$7.30	\$0.00
2003	Suave A/P Solid	3	\$3.59	\$10.77	\$0.00
2007	PC Ladies Stick Deo. Powder fresh	1	\$1.98	\$1.98	\$0.00
2021	Dial Gold Soap 3.5 oz	12	\$1.50	\$18.00	\$0.00
2022	Irish Spring 3.2oz	5	\$1.42	\$7.10	\$0.00
2029	Soap Dish	1	\$1.14	\$1.14	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	8	\$2.72	\$21.76	\$0.00
2037	Medium TEK Toothbrush	3	\$1.14	\$3.42	\$0.00
2064	Black Comb 5 in	2	\$0.29	\$0.58	\$0.00
2069	Baby Powder 4 oz	1	\$1.19	\$1.19	\$0.00
2070	Baby Oil 4 oz	2	\$1.14	\$2.28	\$0.00
2071	Petroleum Jelly 4 oz	2	\$1.72	\$3.44	\$0.00
3001	Greeting Card - Thinking Of You	4	\$1.42	\$5.68	\$0.00
3002	Greeting Card - Love You	6	\$1.42	\$8.52	\$0.00
3003	Greeting Card - Birthday Adult	2	\$1.42	\$2.84	\$0.00
3015	Playing Cards	2	\$1.82	\$3.64	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3018	Cereal Bowl w/ Lid 23oz	1	\$1.52	\$1.52	\$0.00
3022	Black Ink Pen	1	\$0.34	\$0.34	\$0.00
3023	Flexible Pen	2	\$0.34	\$0.68	\$0.00
3024	Writing Pad Gummed 8.5x11	3	\$1.48	\$4.44	\$0.00
3025	Plain Envelope	23	\$0.12	\$2.76	\$0.00
3026	Stamped Envelope	22	\$0.64	\$14.08	\$0.00
3028	Stamp	68	\$0.49	\$33.32	\$0.00
3030	AA Batteries (4)	5	\$3.75	\$18.75	\$0.00
3031	AAA Batteries (4)	1	\$3.75	\$3.75	\$0.00
4001	Coke - 20 oz	46	\$1.52	\$69.92	\$0.00
4003	Sprite - 20 oz	22	\$1.52	\$33.44	\$0.00
4004	Mr. Pibb - 20 oz	42	\$1.52	\$63.84	\$0.00
4005	Mellow Yellow - 20 oz	21	\$1.52	\$31.92	\$0.00
4006	Fanta Orange - 20 oz	46	\$1.52	\$69.92	\$0.00
4007	Fanta Grape - 20 oz	20	\$1.52	\$30.40	\$0.00
4008	Fanta Strawberry - 20 oz	72	\$1.52	\$109.44	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4019	Maxima Instant Coffee 3 oz.	119	\$3.88	\$461.72	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	9	\$4.94	\$44.46	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	18	\$1.90	\$34.20	\$0.00
4027	Sugar (10)	3	\$0.68	\$2.04	\$0.00
4028	Coffee Creamer (10)	3	\$0.75	\$2.25	\$0.00
4030	Lemonade 6 oz Bag	12	\$1.72	\$20.64	\$0.00
4031	Tropical Punch 6 oz Bag	33	\$1.72	\$56.76	\$0.00
4032	Cherry 6 oz Bag	55	\$1.72	\$94.60	\$0.00
4033	Grape 6 oz Bag	11	\$1.72	\$18.92	\$0.00
4034	Orange 6 oz Bag	11	\$1.72	\$18.92	\$0.00
4037	Iced Tea 6 oz Bag	6	\$1.72	\$10.32	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	1	\$2.06	\$2.06	\$0.00
5001	Grand Iced Honey Bun	977	\$1.09	\$1064.93	\$0.00
5002	Glazed Honey Bun	410	\$0.95	\$389.50	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	5	\$2.06	\$10.30	\$0.00
5005	Buddy Bar 6/2pk Bx	3	\$3.06	\$9.18	\$0.00
5006	Swiss Roll 6/2pk Bx	1	\$3.06	\$3.06	\$0.00
5007	Pecan Spins 8ct	6	\$2.52	\$15.12	\$0.00
5008	Snack Crackers (bx)	2	\$4.58	\$9.16	\$0.00
5009	Cheese Cracker (bx)	5	\$2.97	\$14.85	\$0.00
5010	Moonpie - Banana	8	\$0.87	\$6.96	\$0.00
5011	Moonpie - Chocolate	3	\$0.87	\$2.61	\$0.00
5012	Moonpie - Vanilla	22	\$0.87	\$19.14	\$0.00
5013	Saltines 4pks/bx	9	\$3.66	\$32.94	\$0.00
5014	Chocolate Cupcake 4oz 2pk	13	\$1.17	\$15.21	\$0.00
5016	Fudge Brownie 2.75 oz	1	\$1.12	\$1.12	\$0.00
5020	Grilled Cheese Cracker	16	\$0.69	\$11.04	\$0.00
5021	Toastchee PB Cracker	3	\$0.69	\$2.07	\$0.00
5022	Cream Cheese & Chive Cracker	36	\$0.69	\$24.84	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	150	\$0.71	\$106.50	\$0.00
5025	Salted Peanuts 3.5oz	5	\$1.26	\$6.30	\$0.00
5026	Honey Roasted Peanuts 3.5oz	28	\$1.26	\$35.28	\$0.00
5028	Sweet & Spicy Trail Mix	12	\$0.82	\$9.84	\$0.00
5029	Rice Krispie Treat	10	\$1.12	\$11.20	\$0.00
5030	Granola Bar - Oats & Honey	7	\$0.89	\$6.23	\$0.00
5031	Blazin Hot P'nuts 3.5oz	1	\$1.26	\$1.26	\$0.00
5032	Sharp Cheese Spread 8oz	1	\$3.15	\$3.15	\$0.00
5034	Jalapeno Cheese 8oz.	1	\$3.15	\$3.15	\$0.00
5036	Mix'n Yogurt 2oz	8	\$0.94	\$7.52	\$0.00
5040	Peanut Butter Granola Bar	3	\$0.89	\$2.67	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5042	Chocolate Chip Cookies	7	\$1.08	\$7.56	\$0.00
5043	Strawberry Cookies 5oz	4	\$1.08	\$4.32	\$0.00
5044	Peanut Butter Cookies 5oz	6	\$1.08	\$6.48	\$0.00
5045	Vanilla Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5047	Lemon Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5048	Iced Oatmeal Cookie 5oz	8	\$1.08	\$8.64	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	1	\$0.86	\$0.86	\$0.00
5055	Strawberry Pop-Tart 2pk	13	\$1.17	\$15.21	\$0.00
5056	Blueberry Pop-Tart 2pk	10	\$1.17	\$11.70	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	24	\$2.37	\$56.88	\$0.00
5061	Pre-Cooked Rice Bag	11	\$1.80	\$19.80	\$0.00
5062	Flour Tortilla	18	\$1.88	\$33.84	\$0.00
5063	Chili w/ Beans Pouch	8	\$3.08	\$24.64	\$0.00
5065	Tuna in a Pouch 6oz	46	\$2.62	\$120.52	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	1	\$1.50	\$1.50	\$0.00
5068	Beef Jerky Pouch 1oz.	4	\$1.79	\$7.16	\$0.00
5070	Beef-n-Cheese Stick	21	\$1.00	\$21.00	\$0.00
5071	TB Twin Salami 1oz	2	\$1.00	\$2.00	\$0.00
5073	Spicy Sausage	42	\$0.91	\$38.22	\$0.00
5075	Dill Pickle	23	\$1.42	\$32.66	\$0.00
5076	Hot Pickle	18	\$1.42	\$25.56	\$0.00
5077	Panola Hot Sauce	16	\$1.27	\$20.32	\$0.00
5078	Peanut Butter Squeeze Pouch	13	\$0.86	\$11.18	\$0.00
5079	Mayonnaise Squeeze Pouch	92	\$0.35	\$32.20	\$0.00
5081	Big Haus Original Beef Stick 5oz	25	\$2.82	\$70.50	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	31	\$2.82	\$87.42	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	44	\$2.82	\$124.08	\$0.00
5084	Grape Jelly Squeeze Pouch	30	\$0.35	\$10.50	\$0.00
5087	Pouch Sardines in Oil 3.53oz	2	\$1.64	\$3.28	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	5	\$1.64	\$8.20	\$0.00
5090	Titio's Jalpeno Slices	12	\$0.65	\$7.80	\$0.00
5093	Cocoa Puffs Cereal Bar	77	\$0.42	\$32.34	\$0.00
5100	Hot Pork Skins 1 oz	106	\$0.68	\$72.08	\$0.00
5101	BBQ Pork Skins1 oz	72	\$0.68	\$48.96	\$0.00
5103	Lays Salt & Vinegar LSS	261	\$0.59	\$153.99	\$0.00
5104	Sour Cream & Onion Chip LSS	45	\$1.06	\$47.70	\$0.00
5108	Fritos BBQ Corn Chip LSS	30	\$1.06	\$31.80	\$0.00
5109	Hot Buffalo Wing Chip	300	\$0.59	\$177.00	\$0.00
5110	Jalapeno Chip	162	\$0.59	\$95.58	\$0.00
5111	Bacon Cheddar Fries	19	\$0.64	\$12.16	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5112	Puffed Cheetos	324	\$0.65	\$210.60	\$0.00
5113	Kosher Dill Chips	90	\$0.59	\$53.10	\$0.00
5114	Lance White Cheddar Popcorn	23	\$0.59	\$13.57	\$0.00
5115	Cheez-It 1.5oz	33	\$0.70	\$23.10	\$0.00
5116	Snyders Jalap. Pret. Pieces	12	\$0.95	\$11.40	\$0.00
5117	Snyders Hot Buffalo Pieces	20	\$0.95	\$19.00	\$0.00
5118	RoldGold Tiny Twist LSS	1	\$1.06	\$1.06	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	111	\$0.85	\$94.35	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	338	\$0.75	\$253.50	\$0.00
5125	Lays BBQ LSS	17	\$1.06	\$18.02	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	12	\$0.95	\$11.40	\$0.00
5127	Cheetos Jalp. Cheddar LSS	239	\$1.06	\$253.34	\$0.00
5128	Ruffles Cheddar S-Cream LSS	108	\$1.06	\$114.48	\$0.00
5131	Cup Soup - California Vegetable	18	\$0.91	\$16.38	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	15	\$0.91	\$13.65	\$0.00
5135	Cup Soup - Beef	8	\$0.91	\$7.28	\$0.00
5140	Chili Ramen Soup - Bag	718	\$0.64	\$459.52	\$0.00
5141	Beef Ramen Soup - Bag	130	\$0.64	\$83.20	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	543	\$0.64	\$347.52	\$0.00
5143	Picante Beef Ramen Soup - Bag	231	\$0.64	\$147.84	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	528	\$0.64	\$337.92	\$0.00
5145	Chicken Ramen Soup - Bag	237	\$0.64	\$151.68	\$0.00
5146	Shrimp Ramen Soup - Bag	164	\$0.64	\$104.96	\$0.00
5148	Funyuns LSS	14	\$1.06	\$14.84	\$0.00
5149	Cool Ranch Doritos LSS	48	\$1.06	\$50.88	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	3	\$4.97	\$14.91	\$0.00
6001	Hershey W/Almond	4	\$1.19	\$4.76	\$0.00
6003	Kit Kat	1	\$1.19	\$1.19	\$0.00
6007	Snickers Bar	14	\$1.19	\$16.66	\$0.00
6008	M&M Peanut	7	\$1.19	\$8.33	\$0.00
6011	Baby Ruth	1	\$1.19	\$1.19	\$0.00
6012	Butterfinger	1	\$1.19	\$1.19	\$0.00
6014	Skittles - Orig	4	\$1.19	\$4.76	\$0.00
6019	Atomic Fireballs 4oz Bag	5	\$1.56	\$7.80	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	18	\$1.50	\$27.00	\$0.00
6025	Tootsie Pop	8	\$0.35	\$2.80	\$0.00
6027	Twix Caramel	1	\$1.19	\$1.19	\$0.00
6035	Mix Berry Fruit Snack	2	\$1.06	\$2.12	\$0.00
6036	Strawberry Fruit Snacks	1	\$1.06	\$1.06	\$0.00
7007	Large Shower Shoe	1	\$2.29	\$2.29	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
		8155		\$7592.97	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 8/1/2015 12:00 AM to 8/31/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1007	Ibuprofen- 2 pack	14	\$0.86	\$12.04	\$0.00
1011	Halls Reg. Cough Drops	2	\$1.56	\$3.12	\$0.00
1013	Tums	1	\$1.66	\$1.66	\$0.00
2001	Deodrant Stick 1.6 oz	1	\$1.72	\$1.72	\$0.00
2002	Mennon Speed Stick 2oz Reg	1	\$3.65	\$3.65	\$0.00
2003	Suave A/P Solid	2	\$3.59	\$7.18	\$0.00
2013	2 oz. Shampoo & Body Bath	1	\$0.81	\$0.81	\$0.00
2021	Dial Gold Soap 3.5 oz	2	\$1.50	\$3.00	\$0.00
2022	Irish Spring 3.2oz	6	\$1.42	\$8.52	\$0.00
2031	Colgate TP 4.6 oz	4	\$2.72	\$10.88	\$0.00
2035	Toothbrush Holder	2	\$1.14	\$2.28	\$0.00
2037	Medium TEK Toothbrush	1	\$1.14	\$1.14	\$0.00
2069	Baby Powder 4 oz	1	\$1.19	\$1.19	\$0.00
2071	Petroleum Jelly 4 oz	1	\$1.72	\$1.72	\$0.00
3001	Greeting Card - Thinking Of You	7	\$1.42	\$9.94	\$0.00
3002	Greeting Card - Love You	4	\$1.42	\$5.68	\$0.00
3003	Greeting Card - Birthday Adult	1	\$1.42	\$1.42	\$0.00
3015	Playing Cards	3	\$1.82	\$5.46	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3018	Cereal Bowl w/ Lid 23oz	5	\$1.52	\$7.60	\$0.00
3022	Black Ink Pen	2	\$0.34	\$0.68	\$0.00
3024	Writing Pad Gummed 8.5x11	1	\$1.48	\$1.48	\$0.00
3025	Plain Envelope	13	\$0.12	\$1.56	\$0.00
3026	Stamped Envelope	27	\$0.64	\$17.28	\$0.00
3028	Stamp	64	\$0.49	\$31.36	\$0.00
3030	AA Batteries (4)	2	\$3.75	\$7.50	\$0.00
3032	Crossword Puzzle	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	26	\$1.52	\$39.52	\$0.00
4003	Sprite - 20 oz	8	\$1.52	\$12.16	\$0.00
4004	Mr. Pibb - 20 oz	57	\$1.52	\$86.64	\$0.00
4005	Mellow Yellow - 20 oz	20	\$1.52	\$30.40	\$0.00
4006	Fanta Orange - 20 oz	31	\$1.52	\$47.12	\$0.00
4007	Fanta Grape - 20 oz	14	\$1.52	\$21.28	\$0.00
4008	Fanta Strawberry - 20 oz	102	\$1.52	\$155.04	\$0.00
4019	Maxima Instant Coffee 3 oz.	127	\$3.88	\$492.76	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	19	\$4.94	\$93.86	\$0.00



### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4021	Maxima Spray Dried Coffee - 2 oz	15	\$1.90	\$28.50	\$0.00
4025	SS Hot Cocoa 10ct BX	1	\$3.35	\$3.35	\$0.00
4027	Sugar (10)	4	\$0.68	\$2.72	\$0.00
4028	Coffee Creamer (10)	3	\$0.75	\$2.25	\$0.00
4030	Lemonade 6 oz Bag	16	\$1.72	\$27.52	\$0.00
4031	Tropical Punch 6 oz Bag	43	\$1.72	\$73.96	\$0.00
4032	Cherry 6 oz Bag	36	\$1.72	\$61.92	\$0.00
4033	Grape 6 oz Bag	7	\$1.72	\$12.04	\$0.00
4034	Orange 6 oz Bag	7	\$1.72	\$12.04	\$0.00
4037	Iced Tea 6 oz Bag	9	\$1.72	\$15.48	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	1	\$2.89	\$2.89	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	1	\$2.06	\$2.06	\$0.00
5001	Grand Iced Honey Bun	715	\$1.09	\$779.35	\$0.00
5002	Glazed Honey Bun	253	\$0.95	\$240.35	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	3	\$2.06	\$6.18	\$0.00
5005	Buddy Bar 6/2pk Bx	9	\$3.06	\$27.54	\$0.00
5006	Swiss Roll 6/2pk Bx	1	\$3.06	\$3.06	\$0.00
5007	Pecan Spins 8ct	9	\$2.52	\$22.68	\$0.00
5008	Snack Crackers (bx)	2	\$4.58	\$9.16	\$0.00
5009	Cheese Cracker (bx)	1	\$2.97	\$2.97	\$0.00
5010	Moonpie - Banana	4	\$0.87	\$3.48	\$0.00
5011	Moonpie - Chocolate	7	\$0.87	\$6.09	\$0.00
5012	Moonpie - Vanilla	9	\$0.87	\$7.83	\$0.00
5013	Saltines 4pks/bx	3	\$3.66	\$10.98	\$0.00
5014	Chocolate Cupcake 4oz 2pk	4	\$1.17	\$4.68	\$0.00
5020	Grilled Cheese Cracker	27	\$0.69	\$18.63	\$0.00
5021	Toastchee PB Cracker	2	\$0.69	\$1.38	\$0.00
5022	Cream Cheese & Chive Cracker	44	\$0.69	\$30.36	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	202	\$0.71	\$143.42	\$0.00
5025	Salted Peanuts 3.5oz	1	\$1.26	\$1.26	\$0.00
5026	Honey Roasted Peanuts 3.5oz	28	\$1.26	\$35.28	\$0.00
5028	Sweet & Spicy Trail Mix	18	\$0.82	\$14.76	\$0.00
5029	Rice Krispie Treat	11	\$1.12	\$12.32	\$0.00
5030	Granola Bar - Oats & Honey	6	\$0.89	\$5.34	\$0.00
5031	Blazin Hot P'nuts 3.5oz	3	\$1.26	\$3.78	\$0.00
5032	Sharp Cheese Spread 8oz	3	\$3.15	\$9.45	\$0.00
5034	Jalapeno Cheese 8oz.	3	\$3.15	\$9.45	\$0.00
5036	Mix'n Yogurt 2oz	1	\$0.94	\$0.94	\$0.00
5040	Peanut Butter Granola Bar	3	\$0.89	\$2.67	\$0.00
5041	Oreo Cookies	2	\$0.85	\$1.70	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5042	Chocolate Chip Cookies	15	\$1.08	\$16.20	\$0.00
5043	Strawberry Cookies 5oz	14	\$1.08	\$15.12	\$0.00
5044	Peanut Butter Cookies 5oz	13	\$1.08	\$14.04	\$0.00
5045	Vanilla Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5046	Duplex Cookies 5oz	11	\$1.08	\$11.88	\$0.00
5048	Iced Oatmeal Cookie 5oz	10	\$1.08	\$10.80	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	5	\$0.86	\$4.30	\$0.00
5055	Strawberry Pop-Tart 2pk	17	\$1.17	\$19.89	\$0.00
5056	Blueberry Pop-Tart 2pk	13	\$1.17	\$15.21	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	37	\$2.37	\$87.69	\$0.00
5061	Pre-Cooked Rice Bag	11	\$1.80	\$19.80	\$0.00
5062	Flour Tortilla	9	\$1.88	\$16.92	\$0.00
5063	Chili w/ Beans Pouch	2	\$3.08	\$6.16	\$0.00
5065	Tuna in a Pouch 6oz	40	\$2.62	\$104.80	\$0.00
5070	Beef-n-Cheese Stick	38	\$1.00	\$38.00	\$0.00
5071	TB Twin Salami 1oz	7	\$1.00	\$7.00	\$0.00
5073	Spicy Sausage	34	\$0.91	\$30.94	\$0.00
5075	Dill Pickle	25	\$1.42	\$35.50	\$0.00
5076	Hot Pickle	14	\$1.42	\$19.88	\$0.00
5077	Panola Hot Sauce	12	\$1.27	\$15.24	\$0.00
5078	Peanut Butter Squeeze Pouch	11	\$0.86	\$9.46	\$0.00
5079	Mayonnaise Squeeze Pouch	99	\$0.35	\$34.65	\$0.00
5081	Big Haus Original Beef Stick 5oz	25	\$2.82	\$70.50	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	35	\$2.82	\$98.70	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	50	\$2.82	\$141.00	\$0.00
5084	Grape Jelly Squeeze Pouch	15	\$0.35	\$5.25	\$0.00
5087	Pouch Sardines in Oil 3.53oz	4	\$1.64	\$6.56	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	6	\$1.64	\$9.84	\$0.00
5090	Titio's Jalpeno Slices	15	\$0.65	\$9.75	\$0.00
5093	Cocoa Puffs Cereal Bar	94	\$0.42	\$39.48	\$0.00
5100	Hot Pork Skins 1 oz	29	\$0.68	\$19.72	\$0.00
5101	BBQ Pork Skins1 oz	75	\$0.68	\$51.00	\$0.00
5103	Lays Salt & Vinegar LSS	182	\$0.59	\$107.38	\$0.00
5104	Sour Cream & Onion Chip LSS	26	\$1.06	\$27.56	\$0.00
5108	Fritos BBQ Corn Chip LSS	56	\$1.06	\$59.36	\$0.00
5109	Hot Buffalo Wing Chip	252	\$0.59	\$148.68	\$0.00
5110	Jalapeno Chip	174	\$0.59	\$102.66	\$0.00
5111	Bacon Cheddar Fries	21	\$0.64	\$13.44	\$0.00
5112	Puffed Cheetos	296	\$0.65	\$192.40	\$0.00
5113	Kosher Dill Chips	121	\$0.59	\$71.39	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5114	Lance White Cheddar Popcorn	37	\$0.59	\$21.83	\$0.00
5115	Cheez-It 1.5oz	41	\$0.70	\$28.70	\$0.00
5116	Snyders Jalap. Pret. Pieces	7	\$0.95	\$6.65	\$0.00
5117	Snyders Hot Buffalo Pieces	18	\$0.95	\$17.10	\$0.00
5118	RoldGold Tiny Twist LSS	2	\$1.06	\$2.12	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	105	\$0.85	\$89.25	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	285	\$0.75	\$213.75	\$0.00
5125	Lays BBQ LSS	34	\$1.06	\$36.04	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	6	\$0.95	\$5.70	\$0.00
5127	Cheetos Jalp. Cheddar LSS	248	\$1.06	\$262.88	\$0.00
5128	Ruffles Cheddar S-Cream LSS	109	\$1.06	\$115.54	\$0.00
5131	Cup Soup - California Vegetable	21	\$0.91	\$19.11	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	18	\$0.91	\$16.38	\$0.00
5140	Chili Ramen Soup - Bag	578	\$0.64	\$369.92	\$0.00
5141	Beef Ramen Soup - Bag	168	\$0.64	\$107.52	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	487	\$0.64	\$311.68	\$0.00
5143	Picante Beef Ramen Soup - Bag	251	\$0.64	\$160.64	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	270	\$0.64	\$172.80	\$0.00
5145	Chicken Ramen Soup - Bag	348	\$0.64	\$222.72	\$0.00
5146	Shrimp Ramen Soup - Bag	236	\$0.64	\$151.04	\$0.00
5148	Funyuns LSS	2	\$1.06	\$2.12	\$0.00
5149	Cool Ranch Doritos LSS	47	\$1.06	\$49.82	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	1	\$4.97	\$4.97	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	2	\$4.89	\$9.78	\$0.00
5320	Instant Oatmeal Variety 10pk	1	\$4.44	\$4.44	\$0.00
6005	Reese's Peanut Butter Cup	2	\$1.19	\$2.38	\$0.00
6006	Milky Way	1	\$1.19	\$1.19	\$0.00
6007	Snicker Bar	18	\$1.19	\$21.42	\$0.00
6008	M&M Peanut	4	\$1.19	\$4.76	\$0.00
6009	M&M Plain	1	\$1.19	\$1.19	\$0.00
6010	3 Musketeers	5	\$1.19	\$5.95	\$0.00
6014	Skittles - Orig	5	\$1.19	\$5.95	\$0.00
6019	Atomic Fireballs 4oz Bag	3	\$1.56	\$4.68	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	17	\$1.50	\$25.50	\$0.00
6024	Chick-O-Stick 3oz Bag	1	\$1.30	\$1.30	\$0.00
6025	Tootsie Pop	16	\$0.35	\$5.60	\$0.00
6027	Twix Caramel	3	\$1.19	\$3.57	\$0.00
6031	Jawbreakers	4	\$1.11	\$4.44	\$0.00
6036	Strawberry Fruit Snacks	2	\$1.06	\$2.12	\$0.00
		7411		\$6994.41	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 9/1/2015 12:00 AM to 9/30/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1005	Chapstick Ind.	1	\$2.11	\$2.11	\$0.00
1007	Ibuprofen- 2 pack	8	\$0.86	\$6.88	\$0.00
1013	Tums	1	\$1.66	\$1.66	\$0.00
2002	Mennon Speed Stick 2oz Reg	4	\$3.65	\$14.60	\$0.00
2003	Suave A/P Solid	3	\$3.59	\$10.77	\$0.00
2006	PC Men's Stick Deo. Freshscent	2	\$1.98	\$3.96	\$0.00
2007	PC Ladies Stick Deo. Powder fresh	2	\$1.98	\$3.96	\$0.00
2011	VO5 2-N-1 12.5OZ	1	\$2.81	\$2.81	\$0.00
2021	Dial Gold Soap 3.5 oz	14	\$1.50	\$21.00	\$0.00
2022	Irish Spring 3.2oz	3	\$1.42	\$4.26	\$0.00
2029	Soap Dish	4	\$1.14	\$4.56	\$0.00
2030	Close-Up Toothpaste	3	\$3.31	\$9.93	\$0.00
2031	Colgate TP 4.6 oz	9	\$2.72	\$24.48	\$0.00
2035	Toothbrush Holder	2	\$1.14	\$2.28	\$0.00
2037	Medium TEK Toothbrush	3	\$1.14	\$3.42	\$0.00
2040	4 oz Hand and Body Lotion	1	\$1.14	\$1.14	\$0.00
2041	Cocoa Butter 20 oz Lotion	2	\$2.28	\$4.56	\$0.00
2061	Royal Crown 4oz	1	\$3.22	\$3.22	\$0.00
2063	Palm Brush	1	\$1.81	\$1.81	\$0.00
2064	Black Comb 5 in	2	\$0.29	\$0.58	\$0.00
2069	Baby Powder 4 oz	3	\$1.19	\$3.57	\$0.00
2071	Petroleum Jelly 4 oz	2	\$1.72	\$3.44	\$0.00
3001	Greeting Card - Thinking Of You	7	\$1.42	\$9.94	\$0.00
3002	Greeting Card - Love You	9	\$1.42	\$12.78	\$0.00
3004	Greeting Card - Birthday Child	2	\$1.42	\$2.84	\$0.00
3015	Playing Cards	2	\$1.82	\$3.64	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3018	Cereal Bowl w/ Lid 23oz	7	\$1.52	\$10.64	\$0.00
3022	Black Ink Pen	7	\$0.34	\$2.38	\$0.00
3024	Writing Pad Gummed 8.5x11	2	\$1.48	\$2.96	\$0.00
3025	Plain Envelope	6	\$0.12	\$0.72	\$0.00
3026	Stamped Envelope	32	\$0.64	\$20.48	\$0.00
3027	Manilla Envelope	10	\$0.22	\$2.20	\$0.00
3028	Stamp	58	\$0.49	\$28.42	\$0.00
3030	AA Batteries (4)	3	\$3.75	\$11.25	\$0.00
3041	Word Search Book	3	\$1.86	\$5.58	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4001	Coke - 20 oz	63	\$1.52	\$95.76	\$0.00
4003	Sprite - 20 oz	14	\$1.52	\$21.28	\$0.00
4004	Mr. Pibb - 20 oz	61	\$1.52	\$92.72	\$0.00
4005	Mellow Yellow - 20 oz	16	\$1.52	\$24.32	\$0.00
4006	Fanta Orange - 20 oz	60	\$1.52	\$91.20	\$0.00
4007	Fanta Grape - 20 oz	17	\$1.52	\$25.84	\$0.00
4008	Fanta Strawberry - 20 oz	90	\$1.52	\$136.80	\$0.00
4019	Maxima Instant Coffee 3 oz.	158	\$3.88	\$613.04	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	19	\$4.94	\$93.86	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	16	\$1.90	\$30.40	\$0.00
4027	Sugar (10)	5	\$0.68	\$3.40	\$0.00
4028	Coffee Creamer (10)	6	\$0.75	\$4.50	\$0.00
4030	Lemonade 6 oz Bag	17	\$1.72	\$29.24	\$0.00
4031	Tropical Punch 6 oz Bag	62	\$1.72	\$106.64	\$0.00
4032	Cherry 6 oz Bag	39	\$1.72	\$67.08	\$0.00
4033	Grape 6 oz Bag	8	\$1.72	\$13.76	\$0.00
4034	Orange 6 oz Bag	10	\$1.72	\$17.20	\$0.00
4037	Iced Tea 6 oz Bag	10	\$1.72	\$17.20	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	2	\$2.89	\$5.78	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	1	\$2.06	\$2.06	\$0.00
5001	Grand Iced Honey Bun	940	\$1.09	\$1024.60	\$0.00
5002	Glazed Honey Bun	622	\$0.95	\$590.90	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	5	\$2.06	\$10.30	\$0.00
5005	Buddy Bar 6/2pk Bx	12	\$3.06	\$36.72	\$0.00
5007	Pecan Spins 8ct	7	\$2.52	\$17.64	\$0.00
5008	Snack Crackers (bx)	4	\$4.58	\$18.32	\$0.00
5009	Cheese Cracker (bx)	6	\$2.97	\$17.82	\$0.00
5010	Moonpie - Banana	6	\$0.87	\$5.22	\$0.00
5011	Moonpie - Chocolate	3	\$0.87	\$2.61	\$0.00
5012	Moonpie - Vanilla	17	\$0.87	\$14.79	\$0.00
5013	Saltines 4pks/bx	8	\$3.66	\$29.28	\$0.00
5014	Chocolate Cupcake 4oz 2pk	4	\$1.17	\$4.68	\$0.00
5020	Grilled Cheese Cracker	42	\$0.69	\$28.98	\$0.00
5021	Toastchee PB Cracker	24	\$0.69	\$16.56	\$0.00
5022	Cream Cheese & Chive Cracker	31	\$0.69	\$21.39	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	249	\$0.71	\$176.79	\$0.00
5026	Honey Roasted Peanuts 3.5oz	38	\$1.26	\$47.88	\$0.00
5028	Sweet & Spicy Trail Mix	25	\$0.82	\$20.50	\$0.00
5029	Rice Krispie Treat	8	\$1.12	\$8.96	\$0.00
5030	Granola Bar - Oats & Honey	36	\$0.89	\$32.04	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5032	Sharp Cheese Spread 8oz	3	\$3.15	\$9.45	\$0.00
5033	Crunch-n-Munch	1	\$2.64	\$2.64	\$0.00
5034	Jalapeno Cheese 8oz.	5	\$3.15	\$15.75	\$0.00
5036	Mix'n Yogurt 2oz	2	\$0.94	\$1.88	\$0.00
5039	Chocolate Creme Cookies 5oz	6	\$1.08	\$6.48	\$0.00
5040	Peanut Butter Granola Bar	4	\$0.89	\$3.56	\$0.00
5041	Oreo Cookies	3	\$0.85	\$2.55	\$0.00
5042	Chocolate Chip Cookies	15	\$1.08	\$16.20	\$0.00
5043	Strawberry Cookies 5oz	8	\$1.08	\$8.64	\$0.00
5044	Peanut Butter Cookies 5oz	4	\$1.08	\$4.32	\$0.00
5045	Vanilla Cookies 5oz	6	\$1.08	\$6.48	\$0.00
5046	Duplex Cookies 5oz	13	\$1.08	\$14.04	\$0.00
5047	Lemon Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5048	Iced Oatmeal Cookie 5oz	5	\$1.08	\$5.40	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	2	\$0.86	\$1.72	\$0.00
5055	Strawberry Pop-Tart 2pk	28	\$1.17	\$32.76	\$0.00
5056	Blueberry Pop-Tart 2pk	9	\$1.17	\$10.53	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	24	\$2.37	\$56.88	\$0.00
5061	Pre-Cooked Rice Bag	23	\$1.80	\$41.40	\$0.00
5062	Flour Tortilla	18	\$1.88	\$33.84	\$0.00
5063	Chili w/ Beans Pouch	7	\$3.08	\$21.56	\$0.00
5065	Tuna in a Pouch 6oz	57	\$2.62	\$149.34	\$0.00
5070	Beef-n-Cheese Stick	33	\$1.00	\$33.00	\$0.00
5071	TB Twin Salami 1oz	13	\$1.00	\$13.00	\$0.00
5073	Spicy Sausage	78	\$0.91	\$70.98	\$0.00
5075	Dill Pickle	25	\$1.42	\$35.50	\$0.00
5076	Hot Pickle	26	\$1.42	\$36.92	\$0.00
5077	Panola Hot Sauce	21	\$1.27	\$26.67	\$0.00
5078	Peanut Butter Squeeze Pouch	8	\$0.86	\$6.88	\$0.00
5079	Mayonnaise Squeeze Pouch	81	\$0.35	\$28.35	\$0.00
5081	Big Haus Original Beef Stick 5oz	37	\$2.82	\$104.34	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	54	\$2.82	\$152.28	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	30	\$2.82	\$84.60	\$0.00
5087	Pouch Sardines in Oil 3.53oz	1	\$1.64	\$1.64	\$0.00
5090	Titio's Jalpeno Slices	11	\$0.65	\$7.15	\$0.00
5093	Cocoa Puffs Cereal Bar	66	\$0.42	\$27.72	\$0.00
5100	Hot Pork Skins 1 oz	89	\$0.68	\$60.52	\$0.00
5101	BBQ Pork Skins1 oz	73	\$0.68	\$49.64	\$0.00
5103	Lays Salt & Vinegar LSS	205	\$0.59	\$120.95	\$0.00
5104	Sour Cream & Onion Chip LSS	25	\$1.06	\$26.50	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5108	Fritos BBQ Corn Chip LSS	52	\$1.06	\$55.12	\$0.00
5109	Hot Buffalo Wing Chip	318	\$0.59	\$187.62	\$0.00
5110	Jalapeno Chip	186	\$0.59	\$109.74	\$0.00
5111	Bacon Cheddar Fries	25	\$0.64	\$16.00	\$0.00
5112	Puffed Cheetos	343	\$0.65	\$222.95	\$0.00
5113	Kosher Dill Chips	147	\$0.59	\$86.73	\$0.00
5114	Lance White Cheddar Popcorn	51	\$0.59	\$30.09	\$0.00
5115	Cheeze-It 1.5oz	28	\$0.70	\$19.60	\$0.00
5116	Snyders Jalap. Pret. Pieces	12	\$0.95	\$11.40	\$0.00
5117	Snyders Hot Buffalo Pieces	14	\$0.95	\$13.30	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	256	\$0.85	\$217.60	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	371	\$0.75	\$278.25	\$0.00
5125	Lays BBQ LSS	10	\$1.06	\$10.60	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	4	\$0.95	\$3.80	\$0.00
5127	Cheetos Jalp. Cheddar LSS	297	\$1.06	\$314.82	\$0.00
5128	Ruffles Cheddar S-Cream LSS	110	\$1.06	\$116.60	\$0.00
5131	Cup Soup - California Vegetable	2	\$0.91	\$1.82	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	26	\$0.91	\$23.66	\$0.00
5135	Cup Soup - Beef	6	\$0.91	\$5.46	\$0.00
5140	Chili Ramen Soup - Bag	658	\$0.64	\$421.12	\$0.00
5141	Beef Ramen Soup - Bag	144	\$0.64	\$92.16	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	813	\$0.64	\$520.32	\$0.00
5143	Picante Beef Ramen Soup - Bag	284	\$0.64	\$181.76	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	381	\$0.64	\$243.84	\$0.00
5145	Chicken Ramen Soup - Bag	364	\$0.64	\$232.96	\$0.00
5146	Shrimp Ramen Soup - Bag	186	\$0.64	\$119.04	\$0.00
5148	Funyuns LSS	11	\$1.06	\$11.66	\$0.00
5149	Cool Ranch Doritos LSS	45	\$1.06	\$47.70	\$0.00
5302	Malt-O-Meal Fruity Dyno-Bites 13oz	6	\$4.89	\$29.34	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	2	\$4.97	\$9.94	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	1	\$4.89	\$4.89	\$0.00
5320	Instant Oatmeal Variety 10pk	9	\$4.44	\$39.96	\$0.00
6001	Hershey W/Almond	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	2	\$1.19	\$2.38	\$0.00
6006	Milky Way	6	\$1.19	\$7.14	\$0.00
6007	Snickers Bar	12	\$1.19	\$14.28	\$0.00
6008	M&M Peanut	3	\$1.19	\$3.57	\$0.00
6009	M&M Plain	1	\$1.19	\$1.19	\$0.00
6011	Baby Ruth	6	\$1.19	\$7.14	\$0.00
6012	Butterfinger	1	\$1.19	\$1.19	\$0.00



### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6014	Skittles - Orig	2	\$1.19	\$2.38	\$0.00
6019	Atomic Fireballs 4oz Bag	10	\$1.56	\$15.60	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	25	\$1.50	\$37.50	\$0.00
6021	Starlight Mints - 4 oz	1	\$1.46	\$1.46	\$0.00
6024	Chick-O-Stick 3oz Bag	1	\$1.30	\$1.30	\$0.00
6025	Tootsie Pop	24	\$0.35	\$8.40	\$0.00
6031	Jawbreakers	3	\$1.11	\$3.33	\$0.00
6035	Mix Berry Fruit Snack	3	\$1.06	\$3.18	\$0.00
		9366		\$8993.44	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 10/1/2015 12:00 AM to 10/31/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1005	Chapstick Ind.	1	\$2.11	\$2.11	\$0.00
1007	Ibuprofen- 2 pack	18	\$0.86	\$15.48	\$0.00
1013	Tums	1	\$1.66	\$1.66	\$0.00
2002	Mennon Speed Stick 2oz Reg	1	\$3.65	\$3.65	\$0.00
2003	Suave A/P Solid	3	\$3.59	\$10.77	\$0.00
2012	Dandruff Shampoo 13.5oz.	2	\$2.91	\$5.82	\$0.00
2020	Ivory Soap 3.1 oz	1	\$1.34	\$1.34	\$0.00
2021	Dial Gold Soap 3.5 oz	11	\$1.50	\$16.50	\$0.00
2022	Irish Spring 3.2oz	2	\$1.42	\$2.84	\$0.00
2024	1.5 Ind. Soap	1	\$0.34	\$0.34	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	2	\$2.72	\$5.44	\$0.00
2069	Baby Powder 4 oz	2	\$1.19	\$2.38	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
2071	Petroleum Jelly 4 oz	2	\$1.72	\$3.44	\$0.00
3001	Greeting Card - Thinking Of You	4	\$1.42	\$5.68	\$0.00
3002	Greeting Card - Love You	5	\$1.42	\$7.10	\$0.00
3003	Greeting Card - Birthday Adult	1	\$1.42	\$1.42	\$0.00
3015	Playing Cards	6	\$1.82	\$10.92	\$0.00
3018	Cereal Bowl w/ Lid 23oz	2	\$1.52	\$3.04	\$0.00
3022	Black Ink Pen	12	\$0.34	\$4.08	\$0.00
3024	Writing Pad Gummed 8.5x11	1	\$1.48	\$1.48	\$0.00
3025	Plain Envelope	8	\$0.12	\$0.96	\$0.00
3026	Stamped Envelope	50	\$0.64	\$32.00	\$0.00
3028	Stamp	17	\$0.49	\$8.33	\$0.00
3030	AA Batteries (4)	1	\$3.75	\$3.75	\$0.00
4001	Coke - 20 oz	40	\$1.52	\$60.80	\$0.00
4003	Sprite - 20 oz	3	\$1.52	\$4.56	\$0.00
4004	Mr. Pibb - 20 oz	32	\$1.52	\$48.64	\$0.00
4005	Mellow Yellow - 20 oz	17	\$1.52	\$25.84	\$0.00
4006	Fanta Orange - 20 oz	48	\$1.52	\$72.96	\$0.00
4007	Fanta Grape - 20 oz	12	\$1.52	\$18.24	\$0.00
4008	Fanta Strawberry - 20 oz	70	\$1.52	\$106.40	\$0.00
4019	Maxima Instant Coffee 3 oz.	98	\$3.88	\$380.24	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	13	\$4.94	\$64.22	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	16	\$1.90	\$30.40	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4026	Sweet Thing (10)	1	\$0.68	\$0.68	\$0.00
4027	Sugar (10)	4	\$0.68	\$2.72	\$0.00
4028	Coffee Creamer (10)	2	\$0.75	\$1.50	\$0.00
4030	Lemonade 6 oz Bag	13	\$1.72	\$22.36	\$0.00
4031	Tropical Punch 6 oz Bag	33	\$1.72	\$56.76	\$0.00
4032	Cherry 6 oz Bag	41	\$1.72	\$70.52	\$0.00
4033	Grape 6 oz Bag	8	\$1.72	\$13.76	\$0.00
4034	Orange 6 oz Bag	4	\$1.72	\$6.88	\$0.00
4037	Iced Tea 6 oz Bag	6	\$1.72	\$10.32	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	1	\$2.89	\$2.89	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	4	\$2.06	\$8.24	\$0.00
5001	Grand Iced Honey Bun	793	\$1.09	\$864.37	\$0.00
5002	Glazed Honey Bun	386	\$0.95	\$366.70	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	8	\$2.06	\$16.48	\$0.00
5005	Buddy Bar 6/2pk Bx	6	\$3.06	\$18.36	\$0.00
5006	Swiss Roll 6/2pk Bx	2	\$3.06	\$6.12	\$0.00
5007	Pecan Spins 8ct	4	\$2.52	\$10.08	\$0.00
5008	Snack Crackers (bx)	2	\$4.58	\$9.16	\$0.00
5009	Cheese Cracker (bx)	3	\$2.97	\$8.91	\$0.00
5010	Moonpie - Banana	5	\$0.87	\$4.35	\$0.00
5011	Moonpie - Chocolate	2	\$0.87	\$1.74	\$0.00
5012	Moonpie - Vanilla	23	\$0.87	\$20.01	\$0.00
5013	Saltines 4pks/bx	4	\$3.66	\$14.64	\$0.00
5014	Chocolate Cupcake 4oz 2pk	13	\$1.17	\$15.21	\$0.00
5016	Fudge Brownie 2.75 oz	1	\$1.12	\$1.12	\$0.00
5020	Grilled Cheese Cracker	31	\$0.69	\$21.39	\$0.00
5021	Toastchee PB Cracker	2	\$0.69	\$1.38	\$0.00
5022	Cream Cheese & Chive Cracker	19	\$0.69	\$13.11	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	170	\$0.71	\$120.70	\$0.00
5025	Salted Peanuts 3.5oz	4	\$1.26	\$5.04	\$0.00
5026	Honey Roasted Peanuts 3.5oz	39	\$1.26	\$49.14	\$0.00
5028	Sweet & Spicy Trail Mix	16	\$0.82	\$13.12	\$0.00
5029	Rice Krispie Treat	8	\$1.12	\$8.96	\$0.00
5030	Granola Bar - Oats & Honey	7	\$0.89	\$6.23	\$0.00
5031	Blazin Hot P'nuts 3.5oz	4	\$1.26	\$5.04	\$0.00
5032	Sharp Cheese Spread 8oz	1	\$3.15	\$3.15	\$0.00
5034	Jalapeno Cheese 8oz.	4	\$3.15	\$12.60	\$0.00
5036	Mix'n Yogurt 2oz	2	\$0.94	\$1.88	\$0.00
5039	Chocolate Creme Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5041	Oreo Cookies	2	\$0.85	\$1.70	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5042	Chocolate Chip Cookies	14	\$1.08	\$15.12	\$0.00
5043	Strawberry Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5044	Peanut Butter Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5046	Duplex Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5048	Iced Oatmeal Cookie 5oz	7	\$1.08	\$7.56	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	2	\$0.86	\$1.72	\$0.00
5055	Strawberry Pop-Tart 2pk	22	\$1.17	\$25.74	\$0.00
5056	Blueberry Pop-Tart 2pk	5	\$1.17	\$5.85	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	16	\$2.37	\$37.92	\$0.00
5059	Instant Red Beans and Rice 4.4oz	1	\$2.12	\$2.12	\$0.00
5061	Pre-Cooked Rice Bag	13	\$1.80	\$23.40	\$0.00
5062	Flour Tortilla	15	\$1.88	\$28.20	\$0.00
5063	Chili w/ Beans Pouch	2	\$3.08	\$6.16	\$0.00
5065	Tuna in a Pouch 6oz	29	\$2.62	\$75.98	\$0.00
5070	Beef-n-Cheese Stick	47	\$1.00	\$47.00	\$0.00
5071	TB Twin Salami 1oz	2	\$1.00	\$2.00	\$0.00
5073	Spicy Sausage	27	\$0.91	\$24.57	\$0.00
5075	Dill Pickle	13	\$1.42	\$18.46	\$0.00
5076	Hot Pickle	23	\$1.42	\$32.66	\$0.00
5077	Panola Hot Sauce	11	\$1.27	\$13.97	\$0.00
5078	Peanut Butter Squeeze Pouch	18	\$0.86	\$15.48	\$0.00
5079	Mayonnaise Squeeze Pouch	92	\$0.35	\$32.20	\$0.00
5081	Big Haus Original Beef Stick 5oz	18	\$2.82	\$50.76	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	38	\$2.82	\$107.16	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	31	\$2.82	\$87.42	\$0.00
5084	Grape Jelly Squeeze Pouch	1	\$0.35	\$0.35	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	4	\$1.64	\$6.56	\$0.00
5090	Titio's Jalpeno Slices	11	\$0.65	\$7.15	\$0.00
5093	Cocoa Puffs Cereal Bar	46	\$0.42	\$19.32	\$0.00
5100	Hot Pork Skins 1 oz	63	\$0.68	\$42.84	\$0.00
5101	BBQ Pork Skins1 oz	40	\$0.68	\$27.20	\$0.00
5103	Lays Salt & Vinegar LSS	166	\$0.59	\$97.94	\$0.00
5104	Sour Cream & Onion Chip LSS	28	\$1.06	\$29.68	\$0.00
5108	Fritos BBQ Corn Chip LSS	37	\$1.06	\$39.22	\$0.00
5109	Hot Buffalo Wing Chip	234	\$0.59	\$138.06	\$0.00
5110	Jalapeno Chip	167	\$0.59	\$98.53	\$0.00
5111	Bacon Cheddar Fries	26	\$0.64	\$16.64	\$0.00
5112	Puffed Cheetos	272	\$0.65	\$176.80	\$0.00
5113	Kosher Dill Chips	92	\$0.59	\$54.28	\$0.00
5114	Lance White Cheddar Popcorn	26	\$0.59	\$15.34	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5115	Cheez-It 1.5oz	6	\$0.70	\$4.20	\$0.00
5116	Snyders Jalap. Pret. Pieces	15	\$0.95	\$14.25	\$0.00
5117	Snyders Hot Buffalo Pieces	16	\$0.95	\$15.20	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	191	\$0.85	\$162.35	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	302	\$0.75	\$226.50	\$0.00
5125	Lays BBQ LSS	10	\$1.06	\$10.60	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	10	\$0.95	\$9.50	\$0.00
5127	Cheetos Jalp. Cheddar LSS	264	\$1.06	\$279.84	\$0.00
5128	Ruffles Cheddar S-Cream LSS	88	\$1.06	\$93.28	\$0.00
5131	Cup Soup - California Vegetable	1	\$0.91	\$0.91	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	8	\$0.91	\$7.28	\$0.00
5135	Cup Soup - Beef	4	\$0.91	\$3.64	\$0.00
5140	Chili Ramen Soup - Bag	605	\$0.64	\$387.20	\$0.00
5141	Beef Ramen Soup - Bag	129	\$0.64	\$82.56	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	518	\$0.64	\$331.52	\$0.00
5143	Picante Beef Ramen Soup - Bag	166	\$0.64	\$106.24	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	280	\$0.64	\$179.20	\$0.00
5145	Chicken Ramen Soup - Bag	307	\$0.64	\$196.48	\$0.00
5146	Shrimp Ramen Soup - Bag	191	\$0.64	\$122.24	\$0.00
5148	Funyuns LSS	13	\$1.06	\$13.78	\$0.00
5149	Cool Ranch Doritos LSS	25	\$1.06	\$26.50	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	1	\$4.97	\$4.97	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	4	\$4.89	\$19.56	\$0.00
5320	Instant Oatmeal Variety 10pk	7	\$4.44	\$31.08	\$0.00
5330	Butter Instant Grits Bx (12pk)	1	\$4.79	\$4.79	\$0.00
6001	Hershey W/Almond	1	\$1.19	\$1.19	\$0.00
6005	Reese's Peanut Butter Cup	4	\$1.19	\$4.76	\$0.00
6007	Snickers Bar	5	\$1.19	\$5.95	\$0.00
6008	M&M Peanut	4	\$1.19	\$4.76	\$0.00
6010	3 Musketeers	1	\$1.19	\$1.19	\$0.00
6011	Baby Ruth	7	\$1.19	\$8.33	\$0.00
6014	Skittles - Orig	4	\$1.19	\$4.76	\$0.00
6019	Atomic Fireballs 4oz Bag	21	\$1.56	\$32.76	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	13	\$1.50	\$19.50	\$0.00
6024	Chick-O-Stick 3oz Bag	2	\$1.30	\$2.60	\$0.00
6025	Tootsie Pop	3	\$0.35	\$1.05	\$0.00
6027	Twix Caramel	6	\$1.19	\$7.14	\$0.00
6035	Mix Berry Fruit Snack	7	\$1.06	\$7.42	\$0.00
		7092		\$6661.84	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 11/1/2015 12:00 AM to 11/30/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1007	Ibuprofen- 2 pack	2	\$0.86	\$1.72	\$0.00
1011	Halls Reg. Cough Drops	1	\$1.56	\$1.56	\$0.00
1013	Tums	1	\$1.66	\$1.66	\$0.00
2001	Deodrant Stick 1.6 oz	1	\$1.72	\$1.72	\$0.00
2003	Suave A/P Solid	1	\$3.59	\$3.59	\$0.00
2007	PC Ladies Stick Deo. Powder fresh	5	\$1.98	\$9.90	\$0.00
2011	VO5 2-N-1 12.5OZ	1	\$2.81	\$2.81	\$0.00
2020	Ivory Soap 3.1 oz	4	\$1.34	\$5.36	\$0.00
2021	Dial Gold Soap 3.5 oz	8	\$1.50	\$12.00	\$0.00
2022	Irish Spring 3.2oz	2	\$1.42	\$2.84	\$0.00
2029	Soap Dish	2	\$1.14	\$2.28	\$0.00
2030	Close-Up Toothpaste	3	\$3.31	\$9.93	\$0.00
2031	Colgate TP 4.6 oz	7	\$2.72	\$19.04	\$0.00
2035	Toothbrush Holder	1	\$1.14	\$1.14	\$0.00
2037	Medium TEK Toothbrush	2	\$1.14	\$2.28	\$0.00
2040	4 oz Hand and Body Lotion	1	\$1.14	\$1.14	\$0.00
2064	Black Comb 5 in	3	\$0.29	\$0.87	\$0.00
3001	Greeting Card - Thinking Of You	4	\$1.42	\$5.68	\$0.00
3002	Greeting Card - Love You	5	\$1.42	\$7.10	\$0.00
3003	Greeting Card - Birthday Adult	1	\$1.42	\$1.42	\$0.00
3015	Playing Cards	3	\$1.82	\$5.46	\$0.00
3018	Cereal Bowl w/ Lid 23oz	5	\$1.52	\$7.60	\$0.00
3022	Black Ink Pen	1	\$0.34	\$0.34	\$0.00
3024	Writing Pad Gummed 8.5x11	2	\$1.48	\$2.96	\$0.00
3025	Plain Envelope	25	\$0.12	\$3.00	\$0.00
3026	Stamped Envelope	38	\$0.64	\$24.32	\$0.00
3027	Manilla Envelope	2	\$0.22	\$0.44	\$0.00
3028	Stamp	33	\$0.49	\$16.17	\$0.00
3031	AAA Batteries (4)	1	\$3.75	\$3.75	\$0.00
3041	Word Search Book	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	12	\$1.52	\$18.24	\$0.00
4003	Sprite - 20 oz	7	\$1.52	\$10.64	\$0.00
4004	Mr. Pibb - 20 oz	31	\$1.52	\$47.12	\$0.00
4005	Mellow Yellow - 20 oz	23	\$1.52	\$34.96	\$0.00
4006	Fanta Orange - 20 oz	19	\$1.52	\$28.88	\$0.00
4007	Fanta Grape - 20 oz	5	\$1.52	\$7.60	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4008	Fanta Strawberry - 20 oz	63	\$1.52	\$95.76	\$0.00
4019	Maxima Instant Coffee 3 oz.	99	\$3.88	\$384.12	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	16	\$4.94	\$79.04	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	12	\$1.90	\$22.80	\$0.00
4026	Sweet Thing (10)	6	\$0.68	\$4.08	\$0.00
4027	Sugar (10)	1	\$0.68	\$0.68	\$0.00
4028	Coffee Creamer (10)	1	\$0.75	\$0.75	\$0.00
4030	Lemonade 6 oz Bag	11	\$1.72	\$18.92	\$0.00
4031	Tropical Punch 6 oz Bag	37	\$1.72	\$63.64	\$0.00
4032	Cherry 6 oz Bag	23	\$1.72	\$39.56	\$0.00
4033	Grape 6 oz Bag	4	\$1.72	\$6.88	\$0.00
4034	Orange 6 oz Bag	8	\$1.72	\$13.76	\$0.00
4037	Iced Tea 6 oz Bag	6	\$1.72	\$10.32	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	4	\$2.06	\$8.24	\$0.00
5001	Grand Iced Honey Bun	628	\$1.09	\$684.52	\$0.00
5002	Glazed Honey Bun	402	\$0.95	\$381.90	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	8	\$2.06	\$16.48	\$0.00
5005	Buddy Bar 6/2pk Bx	4	\$3.06	\$12.24	\$0.00
5006	Swiss Roll 6/2pk Bx	4	\$3.06	\$12.24	\$0.00
5007	Pecan Spins 8ct	1	\$2.52	\$2.52	\$0.00
5008	Snack Crackers (bx)	1	\$4.58	\$4.58	\$0.00
5009	Cheese Cracker (bx)	5	\$2.97	\$14.85	\$0.00
5012	Moonpie - Vanilla	3	\$0.87	\$2.61	\$0.00
5013	Saltines 4pks/bx	6	\$3.66	\$21.96	\$0.00
5014	Chocolate Cupcake 4oz 2pk	15	\$1.17	\$17.55	\$0.00
5020	Grilled Cheese Cracker	19	\$0.69	\$13.11	\$0.00
5021	Toastchee PB Cracker	2	\$0.69	\$1.38	\$0.00
5022	Cream Cheese & Chive Cracker	17	\$0.69	\$11.73	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	156	\$0.71	\$110.76	\$0.00
5025	Salted Peanuts 3.5oz	6	\$1.26	\$7.56	\$0.00
5026	Honey Roasted Peanuts 3.5oz	35	\$1.26	\$44.10	\$0.00
5028	Sweet & Spicy Trail Mix	12	\$0.82	\$9.84	\$0.00
5029	Rice Krispie Treat	3	\$1.12	\$3.36	\$0.00
5030	Granola Bar - Oats & Honey	15	\$0.89	\$13.35	\$0.00
5031	Blazin Hot P'nuts 3.5oz	9	\$1.26	\$11.34	\$0.00
5032	Sharp Cheese Spread 8oz	2	\$3.15	\$6.30	\$0.00
5034	Jalapeno Cheese 8oz.	4	\$3.15	\$12.60	\$0.00
5039	Chocolate Creme Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5040	Peanut Butter Granola Bar	10	\$0.89	\$8.90	\$0.00
5041	Oreo Cookies	4	\$0.85	\$3.40	\$0.00



### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5042	Chocolate Chip Cookies	5	\$1.08	\$5.40	\$0.00
5043	Strawberry Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5044	Peanut Butter Cookies 5oz	7	\$1.08	\$7.56	\$0.00
5046	Duplex Cookies 5oz	4	\$1.08	\$4.32	\$0.00
5047	Lemon Cookies 5oz	5	\$1.08	\$5.40	\$0.00
5048	Iced Oatmeal Cookie 5oz	7	\$1.08	\$7.56	\$0.00
5055	Strawberry Pop-Tart 2pk	7	\$1.17	\$8.19	\$0.00
5056	Blueberry Pop-Tart 2pk	8	\$1.17	\$9.36	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	29	\$2.37	\$68.73	\$0.00
5059	Instant Red Beans and Rice 4.4oz	1	\$2.12	\$2.12	\$0.00
5061	Pre-Cooked Rice Bag	9	\$1.80	\$16.20	\$0.00
5062	Flour Tortilla	16	\$1.88	\$30.08	\$0.00
5063	Chili w/ Beans Pouch	12	\$3.08	\$36.96	\$0.00
5065	Tuna in a Pouch 6oz	33	\$2.62	\$86.46	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	4	\$1.50	\$6.00	\$0.00
5068	Beef Jerky Pouch 1oz.	2	\$1.79	\$3.58	\$0.00
5070	Beef-n-Cheese Stick	69	\$1.00	\$69.00	\$0.00
5073	Spicy Sausage	36	\$0.91	\$32.76	\$0.00
5075	Dill Pickle	17	\$1.42	\$24.14	\$0.00
5076	Hot Pickle	27	\$1.42	\$38.34	\$0.00
5077	Panola Hot Sauce	20	\$1.27	\$25.40	\$0.00
5078	Peanut Butter Squeeze Pouch	5	\$0.86	\$4.30	\$0.00
5079	Mayonnaise Squeeze Pouch	70	\$0.35	\$24.50	\$0.00
5081	Big Haus Original Beef Stick 5oz	18	\$2.82	\$50.76	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	53	\$2.82	\$149.46	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	28	\$2.82	\$78.96	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	11	\$1.64	\$18.04	\$0.00
5090	Titio's Jalpeno Slices	25	\$0.65	\$16.25	\$0.00
5093	Cocoa Puffs Cereal Bar	27	\$0.42	\$11.34	\$0.00
5100	Hot Pork Skins 1 oz	59	\$0.68	\$40.12	\$0.00
5101	BBQ Pork Skins1 oz	84	\$0.68	\$57.12	\$0.00
5103	Lays Salt & Vinegar LSS	119	\$0.59	\$70.21	\$0.00
5104	Sour Cream & Onion Chip LSS	24	\$1.06	\$25.44	\$0.00
5108	Fritos BBQ Corn Chip LSS	31	\$1.06	\$32.86	\$0.00
5109	Hot Buffalo Wing Chip	172	\$0.59	\$101.48	\$0.00
5110	Jalapeno Chip	107	\$0.59	\$63.13	\$0.00
5111	Bacon Cheddar Fries	19	\$0.64	\$12.16	\$0.00
5112	Puffed Cheetos	250	\$0.65	\$162.50	\$0.00
5113	Kosher Dill Chips	182	\$0.59	\$107.38	\$0.00
5114	Lance White Cheddar Popcorn	44	\$0.59	\$25.96	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5115	Cheez-It 1.5oz	9	\$0.70	\$6.30	\$0.00
5116	Snyders Jalap. Pret. Pieces	15	\$0.95	\$14.25	\$0.00
5117	Snyders Hot Buffalo Pieces	14	\$0.95	\$13.30	\$0.00
5118	RoldGold Tiny Twist LSS	1	\$1.06	\$1.06	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	294	\$0.85	\$249.90	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	305	\$0.75	\$228.75	\$0.00
5125	Lays BBQ LSS	17	\$1.06	\$18.02	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	5	\$0.95	\$4.75	\$0.00
5127	Cheetos Jalp. Cheddar LSS	184	\$1.06	\$195.04	\$0.00
5128	Ruffles Cheddar S-Cream LSS	99	\$1.06	\$104.94	\$0.00
5132	Ninas Menudo Mix	1	\$1.12	\$1.12	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	11	\$0.91	\$10.01	\$0.00
5135	Cup Soup - Beef	9	\$0.91	\$8.19	\$0.00
5140	Chili Ramen Soup - Bag	513	\$0.64	\$328.32	\$0.00
5141	Beef Ramen Soup - Bag	119	\$0.64	\$76.16	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	481	\$0.64	\$307.84	\$0.00
5143	Picante Beef Ramen Soup - Bag	196	\$0.64	\$125.44	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	274	\$0.64	\$175.36	\$0.00
5145	Chicken Ramen Soup - Bag	276	\$0.64	\$176.64	\$0.00
5146	Shrimp Ramen Soup - Bag	208	\$0.64	\$133.12	\$0.00
5148	Funyuns LSS	13	\$1.06	\$13.78	\$0.00
5149	Cool Ranch Doritos LSS	37	\$1.06	\$39.22	\$0.00
5302	Malt-O-Meal Fruity Dyno-Bites 13oz	1	\$4.89	\$4.89	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	1	\$4.97	\$4.97	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	2	\$4.89	\$9.78	\$0.00
5320	Instant Oatmeal Variety 10pk	2	\$4.44	\$8.88	\$0.00
6001	Hershey W/Almond	2	\$1.19	\$2.38	\$0.00
6002	Hershey Milk Chocolate	1	\$1.19	\$1.19	\$0.00
6005	Reese's Peanut Butter Cup	3	\$1.19	\$3.57	\$0.00
6006	Milky Way	1	\$1.19	\$1.19	\$0.00
6007	Snickers Bar	5	\$1.19	\$5.95	\$0.00
6008	M&M Peanut	1	\$1.19	\$1.19	\$0.00
6009	M&M Plain	1	\$1.19	\$1.19	\$0.00
6010	3 Musketeers	1	\$1.19	\$1.19	\$0.00
6011	Baby Ruth	6	\$1.19	\$7.14	\$0.00
6014	Skittles - Orig	2	\$1.19	\$2.38	\$0.00
6019	Atomic Fireballs 4oz Bag	17	\$1.56	\$26.52	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	9	\$1.50	\$13.50	\$0.00
6024	Chick-O-Stick 3oz Bag	2	\$1.30	\$2.60	\$0.00
6025	Tootsie Pop	26	\$0.35	\$9.10	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6027	Twix Caramel	2	\$1.19	\$2.38	\$0.00
7012	Boxer Short - XL	1	\$3.60	\$3.60	\$0.00
		6740		\$6371.90	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 12/1/2015 12:00 AM to 12/31/2015 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1013	Tums	2	\$1.66	\$3.32	\$0.00
2002	Mennon Speed Stick 2oz Reg	1	\$3.65	\$3.65	\$0.00
2003	Suave A/P Solid	4	\$3.59	\$14.36	\$0.00
2010	V05 Shampoo 12.5 oz	2	\$2.45	\$4.90	\$0.00
2012	Dandruff Shampoo 13.5oz.	1	\$2.91	\$2.91	\$0.00
2020	Ivory Soap 3.1 oz	2	\$1.34	\$2.68	\$0.00
2021	Dial Gold Soap 3.5 oz	14	\$1.50	\$21.00	\$0.00
2022	Irish Spring 3.2oz	3	\$1.42	\$4.26	\$0.00
2023	Lever 2000 w/ Aloe	1	\$2.11	\$2.11	\$0.00
2029	Soap Dish	2	\$1.14	\$2.28	\$0.00
2030	Close-Up Toothpaste	2	\$3.31	\$6.62	\$0.00
2031	Colgate TP 4.6 oz	1	\$2.72	\$2.72	\$0.00
2032	Ind. Toothpaste 1.5 oz	1	\$1.12	\$1.12	\$0.00
2037	Medium TEK Toothbrush	1	\$1.14	\$1.14	\$0.00
2058	Murray's Pomade 3oz	1	\$3.86	\$3.86	\$0.00
2069	Baby Powder 4 oz	3	\$1.19	\$3.57	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
2071	Petroleum Jelly 4 oz	1	\$1.72	\$1.72	\$0.00
3001	Greeting Card - Thinking Of You	3	\$1.42	\$4.26	\$0.00
3002	Greeting Card - Love You	3	\$1.42	\$4.26	\$0.00
3005	Greeting Card - Seasonal/Holiday	4	\$1.42	\$5.68	\$0.00
3015	Playing Cards	3	\$1.82	\$5.46	\$0.00
3017	Plastic Coffee Mug 12oz	2	\$1.14	\$2.28	\$0.00
3018	Cereal Bowl w/ Lid 23oz	4	\$1.52	\$6.08	\$0.00
3024	Writing Pad Gummed 8.5x11	1	\$1.48	\$1.48	\$0.00
3025	Plain Envelope	14	\$0.12	\$1.68	\$0.00
3026	Stamped Envelope	29	\$0.64	\$18.56	\$0.00
3027	Manilla Envelope	8	\$0.22	\$1.76	\$0.00
3028	Stamp	72	\$0.49	\$35.28	\$0.00
3030	AA Batteries (4)	8	\$3.75	\$30.00	\$0.00
3031	AAA Batteries (4)	5	\$3.75	\$18.75	\$0.00
3041	Word Search Book	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	23	\$1.52	\$34.96	\$0.00
4002	Coke Zero - 20 oz	3	\$1.52	\$4.56	\$0.00
4003	Sprite - 20 oz	16	\$1.52	\$24.32	\$0.00
4004	Mr. Pibb - 20 oz	47	\$1.52	\$71.44	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4005	Mellow Yellow - 20 oz	26	\$1.52	\$39.52	\$0.00
4006	Fanta Orange - 20 oz	36	\$1.52	\$54.72	\$0.00
4007	Fanta Grape - 20 oz	9	\$1.52	\$13.68	\$0.00
4008	Fanta Strawberry - 20 oz	106	\$1.52	\$161.12	\$0.00
4019	Maxima Instant Coffee 3 oz.	73	\$3.88	\$283.24	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	20	\$4.94	\$98.80	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	9	\$1.90	\$17.10	\$0.00
4026	Sweet Thing (10)	2	\$0.68	\$1.36	\$0.00
4027	Sugar (10)	1	\$0.68	\$0.68	\$0.00
4028	Coffee Creamer (10)	2	\$0.75	\$1.50	\$0.00
4030	Lemonade 6 oz Bag	19	\$1.72	\$32.68	\$0.00
4031	Tropical Punch 6 oz Bag	61	\$1.72	\$104.92	\$0.00
4032	Cherry 6 oz Bag	38	\$1.72	\$65.36	\$0.00
4033	Grape 6 oz Bag	10	\$1.72	\$17.20	\$0.00
4034	Orange 6 oz Bag	12	\$1.72	\$20.64	\$0.00
4037	Iced Tea 6 oz Bag	2	\$1.72	\$3.44	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	5	\$2.06	\$10.30	\$0.00
5001	Grand Iced Honey Bun	784	\$1.09	\$854.56	\$0.00
5002	Glazed Honey Bun	422	\$0.95	\$400.90	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	10	\$2.06	\$20.60	\$0.00
5005	Buddy Bar 6/2pk Bx	8	\$3.06	\$24.48	\$0.00
5006	Swiss Roll 6/2pk Bx	4	\$3.06	\$12.24	\$0.00
5009	Cheese Cracker (bx)	5	\$2.97	\$14.85	\$0.00
5010	Moonpie - Banana	7	\$0.87	\$6.09	\$0.00
5011	Moonpie - Chocolate	5	\$0.87	\$4.35	\$0.00
5012	Moonpie - Vanilla	7	\$0.87	\$6.09	\$0.00
5013	Saltines 4pks/bx	4	\$3.66	\$14.64	\$0.00
5014	Chocolate Cupcake 4oz 2pk	20	\$1.17	\$23.40	\$0.00
5016	Fudge Brownie 2.75 oz	4	\$1.12	\$4.48	\$0.00
5020	Grilled Cheese Cracker	58	\$0.69	\$40.02	\$0.00
5022	Cream Cheese & Chive Cracker	7	\$0.69	\$4.83	\$0.00
5024	BOLDS! Buff. Wing / Blue Cheese Cracker	118	\$0.71	\$83.78	\$0.00
5025	Salted Peanuts 3.5oz	1	\$1.26	\$1.26	\$0.00
5026	Honey Roasted Peanuts 3.5oz	18	\$1.26	\$22.68	\$0.00
5028	Sweet & Spicy Trail Mix	9	\$0.82	\$7.38	\$0.00
5029	Rice Krispie Treat	2	\$1.12	\$2.24	\$0.00
5030	Granola Bar - Oats & Honey	2	\$0.89	\$1.78	\$0.00
5031	Blazin Hot P'nuts 3.5oz	11	\$1.26	\$13.86	\$0.00
5032	Sharp Cheese Spread 8oz	1	\$3.15	\$3.15	\$0.00
5033	Crunch-n-Munch	1	\$2.64	\$2.64	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5034	Jalapeno Cheese 8oz.	12	\$3.15	\$37.80	\$0.00
5040	Peanut Butter Granola Bar	2	\$0.89	\$1.78	\$0.00
5041	Oreo Cookies	9	\$0.85	\$7.65	\$0.00
5042	Chocolate Chip Cookies	5	\$1.08	\$5.40	\$0.00
5043	Strawberry Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5044	Peanut Butter Cookies 5oz	10	\$1.08	\$10.80	\$0.00
5045	Vanilla Cookies 5oz	5	\$1.08	\$5.40	\$0.00
5046	Duplex Cookies 5oz	4	\$1.08	\$4.32	\$0.00
5048	Iced Oatmeal Cookie 5oz	11	\$1.08	\$11.88	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	4	\$0.86	\$3.44	\$0.00
5055	Strawberry Pop-Tart 2pk	18	\$1.17	\$21.06	\$0.00
5056	Blueberry Pop-Tart 2pk	9	\$1.17	\$10.53	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	51	\$2.37	\$120.87	\$0.00
5059	Instant Red Beans and Rice 4.4oz	8	\$2.12	\$16.96	\$0.00
5061	Pre-Cooked Rice Bag	6	\$1.80	\$10.80	\$0.00
5062	Flour Tortilla	34	\$1.88	\$63.92	\$0.00
5063	Chili w/ Beans Pouch	16	\$3.08	\$49.28	\$0.00
5065	Tuna in a Pouch 6oz	44	\$2.62	\$115.28	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	3	\$1.50	\$4.50	\$0.00
5070	Beef-n-Cheese Stick	16	\$1.00	\$16.00	\$0.00
5071	TB Twin Salami 1oz	5	\$1.00	\$5.00	\$0.00
5073	Spicy Sausage	44	\$0.91	\$40.04	\$0.00
5075	Dill Pickle	31	\$1.42	\$44.02	\$0.00
5076	Hot Pickle	35	\$1.42	\$49.70	\$0.00
5077	Panola Hot Sauce	25	\$1.27	\$31.75	\$0.00
5078	Peanut Butter Squeeze Pouch	4	\$0.86	\$3.44	\$0.00
5079	Mayonnaise Squeeze Pouch	69	\$0.35	\$24.15	\$0.00
5081	Big Haus Original Beef Stick 5oz	13	\$2.82	\$36.66	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	84	\$2.82	\$236.88	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	44	\$2.82	\$124.08	\$0.00
5087	Pouch Sardines in Oil 3.53oz	5	\$1.64	\$8.20	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	2	\$1.64	\$3.28	\$0.00
5090	Titio's Jalpeno Slices	3	\$0.65	\$1.95	\$0.00
5093	Cocoa Puffs Cereal Bar	29	\$0.42	\$12.18	\$0.00
5100	Hot Pork Skins 1 oz	80	\$0.68	\$54.40	\$0.00
5101	BBQ Pork Skins 1 oz	106	\$0.68	\$72.08	\$0.00
5103	Lays Salt & Vinegar LSS	136	\$0.59	\$80.24	\$0.00
5104	Sour Cream & Onion Chip LSS	23	\$1.06	\$24.38	\$0.00
5108	Fritos BBQ Corn Chip LSS	58	\$1.06	\$61.48	\$0.00
5109	Hot Buffalo Wing Chip	149	\$0.59	\$87.91	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5110	Jalapeno Chip	118	\$0.59	\$69.62	\$0.00
5111	Bacon Cheddar Fries	41	\$0.64	\$26.24	\$0.00
5112	Puffed Cheetos	362	\$0.65	\$235.30	\$0.00
5113	Kosher Dill Chips	183	\$0.59	\$107.97	\$0.00
5114	Lance White Cheddar Popcorn	96	\$0.59	\$56.64	\$0.00
5115	Cheez-It 1.5oz	17	\$0.70	\$11.90	\$0.00
5116	Snyders Jalap. Pret. Pieces	26	\$0.95	\$24.70	\$0.00
5117	Snyders Hot Buffalo Pieces	16	\$0.95	\$15.20	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	464	\$0.85	\$394.40	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	405	\$0.75	\$303.75	\$0.00
5125	Lays BBQ LSS	11	\$1.06	\$11.66	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	3	\$0.95	\$2.85	\$0.00
5127	Cheetos Jalp. Cheddar LSS	231	\$1.06	\$244.86	\$0.00
5128	Ruffles Cheddar S-Cream LSS	84	\$1.06	\$89.04	\$0.00
5131	Cup Soup - California Vegetable	14	\$0.91	\$12.74	\$0.00
5132	Ninas Menudo Mix	1	\$1.12	\$1.12	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	21	\$0.91	\$19.11	\$0.00
5135	Cup Soup - Beef	2	\$0.91	\$1.82	\$0.00
5136	Cup Soup - Chicken	5	\$0.91	\$4.55	\$0.00
5140	Chili Ramen Soup - Bag	725	\$0.64	\$464.00	\$0.00
5141	Beef Ramen Soup - Bag	175	\$0.64	\$112.00	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	782	\$0.64	\$500.48	\$0.00
5143	Picante Beef Ramen Soup - Bag	231	\$0.64	\$147.84	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	404	\$0.64	\$258.56	\$0.00
5145	Chicken Ramen Soup - Bag	292	\$0.64	\$186.88	\$0.00
5146	Shrimp Ramen Soup - Bag	325	\$0.64	\$208.00	\$0.00
5149	Cool Ranch Doritos LSS	31	\$1.06	\$32.86	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	2	\$4.97	\$9.94	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	1	\$4.89	\$4.89	\$0.00
5320	Instant Oatmeal Variety 10pk	10	\$4.44	\$44.40	\$0.00
6001	Hershey W/Almond	7	\$1.19	\$8.33	\$0.00
6002	Hershey Milk Chocolate	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	1	\$1.19	\$1.19	\$0.00
6006	Milky Way	1	\$1.19	\$1.19	\$0.00
6007	Snicker Bar	6	\$1.19	\$7.14	\$0.00
6010	3 Musketeers	1	\$1.19	\$1.19	\$0.00
6011	Baby Ruth	5	\$1.19	\$5.95	\$0.00
6014	Skittles - Orig	5	\$1.19	\$5.95	\$0.00
6019	Atomic Fireballs 4oz Bag	6	\$1.56	\$9.36	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	24	\$1.50	\$36.00	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6024	Chick-O-Stick 3oz Bag	2	\$1.30	\$2.60	\$0.00
6025	Tootsie Pop	20	\$0.35	\$7.00	\$0.00
6031	Jawbreakers	2	\$1.11	\$2.22	\$0.00
6035	Mix Berry Fruit Snack	4	\$1.06	\$4.24	\$0.00
6036	Strawberry Fruit Snacks	6	\$1.06	\$6.36	\$0.00
		8612		\$8078.66	\$0.00



## Commissary 100-38-9001-9 Product Sales

Period 1/1/2016 12:00 AM to 1/31/2016 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
2003	Suave A/P Solid	1	\$3.59	\$3.59	\$0.00
2006	PC Men's Stick Deo. Freshscent	1	\$1.98	\$1.98	\$0.00
2011	VO5 2-N-1 12.5OZ	2	\$2.81	\$5.62	\$0.00
2012	Dandruff Shampoo 13.5oz.	1	\$2.91	\$2.91	\$0.00
2020	Ivory Soap 3.1 oz	1	\$1.34	\$1.34	\$0.00
2021	Dial Gold Soap 3.5 oz	4	\$1.50	\$6.00	\$0.00
2022	Irish Spring 3.2oz	3	\$1.42	\$4.26	\$0.00
2029	Soap Dish	1	\$1.14	\$1.14	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	1	\$2.72	\$2.72	\$0.00
2035	Toothbrush Holder	1	\$1.14	\$1.14	\$0.00
2037	Medium TEK Toothbrush	2	\$1.14	\$2.28	\$0.00
2041	Cocoa Butter 20 oz Lotion	1	\$2.28	\$2.28	\$0.00
2043	Suave Cocoa Butter Lotion	2	\$5.19	\$10.38	\$0.00
2044	PC Aloe Lotion 20oz	2	\$2.28	\$4.56	\$0.00
2058	Murray's Pomade 3oz	1	\$3.86	\$3.86	\$0.00
2063	Palm Brush	1	\$1.81	\$1.81	\$0.00
2064	Black Comb 5 in	1	\$0.29	\$0.29	\$0.00
2069	Baby Powder 4 oz	1	\$1.19	\$1.19	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
2071	Petroleum Jelly 4 oz	1	\$1.72	\$1.72	\$0.00
3002	Greeting Card - Love You	1	\$1.42	\$1.42	\$0.00
3015	Playing Cards	2	\$1.82	\$3.64	\$0.00
3018	Cereal Bowl w/ Lid 23oz	3	\$1.52	\$4.56	\$0.00
3022	Black Ink Pen	2	\$0.34	\$0.68	\$0.00
3024	Writing Pad Gummed 8.5x11	4	\$1.48	\$5.92	\$0.00
3025	Plain Envelope	10	\$0.12	\$1.20	\$0.00
3026	Stamped Envelope	32	\$0.64	\$20.48	\$0.00
3028	Stamp	29	\$0.49	\$14.21	\$0.00
3030	AA Batteries (4)	9	\$3.75	\$33.75	\$0.00
4001	Coke - 20 oz	24	\$1.52	\$36.48	\$0.00
4003	Sprite - 20 oz	4	\$1.52	\$6.08	\$0.00
4004	Mr. Pibb - 20 oz	32	\$1.52	\$48.64	\$0.00
4005	Mellow Yellow - 20 oz	24	\$1.52	\$36.48	\$0.00
4006	Fanta Orange - 20 oz	27	\$1.52	\$41.04	\$0.00
4007	Fanta Grape - 20 oz	2	\$1.52	\$3.04	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
4008	Fanta Strawberry - 20 oz	69	\$1.52	\$104.88	\$0.00
4019	Maxima Instant Coffee 3 oz.	31	\$3.88	\$120.28	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	7	\$4.94	\$34.58	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	5	\$1.90	\$9.50	\$0.00
4026	Sweet Thing (10)	1	\$0.68	\$0.68	\$0.00
4027	Sugar (10)	1	\$0.68	\$0.68	\$0.00
4028	Coffee Creamer (10)	3	\$0.75	\$2.25	\$0.00
4030	Lemonade 6 oz Bag	11	\$1.72	\$18.92	\$0.00
4031	Tropical Punch 6 oz Bag	43	\$1.72	\$73.96	\$0.00
4032	Cherry 6 oz Bag	24	\$1.72	\$41.28	\$0.00
4033	Grape 6 oz Bag	6	\$1.72	\$10.32	\$0.00
4034	Orange 6 oz Bag	3	\$1.72	\$5.16	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	1	\$2.06	\$2.06	\$0.00
5001	Grand Iced Honey Bun	819	\$1.09	\$892.71	\$0.00
5002	Glazed Honey Bun	298	\$0.95	\$283.10	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	8	\$2.06	\$16.48	\$0.00
5005	Buddy Bar 6/2pk Bx	5	\$3.06	\$15.30	\$0.00
5008	Snack Crackers (bx)	1	\$4.58	\$4.58	\$0.00
5009	Cheese Cracker (bx)	5	\$2.97	\$14.85	\$0.00
5010	Moonpie - Banana	1	\$0.87	\$0.87	\$0.00
5012	Moonpie - Vanilla	2	\$0.87	\$1.74	\$0.00
5013	Saltines 4pks/bx	4	\$3.66	\$14.64	\$0.00
5014	Chocolate Cupcake 4oz 2pk	9	\$1.17	\$10.53	\$0.00
5016	Fudge Brownie 2.75 oz	1	\$1.12	\$1.12	\$0.00
5020	Grilled Cheese Cracker	54	\$0.69	\$37.26	\$0.00
5021	Toastchee PB Cracker	3	\$0.69	\$2.07	\$0.00
5022	Cream Cheese & Chive Cracker	15	\$0.69	\$10.35	\$0.00
5025	Salted Peanuts 3.5oz	1	\$1.26	\$1.26	\$0.00
5026	Honey Roasted Peanuts 3.5oz	13	\$1.26	\$16.38	\$0.00
5028	Sweet & Spicy Trail Mix	2	\$0.82	\$1.64	\$0.00
5029	Rice Krispie Treat	3	\$1.12	\$3.36	\$0.00
5030	Granola Bar - Oats & Honey	7	\$0.89	\$6.23	\$0.00
5031	Blazin Hot P'nuts 3.5oz	2	\$1.26	\$2.52	\$0.00
5032	Sharp Cheese Spread 8oz	7	\$3.15	\$22.05	\$0.00
5033	Crunch-n-Munch	1	\$2.64	\$2.64	\$0.00
5034	Jalapeno Cheese 8oz.	9	\$3.15	\$28.35	\$0.00
5036	Mix'n Yogurt 2oz	2	\$0.94	\$1.88	\$0.00
5043	Strawberry Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5044	Peanut Butter Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5045	Vanilla Cookies 5oz	2	\$1.08	\$2.16	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5048	Iced Oatmeal Cookie 5oz	7	\$1.08	\$7.56	\$0.00
5055	Strawberry Pop-Tart 2pk	11	\$1.17	\$12.87	\$0.00
5056	Blueberry Pop-Tart 2pk	2	\$1.17	\$2.34	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	38	\$2.37	\$90.06	\$0.00
5059	Instant Red Beans and Rice 4.4oz	2	\$2.12	\$4.24	\$0.00
5061	Pre-Cooked Rice Bag	5	\$1.80	\$9.00	\$0.00
5062	Flour Tortilla	24	\$1.88	\$45.12	\$0.00
5063	Chili w/ Beans Pouch	12	\$3.08	\$36.96	\$0.00
5065	Tuna in a Pouch 6oz	28	\$2.62	\$73.36	\$0.00
5070	Beef-n-Cheese Stick	10	\$1.00	\$10.00	\$0.00
5071	TB Twin Salami 1oz	9	\$1.00	\$9.00	\$0.00
5073	Spicy Sausage	42	\$0.91	\$38.22	\$0.00
5075	Dill Pickle	32	\$1.42	\$45.44	\$0.00
5076	Hot Pickle	22	\$1.42	\$31.24	\$0.00
5077	Panola Hot Sauce	18	\$1.27	\$22.86	\$0.00
5078	Peanut Butter Squeeze Pouch	2	\$0.86	\$1.72	\$0.00
5079	Mayonnaise Squeeze Pouch	69	\$0.35	\$24.15	\$0.00
5081	Big Haus Original Beef Stick 5oz	7	\$2.82	\$19.74	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	53	\$2.82	\$149.46	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	41	\$2.82	\$115.62	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	4	\$1.64	\$6.56	\$0.00
5090	Titio's Jalpeno Slices	21	\$0.65	\$13.65	\$0.00
5093	Cocoa Puffs Cereal Bar	21	\$0.42	\$8.82	\$0.00
5100	Hot Pork Skins 1 oz	44	\$0.68	\$29.92	\$0.00
5101	BBQ Pork Skins1 oz	51	\$0.68	\$34.68	\$0.00
5103	Lays Salt & Vinegar LSS	119	\$0.59	\$70.21	\$0.00
5104	Sour Cream & Onion Chip LSS	11	\$1.06	\$11.66	\$0.00
5108	Fritos BBQ Corn Chip LSS	40	\$1.06	\$42.40	\$0.00
5109	Hot Buffalo Wing Chip	300	\$0.59	\$177.00	\$0.00
5110	Jalapeno Chip	144	\$0.59	\$84.96	\$0.00
5111	Bacon Cheddar Fries	38	\$0.64	\$24.32	\$0.00
5112	Puffed Cheetos	262	\$0.65	\$170.30	\$0.00
5113	Kosher Dill Chips	115	\$0.59	\$67.85	\$0.00
5114	Lance White Cheddar Popcorn	42	\$0.59	\$24.78	\$0.00
5115	Cheez-It 1.5oz	4	\$0.70	\$2.80	\$0.00
5116	Snyders Jalap. Pret. Pieces	12	\$0.95	\$11.40	\$0.00
5117	Snyders Hot Buffalo Pieces	15	\$0.95	\$14.25	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	282	\$0.85	\$239.70	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	342	\$0.75	\$256.50	\$0.00
5125	Lays BBQ LSS	19	\$1.06	\$20.14	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5126	Snyders Honey Mustard Onion Pret. Piece	3	\$0.95	\$2.85	\$0.00
5127	Cheetos Jalp. Cheddar LSS	339	\$1.06	\$359.34	\$0.00
5128	Ruffles Cheddar S-Cream LSS	34	\$1.06	\$36.04	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	3	\$0.91	\$2.73	\$0.00
5135	Cup Soup - Beef	5	\$0.91	\$4.55	\$0.00
5140	Chili Ramen Soup - Bag	522	\$0.64	\$334.08	\$0.00
5141	Beef Ramen Soup - Bag	144	\$0.64	\$92.16	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	651	\$0.64	\$416.64	\$0.00
5143	Picante Beef Ramen Soup - Bag	148	\$0.64	\$94.72	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	260	\$0.64	\$166.40	\$0.00
5145	Chicken Ramen Soup - Bag	236	\$0.64	\$151.04	\$0.00
5146	Shrimp Ramen Soup - Bag	272	\$0.64	\$174.08	\$0.00
5149	Cool Ranch Doritos LSS	31	\$1.06	\$32.86	\$0.00
5320	Instant Oatmeal Variety 10pk	4	\$4.44	\$17.76	\$0.00
6001	Hershey W/Almond	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	1	\$1.19	\$1.19	\$0.00
6006	Milky Way	2	\$1.19	\$2.38	\$0.00
6010	3 Musketeers	1	\$1.19	\$1.19	\$0.00
6011	Baby Ruth	2	\$1.19	\$2.38	\$0.00
6014	Skittles - Orig	2	\$1.19	\$2.38	\$0.00
6019	Atomic Fireballs 4oz Bag	6	\$1.56	\$9.36	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	19	\$1.50	\$28.50	\$0.00
6021	Starlight Mints - 4 oz	2	\$1.46	\$2.92	\$0.00
6024	Chick-O-Stick 3oz Bag	1	\$1.30	\$1.30	\$0.00
6025	Tootsie Pop	6	\$0.35	\$2.10	\$0.00
6027	Twix Caramel	2	\$1.19	\$2.38	\$0.00
6031	Jawbreakers	4	\$1.11	\$4.44	\$0.00
6035	Mix Berry Fruit Snack	7	\$1.06	\$7.42	\$0.00
6036	Strawberry Fruit Snacks	5	\$1.06	\$5.30	\$0.00
		6753		\$6166.89	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 2/1/2016 12:00 AM to 2/29/2016 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
2002	Mennon Speed Stick 2oz Reg	2	\$3.65	\$7.30	\$0.00
2003	Suave A/P Solid	3	\$3.59	\$10.77	\$0.00
2006	PC Men's Stick Deo. Freshscent	1	\$1.98	\$1.98	\$0.00
2010	VO5 Shampoo 12.5 oz	1	\$2.45	\$2.45	\$0.00
2011	VO5 2-N-1 12.5OZ	2	\$2.81	\$5.62	\$0.00
2020	Ivory Soap 3.1 oz	7	\$1.34	\$9.38	\$0.00
2021	Dial Gold Soap 3.5 oz	20	\$1.50	\$30.00	\$0.00
2022	Irish Spring 3.2oz	8	\$1.42	\$11.36	\$0.00
2023	Lever 2000 w/ Aloe	2	\$2.11	\$4.22	\$0.00
2029	Soap Dish	2	\$1.14	\$2.28	\$0.00
2030	Close-Up Toothpaste	2	\$3.31	\$6.62	\$0.00
2031	Colgate TP 4.6 oz	8	\$2.72	\$21.76	\$0.00
2035	Toothbrush Holder	2	\$1.14	\$2.28	\$0.00
2037	Medium TEK Toothbrush	2	\$1.14	\$2.28	\$0.00
2058	Murray's Pomade 3oz	3	\$3.86	\$11.58	\$0.00
2060	Lusti's Pomade 4oz	1	\$2.28	\$2.28	\$0.00
2064	Black Comb 5 in	1	\$0.29	\$0.29	\$0.00
2069	Baby Powder 4 oz	2	\$1.19	\$2.38	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
2071	Petroleum Jelly 4 oz	3	\$1.72	\$5.16	\$0.00
3001	Greeting Card - Thinking Of You	5	\$1.42	\$7.10	\$0.00
3002	Greeting Card - Love You	5	\$1.42	\$7.10	\$0.00
3003	Greeting Card - Birthday Adult	2	\$1.42	\$2.84	\$0.00
3004	Greeting Card - Birthday Child	1	\$1.42	\$1.42	\$0.00
3005	Greeting Card - Seasonal/Holiday	5	\$1.42	\$7.10	\$0.00
3017	Plastic Coffee Mug 12oz	1	\$1.14	\$1.14	\$0.00
3022	Black Ink Pen	4	\$0.34	\$1.36	\$0.00
3024	Writing Pad Gummed 8.5x11	4	\$1.48	\$5.92	\$0.00
3025	Plain Envelope	41	\$0.12	\$4.92	\$0.00
3026	Stamped Envelope	37	\$0.64	\$23.68	\$0.00
3027	Manilla Envelope	3	\$0.22	\$0.66	\$0.00
3028	Stamp	64	\$0.49	\$31.36	\$0.00
3029	Book of 20 Stamps	1	\$9.80	\$9.80	\$0.00
3030	AA Batteries (4)	27	\$3.75	\$101.25	\$0.00
4001	Coke - 20 oz	23	\$1.52	\$34.96	\$0.00
4003	Sprite - 20 oz	8	\$1.52	\$12.16	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
4004	Mr. Pibb - 20 oz	18	\$1.52	\$27.36	\$0.00
4005	Mellow Yellow - 20 oz	26	\$1.52	\$39.52	\$0.00
4006	Fanta Orange - 20 oz	25	\$1.52	\$38.00	\$0.00
4007	Fanta Grape - 20 oz	12	\$1.52	\$18.24	\$0.00
4008	Fanta Strawberry - 20 oz	88	\$1.52	\$133.76	\$0.00
4019	Maxima Instant Coffee 3 oz.	95	\$3.88	\$368.60	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	23	\$4.94	\$113.62	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	9	\$1.90	\$17.10	\$0.00
4025	SS Hot Cocoa 10ct BX	2	\$3.35	\$6.70	\$0.00
4027	Sugar (10)	1	\$0.68	\$0.68	\$0.00
4028	Coffee Creamer (10)	1	\$0.75	\$0.75	\$0.00
4030	Lemonade 6 oz Bag	16	\$1.72	\$27.52	\$0.00
4031	Tropical Punch 6 oz Bag	39	\$1.72	\$67.08	\$0.00
4032	Cherry 6 oz Bag	26	\$1.72	\$44.72	\$0.00
4033	Grape 6 oz Bag	9	\$1.72	\$15.48	\$0.00
4034	Orange 6 oz Bag	11	\$1.72	\$18.92	\$0.00
4037	Iced Tea 6 oz Bag	3	\$1.72	\$5.16	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	1	\$2.89	\$2.89	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	4	\$2.06	\$8.24	\$0.00
5001	Grand Iced Honey Bun	865	\$1.09	\$942.85	\$0.00
5002	Glazed Honey Bun	271	\$0.95	\$257.45	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	2	\$2.06	\$4.12	\$0.00
5005	Buddy Bar 6/2pk Bx	5	\$3.06	\$15.30	\$0.00
5006	Swiss Roll 6/2pk Bx	2	\$3.06	\$6.12	\$0.00
5009	Cheese Cracker (bx)	9	\$2.97	\$26.73	\$0.00
5010	Moonpie - Banana	1	\$0.87	\$0.87	\$0.00
5012	Moonpie - Vanilla	2	\$0.87	\$1.74	\$0.00
5013	Saltines 4pks/bx	7	\$3.66	\$25.62	\$0.00
5014	Chocolate Cupcake 4oz 2pk	4	\$1.17	\$4.68	\$0.00
5016	Fudge Brownie 2.75 oz	5	\$1.12	\$5.60	\$0.00
5020	Grilled Cheese Cracker	49	\$0.69	\$33.81	\$0.00
5021	Toastchee PB Cracker	2	\$0.69	\$1.38	\$0.00
5022	Cream Cheese & Chive Cracker	17	\$0.69	\$11.73	\$0.00
5026	Honey Roasted Peanuts 3.5oz	22	\$1.26	\$27.72	\$0.00
5028	Sweet & Spicy Trail Mix	3	\$0.82	\$2.46	\$0.00
5029	Rice Krispie Treat	4	\$1.12	\$4.48	\$0.00
5030	Granola Bar - Oats & Honey	49	\$0.89	\$43.61	\$0.00
5031	Blazin Hot P'nuts 3.5oz	8	\$1.26	\$10.08	\$0.00
5032	Sharp Cheese Spread 8oz	2	\$3.15	\$6.30	\$0.00
5034	Jalapeno Cheese 8oz.	15	\$3.15	\$47.25	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5036	Mix'n Yogurt 2oz	5	\$0.94	\$4.70	\$0.00
5040	Peanut Butter Granola Bar	5	\$0.89	\$4.45	\$0.00
5042	Chocolate Chip Cookies	8	\$1.08	\$8.64	\$0.00
5043	Strawberry Cookies 5oz	6	\$1.08	\$6.48	\$0.00
5044	Peanut Butter Cookies 5oz	4	\$1.08	\$4.32	\$0.00
5045	Vanilla Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5046	Duplex Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5047	Lemon Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5048	Iced Oatmeal Cookie 5oz	15	\$1.08	\$16.20	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	3	\$0.86	\$2.58	\$0.00
5055	Strawberry Pop-Tart 2pk	16	\$1.17	\$18.72	\$0.00
5056	Blueberry Pop-Tart 2pk	6	\$1.17	\$7.02	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	48	\$2.37	\$113.76	\$0.00
5059	Instant Red Beans and Rice 4.4oz	7	\$2.12	\$14.84	\$0.00
5061	Pre-Cooked Rice Bag	1	\$1.80	\$1.80	\$0.00
5062	Flour Tortilla	23	\$1.88	\$43.24	\$0.00
5063	Chili w/ Beans Pouch	19	\$3.08	\$58.52	\$0.00
5065	Tuna in a Pouch 6oz	56	\$2.62	\$146.72	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	1	\$1.50	\$1.50	\$0.00
5070	Beef-n-Cheese Stick	24	\$1.00	\$24.00	\$0.00
5071	TB Twin Salami 1oz	6	\$1.00	\$6.00	\$0.00
5073	Spicy Sausage	55	\$0.91	\$50.05	\$0.00
5075	Dill Pickle	41	\$1.42	\$58.22	\$0.00
5076	Hot Pickle	28	\$1.42	\$39.76	\$0.00
5077	Panola Hot Sauce	32	\$1.27	\$40.64	\$0.00
5079	Mayonnaise Squeeze Pouch	85	\$0.35	\$29.75	\$0.00
5081	Big Haus Original Beef Stick 5oz	16	\$2.82	\$45.12	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	46	\$2.82	\$129.72	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	33	\$2.82	\$93.06	\$0.00
5087	Pouch Sardines in Oil 3.53oz	1	\$1.64	\$1.64	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	21	\$1.64	\$34.44	\$0.00
5090	Titio's Jalpeno Slices	19	\$0.65	\$12.35	\$0.00
5093	Cocoa Puffs Cereal Bar	60	\$0.42	\$25.20	\$0.00
5100	Hot Pork Skins 1 oz	57	\$0.68	\$38.76	\$0.00
5101	BBQ Pork Skins1 oz	48	\$0.68	\$32.64	\$0.00
5103	Lays Salt & Vinegar LSS	137	\$0.59	\$80.83	\$0.00
5104	Sour Cream & Onion Chip LSS	34	\$1.06	\$36.04	\$0.00
5108	Fritos BBQ Corn Chip LSS	28	\$1.06	\$29.68	\$0.00
5109	Hot Buffalo Wing Chip	313	\$0.59	\$184.67	\$0.00
5110	Jalapeno Chip	278	\$0.59	\$164.02	\$0.00

Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5111	Bacon Cheddar Fries	39	\$0.64	\$24.96	\$0.00
5112	Puffed Cheetos	304	\$0.65	\$197.60	\$0.00
5113	Kosher Dill Chips	108	\$0.59	\$63.72	\$0.00
5114	Lance White Cheddar Popcorn	61	\$0.59	\$35.99	\$0.00
5115	Cheez-It 1.5oz	6	\$0.70	\$4.20	\$0.00
5116	Snyders Jalap. Pret. Pieces	37	\$0.95	\$35.15	\$0.00
5117	Snyders Hot Buffalo Pieces	25	\$0.95	\$23.75	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	378	\$0.85	\$321.30	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	336	\$0.75	\$252.00	\$0.00
5125	Lays BBQ LSS	35	\$1.06	\$37.10	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	9	\$0.95	\$8.55	\$0.00
5127	Cheetos Jalp. Cheddar LSS	331	\$1.06	\$350.86	\$0.00
5128	Ruffles Cheddar S-Cream LSS	77	\$1.06	\$81.62	\$0.00
5131	Cup Soup - California Vegetable	1	\$0.91	\$0.91	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	8	\$0.91	\$7.28	\$0.00
5135	Cup Soup - Beef	6	\$0.91	\$5.46	\$0.00
5140	Chili Ramen Soup - Bag	577	\$0.64	\$369.28	\$0.00
5141	Beef Ramen Soup - Bag	110	\$0.64	\$70.40	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	709	\$0.64	\$453.76	\$0.00
5143	Picante Beef Ramen Soup - Bag	134	\$0.64	\$85.76	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	434	\$0.64	\$277.76	\$0.00
5145	Chicken Ramen Soup - Bag	392	\$0.64	\$250.88	\$0.00
5146	Shrimp Ramen Soup - Bag	359	\$0.64	\$229.76	\$0.00
5148	Funyuns LSS	9	\$1.06	\$9.54	\$0.00
5149	Cool Ranch Doritos LSS	83	\$1.06	\$87.98	\$0.00
5302	Malt-O-Meal Fruity Dyno-Bites 13oz	2	\$4.89	\$9.78	\$0.00
5304	Malt-O-Meal Frosted Flakes 15oz	1	\$4.89	\$4.89	\$0.00
5320	Instant Oatmeal Variety 10pk	4	\$4.44	\$17.76	\$0.00
6001	Hershey W/Almond	3	\$1.19	\$3.57	\$0.00
6002	Hershey Milk Chocolate	5	\$1.19	\$5.95	\$0.00
6003	Kit Kat	1	\$1.19	\$1.19	\$0.00
6005	Reese's Peanut Butter Cup	5	\$1.19	\$5.95	\$0.00
6007	Snickers Bar	4	\$1.19	\$4.76	\$0.00
6008	M&M Peanut	7	\$1.19	\$8.33	\$0.00
6011	Baby Ruth	4	\$1.19	\$4.76	\$0.00
6012	Butterfinger	1	\$1.19	\$1.19	\$0.00
6014	Skittles - Orig	14	\$1.19	\$16.66	\$0.00
6019	Atomic Fireballs 4oz Bag	17	\$1.56	\$26.52	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	29	\$1.50	\$43.50	\$0.00
6021	Starlight Mints - 4 oz	1	\$1.46	\$1.46	\$0.00



### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
6025	Tootsie Pop	3	\$0.35	\$1.05	\$0.00
6027	Twix Caramel	4	\$1.19	\$4.76	\$0.00
6031	Jawbreakers	1	\$1.11	\$1.11	\$0.00
6035	Mix Berry Fruit Snack	19	\$1.06	\$20.14	\$0.00
6036	Strawberry Fruit Snacks	7	\$1.06	\$7.42	\$0.00
		8349		\$7922.10	\$0.00

## Commissary 100-38-9001-9 Product Sales

Period 3/1/2016 12:00 AM to 3/28/2016 11:59 PM Accounts: Checking

Code	Product	Qty	Price	SubTTL	Tax
1001	Anti-Fungal Cream	1	\$3.15	\$3.15	\$0.00
2001	Deodrant Stick 1.6 oz	1	\$1.72	\$1.72	\$0.00
2002	Mennon Speed Stick 2oz Reg	6	\$3.65	\$21.90	\$0.00
2003	Suave A/P Solid	3	\$3.59	\$10.77	\$0.00
2010	V05 Shampoo 12.5 oz	1	\$2.45	\$2.45	\$0.00
2012	Dandruff Shampoo 13.5oz.	3	\$2.91	\$8.73	\$0.00
2013	2 oz. Shampoo & Body Bath	5	\$0.81	\$4.05	\$0.00
2020	Ivory Soap 3.1 oz	7	\$1.34	\$9.38	\$0.00
2021	Dial Gold Soap 3.5 oz	26	\$1.50	\$39.00	\$0.00
2022	Irish Spring 3.2oz	13	\$1.42	\$18.46	\$0.00
2023	Lever 2000 w/ Aloe	6	\$2.11	\$12.66	\$0.00
2029	Soap Dish	3	\$1.14	\$3.42	\$0.00
2030	Close-Up Toothpaste	1	\$3.31	\$3.31	\$0.00
2031	Colgate TP 4.6 oz	8	\$2.72	\$21.76	\$0.00
2035	Toothbrush Holder	3	\$1.14	\$3.42	\$0.00
2037	Medium TEK Toothbrush	3	\$1.14	\$3.42	\$0.00
2040	4 oz Hand and Body Lotion	2	\$1.14	\$2.28	\$0.00
2041	Cocoa Butter 20 oz Lotion	1	\$2.28	\$2.28	\$0.00
2058	Murray's Pomade 3oz	1	\$3.86	\$3.86	\$0.00
2060	Lusti's Pomade 4oz	2	\$2.28	\$4.56	\$0.00
2063	Palm Brush	2	\$1.81	\$3.62	\$0.00
2064	Black Comb 5 in	1	\$0.29	\$0.29	\$0.00
2067	4oz Medicated Skin Cream	1	\$3.09	\$3.09	\$0.00
2069	Baby Powder 4 oz	1	\$1.19	\$1.19	\$0.00
2070	Baby Oil 4 oz	1	\$1.14	\$1.14	\$0.00
2071	Petroleum Jelly 4 oz	4	\$1.72	\$6.88	\$0.00
3001	Greeting Card - Thinking Of You	5	\$1.42	\$7.10	\$0.00
3002	Greeting Card - Love You	8	\$1.42	\$11.36	\$0.00
3003	Greeting Card - Birthday Adult	7	\$1.42	\$9.94	\$0.00
3004	Greeting Card - Birthday Child	1	\$1.42	\$1.42	\$0.00
3005	Greeting Card - Seasonal/Holiday	3	\$1.42	\$4.26	\$0.00
3015	Playing Cards	4	\$1.82	\$7.28	\$0.00
3017	Plastic Coffee Mug 12oz	3	\$1.14	\$3.42	\$0.00
3018	Cereal Bowl w/ Lid 23oz	9	\$1.52	\$13.68	\$0.00
3022	Black Ink Pen	6	\$0.34	\$2.04	\$0.00
3024	Writing Pad Gummed 8.5x11	7	\$1.48	\$10.36	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
3025	Plain Envelope	57	\$0.12	\$6.84	\$0.00
3026	Stamped Envelope	71	\$0.64	\$45.44	\$0.00
3027	Manilla Envelope	1	\$0.22	\$0.22	\$0.00
3028	Stamp	87	\$0.49	\$42.63	\$0.00
3029	Book of 20 Stamps	1	\$9.80	\$9.80	\$0.00
3030	AA Batteries (4)	16	\$3.75	\$60.00	\$0.00
3031	AAA Batteries (4)	4	\$3.75	\$15.00	\$0.00
3041	Word Search Book	1	\$1.86	\$1.86	\$0.00
4001	Coke - 20 oz	36	\$1.52	\$54.72	\$0.00
4002	Coke Zero - 20 oz	2	\$1.52	\$3.04	\$0.00
4003	Sprite - 20 oz	11	\$1.52	\$16.72	\$0.00
4004	Mr. Pibb - 20 oz	27	\$1.52	\$41.04	\$0.00
4005	Mellow Yellow - 20 oz	42	\$1.52	\$63.84	\$0.00
4006	Fanta Orange - 20 oz	28	\$1.52	\$42.56	\$0.00
4007	Fanta Grape - 20 oz	21	\$1.52	\$31.92	\$0.00
4008	Fanta Strawberry - 20 oz	97	\$1.52	\$147.44	\$0.00
4019	Maxima Instant Coffee 3 oz.	103	\$3.88	\$399.64	\$0.00
4020	Colombian Coffee 3.3oz w/Zip-Loc	25	\$4.94	\$123.50	\$0.00
4021	Maxima Spray Dried Coffee - 2 oz	3	\$1.90	\$5.70	\$0.00
4025	SS Hot Cocoa 10ct BX	4	\$3.35	\$13.40	\$0.00
4026	Sweet Thing (10)	2	\$0.68	\$1.36	\$0.00
4027	Sugar (10)	13	\$0.68	\$8.84	\$0.00
4028	Coffee Creamer (10)	4	\$0.75	\$3.00	\$0.00
4030	Lemonade 6 oz Bag	13	\$1.72	\$22.36	\$0.00
4031	Tropical Punch 6 oz Bag	65	\$1.72	\$111.80	\$0.00
4032	Cherry 6 oz Bag	17	\$1.72	\$29.24	\$0.00
4033	Grape 6 oz Bag	17	\$1.72	\$29.24	\$0.00
4034	Orange 6 oz Bag	10	\$1.72	\$17.20	\$0.00
4037	Iced Tea 6 oz Bag	3	\$1.72	\$5.16	\$0.00
4100	Intant Non-Fat Dry Milk 4oz	1	\$2.89	\$2.89	\$0.00
5000	Choc Chip Creme Pies 8ct\bx	7	\$2.06	\$14.42	\$0.00
5001	Grand Iced Honey Bun	942	\$1.09	\$1026.78	\$0.00
5002	Glazed Honey Bun	412	\$0.95	\$391.40	\$0.00
5004	Oatmeal Cream Pie 8ct\Bx	4	\$2.06	\$8.24	\$0.00
5005	Buddy Bar 6/2pk Bx	6	\$3.06	\$18.36	\$0.00
5006	Swiss Roll 6/2pk Bx	3	\$3.06	\$9.18	\$0.00
5007	Pecan Spins 8ct	2	\$2.52	\$5.04	\$0.00
5008	Snack Crackers (bx)	3	\$4.58	\$13.74	\$0.00
5009	Cheese Cracker (bx)	2	\$2.97	\$5.94	\$0.00
5010	Moonpie - Banana	11	\$0.87	\$9.57	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5012	Moonpie - Vanilla	5	\$0.87	\$4.35	\$0.00
5013	Saltines 4pks/bx	3	\$3.66	\$10.98	\$0.00
5016	Fudge Brownie 2.75 oz	1	\$1.12	\$1.12	\$0.00
5020	Grilled Cheese Cracker	52	\$0.69	\$35.88	\$0.00
5021	Toastchee PB Cracker	5	\$0.69	\$3.45	\$0.00
5022	Cream Cheese & Chive Cracker	36	\$0.69	\$24.84	\$0.00
5023	Jalpeno Cheddar Cracker	1	\$0.69	\$0.69	\$0.00
5025	Salted Peanuts 3.5oz	1	\$1.26	\$1.26	\$0.00
5026	Honey Roasted Peanuts 3.5oz	43	\$1.26	\$54.18	\$0.00
5028	Sweet & Spicy Trail Mix	16	\$0.82	\$13.12	\$0.00
5029	Rice Krispie Treat	15	\$1.12	\$16.80	\$0.00
5030	Granola Bar - Oats & Honey	67	\$0.89	\$59.63	\$0.00
5031	Blazin Hot P'nuts 3.5oz	4	\$1.26	\$5.04	\$0.00
5032	Sharp Cheese Spread 8oz	1	\$3.15	\$3.15	\$0.00
5033	Crunch-n-Munch	5	\$2.64	\$13.20	\$0.00
5034	Jalapeno Cheese 8oz.	6	\$3.15	\$18.90	\$0.00
5036	Mix'n Yogurt 2oz	7	\$0.94	\$6.58	\$0.00
5039	Chocolate Creme Cookies 5oz	3	\$1.08	\$3.24	\$0.00
5041	Oreo Cookies	2	\$0.85	\$1.70	\$0.00
5042	Chocolate Chip Cookies	9	\$1.08	\$9.72	\$0.00
5043	Strawberry Cookies 5oz	9	\$1.08	\$9.72	\$0.00
5044	Peanut Butter Cookies 5oz	13	\$1.08	\$14.04	\$0.00
5045	Vanilla Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5046	Duplex Cookies 5oz	1	\$1.08	\$1.08	\$0.00
5047	Lemon Cookies 5oz	2	\$1.08	\$2.16	\$0.00
5048	Iced Oatmeal Cookie 5oz	18	\$1.08	\$19.44	\$0.00
5051	Grandma's Choc. Chip Cookies 2.5oz	15	\$0.86	\$12.90	\$0.00
5055	Strawberry Pop-Tart 2pk	5	\$1.17	\$5.85	\$0.00
5056	Blueberry Pop-Tart 2pk	2	\$1.17	\$2.34	\$0.00
5058	Refried Beans w/ Jalapenos 8oz.	16	\$2.37	\$37.92	\$0.00
5059	Instant Red Beans and Rice 4.4oz	23	\$2.12	\$48.76	\$0.00
5061	Pre-Cooked Rice Bag	7	\$1.80	\$12.60	\$0.00
5062	Flour Tortilla	19	\$1.88	\$35.72	\$0.00
5063	Chili w/ Beans Pouch	19	\$3.08	\$58.52	\$0.00
5065	Tuna in a Pouch 6oz	81	\$2.62	\$212.22	\$0.00
5066	Chicken Vienna Sausage (Bite Size) Pouch	2	\$1.50	\$3.00	\$0.00
5070	Beef-n-Cheese Stick	95	\$1.00	\$95.00	\$0.00
5071	TB Twin Salami 1oz	26	\$1.00	\$26.00	\$0.00
5073	Spicy Sausage	41	\$0.91	\$37.31	\$0.00
5075	Dill Pickle	42	\$1.42	\$59.64	\$0.00

### Commissary 100-38-9001-9 Product Sales

Code	Product	Qty	Price	SubTTL	Tax
5076	Hot Pickle	20	\$1.42	\$28.40	\$0.00
5077	Panola Hot Sauce	16	\$1.27	\$20.32	\$0.00
5078	Peanut Butter Squeeze Pouch	3	\$0.86	\$2.58	\$0.00
5079	Mayonnaise Squeeze Pouch	157	\$0.35	\$54.95	\$0.00
5081	Big Haus Original Beef Stick 5oz	17	\$2.82	\$47.94	\$0.00
5082	Big Haus Hot Jalp. Beef Stick 5oz	22	\$2.82	\$62.04	\$0.00
5083	Big Haus Mesquite Beef Stick 5oz	15	\$2.82	\$42.30	\$0.00
5084	Grape Jelly Squeeze Pouch	4	\$0.35	\$1.40	\$0.00
5087	Pouch Sardines in Oil 3.53oz	8	\$1.64	\$13.12	\$0.00
5088	Pouch Sardines in Hot Sauce 3.53oz	24	\$1.64	\$39.36	\$0.00
5090	Titio's Jalpeno Slices	76	\$0.65	\$49.40	\$0.00
5093	Cocoa Puffs Cereal Bar	176	\$0.42	\$73.92	\$0.00
5100	Hot Pork Skins 1 oz	66	\$0.68	\$44.88	\$0.00
5101	BBQ Pork Skins1 oz	58	\$0.68	\$39.44	\$0.00
5103	Lays Salt & Vinegar LSS	213	\$0.59	\$125.67	\$0.00
5104	Sour Cream & Onion Chip LSS	86	\$1.06	\$91.16	\$0.00
5108	Fritos BBQ Corn Chip LSS	69	\$1.06	\$73.14	\$0.00
5109	Hot Buffalo Wing Chip	342	\$0.59	\$201.78	\$0.00
5110	Jalapeno Chip	277	\$0.59	\$163.43	\$0.00
5111	Bacon Cheddar Fries	72	\$0.64	\$46.08	\$0.00
5112	Puffed Cheetos	318	\$0.65	\$206.70	\$0.00
5113	Kosher Dill Chips	98	\$0.59	\$57.82	\$0.00
5114	Lance White Cheddar Popcorn	66	\$0.59	\$38.94	\$0.00
5115	Cheez-It 1.5oz	24	\$0.70	\$16.80	\$0.00
5116	Snyders Jalap. Pret. Pieces	31	\$0.95	\$29.45	\$0.00
5117	Snyders Hot Buffalo Pieces	42	\$0.95	\$39.90	\$0.00
5122	Zapp's Voodoo Chip 1.5oz	263	\$0.85	\$223.55	\$0.00
5123	Buffalo Wing Bleu Cheese LSS	267	\$0.75	\$200.25	\$0.00
5125	Lays BBQ LSS	51	\$1.06	\$54.06	\$0.00
5126	Snyders Honey Mustard Onion Pret. Piece	25	\$0.95	\$23.75	\$0.00
5127	Cheetos Jalp. Cheddar LSS	299	\$1.06	\$316.94	\$0.00
5128	Ruffles Cheddar S-Cream LSS	65	\$1.06	\$68.90	\$0.00
5131	Cup Soup - California Vegetable	2	\$0.91	\$1.82	\$0.00
5134	Cup Soup - Hot & Spicy Chicken	23	\$0.91	\$20.93	\$0.00
5140	Chili Ramen Soup - Bag	758	\$0.64	\$485.12	\$0.00
5141	Beef Ramen Soup - Bag	91	\$0.64	\$58.24	\$0.00
5142	Cajun Chicken Ramen Soup - Bag	713	\$0.64	\$456.32	\$0.00
5143	Picante Beef Ramen Soup - Bag	154	\$0.64	\$98.56	\$0.00
5144	Hot-n-Spicy Veg. Ramen Soup - Bag	408	\$0.64	\$261.12	\$0.00
5145	Chicken Ramen Soup - Bag	423	\$0.64	\$270.72	\$0.00

**Commissary 100-38-9001-9 Product Sales**

Code	Product	Qty	Price	SubTTL	Tax
5146	Shrimp Ramen Soup - Bag	364	\$0.64	\$232.96	\$0.00
5148	Funyuns LSS	14	\$1.06	\$14.84	\$0.00
5149	Cool Ranch Doritos LSS	75	\$1.06	\$79.50	\$0.00
5302	Malt-O-Meal Fruity Dyno-Bites 13oz	2	\$4.89	\$9.78	\$0.00
5303	Malt-O-Meal Tootie Fruities 12.5oz	1	\$4.97	\$4.97	\$0.00
5320	Instant Oatmeal Variety 10pk	8	\$4.44	\$35.52	\$0.00
5330	Butter Instant Grits Bx (12pk)	1	\$4.79	\$4.79	\$0.00
6001	Hershey W/Almond	2	\$1.19	\$2.38	\$0.00
6002	Hershey Milk Chocolate	4	\$1.19	\$4.76	\$0.00
6003	Kit Kat	2	\$1.19	\$2.38	\$0.00
6005	Reese's Peanut Butter Cup	8	\$1.19	\$9.52	\$0.00
6007	Snickers Bar	10	\$1.19	\$11.90	\$0.00
6008	M&M Peanut	10	\$1.19	\$11.90	\$0.00
6011	Baby Ruth	2	\$1.19	\$2.38	\$0.00
6012	Butterfinger	3	\$1.19	\$3.57	\$0.00
6014	Skittles - Orig	6	\$1.19	\$7.14	\$0.00
6019	Atomic Fireballs 4oz Bag	16	\$1.56	\$24.96	\$0.00
6020	Jolly Rancher - Asst. 4 oz Bag	14	\$1.50	\$21.00	\$0.00
6021	Starlight Mints - 4 oz	2	\$1.46	\$2.92	\$0.00
6024	Chick-O-Stick 3oz Bag	3	\$1.30	\$3.90	\$0.00
6025	Tootsie Pop	20	\$0.35	\$7.00	\$0.00
6027	Twix Caramel	1	\$1.19	\$1.19	\$0.00
6031	Jawbreakers	1	\$1.11	\$1.11	\$0.00
6035	Mix Berry Fruit Snack	19	\$1.06	\$20.14	\$0.00
6036	Strawberry Fruit Snacks	6	\$1.06	\$6.36	\$0.00
7039	Thermal Top - XL	1	\$7.30	\$7.30	\$0.00
7041	Thermal Top - 3XL	2	\$8.57	\$17.14	\$0.00
		9492		\$8813.44	\$0.00

**PRE-BID SITE VISIT AND MEETING SIGN IN SHEET**

Item IX. 5.

<p><b>PROJECT :</b> RFP 16-16-002 – Inmate Commissary Services for Effingham County Prison</p>	<p><b>MEETING DATE :</b> Thursday March 17<sup>th</sup>, 2016 at 10.00am (local time)</p>
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Name – PLEASE PRINT	Arrival Time	Company – Name and Address	Phone	Email – PLEASE PRINT
Toss Allen <i>X</i>		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-2111	<u>tallen@effinghamcounty.org</u> <i>X</i>
Joanna Floyd-Wright		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-8011	<u>JFloyd-Wright@effinghamcounty.org</u>
Fiona Charleton		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-2159	<u>fcharleton@effinghamcounty.org</u> <i>*</i>
Chris Reed		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-8107	<u>creed@effinghamcounty.org</u>
Billy Tompkins		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-2108	<u>BTompkins@effinghamcounty.org</u> <i>*</i> <i>WARDEN</i>
Roy Edgerton		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-2108	<u>Redgerton@effinghamcounty.org</u>
Myra Kirkland		Effingham County Board of Commissioners, 601 N Laurel Street, Springfield, GA 31329	912-754-2108	<u>MKirkland@effinghamcounty.org</u>
<i>Michael Kersy</i>		<i>Stewart Dist. PO Box 1888 Waycross Ga, 31502</i>	<i>912-283-1970</i>	<i>Mik K@stewartcandy.com</i>
<i>Will Jeffords</i>		<i>" " "</i>	<i>"</i>	<i>willj@stewartcandy.com</i>
<i>Jerry McDaniel</i>		<i><del>Jerry</del> McDaniel Supply 1275 East Cherry Street Jesup, GA 31546</i>	<i>912-427-9022</i>	<i>jerrymac@mcDanielSupplyco.net</i>

**PROJECT :**  
**RFP 16-16-002 – Inmate Commissary Services for Effingham County Prison**

**MEETING DATE :**  
**Thursday March 17<sup>th</sup>, 2016 at 10.00am (local time)**

Item IX. 5.

Name – PLEASE PRINT	Arrival Time	Company – Name and Address	Phone	Email – PLEASE PRINT
Chris Davis	0945	Trinity Services Group	770 324 0941	Chris.davis@trinityservicesgroup.com
Ivan Williams	9:45	Trinity Services 477 Riverchase Blvd 625 mas, TX 32218	023- 275-7225	
Andy Lane	9:45	Keefe 1371 Tradeport Dr., Jax, FL 32218	904-741- 6776	alane@keefegroup.com
Chris Markham	9:45	Keefe 1371 Tradeport Dr. Jax, FL. 32218	904-741-6776	Cmarkham@keefegroup.com
Jerame Anderson	945	"	"	janderson@keefegroup.com
Ivan Williams	9:15	ARAMARK	404 456 2826	williams-ivan@aramark.com



RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

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All other terms and conditions in RFP 16-16-002 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**END OF ADDENDUM NO. 1**

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have entered into this Agreement effective as of the Effective Date hereof.

**PRINCIPAL: EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

Wendall A. Kessler  
Signature

By: Wendall A. Kessler  
Printed Name

Its: Chairman  
Title

Notary Public:

Stephanie Johnson  
Signed this 17<sup>th</sup> day of May, 2016  
{Notary Seal}  
MSC MCDANIEL SUPPLY COMPANY, INC.

Jerry D. McDaniel  
Signature

By: Jerry D. McDaniel  
Printed Name

Its: President/CEO  
Title

Notary Public:

[Signature]  
Signed this 20<sup>th</sup> day of May, 2015



IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this instrument to be signed and sealed to me, the Notary Public for the County of DeKalb, Georgia, on this 15th day of May, 2018.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
Wendell A. Kessler

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
[Signature]

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President

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**EXHIBIT B**

MSC Price List will appear here



## EXHIBIT B

## Effingham County Prison Price Quote

Item IX. 5.

ID	Description	Size	Inmate Price	Inmate Price With Sales Tax
<b>MEDICAL</b>				
6080	ANTIFUNGAL CREAM	1oz	\$ 2.57	\$ 2.75
6060	HYDROCORTISONE CREAM	9GM	\$ 0.27	\$ 0.29
6100	ORAL GEL PAIN RELIEF	1oz	\$ 3.69	\$ 3.95
6101	MUSCLE RUB	1.25oz	\$ 2.06	\$ 2.20
5400	CHAP-ET	.16oz	\$ 1.16	\$ 1.24
6030	IBUPROFEN	2pk	\$ 0.37	\$ 0.40
6012	COUGH DROPS	9ct	\$ 1.31	\$ 1.40
6225	HEMORRHOIDAL CREAM MAX STRENGTH	1.8oz	\$ 3.88	\$ 4.15
6011	ANTACID TABLETS	2pk	\$ 0.27	\$ 0.29
<b>PERSONAL HYGIENE</b>				
5159	DEODORANT STICK	1.6oz	\$ 0.94	\$ 1.00
5175	MENNEN FRESH SCNT	1.8oz	\$ 2.89	\$ 3.09
5166	DEGREE DEODORANT	1.7oz	\$ 3.13	\$ 3.35
13008	ROLL-ON DEODORANT	1.5oz	\$ 0.65	\$ 0.69
5160	GENERIC MEN'S STICK DEODORANT	2.25oz	\$ 1.96	\$ 2.09
5165	GENENIC LADIES STICK DEODORANT	2.25oz	\$ 1.96	\$ 2.09
5210	SUAVE SHAMPOO	15oz	\$ 2.24	\$ 2.40
5220	SUAVE 2-N-1 SHAMPOO/CONDITIONER	12.6oz	\$ 3.13	\$ 3.35
5180	DANDRUFF SHAMPOO - CLEAR	16oz	\$ 2.57	\$ 2.75
13084	SHAMPOO & BODY BATH	2oz	\$ 0.51	\$ 0.55
5228	HAIR CONDITIONER CLEAR	16oz	\$ 2.57	\$ 2.75
5020	IVORY SOAP	4oz	\$ 1.02	\$ 1.09
5030	DIAL SOAP	4oz	\$ 1.17	\$ 1.26
5005	IRISH SPRING	4oz	\$ 1.17	\$ 1.26
5010	LEVER 2000	4oz	\$ 1.31	\$ 1.40
5952	DEODORANT SOAP	1.5oz	\$ 0.32	\$ 0.35
5335	SOAP DISH		\$ 0.51	\$ 0.55
5270	CLOSE-UP TOOTHPASTE 4OZ	4oz	\$ 2.24	\$ 2.40
13007	COLGATE TOOTHPASTE	4.6oz	\$ 2.19	\$ 2.35
5238	CLEAR GEL TOOTHPASTE	1.5oz	\$ 0.56	\$ 0.60
5260	TOOTHBRUSH HOLDER		\$ 0.51	\$ 0.55
5250	MED. TOOTHBRUSH		\$ 0.75	\$ 0.80
5616	HAND & BODY LOTION 4OZ	4oz	\$ 1.02	\$ 1.09
5200	COCOA BUTTER LOTION	20oz	\$ 2.33	\$ 2.49
5125	CLEAR ALOE SKIN CARE LOTION	16oz	\$ 2.57	\$ 2.75
5326	MURRAY'S POMADE	3oz	\$ 3.69	\$ 3.95
5112	MAGIC SHAVE CREAM	6oz	\$ 4.68	\$ 5.00
5320	POMADE	4oz	\$ 2.09	\$ 2.24
5185	HAIR STYLING GEL	16oz	\$ 2.38	\$ 2.55



Effingham County Prison Price Quote

Item IX. 5.

ID	Description	Size	Inmate Price	Inmate Price With Sales Tax
5330	PALM BRUSH W/OUT HANDLE		\$ 1.31	\$ 1.40
5355	BLACK COMB - 5"		\$ 0.19	\$ 0.20
5108	BRUSHLESS SHAVE CREAM	3oz	\$ 1.63	\$ 1.75
5060	COTTON SWAB	100ct	\$ 1.87	\$ 2.00
5140	BABY POWDER	4oz	\$ 1.09	\$ 1.16
5135	BABY OIL	4oz	\$ 1.09	\$ 1.16
5145	PETROLEUM JELLY	4oz	\$ 1.31	\$ 1.40
<b>MISCELLANEOUS</b>				
4540	LOVE CARD		\$ 0.94	\$ 1.00
4542	BIRTHDAY CARD		\$ 0.94	\$ 1.00
4544	FRIENDSHIP CARD		\$ 0.94	\$ 1.00
4546	JUV BIRTHDAY CARD		\$ 0.94	\$ 1.00
4548	ANNIVERSARY CARD		\$ 0.94	\$ 1.00
4550	HOLIDAY CARD		\$ 0.94	\$ 1.00
4050	PLAYING CARDS (POKER)		\$ 1.82	\$ 1.95
4087	BOWL W/OUT LID	24oz	\$ 1.07	\$ 1.15
4082	DRINKING CUP W/LID	20oz	\$ 0.70	\$ 0.75
4085	BLACK PEN		\$ 0.32	\$ 0.35
4055	BLACK FLEX PEN		\$ 0.32	\$ 0.35
4060	LEGAL PAD LARGE	8.5x11	\$ 1.21	\$ 1.29
4001	#10 LETTER ENVELOPE		\$ 0.10	\$ 0.11
4075	STAMPED ENVELOPES		\$ 0.64	\$ 0.64
4010	MANILLA ENVELOPE	9x12	\$ 0.24	\$ 0.25
4071	SINGLE STAMP		\$ 0.49	\$ 0.49
4072	BOOK OF 10 STAMPS		\$ 4.90	\$ 4.90
4255	"AA" BATTERIES - 2PK	2pk	\$ 1.39	\$ 1.49
4325	"AAA" BATTERIES - 2PK	2pk	\$ 1.39	\$ 1.49
4350	CROSSWORD PUZZLE		\$ 1.87	\$ 2.00
4370	PINOCHLE CARDS		\$ 1.87	\$ 2.00
4358	UNO CARDS		\$ 12.38	\$ 13.25
26010	SUDOKU PUZZLE		\$ 1.87	\$ 2.00
4362	WORD SEARCH PUZZLE		\$ 1.87	\$ 2.00
<b>DRINKS</b>				
3125	COKE	20oz	\$ 1.39	\$ 1.49
3115	SPRITE	20oz	\$ 1.39	\$ 1.49
3105	DR PEPPER	20oz	\$ 1.39	\$ 1.49
3110	MELLO YELLO	20oz	\$ 1.39	\$ 1.49
3100	FANTA ORANGE	20oz	\$ 1.39	\$ 1.49
3120	DIET COKE	20oz	\$ 1.39	\$ 1.49



Effingham County Prison Price Quote

Item IX. 5.

ID	Description	Size	Inmate Price	Inmate Price With Sales Tax
3216	STRAWBERRY SODA	20oz	\$ 0.83	\$ 0.89
3219	GRAPE SODA	20oz	\$ 0.83	\$ 0.89
3214	PEACH SODA	20oz	\$ 0.83	\$ 0.89
3015	100% COLUMBIAN COFFEE	3oz	\$ 3.74	\$ 4.00
3005	MAXWELL HOUSE COFFEE (single serve)	5pk	\$ 1.31	\$ 1.40
3020	SWISS MISS HOT CHOCOLATE	Single Serve	\$ 0.37	\$ 0.40
3007	SUGAR SUB. 10/PK	10/PK	\$ 0.32	\$ 0.35
3006	CREAMER PACKET 10/PK	10/PK	\$ 0.43	\$ 0.45
3011	SUGAR PACKETS	20/PK	\$ 0.56	\$ 0.60
3040	FRUIT PUNCH MIX - 6OZ	6oz	\$ 1.45	\$ 1.55
3070	ORANGE DRINK MIX - 6oz	6oz	\$ 1.45	\$ 1.55
3045	LEMONADE MIX - 6oz	6oz	\$ 1.45	\$ 1.55
3072	GRAPE MIX - 6oz	6oz	\$ 1.45	\$ 1.55
3065	ICED TEA MIX - 6oz	6oz	\$ 1.45	\$ 1.55
3140	BOTTLED WATER	20oz	\$ 0.83	\$ 0.89
3200	S.F. FRUIT PUNCH DRK MX - SF	SINGLE SERVE	\$ 0.24	\$ 0.25
3203	S.F. GRAPE DRINK MIX - SF	SINGLE SERVE	\$ 0.24	\$ 0.25
3205	S.F. LEMONADE DRK MX - SF	SINGLE SERVE	\$ 0.24	\$ 0.25
3210	S.F. ORANGE DRINK MIX - SF	SINGLE SERVE	\$ 0.24	\$ 0.25
3204	S.F. ICED TEA DRINK MIX - SF	SINGLE SERVE	\$ 0.24	\$ 0.25
<b>FOOD &amp; SNACKS</b>				
2005	HONEY BUN GLAZED - K	5oz	\$ 1.02	\$ 1.09
2010	HONEY BUN ICED - K	6oz	\$ 1.07	\$ 1.15
2210	OATMEAL CRM PIE - K	2.5oz	\$ 0.78	\$ 0.84
2200	NUTTY BAR - K	3oz	\$ 0.83	\$ 0.89
2112	PECAN SPINS 8CT	8ct	\$ 2.57	\$ 2.75
2315	SNACK CRACKERS	13.7oz	\$ 2.62	\$ 2.80
2310	CHOCOLATE MOON PIE	2.75oz	\$ 0.82	\$ 0.87
2320	BANANA MOON PIE	2.75oz	\$ 0.82	\$ 0.87
2295	SALTINES (BOX)	16oz	\$ 2.52	\$ 2.69
2105	CHOCOLATE CUPCAKES - K	3oz	\$ 1.07	\$ 1.15
2110	BANANA PUDDING CUPCAKES	4oz	\$ 1.07	\$ 1.15
2285	GRILL CHEESE CRACKER - K	1.38oz	\$ 0.51	\$ 0.55
2275	TOASTCHEE - K	1.5oz	\$ 0.51	\$ 0.55
2278	JALAPENO CHEDDAR CRACKER - K	1.5oz	\$ 0.51	\$ 0.55
2280	CHEESE ON WHEAT CRACKERS - K	1.375oz	\$ 0.51	\$ 0.55
22109	SALTED PEANUTS	3.5oz	\$ 1.16	\$ 1.24
22115	HONEY ROASTED PEANUTS	3.5oz	\$ 1.16	\$ 1.24
22116	HOT & SPICY PEANUTS	3.5oz	\$ 1.16	\$ 1.24
22110	SWEET N SPICY MIX	1.75oz	\$ 0.77	\$ 0.82

Effingham County Prison Price Quote

Item IX. 5.

ID	Description	Size	Inmate Price	Inmate Price With Sales Tax
2305	RICE KRISPIES TREAT	1.3oz	\$ 1.02	\$ 1.09
2250	GRANOLA BAR - K	1.5oz	\$ 0.83	\$ 0.89
2003	JALAPENO SQUEEZE CHEESE	1oz	\$ 0.75	\$ 0.80
2306	CRUNCH & MUNCH	3.5oz	\$ 2.06	\$ 2.20
2075	TRAIL MIX NUT N YOGURT	2.25oz	\$ 0.83	\$ 0.89
2256	CHOCOLATE CRÈME COOKIES	5oz	\$ 0.83	\$ 0.89
2301	OREO COOKIES - K	1.8oz	\$ 0.94	\$ 1.00
2330	CHOCOLATE CHIP COOKIE - K	2oz	\$ 1.00	\$ 1.07
2265	STRAWBERRY CRÈME COOKIES	5oz	\$ 0.83	\$ 0.89
2255	PEANUT BUTTER COOKIES	5oz	\$ 0.83	\$ 0.89
2257	VANILLA CRÈME COOKIES	5oz	\$ 0.83	\$ 0.89
2260	DUPLEX CRÈME COOKIES	5oz	\$ 0.83	\$ 0.89
2258	LEMON CRÈME COOKIES	5oz	\$ 0.83	\$ 0.89
2798	ICED OATMEAL COOKIES	5oz	\$ 0.94	\$ 1.00
2297	S. F. WAFERS - VANILLA - K	2.12oz	\$ 0.94	\$ 1.00
2298	S. F. WAFER - CHOCOLATE - K	2.2oz	\$ 0.94	\$ 1.00
2299	S. F. WAFER - STRAWBERRY - K	2.2oz	\$ 0.94	\$ 1.00
2240	POP-TARTS - STRAWBERRY	3.65oz	\$ 1.02	\$ 1.09
1602	SUGAR POWERED DONUTS 6PK	6pk	\$ 1.07	\$ 1.15
2575	REFRIED BEANS	8oz	\$ 2.06	\$ 2.20
2570	RED BEANS AND RICE	4.4oz	\$ 1.87	\$ 2.00
2576	WHITE RICE	8oz	\$ 1.63	\$ 1.75
2580	FLOUR TORTILLA 6PK	6pk	\$ 1.21	\$ 1.29
2571	HOT CHILI w/BEANS	7.5oz	\$ 2.57	\$ 2.75
2574	BEEF STEW	7.5oz	\$ 2.57	\$ 2.75
2045	TUNA POUCH 2.5OZ	2.5oz	\$ 1.96	\$ 2.09
2550	CHICKEN VIENNA SAUSAGE	10oz	\$ 2.38	\$ 2.55
2552	SPAM (POUCH) - P	3oz	\$ 2.24	\$ 2.40
2700	SWEET & SALTY NUT MIX - 2OZ	2oz	\$ 0.94	\$ 1.00
2025	BEEF & CHEESE STICK	1oz	\$ 0.97	\$ 1.04
2030	HICKORY TWIN BEEF STICK	1oz	\$ 0.97	\$ 1.04
2040	HOT SAUSAGE - P	1.7oz	\$ 1.12	\$ 1.20
2015	DILL PICKLE - K		\$ 1.07	\$ 1.15
2020	HOT PICKLE - K		\$ 1.07	\$ 1.15
2400	HOT SAUCE BOTTLE - 6OZ	6oz	\$ 1.07	\$ 1.15
2055	PEANUT BUTTER PACKET - K	1.12oz	\$ 0.70	\$ 0.75
2058	GRAPE JELLY PKT	1oz	\$ 0.32	\$ 0.35
2046	MAYONNAISE PACKET		\$ 0.14	\$ 0.15
2035	BEEF SUMMER SAUSAGE	2.75oz	\$ 2.38	\$ 2.55
2041	HOT SUMMER SAUSAGE	5oz	\$ 2.99	\$ 3.20
2556	MACKEREL FILLET - 3.53OZ	3.53oz	\$ 1.63	\$ 1.75



Effingham County Prison Price Quote

Item IX. 5.

<b>ID</b>	<b>Description</b>	<b>Size</b>	<b>Inmate Price</b>	<b>Inmate Price With Sales Tax</b>
2610	SARDINES N HOT SAUCE - 3.53OZ	3.53oz	\$ 1.26	\$ 1.35
2374	HOT PORK SKINS - P	1oz	\$ 0.65	\$ 0.69
2375	BBQ PORK SKINS - P	1oz	\$ 0.65	\$ 0.69
2333	SALT & VINEGAR - K	1oz	\$ 0.60	\$ 0.64
2365	SC & CHEDDAR CHIPS - K	1oz	\$ 0.60	\$ 0.64
2345	PLAIN CHIPS - K	1.5oz	\$ 0.78	\$ 0.84
2355	NACHO CHEESE CHIPS - K	1.5oz	\$ 1.02	\$ 1.09
2360	BBQ CORN CHIPS - K	2oz	\$ 0.78	\$ 0.84
2366	BUFFALO CHIPS - K	1.5oz	\$ 0.78	\$ 0.84
2339	JALAPENO CHEESE PUFFS - K	1oz	\$ 0.60	\$ 0.64
2340	BBQ CHIPS - K	1.5oz	\$ 0.78	\$ 0.84
2385	WHITE CHED. POPCORN	.75oz	\$ 0.56	\$ 0.60
2380	CHEEZ-ITS - K	1.5oz	\$ 0.75	\$ 0.80
2012	JALAPENO PRETZEL PIECES - K	2.25oz	\$ 0.83	\$ 0.89
2373	VOO DOO CHIPS - K	1.5oz	\$ 0.78	\$ 0.84
22107	CREAMY DILL CHIP - K	1.5oz	\$ 0.78	\$ 0.84
2300	CHEETOS - K	2oz	\$ 1.02	\$ 1.09
2391	CHEESE CURLS - 10OZ	10oz	\$ 2.01	\$ 2.15
2394	SPICY HOT CHIPS 5.5OZ - K	5.5oz	\$ 1.77	\$ 1.89
2397	5.5OZ BBQ CHIP - K	5.5oz	\$ 1.77	\$ 1.89
2398	SALSA VERDE TORTILLA CHIP - K	6oz	\$ 1.77	\$ 1.89
2399	SOUR CREAM & ONION 5.5OZ - K	5.5oz	\$ 1.77	\$ 1.89
2500	CHICKEN CUP-A-SOUP	2.25oz	\$ 1.02	\$ 1.09
2505	SHRIMP CUP-A-SOUP	2.25oz	\$ 1.02	\$ 1.09
2510	BEEF CUP-A-SOUP	2.25oz	\$ 1.02	\$ 1.09
2520	CHILI SOUP	3oz	\$ 0.56	\$ 0.60
2525	BEEF SOUP	3oz	\$ 0.56	\$ 0.60
2527	LIME CHILI SHRIMP SOUP	3oz	\$ 0.56	\$ 0.60
2530	CHICKEN SOUP	3oz	\$ 0.56	\$ 0.60
2540	PICANTE CHICKEN SOUP	3oz	\$ 0.56	\$ 0.60
2545	ORIENTAL SOUP	3oz	\$ 0.56	\$ 0.60
2054	SWEET BABY RAY'S BBQ SAUCE	1.25oz	\$ 0.51	\$ 0.55
2056	CLASSIC GOURMET RANCH DRESSING POUCH	1.5oz	\$ 0.70	\$ 0.75
2070	CHEX MIX	1.75oz	\$ 0.75	\$ 0.80
2098	STRAWBERRY CHEESE CLAW - K	4oz	\$ 1.12	\$ 1.20
2100	CINNAMON ROLL - K	4oz	\$ 1.07	\$ 1.15
2110	APPLE FRIED PIE	4.5oz	\$ 1.07	\$ 1.15
2139	INSTANT OATMEAL VARIETY	10pk	\$ 4.01	\$ 4.29
2137	INSTANT GRITS 12PK	12pk	\$ 4.01	\$ 4.29
2230	APPLE NUTRI-GRAIN BAR	1.3oz	\$ 0.88	\$ 0.95
2779	COMBOS PIZZERIA	1.8oz	\$ 0.94	\$ 1.00

Effingham County Prison Price Quote

Item IX. 5.

ID	Description	Size	Inmate Price	Inmate Price With Sales Tax
<b>CANDY</b>				
1100	HERSHEY W/ALMONDS - K	1.85oz	\$ 1.12	\$ 1.20
1000	SNICKERS - K	1.86oz	\$ 1.12	\$ 1.20
1020	M&M PEANUT - K	1.74oz	\$ 1.12	\$ 1.20
1030	BABY RUTH - K	2.1oz	\$ 1.12	\$ 1.20
1040	MILKY WAY - K	2.05oz	\$ 1.12	\$ 1.20
1060	KIT KAT	1.5oz	\$ 1.12	\$ 1.20
1070	BUTTERFINGER - K	2.01oz	\$ 1.12	\$ 1.20
1080	M&M PLAIN - K	1.69oz	\$ 1.12	\$ 1.20
1230	SNICKER W/ALMONDS	1.76oz	\$ 1.12	\$ 1.20
1090	THREE MUSKETEER - K	2.13oz	\$ 1.12	\$ 1.20
1010	REESE CUPS - K	1.69oz	\$ 1.12	\$ 1.20
1110	JOLLY RANCHERS	4oz	\$ 1.26	\$ 1.35
1120	CHICK-O-STICK - K	.7oz	\$ 0.32	\$ 0.35
1130	ATOMIC FIREBALLS	4oz	\$ 1.21	\$ 1.29
1140	TWIX - K		\$ 1.12	\$ 1.20
1160	SKITTLES	2.17oz	\$ 1.17	\$ 1.26
1170	STARLIGHT MINTS	4.5oz	\$ 1.12	\$ 1.20
1180	BUTTERSCOTCH - K	4.5oz	\$ 1.12	\$ 1.20
1190	SOUR FRUIT BALLS	4.5oz	\$ 1.12	\$ 1.20
1145	NESTLE CRUNCH BAR	1.55oz	\$ 1.12	\$ 1.20
1210	MIXED BERRY FRUIT SNACK	2.25oz	\$ 0.88	\$ 0.95
<b>CLOTHING</b>				
9260	SHOWER SHOES - MEDIUM	MED	\$ 1.50	\$ 1.60
9265	SHOWER SHOES - LARGE	L	\$ 1.50	\$ 1.60
9267	SHOWER SHOES - XL	XL	\$ 1.50	\$ 1.60
9075	BOXERS - SMALL	SM	\$ 2.99	\$ 3.20
9080	BOXERS - MEDIUM	MED	\$ 2.99	\$ 3.20
9085	BOXERS - LARGE	L	\$ 2.99	\$ 3.20
9090	BOXERS - XL	XL	\$ 2.99	\$ 3.20
9095	BOXERS - 2XL	2XL	\$ 3.64	\$ 3.89
9100	BOXERS - 3XL	3XL	\$ 3.64	\$ 3.89
9105	THERMAL TOPS - SMALL	SM	\$ 6.45	\$ 6.90
9110	THERMAL TOPS - MEDIUM	MED	\$ 6.45	\$ 6.90
9115	THERMAL TOPS - LARGE	L	\$ 6.45	\$ 6.90
9120	THERMAL TOPS - XL	XL	\$ 6.45	\$ 6.90
9125	THERMAL TOPS - 2XL	2XL	\$ 6.63	\$ 7.10
9130	THERMAL TOPS - 3XL	3XL	\$ 6.82	\$ 7.30
9135	THERMAL BOTTOMS - SMALL	SM	\$ 6.45	\$ 6.90

Effingham County Prison Price Quote

Item IX. 5.

<b>ID</b>	<b>Description</b>	<b>Size</b>	<b>Inmate Price</b>	<b>Inmate Price With Sales Tax</b>
9140	THERMAL BOTTOMS - MEDIUM	MED	\$ 6.45	\$ 6.90
9145	THERMAL BOTTOMS - LARGE	L	\$ 6.45	\$ 6.90
9150	THERMAL BOTTOMS - XL	XL	\$ 6.45	\$ 6.90
9155	THERMAL BOTTOMS - 2XL	2XL	\$ 6.63	\$ 7.10
9160	THERMAL BOTTOMS - 3XL	3XL	\$ 6.82	\$ 7.30
9000	TUBE SOCKS		\$ 1.26	\$ 1.35
4190	WASHCLOTH		\$ 1.34	\$ 1.44
4192	BATH TOWEL		\$ 7.01	\$ 7.50

**Staff Report**

**Subject:** Approval of Effingham County Probation Department Grievance Policy

**Author:** Bonnie Saxon, Chief Probation Officer

**Department:** Probation

**Meeting Date:** May 2, 2023

**Item Description:** Request to approve Effingham County Probation Department Grievance Policy.

**Summary Recommendation**

Staff recommends approving the Effingham County Probation Department Grievance Policy.

**Background**

In February, the DCS Commissioner asked how misdemeanor providers handle complaints/grievances. Effingham County Probation Department does not have an existing policy.

**Alternatives**

1. Recommend approval of Effingham County Probation Department Grievance Policy.
2. Disapprove and provide staff with guidance on how to proceed.

**Other Alternatives:** None

**Department Review:** County Manager, Probation and Human Resources.

**Funding Source:** No impact.

**Attachment:** Effingham County Probation Grievance Policy  
Effingham County Probation Policy Background Info

Effingham County Probation  
Department Standard Operating  
Procedures

Functional Area: Effingham County Probation	
Subject: Grievances	

**Policy**

The Effingham County Probation Department staff makes every effort to conduct themselves professionally and ethically and supervise the cases to which the Courts assign them. The department's grievance policy is hereby enacted to give probationers and the public an avenue to submit a grievance. The policy will be posted on the office's website and in the lobby. The number and nature of the grievance and the time it takes to resolve it shall be tracked by the Chief Probation Officer.

The grievance process is designed to address each complaint factually and fairly. Probationers and citizens who file grievances are treated respectfully, and the accusations against employees are taken seriously. All grievances are investigated thoroughly, and all findings are based on the facts gathered during the investigation.

If it is determined that a complainant has knowingly made a false accusation against an employee, the employee has the right to pursue civil litigation against the accuser.

Situations that constitute a grievance:

- Rude/Unprofessional behavior from Effingham County Probation Department employee.
- Inability to contact probation officer.
- Questioning of a case management decision.
- Overpayment of fines/fees.
- Other complaints that one feels need to be addressed.

How to submit a grievance:

- Grievances should be directed to the Chief Probation Officer of Effingham County Probation via email, [bsaxon@effinghamcounty.org](mailto:bsaxon@effinghamcounty.org), or in writing.
- The following information should be included in the grievance:
  - The name and contact information (phone number/email) of the person making the grievance.
  - The name of the person on probation (if different from the person making the grievance).
  - A description of the complaint
  - Name of the probation officer assigned to the case.
  - Name of the employee to which the grievance is directed.

How grievances will be addressed:

- All grievances will be immediately submitted to the Chief Probation Officer, who will respond to the grievance within seven business days.

- If the complainant is unsatisfied with the Chief Probation Officer's decision, they will be directed to the Department of Community Supervision misdemeanor probation oversight unit (MPOU).
- MPOU may be contacted at [mpouassistance.request@dcs.ga.gov](mailto:mpouassistance.request@dcs.ga.gov).
- When requesting assistance from MPOU, please include the following
  - Name of the agency
  - Name of the probation officer
  - Name of the person on probation
  - Description of the situation and the efforts already made to resolve the matter.



During a recent conversation DCS Commissioner Michael Nail was asked how DCS manages complaints/grievances and there was a follow up question asking the same about misdemeanor providers. 105-2-.24 (pasted below for your reference) places MPOU in the position of "investigating" complaints and a "Citizen Complaint Form" is available on the MPOU website. However, there is uncertainty when we are asked how individuals under your supervision are made aware of MPOU.

**105-2-.24 Filing of Complaints.** All probation entities and individuals affiliated with misdemeanor probation supervision are expected to conduct themselves in a professional manner and adhere to all applicable statutes and regulations. Citizens may file a complaint with MPOU. All complaints will be investigated and remain confidential until the investigation is completed.

(a) MPOU shall open an investigation and notify the probation entity and/or the individual of the investigation in writing. A copy of the complaint or summary of the complaint shall be sent to the probation entity and/or individual. Identifying information of complainants may be redacted.

(b) The MPOU shall develop procedures and forms, as needed, for the acceptance of complaints from members of the public regarding conduct of entities or individuals subject to these rules.

## Staff Report

**Subject:** Approval and publication of job description for a new position in Probation.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** May 2, 2023

**Item Description:** Approval and publication of job description for a new position in Probation.

**Summary Recommendation:**

Staff is requesting authorization to approve and publish this job description for a new position in Probation.

### Executive Summary/Background

*Deputy Chief Probation Officer* – This classification aims to perform the duties of a probation officer, supervise fellow probation officers and act as the Chief Probation Officer (CPO) when the CPO is out of the office or in court.

This will be a promotion for the current Office Manager, who has been with the County since 1995 and Probation Office since 2000.

### Alternatives for Commission to Consider

1. Approve the job description and authorize publication and distribution.
2. Disapprove the job description and guide staff.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager, Probation, and Human Resources.

**Funding Source:** Funding through Fiscal Year 23 turnover savings.

**Attachments:** Deputy Chief Probation Officer Job Description





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
<b>Reports to: Chief Probation Officer</b>	<b>FLSA Status:</b>
<b>Department: Probation</b>	

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

### **Position Overview:**

The purpose of this classification is to perform the duties of a probation officer. Under supervision of the Chief Probation Officer supervises the probation office staff and manages the office's budget, including supervision strategies aimed at compliance with the conditions of probation, rehabilitation of the offenders, and protection of the community. Attends court and prepares history/records checks for court. Keeps court informed of problems/violations and carries out objectives of the court.

### **Principal Duties and Responsibilities (Essential Functions\*\*):**

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

Assists the Chief Probation Officer in confidential administrative and personnel matters.

Supervises Probation Officers when Chief Probation Officer is out; ensures work quality of subordinates.

Reviews/approves court orders/documents/warrants prepared and submitted by Probation officers in the absence of the Chief Probation Officer.

Approves time cards in the absence of the Chief Probation Officer.

Supervise the MRT Class facilitator, sends out weekly updates, and submit invoices in the absence of the Chief Probation Officer.

Submits training records to the Misdemeanor Probation Oversight Unit in the absence Chief Probation Officer is out.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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Prepares correspondence; answers mail; prepares memos and reports on matters concerning the department.

Posts payments to Jagware and emails probation officers to inform them of payments made.

Monitors Effingham, Chatham, Bryan, Bulloch, and Liberty County bookings for new arrests and logs in arrests into Jagware.

Assists Probation Officers in requesting incident reports from arresting agency, help prepare warrants, orders, and petitions

Enters new cases into Jagware and prepares the case file.

Closes out cases in Jagware, prepares the file with purging Information, and files in the closed-out cabinet.

Post payments from Point N Pay and balances daily and monthly reports from Jagware with Point N Pay.

Prepares financial reports for State, Superior, Springfield, and Guyton Courts.

Receives invoices via email and processes them for payment through ADG

Balance and reconciles bank statements by preparing monthly spreadsheets; scanning receipts and Information for submission to Accounts Payable; providing hard copies; maintaining records.

Confidentially maintains financial Information; prepares and supports complex financial files.

Prepares requisitions for payment of invoices; keeps copies of purchase orders and invoices for office file; batches and turns requisitions into Purchasing Department; monitors the budget by storing Information on payment of invoices in the computer.

Checks and reviews data for accuracy, completeness, and conformance to established standards.

Maintains the inventory of supplies; orders or requisitions supplies as needed.

Assists in processing incoming and outgoing mail.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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Compiles tables and summaries for statistical reports and budgets; generates and prints related reports.

Operates a computer to enter, retrieve, review, or modify data; verifies the accuracy of entered data and makes corrections; utilizes spreadsheets or other software programs.

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

Assists Chief Probation officer with budget preparation.

Assists in assuring the Effingham County Probation Office complies with Misdemeanor Probation Oversight Units rules and regulations.

Assists in assuring probation service contracts are up to date and valid per MPOU requirements.

Oversees all staff in the probation office while the Chief Probationer is out to include: initial 40-hour training orientation for new officers, yearly 20-hour training for officers, 8-hour yearly training for all support staff, proper case management, and that all policies and procedures are adhered by staff.

Assists in completing Performance Reviews.

Responds to victims and inquiries from the community. Investigates violations of probation and obtain arrest warrants, revocation petitions, or taking other appropriate action. Assists in preparing paperwork for court hearings and performs other duties as necessary to properly deal with probation violators.

Develops and maintains an information network in the community as necessary to locate new community work sites, locate resources for probationers, and otherwise improve the process.

Supervises urine drug screens submitted by offenders.

**Principal Duties and Responsibilities CONTINUED (Essential Functions\*\*):**



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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Attends court sessions to correctly record sentencing information, providing the court with accurate Information concerning sentence alternatives and availability. Offers initial instruction to offenders.

Assists in keeping abreast of all departmental policies and procedures by attending staff meetings and reviewing the reading file and SOP.

Maintains good working relationships and open communication with the department, local law enforcement, other agencies, and the community. Confers with judges, attorneys, and others to answer questions, obtain Information, or otherwise facilitate the probation process.

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

Regular and routine attendance at work is required.

Assists in answering incoming calls; takes messages or routes calls to the appropriate party

Maintains copiers and office equipment.

Collects Data for DCS/MPOU Quarterly Reports and prepares a quarterly report for submission.

Receives validations from the Effingham County Warrants Division/Effingham 911 Center and processes and returns promptly.

Attends safety meetings as directed, prepares and submits office safety inspection forms to Risk Management, and prepares monthly safety education for Probation staff to review.

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

### **ADDITIONAL FUNCTIONS**

Answers the telephone, makes copies, and runs errands.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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Assists other employees or departments as needed.

Performs other related duties as required.

### **MINIMUM QUALIFICATIONS**

1. Initial Qualifications of a Probation Officer.
  - o Completion of a two (2) year degree in a related field.
  - o Complete a 40-hour initial orientation program within six months of appointment, and a 20-hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU.
2. Ongoing qualification of a Probation Officer:
  - o Maintain a clear criminal record.
  - o Assists in ensuring each individual completes continuing education and;
  - o Adhere to all other requirements established in these rules.
3. Change of contact information.
  - o All probation officers must notify MPOU of any change in his or her address, telephone number, email, or other pertinent contact information within three business days.

All individuals of a probation entity must complete a criminal background check by the Department of Community Supervision per OCGA §35-3-34. MPOU may also require criminal records checks during employment, registration, compliance audits, or complaints. MPOU shall report to the probation entity the results of the criminal background checks for all individuals associated with that probation entity.

Probation entities fingerprint new individuals through GAPS within ten days of hire. All individuals of a probation entity must report any arrests within 48 hours to MPOU and the director of the employing entity.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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No person may fill the position listed above who has engaged in any of the following conduct:

1. Intentionally falsified, misrepresented, or omitted pertinent Information while completing the employment application, preliminary interview questionnaires, polygraph, or any other pre-employment document(s);
2. Deliberately made inaccurate, misleading, false, or fraudulent statements during the employment process;
3. Failed to meet required educational or professional licensing or certification (if applicable);
4. Has any felony conviction;
5. Has any outstanding misdemeanor or felony charge pending adjudication;
6. Has sufficient misdemeanor convictions to establish a pattern of disregard for the law;
7. Engaged in any crime of a serious or aggravated nature;
8. Convicted or plead nolo contendere within the past three (3) years for Driving Under the Influence of Drugs or Alcohol (DUI) or for any serious traffic offense, including, but not limited to, Fleeing or Attempting to Elude a Police Officer, Vehicular Homicide, Failure to Stop, Render Aid, or Leave Information, and Racing;
9. Has five or more convictions or pleas of nolo contendere within the past two years for any moving violations;
10. Ongoing criminal activity or history of illegal activity other than minor traffic offenses;
11. Completed first offender sentence for an offense that indicates a security risk;
12. Engaged in any illegal drug use within the past 12 months;



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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- 13. Any pattern of marijuana use that suggests un-rehabilitated substance abuse;
- 14. Any pattern of drug use, other than marijuana, that suggests un-rehabilitated substance abuse within the past three years;
- 15. Illegal sale, distribution, or manufacturing (to include growing) of any drug;
- 16. Deliberate association of a personal nature within the past year with persons who use illegal drugs in the presence of the applicant;
- 17. Use of any prescription drug or legally obtainable substance in a manner for which it was not intended and;
- 18. Under sanction by Peace Officer Standards and Training (POST).

### **PERFORMANCE APTITUDES**

#### **Data Utilization:**

Requires the ability to review, classify, categorize, prioritize, or analyze data. Includes discretion in determining data classification and referencing such analysis to established standards to recognize actual or probable interactive effects and relationships.

#### **Human Interaction:**

Requires the capacity to act as a first-line supervisor, including overseeing work, acting on employee problems, and assigning the work of others.

#### **Equipment, Machinery, Tools, and Materials Utilization:**

Requires the ability to operate, maneuver, and control the actions of equipment, machinery, tools, and materials used in performing essential functions.

#### **Verbal Aptitude:**

Requires the ability to utilize various reference, descriptive, advisory data and information.

#### **Mathematical Aptitude:**



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Deputy Chief Probation Officer</b>	<b>Job Code:</b>
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Requires the ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; ability to utilize principles of fractions; ability to interpret graphs.

### **Functional Reasoning:**

Requires ability to apply principals of rational systems; to interpret instructions furnished in written, oral, schedule, or diagrammatic form; and to exercise independent judgment to adopt or modify methods and standards to meet variation in assigned objectives.

### **Situational Reasoning:**

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

### **ADA COMPLIANCE**

#### **Physical Ability:**

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

#### **Sensory Requirements:**

Some tasks require perceiving and discriminating sounds, visual cues, or signals. Some jobs require the ability to communicate orally.

#### **Environmental Factors:**

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



## Staff Report

**Subject:** USDA Equipment Grants Program (EGP)  
**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 5/2/23  
**Item Description:** Consideration to submit a grant application to USDA Equipment Grants Program (EGP).

### Summary Recommendation:

Staff is requesting approval to submit a grant application to USDA Equipment Grants Program (EGP).

### Executive Summary:

The Equipment Grant Program (EGP) serves to increase access to shared-use special purpose equipment/instruments for fundamental and applied research for use in the food and agricultural sciences programs at institutions of higher education, including State Cooperative Extension Systems. The program seeks to strengthen the quality and expand the scope of fundamental and applied research at eligible institutions, by providing them with opportunities to acquire one major piece of equipment/instrument that support their research, training, and extension goals and may be too costly and/or not appropriate for support through other NIFA grant programs. EGP grants are not intended to replace requests for equipment in individual project applications. The program emphasizes shared-use instrumentation that will enhance the capabilities of researchers, educators, and extension agents both within and outside the proposing organization.

### Background:

1. If awarded, the funding will be used to purchase a DJI AGRAS T40 Agricultural Drone Ready to Fly Kit for the UGA Extension Office.
2. The cost of the drone is \$26,519.
3. The funding floor is \$25,000 and the ceiling is \$500,000.

### Alternatives for Commission to Consider:

1. Approve the submittal of a grant application to USDA Equipment Grant Program.
2. Do not approve the submittal of a grant application to USDA Equipment Grant Program.
3. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the submittal of a grant application to USDA Equipment Grant Program.

**Other Alternatives:**

N/A

**Department Review:** *(list departments)*

Finance, UGA County Extension Office

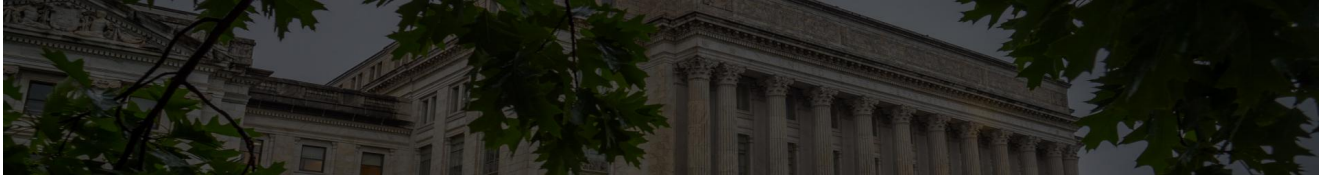
**Funding Source:**

**Attachments:**

Equipment Grants Program Additional Information

# National Institute of Food and Agriculture

 [nifa.usda.gov/grants/programs/competitive-agriculture-and-food-research-initiative-AFRI/equipment-grants-program-egp](https://nifa.usda.gov/grants/programs/competitive-agriculture-and-food-research-initiative-AFRI/equipment-grants-program-egp)



The Equipment Grants Program (EGP) is authorized under 7 USC 3310a (Pub. L. 115–334, title VII, §7126, Dec. 20, 2018, 132 Stat. 4794), which allows the Secretary to make competitive grants for the acquisition of special purpose scientific research equipment for use in the food and agricultural sciences programs of eligible institutions.

The 2018 Farm Bill authorized \$5 million that may be appropriated annually for 2019 through 2023. The EGP is intended to assist with acquisition of research equipment that may be too costly and/or not appropriate for support through other NIFA grant programs (such as the Agriculture and Food Research Initiative, Hatch, Evans-Allen, or 1890 Facilities Grant Program).

The Equipment Grant Program (EGP) serves to increase access to shared-use special purpose equipment/instruments for fundamental and applied research for use in the food and agricultural sciences programs at institutions of higher education, including State Cooperative Extension Systems. The program seeks to strengthen the quality and expand the scope of fundamental and applied research at eligible institutions, by providing them with opportunities to acquire one major piece of equipment/instrument that support their research, training, and extension goals and may be too costly and/or not appropriate for support through other NIFA grant programs. EGP grants are not intended to replace requests for equipment in individual project applications. The program emphasizes shared-use instrumentation that will enhance the capabilities of researchers, educators, and extension agents both within and outside the proposing organization.

EGP projects must involve acquisition of only a single, well-integrated piece of equipment/instrument. Well-integrated means that the ensemble of equipment that defines the instrument enables specific fundamental or applied research experiments in the food and agricultural sciences, including data science and data systems, programs to be undertaken; separating or removing an element or component of such an integrated instrument would preclude that research from occurring or succeeding. An instrument acquired with support from the EGP program is expected to be fully operational by the end of the award period.

The EGP does not support the acquisition of suites of equipment to outfit research laboratories/facilities or to conduct independent experiments simultaneously. Similarly, the EGP does not fund common, general purpose ancillary equipment that would normally be found in a laboratory and/or is relatively easily procured by the organization or through other NIFA grant programs. Rather, it is intended to help fund items of equipment that will upgrade infrastructure. Moreover, EGP does not fund research projects, including research that uses the equipment acquired with support from the program nor does it support the operation and maintenance of facilities.

Major research equipment can be expensive to operate and maintain over the useful lifetime. Projects supported by EGP should demonstrate institutions' commitment to undertake the responsibility of maintaining and operating the instrument for the benefit of a community of users engaged in research, training, and/or extension.

EGP does not:

- Fund research projects or personnel salaries or wages, including research or personnel that use equipment acquired with support from the program.
- Fund education projects, including education projects that use acquired equipment.
- Fund common, general purpose ancillary equipment that would normally be found in a laboratory and/or is relatively easily procured by other funding sources (for the purposes of this program, General Purpose Equipment is defined in 2 CFR 200.48).
- Support the operation, insurance, or maintenance of facilities, equipment, or research laboratories, or renovation of facilities that house the acquired equipment.
- Support the acquisition of a suite of instruments to outfit research laboratories/facilities or to conduct independent experiments simultaneously.

"Special purpose equipment" is defined in [2 CFR 200.89](#) as equipment which is used only for research, medical, scientific, or other technical activities. See also §§ [200.33](#) Equipment and [200.48](#) General purpose equipment.

## Webinars

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[FY 2022 Equipment Grants Program \(EGP\) webinar \(recorded May 27, 2022\)](#)

Program type

Grant Program

Related Resources

[Equipment Grants Program \(EGP\) Frequently Asked Questions \(FAQs\)](#)

[Funding Opportunities](#)

[Equipment Grant Program](#)

## Staff Report

**Subject:** Governor's Office of Highway Safety (GOHS) 2024 GA & TEN Grant Programs

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

**Department:** Finance Department

**Meeting Date:** 5/2/23

**Item Description:** Consideration to submit a grant application to the GOHS 2024 GA & TEN Grant Programs.

### Summary Recommendation:

Staff is requesting approval to submit a grant application to GOHS 2024 GA & TEN Grant Programs.

### Executive Summary:

The Governor's Office of Highway Safety administers grant funding for various programs that address 11 national traffic safety priority areas of impaired driving, police traffic services, speed control, roadway safety, occupant protection/child passenger safety, pedestrian and bicycle safety, motorcycle safety, traffic records and community traffic safety. Focusing on these areas has historically proven to be more effective than other efforts to reduce traffic crashes, injuries, and fatalities. Funding for these grants is allocated to Georgia GOHS and other states annually from the National Highway Traffic Safety Administration (NHTSA) using a formula based on population and road mileage.

### Background:

1. If awarded, the grant spending is to be determined by the Sheriff for traffic education, training, and various equipment needs.
2. The Sheriff's office has been awarded these grants in previous years.

### Alternatives for Commission to Consider:

1. Approve the submittal of grant applications to GOHS 2024 GA & TEN Grant Programs.
2. Do not approve the submittal of grant applications to GOHS 2024 GA & TEN Grant Programs.
3. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the submittal of grant applications to GOHS 2024 GA & TEN Grant Program.

**Other Alternatives:**

N/A

**Department Review:** *(list departments)*

Finance, Effingham County Sheriff's Office

**Funding Source:**

**Attachments:**

Certification and Signature Requests

GOHS Terms and Conditions

General Application 2024  
Organization: Effingham County Sheriff's Office  
GA-2024-Effingham -00018-C  
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed"**.

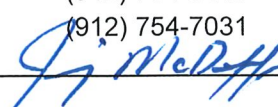
Agency Administrator \*

Name: Mr. James Thompson Title: First Sergeant  
Agency: Effingham County Sheriff's Office Address: P.O. Box 1015  
Springfield, GA, 31329  
Phone Number: (912) 754-3449 Email Address: jthomson@effinghamcounty.org  
Fax Number: (912) 754-7031  
Signature:  Date: 1/19/2023

Agency Staff \*

Name: Mr. Wesley Corbitt Title: Comm. Chairman  
Agency: Effingham County Sheriff's Office Address: P.O. Box 1015  
Springfield, GA, 31329  
Phone Number: (912) 754-2123 Email Address: wcorbitt@effinghamcounty.org  
Fax Number: (912) 754-7031  
Signature: \_\_\_\_\_ Date: 4/13/2023  
FEI Number: 58-6000821

Authorized Official \*

Name: Mr. Jimmy McDuffie Title: Sheriff  
Agency: Effingham County Sheriff's Office Address: P.O. Box 1015  
Springfield, GA, 31329  
Phone Number: (912) 754-3449 Email Address: jmcduffie@effinghamcounty.org  
Fax Number: (912) 754-7031  
Signature:  Date: 4/13/2023

**\* NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**

General Application 2024  
Organization: Effingham County Sheriff's Office  
GA-2024-Effingham -00018-C  
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed"**.

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General Application 2024  
Organization: Effingham County Sheriff's Office  
GA-2024-Effingham -00018-C  
Certification and Signatures

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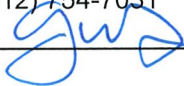
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General Application 2024  
Organization: Effingham County Sheriff's Office  
GA-2024-Effingham -00018-C  
Certification and Signatures

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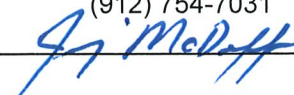
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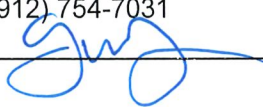
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General Application 2024  
Organization: Effingham County Sheriff's Office  
GA-2024-Effingham -00018-C  
Certification and Signatures

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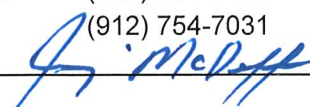
Agency Administrator \*

Name: Mr. James Thompson Title: First Sergeant  
Agency: Effingham County Sheriff's Office Address: P.O. Box 1015  
Springfield, GA, 31329  
Phone Number: (912) 754-3449 Email Address: jthomspon@effinghamcounty.org  
Fax Number: (912) 754-7031  
Signature:  Date: 1/19/2023

Agency Staff \*

Name: Mr. Wesley Corbitt Title: Comm. Chairman  
Agency: Effingham County Sheriff's Office Address: P.O. Box 1015  
Springfield, GA, 31329  
Phone Number: (912) 754-2123 Email Address: wcorbitt@effinghamcounty.org  
Fax Number: (912) 754-7031  
Signature: \_\_\_\_\_ Date: 4/13/2023  
FEI Number: 58-6000821

Authorized Official \*

Name: Mr. Jimmy McDuffie Title: Sheriff  
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Springfield, GA, 31329  
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Traffic Enforcement Networks 2024  
Organization: Effingham County Sheriff's Office  
TEN-2024-Effingham -00004-C  
Certification and Signatures

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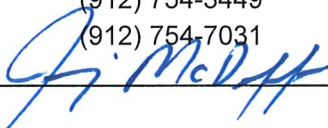
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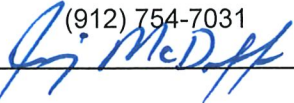
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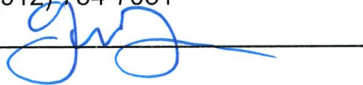
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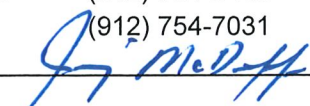
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# **GEORGIA HIGHWAY SAFETY GRANT APPLICATION**

**Governor's Office of Highway Safety  
7 Martin Luther King Jr Drive, Suite 643  
Atlanta, Georgia 30334  
Tel: (404) 656-6996 Fax: (404) 651-9107  
[www.gahighwaysafety.org](http://www.gahighwaysafety.org)**

## **GRANT TERMS, CONDITIONS AND CERTIFICATION FFY 2022**

## **GRANT TERMS AND CONDITIONS**

### **1. AVAILABILITY OF FEDERAL FUNDS**

All grant awards are contingent upon the availability of federal funds.

### **2. GENERAL REQUIREMENTS**

As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to:

- 23 U.S.C Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

### **3. FINANCIAL MANAGEMENT SYSTEMS**

Financial management systems shall provide for accurate, current, and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

### **4. OBLIGATION OF FUNDS**

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period. The due date for the final claim will be announced by GOHS in the grant closeout letter, generally sent to the sub-recipient during the month of August.

### **5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION**

The sub-recipient must maintain an accounting system, which identifies and separates the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The sub-recipient must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personnel services and/or activity hours are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;
- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

#### ***Support of salaries, wages, and activity hours***

Where sub-recipient employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries, wages, and/or activity hours must be supported by semi-annual certification. This



document verifies that the employee worked solely on that program for the period covered by the certification and/or activity hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs (does not include enforcement/activity hours) within their budget must complete and submit the Semi-Annual Certification Form provided by their assigned GOHS Grant Manager no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

## 6. **COSTS**

### a. **ALLOWABLE COSTS**

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state, and local laws, regulations, and practices.
- not result in a profit or other increment to the sub-recipient unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

### b. **UNALLOWABLE COSTS**

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
  - 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, **and pre-approved by GOHS.**
  - 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

Contact your GOHS Grant Manager if there are any questions or concerns regarding allowable or unallowable costs.

## 7. EDUCATION AND TRAINING

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

## 8. PROGRAM INCOME

Program income means gross income earned by the sub-recipient from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form.

## 9. CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by 2 CFR 200.302.

For sub-recipients, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 2 CFR 200.302.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

## 10. REIMBURSEMENT/PAYMENT

### **Automated Clearing House (ACH)**

Effective January 1, 2012, sub-recipients are highly encouraged to receive their reimbursement payment electronically. Upon receipt of GOHS award letter, sub-recipient must complete and submit the Vendor Management Form (VMF). Reimbursement could be delayed if sub-recipient fails to submit the VMF.

### **Sub-recipient's Reimbursement Checks**

Sub-recipients approved by GOHS to receive a reimbursement check must agree to cash the check within 60 days from the date listed on the face of the check. Sub-recipient understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

## 11. LAW ENFORCEMENT AGENCIES ONLY

In the case of grants involving traffic law enforcement activities, sub-recipient will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Sub-recipient will further ensure that said report is forwarded to the Georgia Department of Transportation



within 14 days of the end of the month in which the crash occurred.

### **Electronic Crash Reporting and Citation Systems**

GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Sub-recipient's participation here provides for better data analysis.

## **12. EQUIPMENT**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-recipient; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purpose 2 CFR 200.313.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when any one of the following applies:

- a. The equipment item is not being used for the purposes for which it is purchased.
- b. The sub-recipient can no longer perform established objectives detailed in the grant;
- c. If the sub-recipient fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

## **13. GENERAL COSTS OF GOVERNMENT (Supplanting)**

The sub-recipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel and/or activity hours can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be General Cost of Government and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits/activity hours) previously received.
- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for more than 12 consecutive weeks (FMLA), the sub-recipient is expected to replace that employee. Contact your assigned GOHS Grant Manager for additional instructions.

**NOTE:** See also Grant Terms and Conditions #55 below

## **14. PROJECT IMPLEMENTATION**

The sub-recipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

### **a. eGOHS Plus Login Process**

Active sub-recipients utilizing eGOHS Plus are required to login at least once per grant year. This includes the Agency's Authorized Official (AO), the Agency Administrator (AA), and the Agency Staff (AS). If the AO, AA, or AS fail to login to eGOHS Plus within 12 consecutive months, their login status will become deactivated and will require the eGOHS Plus System Administrator to reactivate their status.

### **b. GOHS Certification Page**

Sub-recipient must inform GOHS **immediately** when changes occur within the Agency's Authorized Official (AO), the Agency Administrator (AA), or the Agency Staff (AS). Sub-recipient agrees to submit



a new GOHS Certification page signed by the AO, AA, and AS in blue ink. The new form must be submitted to the assigned GOHS Grant Manager no later than five (5) days after the change has been made in eGOHS Plus.

#### **15. MODIFICATIONS/BUDGET AND PROGRAM**

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the sub-recipient should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted within eGOHS Plus by the sub-recipient and approved by GOHS prior to any purchases or changes within the project. The modification is not approved until the sub-recipient receives approval notice through eGOHS Plus. Contact your assigned GOHS Grant Manager for specific instructions to request modifications.

#### **16. MONITORING AND REPORTING PROGRAM PERFORMANCE**

Sub-recipient shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported. A Final Report must be completed and submitted in eGOHS Plus after the project ends. All sub-recipients will be notified of the due date before the project ends.

Grant monitoring by GOHS personnel will begin soon after the effective date of the grant and periodically thereafter for the duration of the project. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

#### **17. PROCUREMENT STANDARDS**

Sub-recipients will follow the same policies and procedures it used for procurement covered by their non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The sub-recipient's procurement system will provide for maximum open and free competition concerning its procurement transactions.

Sub-recipient will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Sub-recipient procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the sub-recipient should enter into state and local intergovernmental agreements for the procurement of common goods.

The sub-recipient will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior written approval from NHTSA through GOHS before being purchased.

#### **18. REPORTS**

The sub-recipient shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. A Final Report must be completed and submitted in eGOHS Plus after the project ends. All sub-recipients will be notified of the due date before the project ends.

Monthly programmatic/activity reports and claims are due to GOHS by the 20<sup>th</sup> of the following month in which services are provided. (Example: October's Reports are due in eGOHS Plus on or before November 20<sup>th</sup>.)



Should GOHS choose to include sub-recipients in an evaluation to measure the effectiveness of a grant program, the agency agrees to cooperate fully with the evaluation and provide information related to the grant. The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and documents in electronic form. It goes further to define the term “electronic record” as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor’s Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through our eGOHS Plus program. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the eGOHS Plus adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS authorized payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the sub-recipient.

## 19. PROPERTY MANAGEMENT

Non-expendable tangible personal property acquired by the sub-recipient wholly or in part with federal funds, will have title vested in the sub-recipient subject to the following management requirements and restrictions on use and disposition of the property:

- A. **Insurance** - Sub-recipients are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.
- B. The sub-recipient shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds. **(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 30 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for sub-recipient to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:
  1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
  2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
  3. A control system must be developed to ensure safeguards against loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
  4. Adequate maintenance procedures must be developed to keep the property in good condition.
- C. For lost, stolen, or destroyed equipment that had a purchase price of \$5,000 or more OR when original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, **disposition of the equipment** will be made as follows:
  1. Sub-recipient must submit to the GOHS Grant Manager a written request & GOHS Form 301 detailing their reason(s) to dispose of the equipment.
  2. Upon receipt of the written request, GOHS Grant Manager will investigate and review the request with GOHS Director/Deputy Director. Upon their approval, a letter will be sent to NHTSA requesting approval to dispose of the equipment.
  3. Once the disposition has been determined by NHTSA, the sub recipient (Authorized Official, Agency Administrator, and Agency Staff) will be notified of the decision which will include instructions on how to proceed.
  4. Finance Director tags disposal of equipment in GOHS inventory.



## **20. PUBLIC INFORMATION AND EDUCATION**

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special written permission has been granted by GOHS. GOHS may also seek approval from The National Highway Traffic Safety Administration.

## **21. PRODUCED MATERIALS/ ITEMS**

Materials/items produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials/items developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the request for payment of such material/item, the sub-recipient shall submit to GOHS all materials/items produced as part of the grant.

## **22. OBSERVANCE OF NATIONAL SAFETY WEEKS**

All sub-recipients shall assist the Governor's Office of Highway Safety in promoting the observance of "National Child Passenger Safety Week" (September); "Click It or Ticket" (May and November); "Drive Sober or Get Pulled Over" (Operation Zero Tolerance) (July, September, and December) and "100 Days of Summer H.E.A.T." (Summer Months) as requested.

## **23. SELF-SUFFICIENCY ASSURANCE**

State and local agencies must demonstrate the willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

## **24. SUBCONTRACTS**

If a sub-recipient needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor as approved within the applicable grant application. All costs associated with contractual services must meet the same requirements for reimbursement as those for the sub-recipient.

## **25. TRAVEL**

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the sub-recipient agency in its regular operations.

Should a sub-recipient not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations should be used. Travel costs are only reimbursed for those funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved by GOHS *prior* to making travel arrangements. Travel arrangements include conference registrations, flights, hotel, etc. The sub-recipient must have funds available in their grant



to cover the expenses. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for out-of-state travel must be submitted in eGOHS Plus on the Travel Authorization Form. Please provide GOHS at least one month to grant approval. Unforeseen travel expenses may be reimbursed with the GOHS Director's (or designee) approval.

On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Sub-recipients must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

## **26. PERFORMANCE**

This grant may be terminated, or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the sub-recipient fails to perform the services described herein, and has previously received financial assistance from GOHS, the sub-recipient shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

## **27. GRANT CLOSEOUT PROCEDURES**

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld, or sub-recipients may be prohibited from incurring additional expenses, if a sub-recipient has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the sub-recipient has failed to comply with the conditions of the grant. Also, a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced, and delivered prior to September 30.

## **28. APPLICABLE FEDERAL REGULATIONS:**

Sub-recipients must comply with all applicable federal and state laws and requirements including:

- 2 CFR part 225 - Cost Principles for State, Local and Indian Tribal Government
- 2 CFR Part 220 - Cost Principals for Educational Institutions
- 2 CFR 200.500 - Audit of State and Local Governments, Non-Profit Organizations
- 2 CFR part 230 - Cost Principles for Non-profit Organizations

## **29. APPLICABLE STATE REGULATIONS:**

- O.C.G.A. § 10-12-1 (Electronic Signatures)

**Note: State of Georgia:** <https://law.justia.com/codes/georgia/2010/title-10/chapter-12/>

## **30. AUDIT REQUIREMENTS**

Sub-recipient agrees to comply with the following audit requirements:

Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions 2 CFR part 200, subpart F.

An entity includes not only the sub-recipient, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just



the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Federal Domestic Assistance (CFDA) number or the Assistance Listing Number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and 2 CFR part 200, subpart F.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.
- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The sub-recipient's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

### **31. ACCESS TO RECORDS**

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers, equipment purchased with federal funds, and records of the sub-recipient or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

### **32. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS**

The sub-recipient, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes but is not limited to the following Sections of the Official Code of Georgia Annotated.

- 24-3-17 Admissibility of certified copies of records of Department of Public Safety or Department of Driver Services or comparable agencies in other states; admissibility of computer transmitted records
- 40-6-278 The commissioner of transportation shall prescribe, by rule, uniform motor vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal.
- 40-13-1 The commissioner of driver services shall develop a uniform traffic citation and complaint form for use by all law enforcement officers who are empowered to enforce the traffic laws and ordinances in effect in this state.
- 36-70-20 Service Delivery Strategy Act

### **33. COURT PAY**

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of



the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

#### 34. NONDISCRIMINATION

The State highway safety agency and subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate,



- including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

### **35. BUY AMERICA ACT**

The State and each subrecipient will comply with provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **36. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS**

- a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible.
- b) Affirmative steps must include
  1. Placing qualified small and minority businesses and women's business enterprise on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listing in paragraphs (b)(1) through (5) of this section.

### **37. DOMESTIC PREFERENCES FOR PROCUREMENTS**

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
  - "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **38. POLITICAL ACTIVITY (HATCH ACT)**



The sub-recipient will comply as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **39. CONFLICTS OF INTEREST**

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-recipient shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials, or employees of state or local units of government and non-governmental grantees/sub-recipient shall avoid any action which might result in, or create the appearance of:
  - Using his or her official position for private gain;
  - Giving preferential treatment to any person;
  - Losing complete independence or impartiality;
  - Making an official decision outside official channels; or
  - Affecting adversely the confidence of the public in the integrity of the government or the program.
3. The sub-recipient certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees, and the state of Georgia, have not been violated and will not be violated in any respect.

### **40. COPY RIGHT**

Except as otherwise provided in the terms and conditions of this grant, the sub-recipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-recipient purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

### **41. RECORD RETENTION**

All financial, statistical, and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving sub-recipient's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

### **42. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS**

Sub-recipients must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

### **43. CONFIDENTIAL INFORMATION**



Any reports information, data given to or prepared or assembled by the sub-recipient under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the sub-recipient without prior written approval GOHS.

#### **44. DRUG-FREE WORK PLACE CERTIFICATION**

The sub-recipient will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
  - i) The dangers of drug abuse in the workplace.
  - ii) The sub-recipient's policy of maintaining a drug-free workplace.
  - iii) Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - i) Abide by the terms of the statement.
  - ii) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –
  - i) Taking appropriate personnel action against such an employee, up to and including termination.
  - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension, or termination of the grant; or government-wide suspension or debarment.

#### **45. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES**

Costs for the following items are subject to compliance with any applicable standards and specifications established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 49 CFR 571.213. Bicycle helmets purchased with Highway Safety grant funds must meet 16 CFR



Part 1203 (Consumer Product Safety Commission) standards or those of the Snell Memorial Foundation.

#### **46. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The state will comply with FFATA guidance by reporting to FSRS.gov for each sub-grant award:

- a) Name of the entity receiving the award;
- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- e) Sub-recipient's Unique entity identifier (formerly DUNS);
- f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
  - i) The entity in the preceding fiscal year received –
    1. Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
    2. \$25,000,000.00 or more in annual gross revenues from Federal awards; and
  - ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- g) Other relevant information specified by the Office of Management and Budget guidance.

#### **47. COMPLIANCE AGREEMENT**

The sub-recipient agrees to abide by all Terms and Conditions including “Special Conditions” placed upon the grant award by GOHS. Failure to comply could result in a “Stop Payment” being placed on the grant and/or repayment by the sub-recipient of costs deemed unallowable.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

#### **48. RACIAL PROFILING**

If any agency or organization is found to have engaged in “racial profiling,” GOHS reserves the right to terminate the grant immediately. The term “racial profiling” means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

#### **49. LOBBYING**

Certification Regarding Federal 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 sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

#### **50. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **51. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

##### *Instructions for Primary Tier Participant Certification (States)*

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://lwww.sam.gov/>).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Tier Covered Transactions*

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and



- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Instructions for Lower Tier Participant Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**52. POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging while Driving, sub-recipients are encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving:
  - Company-owned or Government-owned, leased or rented vehicles; or
  - Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**53. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The State and each sub-recipient will not use 23 USC Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**54. LAW ENFORCEMENT VEHICULAR PURSUITS**

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect. (23C 402(j))

**55. ACTIVITY HOURS- LAW ENFORCEMENT/PROSECUTOR**

Federal grant funds may not be used for activities considered “general costs of government” (2 CFR § 200.444) according to long-standing Federal law, codified in the government-wide rule for Federal grants (the Supercircular), unless specifically allowed under the Federal statute or regulation. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444 (a) (4-5))

- Training for a non-grant-related purpose, such as to satisfy employer or professional requirements, and compensations costs for the time spent in that training are **NOT** allowable costs. (EX: General POST training to maintain certification is not an allowable expense)
- Cell phones, cell phone service, body cameras, etc. are not allowable since they are generally assigned to a single person and considered “General Costs of Government.”

**56. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCES SERVICES OR EQUIPMENT**

States and subrecipients are prohibited from obligating or expending loan or grant funds to:



- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **57. SEXUAL HARASSMENT PREVENTION**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
  - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,



- (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
2. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.



**GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT  
SPECIAL CONDITIONS  
General Grant (Non-Law Enforcement)**

The Georgia Governor's Office of Highway Safety (GOHS) is pleased to award this grant, with the following special conditions:

**All GOHS grantees are expected to fulfill the following requirements in addition to the terms and conditions in the attached grant application:**

1. All grantees are required to promote Georgia's safety belt laws, to include the necessity of drivers and passengers wearing safety belts and placing children in weight/height appropriate child safety restraints. The most current information can be found on the GOHS website.
2. All grantees are required to publicize the GOHS awarded grant in the media, utilizing print, radio and/or television within the first quarter of the project. **Grantees should submit and receive GOHS approval prior to releasing their grant announcement to the public.** A record must be kept and provided to GOHS of all print media articles related to the grant as well as a copy of all announcements sent to radio and television stations. If possible, please provide radio/television station verification of the dates and times when announcements were aired.
3. All printed items produced with grant funds or ordered and paid for by this grant must receive prior approval from GOHS and include the current GOHS logo and/or a statement that says either, "*This project is funded by the Georgia Governor's Office of Highway Safety*" or "*The Georgia Governor's Office of Highway Safety is a full partner in this program.*" Photo or scan of final produced item shall be attached with the invoice when filing for reimbursement.
4. Grantees must obtain prior written approval from GOHS before any out of state travel. A Travel Authorization Request Form must be submitted in eGOHS Plus approximately four (4) weeks prior to the actual travel date. Claims and Progress Reports must be up to date prior to approval. In addition, the agency/organization policies for travel must also be adhered to. If there are no policies, GOHS travel policies must be followed.
5. All equipment must be purchased within the first 90 days after the grant award effective date. Equipment with a cost of \$5000.00 or more must be approved by GOHS and NHTSA prior to purchase. The agency must ensure that their local procurement policies as well as the Buy America Act are followed.
6. Grantee must submit a "Final Report" highlighting objectives met/unmet, major accomplishments, etc. The established due date will be provided by GOHS within the GOHS closeout letter prior to the end of fiscal year.
7. All grant programs must have an evaluation component that is approved by the Governor's Office of Highway Safety.
8. Grantee must submit programmatic and claim reports MONTHLY, by the 20th of the following month. Monthly reports must document and support the objectives and activities outlined in grant. No financial claim will be processed without a programmatic report which supports the expense.
9. Grant amendments must be submitted in eGOHS Plus prior to June 30th. After June 30<sup>th</sup>, only amendments regarding personnel changes will be accepted and approved by GOHS before the grant period ends.

10. Grant programs must cooperate fully with entities dealing with traffic safety issues to include, but not limited to: MADD, SADD/Teens in the Driver Seat, Safe Kids, Public Health, law enforcement agencies, etc.
11. All contractual agreements must receive prior written approval from GOHS. A copy of the contract must be submitted and approved by GOHS prior to execution.
12. Grantee must submit to GOHS a job description for each position listed and budgeted within their application within the first (1st) quarter of the grant period. The description may be included in the Resource Requirement section of the grant application.
13. Law enforcement/prosecutor activity hours are a condition of the project. GOHS will not reimburse based upon a salary of an individual working in this capacity. Please review full Grant Terms and Conditions for further regarding the "General Cost of Government" regulations.
14. Qualified Officers/Deputies assigned to activity hours must provide documentation showing hours worked AND hours worked on the project along with enforcement activity on a monthly basis. This documentation will be submitted via GOHS Form 203 within eGOHS Plus.

Please direct any questions about your grant and/or these conditions to your GOHS Grant Manager.





**GOVERNOR'S OFFICE OF HIGHWAY SAFETY  
7 Martin Luther King Jr. Drive SW  
Suite 643  
Atlanta, GA 30334**

**Pre-Award Risk Assessment Form**

**RATING SCALE**

0 – 3	No's	Applicant considered low risk for monitoring	<b>LOW</b>
4 – 7	No's	Applicant considered medium risk for monitoring	<b>MED</b>
8 – 12	No's	Applicant considered high risk for monitoring	<b>HIGH</b>

Based on the above rating scale, applicants will be placed in one risk area. If awarded, sub-recipients will be monitored based on the following:

**High Risk**

1. Could withhold full or partial payments pending single audit results.
2. Schedule a meeting within the first month of grant award.
3. Require mandatory training attendance by at least two - Authorizing Official, Financial Officer, Agency Administrator.
4. Provide training and technical assistance on program related matters.
5. Consider taking enforcement action against the non-compliant applicants.
6. GOHS will make a minimum of 2 visits to the sub-recipient during the grant year.

**Medium Risk**

1. Schedule a financial review with the applicant.
2. Could withhold full or partial payments pending single audit results.
3. Provide training and technical assistance on program related matters.

**Low Risk**

1. Standard monitoring.







**SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.**

<input type="checkbox"/>	Deactivate Supplier Profile (Enter justification in Section 6)				
<input type="checkbox"/>	Reactivate Supplier Profile				
Non- 1099 Applicable <input type="checkbox"/>	1099 Applicable <input type="checkbox"/>	1099-N <input type="checkbox"/>	1099-M <input type="checkbox"/>	Enter Code <input type="checkbox"/>	<i>(Required for Form 1099-M)</i>
<input type="checkbox"/>	Add <b><u>New</u></b> Bank Account <b>(Must complete Section 3)</b>				
<input type="checkbox"/>	Change <b><u>Existing</u></b> Bank Account <b>(Must complete Sections 1 &amp; 3)</b>				
<input type="checkbox"/>	FEI/TIN Change <b>(Cannot be changed if 1099 applicable)</b>				
<input type="checkbox"/>	Supplier (Business) Name Change				
<input type="checkbox"/>	Add <b><u>Additional</u></b> Business Address <b>(Must complete Section 2)</b>				
<input type="checkbox"/>	Change <b><u>Existing</u></b> Business Address <b>(Must complete Sections 1 &amp; 2)</b>				
<input type="checkbox"/>	Other (Provide Details in Section 6)				

**SECTION 5 – TYPE OF BUSINESS (Check All That Apply)**

**BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY**

**MINORITY BUSINESS ENTERPRISE (51% Owned):**

<input type="checkbox"/> *Small Business	<input type="checkbox"/> Women Owned	<input type="checkbox"/> Hispanic – Latino	<input type="checkbox"/> African American	<input type="checkbox"/> Native American
<input type="checkbox"/> GA Resident Business	<input type="checkbox"/> Minority Business Certified	<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Not Applicable

\*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

**SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if "Other" or "Deactivate" box checked in Section 4)**

## Staff Report

**Subject:** DNR Land & Water Conservation Fund (LWCF) 2022-2023 grant pre-application

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

**Department:** Finance Department

**Meeting Date:** 5/2/23

**Item Description:** Consideration to submit a grant pre-application to the DNR Land & Water Conservation Fund (LWCF).

### Summary Recommendation:

Staff is requesting approval to submit a grant pre-application to the DNR Land & Water Conservation Fund (LWCF).

### Executive Summary:

The Land and Water Conservation Fund (LWCF) Program is a federal program authorized by Congress for the purpose of acquiring federal lands and assisting states and local governments with funds to acquire lands and develop and renovate outdoor recreation facilities. LWCF funds are appropriated by Congress to the U. S. Department of the Interior, National Parks Service (NPS), and NPS allocates the funds through state agencies as a grant program to state and local governments. The LWCF Program, first authorized in 1965, has resulted in Georgia receiving over \$120 million in matching grant funds. The program was reauthorized and received permanent funding in fiscal years 2019 and 2020 respectively. With the permanent funding, it is anticipated that Georgia will receive \$5-7 million annually.

In order to efficiently administer the grant funds, LWCF moved to a bi-annual grant cycle. With two years of allocations to award, an estimate of \$10 million will be available to local governments during the 2022-2023 grant cycle.

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### Background:

1. Effingham County is requesting \$500,000.
2. The funding is requested for the walking trail portion of the Atlas park.
3. The grant is competitive.
4. There is a 50% cost share requirement.
5. Application deadline is May 31, 2023.

### Alternatives for Commission to Consider:

1. Approve the LWCF grant pre-application submittal.
2. Do not approve the LWCF grant pre-application submittal.
3. Provide Staff with Direction

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve the LWCF grant pre-application submittal.

**Other Alternatives:**

N/A

**Department Review:** *(list departments)*

Finance Department

**Funding Source:**

50% match via SPLOT

**Attachments:**

LWCF 2022-2023 Funding Cycle Announcement





**BRIAN KEMP**  
GOVERNOR

**MARK WILLIAMS**  
COMMISSIONER

April 1, 2023

MEMORANDUM

**TO:** Local Government Officials  
Parks and Recreation Directors  
Regional Commissions

**FROM:** Taylor Brown, Chief *TB*  
Georgia DNR Grants Unit

**SUBJECT:** Land and Water Conservation Fund  
2022-2023 Funding Cycle Announcement

The Georgia Department of Natural Resources (DNR) is pleased to announce the 2022-2023 Land and Water Conservation Fund (LWCF) funding cycle. LWCF is a federal grant program funded by the Department of the Interior-National Park Service (NPS) and administered by DNR. LWCF grants provide funding for acquisition, development and renovation of outdoor recreation lands and facilities. Eligible applicants include qualified local governments (as determined by the Department of Community Affairs), authorized recreation authorities and recreation commissions and are in good standing with the LWCF program.

Eligible applicants must complete a pre-application online at <https://gadnr.org/lwcf>. Following the competitive/pre-application phase, successful pre-applicants will be invited to complete a second level/federal application. Below you will find the grant cycle timeline.

April 1, 2023 – Grant cycle opens  
May 31, 2023 – Competitive/Pre-application due to DNR  
September 2023 – Successful pre-applicants notified  
February 1, 2024 – Second level/federal application due to DNR  
Fall 2024 – Anticipated approval of projects by NPS

Please visit <https://gadnr.org/lwcf> for more information about LWCF, including educational webinar videos. If you have any questions or need additional information, please contact Antoinette Norfleet at 404.463.8629 or [antoinette.norfleet@dnr.ga.gov](mailto:antoinette.norfleet@dnr.ga.gov)

cc: Members of Board of Natural Resources  
Commissioner Mark Williams

2 MARTIN LUTHER KING JR. DRIVE | SUITE 1352 | ATLANTA, GEORGIA 30334  
404.463.8629 | [WWW.GADNR.ORG/GRANTS](http://WWW.GADNR.ORG/GRANTS)

## Staff Report

**Subject:** FEMA Homeland Security Grant Program (HSGP)  
**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 5/2/23  
**Item Description:** Consideration to submit a grant application to FEMA Homeland Security Grant Program (HSGP).

### Summary Recommendation:

Staff is requesting approval to submit a grant application to FEMA Homeland Security Grant Program (HSGP).

### Executive Summary:

The Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

### Background:

1. If awarded, the funding will be used to purchase ballistic vests and triage bags for the Effingham County Fire Department.
2. There is no cost sharing or match requirement

### Alternatives for Commission to Consider:

1. Approve the submittal of a grant application to FEMA Homeland Security Grant Program (HSGP).
2. Do not approve the submittal of a grant application to FEMA Homeland Security Grant Program (HSGP).
3. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the submittal of a grant application to FEMA Homeland Security Grant Program (HSGP).



**Other Alternatives:**

N/A

**Department Review:** *(list departments)*

Finance, Effingham County Fire Department

**Funding Source:**

**Attachments:**

FEMA HSGP Notice of Funding Opportunity

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Homeland Security Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using SAM.gov can be found at https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

https://www.grants.gov/web/grants/forms/planned-uei-updates.html

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**A. Program Description****1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

**2. Assistance Listings Number**

97.067

**3. Assistance Listings Title**

Homeland Security Grant Program

**4. Funding Opportunity Title**

Fiscal Year 2023 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

**5. Funding Opportunity Number**

DHS-23-GPD-067-00-01

**6. Authorizing Authority for Program**

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

**7. Appropriation Authority for Program**

*Consolidated Appropriations Act, 2023* (Pub. L. No. 117-328)

**8. Announcement Type**

Initial

**9. Program Category**

Preparedness: Community Security

**10. Program Overview, Objectives, and Priorities****a. Overview**

The Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, and respond to terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2023, there are three components of the HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2023, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation<sup>1</sup>. Therefore, for FY 2023, DHS has identified six priority areas (see Section A.10.c) related to the most serious threats to the nation, as well as required minimum funding allocations.

**b. Objective**

The objective of the FY 2023 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

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<sup>1</sup>Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.



**c. *Priorities***

**SHSP and UASI Funding Priorities**

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2023, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2023, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, five of the priorities have minimum spend requirements totaling 15% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 15% across the priorities. The following are the six priority areas for FY 2023, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

- 1) Enhancing the protection of soft targets/crowded places – 3%
- 2) Enhancing information and intelligence sharing and analysis – 3%
- 3) Combating domestic violent extremism – 3%
- 4) Enhancing cybersecurity – no minimum percent
- 5) Enhancing community preparedness and resilience – 3%
- 6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.11.b.III of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning<sup>2</sup>;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

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<sup>2</sup>Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

The table below provides a breakdown of the FY 2023 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

### FY 2023 SHSP and UASI Funding Priorities

*All priorities in this table concern Safety and Security Lifelines.*

Priority Areas	Core Capabilities	Example Project Types
<b>National Priorities</b>		
Enhancing Cybersecurity	<ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Supply chain integrity and security</li> <li>• Risk management for protection programs and activities</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> </ul>	<ul style="list-style-type: none"> <li>• Cybersecurity risk assessments</li> <li>• Migrating online services to the “.gov” internet domain</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments               <ul style="list-style-type: none"> <li>○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the <a href="#">National Institute of Standards and Technology Cybersecurity Framework</a></li> <li>○ Adoption of cybersecurity performance goals (<a href="#">Cross-Sector Cybersecurity Performance Goals   CISA</a>)</li> <li>○ Cybersecurity training and planning</li> </ul> </li> </ul>
Enhancing the Protection of Soft Targets/ Crowded Places	<ul style="list-style-type: none"> <li>• Operational coordination</li> <li>• Public information and warning</li> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> <li>• Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>• Operational overtime. For more information on operational overtime, see Section D.14.f of this NOFO.</li> <li>• Physical security enhancements               <ul style="list-style-type: none"> <li>○ Security cameras (closed-circuit television [CCTV])</li> <li>○ Security screening equipment for people and baggage</li> <li>○ Lighting</li> <li>○ Access controls</li> <li>○ Fencing, gates, barriers, etc.</li> </ul> </li> <li>• Unmanned aircraft system detection technologies</li> </ul>
Enhancing information and intelligence	<ul style="list-style-type: none"> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Planning</li> <li>• Public information and warning</li> </ul>	<ul style="list-style-type: none"> <li>• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment)</li> <li>• Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic</li> </ul>

Priority Areas	Core Capabilities	Example Project Types
sharing and analysis	<ul style="list-style-type: none"> <li>Operational coordination</li> <li>Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>entities; and other federal law enforcement and intelligence entities</li> <li>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>Identification, assessment, and reporting of threats of violence</li> <li>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</li> </ul>
Combating Domestic Violent Extremism	<ul style="list-style-type: none"> <li>Interdiction and disruption</li> <li>Intelligence and information sharing</li> <li>Planning</li> <li>Public information and warning</li> <li>Operational coordination</li> <li>Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats</li> <li>Sharing and leveraging intelligence and information, including open-source analysis</li> <li>Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists</li> <li>Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization</li> <li>Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism</li> </ul>
Enhancing Community Preparedness and Resilience	<ul style="list-style-type: none"> <li>Planning</li> <li>Public Information and Warning</li> <li>Community Resilience</li> <li>Risk Management for Protection Programs and Activities</li> <li>Mass Care Services</li> <li>Intelligence and Information Sharing</li> <li>Risk and Disaster Resilience Assessment</li> <li>Long Term Vulnerability Reduction</li> </ul>	<ul style="list-style-type: none"> <li>Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment and training aides <ul style="list-style-type: none"> <li>Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity</li> </ul> </li> <li>Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards</li> <li>Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</li> <li>Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</li> <li>Execute <a href="#"><i>You are the Help Until the Help Arrives</i></a> workshops in concert with community-based organizations to bolster individual preparedness</li> <li>Target youth preparedness using FEMA programming such as Prepare with Pedro resources and Ready2Help</li> </ul>

Priority Areas	Core Capabilities	Example Project Types
		<ul style="list-style-type: none"> <li>• Promote community planning, coordination, and integration of children’s needs during emergencies through workshops like FEMA’s Integrating the Needs of Children</li> <li>• Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience</li> <li>• Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience.</li> <li>• Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions.</li> </ul>
Enhancing Election Security	<ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational coordination</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Physical security planning support</li> <li>• Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc.</li> <li>• General election security navigator support</li> <li>• Cyber navigator support</li> <li>• Cybersecurity risk assessments, training, and planning</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments</li> <li>• Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</li> <li>• Distributed Denial of Service protection</li> <li>• Migrating online services to the “.gov” internet domain</li> <li>• Online harassment and targeting prevention services</li> <li>• Public awareness/preparedness campaigns discussing election security and integrity measures.</li> </ul>
<b>Enduring Needs</b>		
Planning	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Risk management for protection programs and activities</li> <li>• Risk and disaster resilience assessment</li> <li>• Threats and hazards identification</li> <li>• Operational coordination</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Development of: <ul style="list-style-type: none"> <li>○ Security Risk Management Plans</li> <li>○ Threat Mitigation Plans</li> <li>○ Continuity of Operations Plans</li> <li>○ Response Plans</li> </ul> </li> <li>• Efforts to strengthen governance integration between/among regional partners</li> <li>• Joint training and planning with DHS officials and other entities designated by DHS</li> <li>• Cybersecurity training and planning</li> <li>• Revision of existing plans to strengthen community resilience in underserved communities</li> </ul>
Training and Awareness	<ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Situational assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Active shooter training</li> <li>• Intelligence analyst training</li> <li>• SAR and terrorism indicators/behaviors training</li> <li>• Security training for employees</li> <li>• Public awareness/preparedness campaigns</li> </ul>

Priority Areas	Core Capabilities	Example Project Types
	<ul style="list-style-type: none"> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Joint training and planning with DHS officials and other entities designated by DHS</li> <li>• Cybersecurity training and planning</li> <li>• Sharing and leveraging intelligence and information</li> <li>• Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</li> </ul>
Equipment and Capital Projects	<ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> <li>• Interdiction and disruption</li> <li>• Screening, search and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> </ul>	<ul style="list-style-type: none"> <li>• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</li> <li>• Physical security enhancements <ul style="list-style-type: none"> <li>○ Security cameras (CCTV)</li> <li>○ Security screening equipment for people and baggage</li> <li>○ Lighting</li> <li>○ Access Controls <ul style="list-style-type: none"> <li>▪ Fencing, gates, barriers, etc.</li> </ul> </li> </ul> </li> <li>• Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities <ul style="list-style-type: none"> <li>○ Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment</li> </ul> </li> </ul>
Exercises	<ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Operational coordination</li> <li>• Operational communications</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Response exercises, including exercise planning with community-based organizations</li> </ul>

For FY 2023, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the five National Priority Areas with associated minimum spend requirements. Each of these five investments must also account for at least the relevant minimum percentage (totaling 15%) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.** However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support building capability and/or closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System tools and resources, can be found at [National Preparedness System | FEMA.gov](#). Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

### OPSG Funding Priorities

The table below provides a breakdown of the FY 2023 OPSG funding priority, which remains focused on and unique to border security.

### FY 2023 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
<b>National Priorities</b>			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	<ul style="list-style-type: none"> <li>Intelligence and information sharing</li> </ul>	<ul style="list-style-type: none"> <li>Safety and Security</li> </ul>	<ul style="list-style-type: none"> <li>Participation in the DHS/ICE 287(g) training program</li> <li>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</li> <li>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>Identification, assessment, and reporting of threats of violence</li> <li>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</li> </ul>

For FY 2023, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

## 11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

## **B. Federal Award Information**

1. Available Funding for the NOFO:

**\$1,120,000,000**



HSGP Programs	FY 2023 Allocation
SHSP	\$415,000,000
UASI	\$615,000,000
OPSG	\$90,000,000
<b>Total</b>	<b>\$1,120,000,000</b>

### **SHSP Allocations**

For FY 2023, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the five National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

### **FY 2023 SHSP ALLOCATIONS**

State/Territory	FY 2023 Allocation	State/Territory	FY 2023 Allocation
Alabama	\$4,847,500	Montana	\$4,847,500
Alaska	\$4,847,500	Nebraska	\$4,847,500
American Samoa	\$1,108,000	Nevada	\$4,847,500
Arizona	\$4,847,500	New Hampshire	\$4,847,500
Arkansas	\$4,847,500	New Jersey	\$7,074,841
California	\$57,035,623	New Mexico	\$4,847,500
Colorado	\$4,847,500	New York	\$68,033,267
Connecticut	\$4,847,500	North Carolina	\$5,085,387

State/Territory	FY 2023 Allocation	State/Territory	FY 2023 Allocation
Delaware	\$4,847,500	North Dakota	\$4,847,500
District of Columbia	\$5,085,387	Northern Mariana Islands	\$1,108,000
Florida	\$9,343,905	Ohio	\$6,190,947
Georgia	\$5,288,656	Oklahoma	\$4,847,500
Guam	\$1,108,000	Oregon	\$4,847,500
Hawaii	\$4,847,500	Pennsylvania	\$8,136,252
Idaho	\$4,847,500	Puerto Rico	\$4,847,500
Illinois	\$13,894,910	Rhode Island	\$4,847,500
Indiana	\$4,847,500	South Carolina	\$4,847,500
Iowa	\$4,847,500	South Dakota	\$4,847,500
Kansas	\$4,847,500	Tennessee	\$4,847,500
Kentucky	\$4,847,500	Texas	\$18,210,451
Louisiana	\$4,847,500	U.S. Virgin Islands	\$1,108,000
Maine	\$4,847,500	Utah	\$4,847,500
Maryland	\$7,074,841	Vermont	\$4,847,500
Massachusetts	\$6,190,947	Virginia	\$8,136,252
Michigan	\$5,085,387	Washington	\$6,190,947
Minnesota	\$4,847,500	West Virginia	\$4,847,500
Mississippi	\$4,847,500	Wisconsin	\$4,847,500
Missouri	\$4,847,500	Wyoming	\$4,847,500
<b>Total</b>			<b>\$415,000,000</b>

### **UASI Allocations**

Eligible candidates for the FY 2023 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at [Metropolitan and Micropolitan \(census.gov\)](https://www.census.gov). **THIRA/SPR results do not impact grant allocations or awards.**

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the five National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must be included in the IJ.*** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total UASI allocation.

### FY 2023 UASI ALLOCATIONS

State/Territory	Urban Area	FY 2023 UASI Allocation
Arizona	Phoenix Area	\$5,250,000
California	Anaheim/Santa Ana Area	\$5,250,000
	Bay Area	\$36,493,265
	Los Angeles/Long Beach Area	\$66,174,270
	Riverside Area	\$3,900,000
	Sacramento Area	\$3,800,000
	San Diego Area	\$16,445,560
Colorado	Denver Area	\$3,900,000
District of Columbia	National Capital Region	\$50,360,095
Florida	Jacksonville Area	\$1,500,000
	Miami/Fort Lauderdale Area	\$14,528,750
	Orlando Area	\$3,800,000
	Tampa Area	\$3,800,000
Georgia	Atlanta Area	\$7,700,000
Hawaii	Honolulu Area	\$1,500,000
Illinois	Chicago Area	\$66,174,270
Indiana	Indianapolis Area	\$1,645,333
Louisiana	New Orleans Area	\$1,645,333
Maryland	Baltimore Area	\$3,800,000
Massachusetts	Boston Area	\$16,646,500
Michigan	Detroit Area	\$5,250,000
Minnesota	Twin Cities Area	\$5,250,000
Missouri	Kansas City Area	\$1,645,333
	St. Louis Area	\$3,800,000
Nevada	Las Vegas Area	\$5,250,000
New Jersey	Jersey City/Newark Area	\$18,631,275
New York	New York City Area	\$173,950,017
North Carolina	Charlotte Area	\$3,800,000
Ohio	Cincinnati Area	\$1,645,333

State/Territory	Urban Area	FY 2023 UASI Allocation
	Cleveland Area	\$1,645,333
Oregon	Portland Area	\$3,800,000
Pennsylvania	Philadelphia Area	\$16,646,500
	Pittsburgh Area	\$1,645,333
Tennessee	Nashville Area	\$1,500,000
Texas	Austin Area	\$1,500,000
	Dallas/Fort Worth/Arlington Area	\$16,646,500
	Houston Area	\$24,231,000
	San Antonio Area	\$3,800,000
Virginia	Hampton Roads Area	\$3,800,000
Washington	Seattle Area	\$6,250,000
<b>Total</b>		<b>\$615,000,000</b>

### **OPSG Allocations**

For FY 2023, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2023 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient’s investment strategy, budget, collaboration, and past performance.

- 2. Projected Number of Awards: 56**
- 3. Period of Performance: 36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the [Preparedness Grants Manual](#).

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

- 4. Projected Period of Performance Start Date(s): 09/1/2023**
- 5. Projected Period of Performance End Date(s): 8/31/2026**
- 6. Funding Instrument Type: Grant**

### **C. Eligibility Information**

#### **1. Eligible Applicants**

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

#### **2. Applicant Eligibility Criteria**

Eligible high-risk urban areas for the FY 2023 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

For 2023, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application, and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2023, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states

bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2023, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

### 3. Other Eligibility Criteria/Restrictions

#### a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at [NIMS Implementation and Training | FEMA.gov](https://www.fema.gov/nims-implementation-and-training).

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

#### b. ***Emergency Management Assistance Compact (EMAC) Membership***

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2023 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems,



interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

**c. *Law Enforcement Terrorism Prevention Activities (LETPA)***

Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP’s authorizing statute are used for LETPAs. **For FY 2023, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. The [Preparedness Grants Manual](#) and [Information Bulletin \(IB\) 473](#) include additional information on project selection considerations and allowable activities for LETPA investments. Also see Section D.14.f “Allowable Costs Matrix.”

The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

To ensure that DHS/FEMA’s policy guidance on the use of LETPA funds reflects the evolving threat environment, is responsive to stakeholder feedback, is clear and easy to understand, and is applied consistently across grant recipients, DHS/FEMA will issue additional guidance through an Information Bulletin for the FY 2023 HSGP. This guidance will provide applicants and recipients further clarification on how to account for LETPA activities. It will also provide clarification on what should be included in the investment justifications, best practices for submitting investment justifications for LETPA claimed activities, as well as information on how to distinguish LETPA activities from others. The Information Bulletin will be issued concurrently or soon after the release of this NOFO.

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. For more information about operational overtime costs, see Section D.14.f of this NOFO and the [Preparedness Grants Manual](#).

**4. Cost Share or Match**

There is no cost share or match requirement for the FY 2023 HSGP.

#### **D. Application and Submission Information**

##### **1. Key Dates and Times**

- a. *Application Start Date:* **02/27/2023**
- b. *Application Submission Deadline:* **05/18/2023 at 5 p.m. ET**

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline.** Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or [NDGrants@fema.dhs.gov](mailto:NDGrants@fema.dhs.gov). The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

- c. *Anticipated Funding Selection Date:* **No later than 07/21/2023**
- d. *Anticipated Award Date:* **No later than 09/30/2023**
- e. *Other Key Dates*

<b>Event</b>	<b>Suggested Deadline for Completion</b>
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Registering in ND Grants	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting application in Grants.gov	Three days before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

## 2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

## 3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for requesting and submitting an application.

Initial applications are processed through the [Grants.gov](#) portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>.

## 4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:

- 1) Be registered in SAM.gov before application submission;
- 2) Provide a valid Unique Entity Identifier (UEI) in its application; and
- 3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process if selected for award.

## 5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](https://login.gov);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. **Submit the final application in ND Grants, including electronically signing applicable forms;** and
- k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify an UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

#### **7. How to Register to Apply through Grants.gov**

For information on how to register to apply through Grants.gov, please see the [Preparedness Grants Manual](#).

#### **8. How to Submit an Initial Application to FEMA via Grants.gov**

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants must submit the following forms:

- SF-424, Application for Federal Assistance; and
- Grants.gov Lobbying Form, Certification Regarding Lobbying.

For further information on how to submit an initial application via Grants.gov, please see the [Preparedness Grants Manual](#).

#### **9. Submitting the Final Application in ND Grants**

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact [ndgrants@fema.dhs.gov](mailto:ndgrants@fema.dhs.gov) or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see [Non-Disaster Grants Management System | FEMA.gov](#).

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under

the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

## 10. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

## 11. Content and Form of Application Submission

### a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at [SF-424 Family | Grants.gov](#).

#### I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

#### II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants



- **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

**b. Program-Specific Required Forms and Information**

**I. IJ DEVELOPMENT: SHSP AND UASI**

As part of the FY 2023 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2023 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, Election Security, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant’s SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area must be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support building capability and/or closing capability gaps or sustaining capabilities identified in the community’s THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant’s efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2024. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2023 BSIR due January 30, 2024. DHS/FEMA will not reduce FY 2023 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

## II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP AND UASI

- Applicants must propose at least 5 and may include up to 12 investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);

- Primary core capability the project supports;
- Whether the project activities are shareable and deployable; and
- Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

### III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP AND UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

- **Soft Targets/Crowded Places (3%)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

- **Information and Intelligence Sharing (3%)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

- **Domestic Violent Extremism (3%)**

As stated in the [Homeland Threat Assessment October 2020](#), domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

- **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2023 HSGP grant awards will be required to complete the 2023 [Nationwide Cybersecurity Review \(NCSR\)](#), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR is estimated to be open from October 2023 through February 2024.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds and is taken once for each fiscal year award. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see [IB 439](#).

Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the [Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA](#), and the [National Institute of Standards and Technology](#).

- **Community Preparedness and Resilience (3%)**

Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as

homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. FEMA's [2022 National Household Survey](#) recorded a 4% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](#).



- **Election Security (3%)**

In January 2017, DHS designated the infrastructure used to administer the Nation’s elections as critical infrastructure. This designation recognizes that the United States’ election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one investment must be in support of the state’s and high-risk urban area’s efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for election security and will also be subject to DHS/FEMA’s evaluation of the effectiveness of the proposed investments.

The SAA *must* include the State’s Chief Election Official for all projects and matters related to the election security National Priority Area. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

#### IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

##### ***Sample Fusion Center Funding Itemization***

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

*The X Fusion enhancement project will fund:*

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center’s current capabilities and performance and directly aligns with performance measures 2023.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
<i>Planning:</i> \$10,000	2%
<i>Organization:</i> \$200,000	48%
<i>Equipment:</i> \$200,000	48%
<i>Training:</i> \$10,000	2%
<i>Exercises:</i> \$0	0%
<b><i>Total:</i></b> \$420,000	100%

**V. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI**

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

**VI. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG**

As part of the FY 2023 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

**OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:**

- **Information and Intelligence Sharing and Cooperation**

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

## VII. DETAILED Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [grants.gov](#) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

## 12. Other Submission Requirements

### Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).

### **Emergency Communications Investments**

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

### **13. Intergovernmental Review**

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See [Executive Orders | National Archives](#) and [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#)).

### **14. Funding Restrictions and Allowable Costs**

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the [Preparedness Grants Manual](#). This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

#### **a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available [at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#), or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

**Effective August 13, 2020**, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **I. REPLACEMENT EQUIPMENT AND SERVICES**

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the [Preparedness Grants Manual](#).

#### **II. DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

**b. *Pre-Award Costs***

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

**c. *Management and Administration (M&A) Costs***

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a result of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the [Preparedness Grants Manual](#) for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing the protection of soft targets and crowded places National Priority Area.



A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to 5% of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award. Examples applying this principle:

SAA 1:

Total award: \$6,000,000

SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000

M&A Maximum: \$300,000 (5% of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5%) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

Maximum M&A for UASI = \$125,000

SAA 2:

Total award: \$4,500,000

SHSP: \$3,500,000 OPSG: \$1,000,000

M&A Maximum: \$225,000 (5% of \$4,500,000)

Maximum M&A for SHSP = \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5%) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, [IB 365: Management and Administration Costs in the Homeland Security Grant Program](#) and DHS/FEMA [Policy 207-087-1](#) **do not apply to awards made in FY 2023 under this NOFO**. Please also reference [IB 416](#) for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2023 awards made under this NOFO.

**d. *Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

**e. *Funds Transfer Restrictions***

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

**f. *Other Direct Costs***

**I. PLANNING**

Planning costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

**II. ORGANIZATION**

Organization costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

**III. EQUIPMENT**

Equipment costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

**• General Purpose Equipment**

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC<sup>3</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose

<sup>3</sup>Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff<sup>4</sup> engaged in homeland security program activity.

- **Controlled Equipment**

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.<sup>5</sup>

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a

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<sup>4</sup>This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

<sup>5</sup> FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

#### IV. TRAINING

Training costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information. Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

#### V. EXERCISES

Exercise costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

#### VI. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the [Preparedness Grants Manual](#) for more information.

#### VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50% personnel cap. For more information on the 50% personnel cap, please see FEMA [IB 421b](#). For more information about operational overtime costs for SHSP, UASI, and OPSG, please see the [Preparedness Grants Manual](#).

##### **Operational Overtime Costs for SHSP and UASI**

As stated in the [Preparedness Grants Manual](#), in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories in the authorized categories outlined in the [Preparedness Grants Manual](#). FEMA retains the

discretion to approve other types of requests that do not fit within one of these categories.

Except for an elevated National Terrorism Advisory (NTAS) alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. *Post-event operational overtime requests will only be considered on a case-by-case basis*, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.

### **Operational Overtime Costs for OPSG**

As stated in the [Preparedness Grants Manual](#), OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated in the [Preparedness Grants Manual](#).

## **VIII. TRAVEL**

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

## **IX. CONSTRUCTION AND RENOVATION**

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the [Preparedness Grants Manual](#) for more information.

## **X. MAINTENANCE AND SUSTAINMENT**

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the [Preparedness Grants Manual](#) for more information.

## **XI. CRITICAL EMERGENCY SUPPLIES**

Critical emergency supplies are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

## **XII. SECURE IDENTIFICATION**

Secure Identification costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

### **Allowable Cost Matrix**

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

<b>Allowable Program Activities</b>	<b>SHSP</b>	<b>UASI</b>	<b>OPSG</b>
<b>Allowable Planning Costs</b>			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y	N
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y	N
<b>Allowable Organizational Activities</b>			
<b>Note:</b> Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N



<b>Allowable Program Activities</b>	<b>SHSP</b>	<b>UASI</b>	<b>OPSG</b>
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the “.gov” domain	Y	Y	N
<b>Allowable Equipment Categories</b>			
Personal Protective Equipment	Y	Y	Y
<b>Allowable Equipment Categories</b>			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
General use vehicle acquisition, lease, and rental	N	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y	Y
Other Authorized Equipment	Y	Y	Y
<b>Allowable Training Costs</b>			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N

<b>Allowable Program Activities</b>	<b>SHSP</b>	<b>UASI</b>	<b>OPSG</b>
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
<b>Allowable Exercise Related Costs</b>			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
<b>Allowable Exercise Related Costs</b>			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
<b>Allowable M&amp;A Costs</b>			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y
<b>LETPA Costs</b>			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y	N

## E. Application Review Information

### 1. Application Evaluation Criteria

#### a. *Programmatic Criteria*

##### I. RISK METHODOLOGY

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, "Available Funding for the NOFO."

##### II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2023 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

**b. *Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability;
- ii. Quality of management systems and ability to meet management standards;
- iii. History of performance in managing federal award;
- iv. Reports and findings from audits; and/or
- v. Ability to effectively implement statutory, regulatory, or other requirements.

**c. *Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity

and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).

- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

## 2. Review and Selection Process

### a. *SHSP and UASI*

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

### **Additional Effectiveness Evaluation Criteria for the National Priority Areas**

FEMA will evaluate the FY 2023 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2023 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2023 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

**SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.**



To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2023 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

**b. OPSG**

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2023 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2023 Operations Orders to designated localities within border states and territories.

## **F. Federal Award Administration Information**

### **1. Notice of Award**

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#) as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at [Non-Disaster Grants Management System | FEMA.gov](#) along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

See the [Preparedness Grants Manual](#) for information on Notice of Award.

### **2. Pass-Through Requirements**

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

**Four criteria must be met to pass-through grant funds:**

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA’s commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

### **Timing and Amount**

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. “Receipt of the funds” occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAA’s are sent notification of HSGP awards via the GPD’s ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2023, while the period of performance dates for that award September 1, 2023, through August 31, 2026. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2023 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2023 would not affect the timing of meeting the 45-calendar day pass-through requirement.

### **Other SHSP and UASI Pass-Through Requirements**

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the

state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2023, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2023 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2023 funding.**

#### **Additional OPSG Requirements**

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

### **3. Administrative and National Policy Requirements**

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including:

- [EHP Compliance](#);
- [FirstNet](#);
- [NIMS Implementation](#); and
- [SAFECOM Guidance](#).

#### **a. DHS Standard Terms and Conditions**

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

**b. *Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at [External Civil Rights Division | FEMA.gov](#).

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

**c. *Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#) ([fema.gov](#)).

All GPD actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain

management standards or building code (44 CFR § 9.11(d)(6)). All GPD-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All GPD-funded critical actions in 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See [EO 11988, Floodplain Management](#), as amended by [EO 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#).

**Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process.** The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at [FEMA Form](#). Additionally, all recipients under this funding opportunity are required to comply with the [FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1](#).



**d. *National Incident Management System (NIMS) Implementation***

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA’s website at [NIMS Components - Guidance and Tools | FEMA.gov](#).

FEMA developed the [National Incident Management System Guideline for the National Qualification System](#) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at [National Incident Management System | FEMA.gov](#).

**e. *Emergency Communications Investments***

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECOM Guidance](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state’s or territory’s cybersecurity point of contact. SWIC status

- information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

#### 4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

#### 5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award. Failure to respond in this manner may result in funding holds on current and future awards until the requested information is provided.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

## **G. DHS Awarding Agency Contact Information**

### **1. Contact and Resource Information**

#### **a. *Program Office Contact***

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

#### **b. *Centralized Scheduling and Information Desk (CSID)***

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

#### **c. *Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov).

#### **d. *Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to [FEMA-CivilRightsOffice@fema.dhs.gov](mailto:FEMA-CivilRightsOffice@fema.dhs.gov).

#### **e. *Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov).

### **2. Systems Information**

#### **a. *Grants.gov***

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at [support@grants.gov](mailto:support@grants.gov).

**b. *Non-Disaster (ND) Grants***

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at [ndgrants@fema.dhs.gov](mailto:ndgrants@fema.dhs.gov) or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at [Non-Disaster Grants Management System | FEMA.gov](#).

**c. *Payment and Reporting System (PARS)***

FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email [ask-GMD@fema.dhs.gov](mailto:ask-GMD@fema.dhs.gov).

**H. Additional Information**

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

**1. Termination Provisions**

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

**a. *Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a

Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the [Preparedness Grants Manual](#).

**b. *With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

**c. *Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

**2. Program Evaluation**

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), [Pub. L. No. 115-435 \(2019\)](#) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

**3. Period of Performance Extensions**

Extensions to the period of performance for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with

the FEMA Preparedness Officer as needed when preparing an extension request. Please see the [Preparedness Grants Manual](#) for more information.

#### 4. Financial Assistance Programs for Infrastructure

##### a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and [Build America, Buy America Act Frequently Asked Questions \(FAQs\) | FEMA.gov](#). Additional information is found in [Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001](#).

##### b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.



For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA’s website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

**c. Definitions**

**Construction materials:** an article, material, or supply — other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

**Domestic content procurement preference:** Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

**Federal financial assistance:** Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of [the Robert T. Stafford Disaster Relief and Emergency Assistance Act](#) relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

**Infrastructure:** Infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

## Staff Report

**Subject:** Stormwater Master Plan Y1 Term Amendment #2  
**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes  
**Department:** Finance Department  
**Meeting Date:** 5/2/23  
**Item Description:** Consideration to ratify and approve the second term amendment of the Stormwater Master Plan Y1 agreement.

### Summary Recommendation:

Staff is requesting ratification and approval of the second term amendment of the Stormwater Master Plan Y1 agreement. The agreement amendment extends the term to complete task deliverables from March 31, 2023 to September 30, 2023.

### Executive Summary:

The DNR Coastal Incentive Grant was awarded to support the creation of a Stormwater Master Plan. The agreement extension is needed because all task deliverables have not been fully completed by Pond at this time, due to an expansion of original project scope.

### Background:

1. The awarded funding amount was \$80,000.
2. The cost share was \$80,010.

### Alternatives for Commission to Consider:

1. Approve the ratification and approval of the Stormwater Master Plan Y1 agreement amendment.
2. Do not ratify and approve the Stormwater Master Plan Y1 agreement amendment.
3. Provide Staff with Direction.

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the ratification and approval of the Stormwater Master Plan Y1 agreement amendment.

### Other Alternatives:

N/A

### Department Review: *(list departments)*

Finance

**Funding Source:**

**Attachments:**

Georgia Coastal Incentive Grant Award Agreement Cycle 24 / Amendment #2

GEORGIA COASTAL INCENTIVE GRANT AWARD AGREEMENT  
CYCLE 24

Stormwater Master Plan Y1

AMENDMENT # 2

Pursuant to the terms outlined in section (D) TERM and section (Z) CONTRACT INTERPRETATION of the "COASTAL INCENTIVE GRANT AWARD AGREEMENT CYCLE 24," between the Georgia Department of Natural Resources, COASTAL RESOURCES DIVISION and the Effingham County Board of Commissioners ("Sub-grantee") for the Award entitled " Stormwater Master Plan Y1", dated Aug. 20, 2021, the following changes are made part of the Agreement:

Section A. TERM is hereby amended to extend the end date of the Award Agreement from March 31, 2023 to September 30, 2023.

IN WITNESS WHEREOF, the parties have executed this Amendment # 2 as of the 6th day of March, 2023.

Georgia Department of Natural Resources, Coastal Resources Division

By: \_\_\_\_\_  
Doug Haymans, Director

Effingham County Board of Commissioners (Sub-grantee)

By: Wesley M. Corbitt  
Name Wesley M. Corbitt  
Title Chairman-at- Large

**Staff Report**

**Subject:** Assemblage Permit (Third District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** April 04, 2023  
**Item Description:** Consideration to approve an Assemblage Permit for Sonja Hall-Johnson to hold a “Block Party” on Saturday, September 2, 2023 at 3:00PM. Located on Standard Lane. **Map# 366C Parcel# 15,56 through Map# 366C Parcel# 11B01**

**Summary Recommendation**

Staff recommends approval for an Assemblage Permit for Sonja Hall-Johnson to hold a “Block Party” on Saturday, September 2, 2023 at 3:00PM.

**Executive Summary/Background**

- The event is a small scale community celebration of neighboring residents
- The applicant wishes to block access to Standard Lane from north of Oakton Drive to Wallace Drive.
- Closure of this 0.1-mile section of Standard Lane will allow residents to move about safely without the passage of commuter traffic.

**Alternatives**

**1. Approve** an Assemblage Permit for Sonja Hall-Johnson to hold a “Block Party” on Saturday, September 2, 2023 at 3:00PM, with the following conditions:

1. The applicant shall submit (to the Zoning Office) a petition with signatures of support from no less than 70% of home owners within the closed street area.
2. The road closure may not block an intersection or otherwise extend beyond the approved section of Standard Lane.
3. The applicant shall coordinate with the Sheriff’s Office for appropriate notification and signage (closure, and detour in necessary) for the road closure, or guidance pertaining to obtaining such, and adhere to any additional instruction from the Sherriff’s Office regarding public safety.
4. The road closure permit shall expire at 8:00PM or dusk, whichever occurs first.

**2. Deny** an Assemblage Permit for Sonja Hall-Johnson to hold a “Block Party” on Saturday, September 2, 2023 at 3:00PM.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Assemblage Permit Application 2. Site Map



APPLICANT NAME: Sanja Hall-Johnson  
MAILING ADDRESS: 514 Stokes Ave Rincón, Ga.  
PHONE: (912) 655-5841  
PIN# (FOR SITE LOCATION): Map# 366C-9A, 10A, 11B01 366-15, 56 Parcel# 366-24, 25, 26, 27, 28, 29

### ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to Sanja Hall-Johnson to hold a public gathering in the County of Effingham on September 2, 2023 at 3 ~~am~~/pm. The gathering is to be held at said location known as Standard Ln Springfield, Ga.

DESCRIPTION OF EVENT: Neighborhood reunion / Block party

SPECIAL CONDITIONS: Road block past Standard Ln trailer park entrance to the stop sign past Browns' Residence

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

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

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

\_\_\_\_\_  
ZONING ADMINISTRATOR  
EFFINGHAM COUNTY

\_\_\_\_\_  
DATE

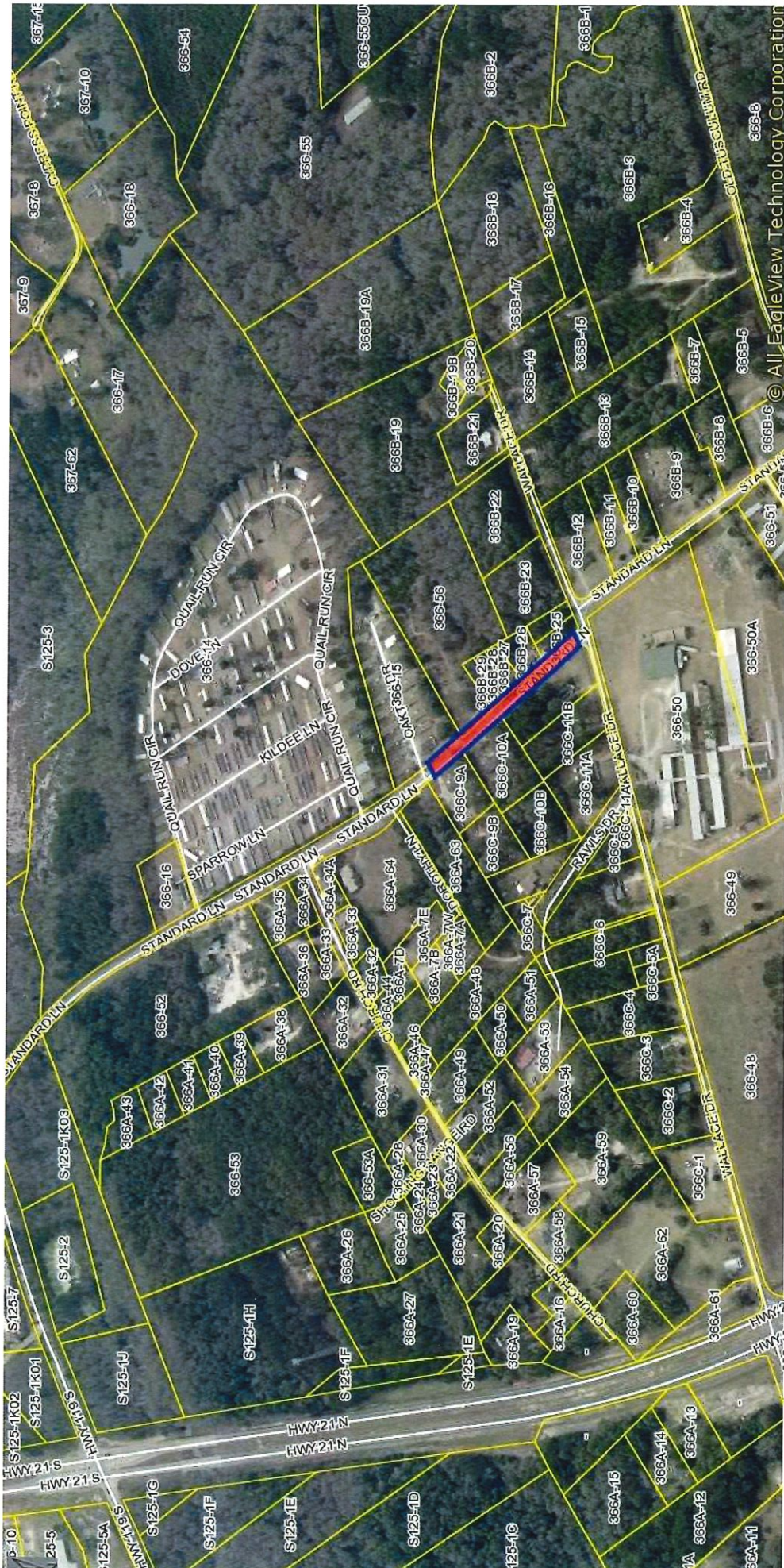
DATE AUTHORIZED BY  
EFFINGHAM COUNTY BOARD OF COMMISSIONERS: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

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



# Standard Lane





## Staff Report

**Subject:** Rezone (Second District)  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** requests to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549-unit single family and multi-family residential development. Located on Midland Road. **Map# 396 Parcels# 62, 62A**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 288.36 acres from **AR-1 and I-1** to **R-3 (multifamily (townhome) residential) and R-5 (single family residential)** to allow for the development of a single and multi-family residential subdivision, 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.
- Applicant has submitted a request to recombine two parcels and subdivide pursuant to *R-3 Multifamily Residential Districts* and *Sec. 5.17. R-5 Single Family Traditional Neighborhood Residential districts*.
- 396-62A was rezoned for a surface mine on May 19, 2020. Mining has not commenced.
- The 549-unit development (140 multifamily units and 409 single family units) may be served by county water, sewer, and reuse. Extensions of water sewer, and reuse lines to the development site are the responsibility of the applicant.
- Gross density is 549 units on 288.36ac = ~1.9 units per acre.
- **R-5** gross density is ~2.3 units per acre; net density is ~2.7 units per acre;
- **R-3** gross density is ~6.2 units per acre; net density is ~8.25 units per acre.
- Open space (R-5: 23.25ac + R-3: 5.26ac) is above the required 15% of net buildable area.
- Amenities will include activity fields, pool area, and pocket parks throughout the development. There will be a minimum 15' vegetative buffer around the perimeter of the development.
- Proposed paving width: 28'. The development includes road stub-outs to adjacent parcels on the north and east property boundaries. A single entrance to Midland Rd is proposed.
- At the November 28 pre-application meeting, and in follow up emails, staff provided input on requirements for open space, access management, and utilities. We met again on February 6 to discuss utilities and access management.
- Portions of these parcels are in flood zone A. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The scale of the proposed development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3904); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and is completing a report of findings.
- The project is not consistent with the regional future land use map, which designates the area as rural. According to the regional plan, rural areas are not expected to urbanize or require urban services in the next 20 years.
- The project is not consistent with the county Future Land Use map. The area is designated for Agriculture, which includes uses such as farming, livestock, timber harvesting, or recreation. However, roundabouts are in design for Hwy 30 and Bluejay road, and water & sewer is available on Hwy 30.
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for denial. The motion was seconded by Mr. Peter Higgins, and carried unanimously.

- On February 27, the applicant requested postponement to the April 4 Board agenda. At the April 4, the Board of Commissioners held the public hearing, and tabled the rezoning decision to the May 2 meeting, to allow for the District 2 commissioner to be present.

**Alternatives**

- 1. Approve** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, with the following conditions:
  - A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
  - Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
  - A Sketch Plan must be approved before site development plans are submitted.
  - Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  - A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
  - All wetland impacts must be approved and permitted by USACE
  - A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- 2. Deny** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

- Attachments:**
- |  |                      |
|--|----------------------|
| 1. Rezoning application and checklist  | 4. Deed              |
| 2. Ownership certificate/authorization | 5. Aerial photograph |
| 3. Plat                                |                      |

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

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

Applicant/Agent: Bryant Ligon, BRD Land and Investment, GP

Applicant Email Address: bligon@coastalcdev.com

Phone # 919-801-0618

Applicant Mailing Address: 234 Kinsley Park Drive, Suite 110

City: Fort Mill State: SC Zip Code: 29715

Property Owner, if different from above: T and T 9G, LLC

*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): Wmcdonald@fwforstry.com

Phone # \_\_\_\_\_

Owner's Mailing Address: P.O. Box 295

City: Springfield State: GA Zip Code: 31329

Property Location: Midland Road

Proposed Road Access: Midland Road

Present Zoning of Property: AR-1 & I-1 Proposed Zoning: R-5 & R-3

Tax Map-Parcel # 03960062A00 Total Acres: 288.36 ac Acres to be Rezoned: R-5 = 271.36 ac  
03960062 R-3 = 17.00 ac

Lot Characteristics: \_\_\_\_\_

**WATER**

**SEWER**

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: To support the housing needs of south Effingham County.

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

North AR-1 South AR-1, AR-2, R-1 East AR-1 West AR-1

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

Vacant

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

No. The proposed development will have positive impact to the counties economy

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

The property will be developed Single Family Detached and Townhome Neighborhood with amenities, open space, and off street parking areas along with conservation areas.

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

To the north of the subject property the area is generally vacant undeveloped property. To the south there are several single family residential developments

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

The proposed use fits the development pattern in the area along Hwy 30 and South Effingham County and will be compatible with the existing neighborhoods and development in the area.

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:

DocuSigned by:  530034AFBF83410...

Date 1/12/2023





Completed Development Standards Submittal Form and Checklist  
to be attached to applications to rezone to the  
**R-5: Single Family Traditional Neighborhood Design District.**

Proposed Name of Project T&T Property

Name of Applicant/Agent Mr. Bryant Ligon, BRD Land and Investment, GP

Phone 919-801-0618 Email bligon@coastalcdev.com

Water provider Effingham Sewer provider Effingham Capacity letter included YES / NO

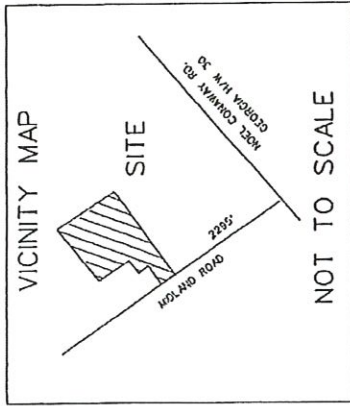
Tax map & parcel # 03960062A00 & 03960062

Total acreage of property 288.36 acres Acreage to be developed 168.77 acres

Current Zoning AR-1 & I-1 Proposed Zoning R-5 & R-3

### Requirements to be shown on concept plan

Office Use	Applicant Use	
<b>Planned Single-Family Home Communities – lot and building requirements</b>		
	X	1. Maximum lot coverage is 45%
	X	2. Minimum lot size is 6,600sq. ft.
	X	3. Minimum lot width 50'
	X	4. Minimum front setback 15' Minimum side setback 7.5' (or 3', provided minimum separation of 15 feet is maintained) Minimum rear setback 25' Minimum side setback (street) 15'
	X	5. Common outdoor open space: 15% net usable acreage. Show proposed amenities & features (greenspace, pavilion, pool, path, etc.)
<b>Subdivision Design Requirements – Roads, Curb &amp; Gutter, Sidewalks, Buffers</b>		
	X	1. Roads and ROW: -1a. Proposed road width 22' (no parking; show alley access to houses) -1b. Proposed road width 36' (show parking on both sides) -1c. Proposed road width 28' (show parking designated on one side only)
	X	2. Curb & Gutter, with min. 4' sidewalks
	X	3. Proposed lots platted parallel to arterial, collector, or local road right-of-way (see <b>Appendix A</b> ) -3a. Show 20' landscaped strip and a residential street, with residential lot facing ROW -3b. Show 30' vegetative buffer, with rear yard facing ROW
	X	4. Two (2) off street parking spaces per dwelling PLUS one (1) space per five (5) dwelling unit overflow parking
<b>Development Standards-Design Elements</b>		
	X	1. Description of proposed exterior finish materials from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9a</i>
	X	2. Description of proposed design features from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9b</i> (totaling at least 4 points)  ___ Dormers (functional or false) (1 point) ___ Gables (1 point) ___ Recessed entries (1 point) ___ Covered front porches, at least six (6) feet in depth (2 points) ___ Pillars or posts (1 point) ___ Two or more brick masonry pattern bond treatments (1 point) ___ Side or rear loaded garage or carport (3 points) ___ Bay windows (minimum twenty-four (24) inch projection) (1 point)
	X	3. Description of façade characteristics: - Proposed total of garage façade (maximum 40%) - Proposed front façade wall design (minimum 20% shall be windows and doors) - Proposed roof overhang (minimum 12 inches, excluding porches and patios)
	X	4. Description of proposed landscaping from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9f</i>



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

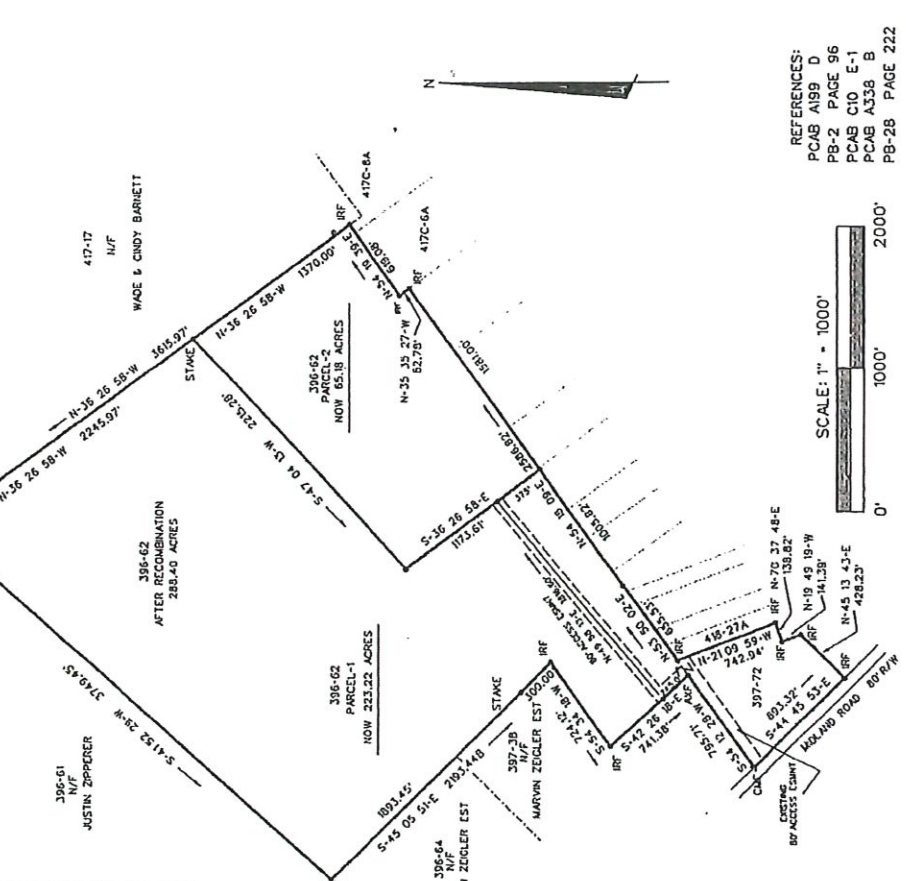
APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION, SPECIFIC BUILDING SITES REQUIRE ADDITIONAL REVIEW AND APPROVAL.

*Approved 2/13/20*  
DIRECTOR

SURVEY FOR  
T&T9G LLC  
A RECOMBINATION SURVEY OF  
TWO PARCELS, THEN A DIVISION  
OF THE TOTAL AREA.  
LOCATED IN THE 1559TH. G.M.D.  
EFFINGHAM COUNTY, GEORGIA  
SURVEYED 25 NOV 2019  
PLAT DRAWN 25 NOV 2019  
TANT.DCN NOV 2019

NOTE: SUBJECT PROPERTY IS A REDRAWING OF MAP & PARCEL 397-72 & 396-62 OF THE EFFINGHAM CITY. TAX ASSESSORS FILE, METES AND BOUNDS TAKEN FROM PLATS BOOK 2 PAGE 96 AND BOOK 28 PAGE 222

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)



REFERENCES:  
PCAB A199 D  
PB-2 PAGE 96  
PCAB C10 E-1  
PCAB A338 B  
PB-28 PAGE 222

NOTE: SUBJECT PROPERTY IS A REDRAWING OF MAP & PARCEL 397-72 & 396-62 OF THE EFFINGHAM CITY. TAX ASSESSORS FILE, METES AND BOUNDS TAKEN FROM PLATS BOOK 2 PAGE 96 AND BOOK 28 PAGE 222

LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 3/4" REBAR SET
- PL PROPERTY LINE
- CMF CONC. MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 124.000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.  
736 SANDY RIDGE ROAD  
STYLVANIA, GEORGIA 30467  
PH. (912) 823 3972

SURVEYORS CERTIFICATION

I/We, the undersigned, being duly sworn, certify that this plat was prepared by a duly licensed and approved surveyor, and that the same is a true and correct copy of the original as shown to me. Such approval or affirmations should be confirmed with the undersigned. This plat is to be used only for the purpose for which it was prepared and no part thereof shall be used for any other purpose without the written consent of the undersigned. I/We, the undersigned, being duly sworn, certify that this plat complies with the provisions of the Code of Official Code of Georgia Annotated, Title 47, Chapter 2, Article 1, Section 1-1, and the rules and regulations of the State Board of Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 47-2-17.



*Adolph N. Michelis*  
DATE: 11-20-19



2. THE SITE OF THIS SUBMITTAL IS NOT ON A MAP OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY AND SHALL BE A SPECIAL ROADWAY AS SHOWN ON THE PLANNED FUTURE ROADWAY MAP AS AVOIDED FROM EXISTING STATE HIGHWAY NUMBER 201. THE ROADWAY SHALL BE SUBJECT TO THE DESIGN AND CONSTRUCTION OF A ROADWAY IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY MAP AND SHALL BE SUBJECT TO THE DESIGN AND CONSTRUCTION OF A ROADWAY IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY MAP.

3. THE PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY MAP AND SHALL BE SUBJECT TO THE DESIGN AND CONSTRUCTION OF A ROADWAY IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY MAP.

4. THE PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY MAP AND SHALL BE SUBJECT TO THE DESIGN AND CONSTRUCTION OF A ROADWAY IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH GEORGIA STATE PLANNED FUTURE ROADWAY MAP.

**PROPOSED LAND USES**

R-1 SINGLE-FAMILY TRADITIONAL NEIGHBORHOOD

LOT SIZE: 50 X 142

LOT SIZE: 40 X 142

MANUAL DENSITY: 170

PROPOSED DENSITY: 230 DU/AC

R-2 MULTY-FAMILY TOWNHOMES

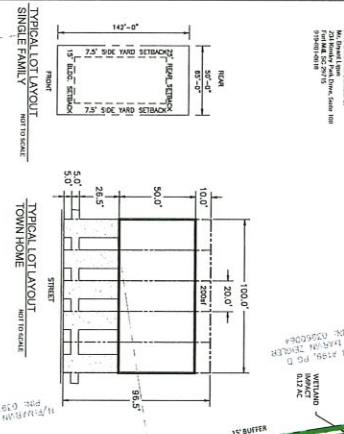
MANUAL DENSITY: 140

PROPOSED DENSITY: 230 DU/AC

TOTAL PROPOSED UNITS: 540

**DEVELOPER INFORMATION**

Site: T&T Property  
 210 North Hill Street, Suite 100  
 Marietta, GA 30066  
 770-428-7000



**DEVELOPMENT REQUIREMENTS**

FRONT SETBACK: 5' MINIMUM

REAR SETBACK: 25' MINIMUM

SIDE SETBACK: 10' MINIMUM

MINIMUM LOT WIDTH: 50'

MINIMUM LOT AREA: 5,000 SF

MINIMUM LOT COVERAGE: 40%

MINIMUM LOT WIDTH: 50'

MINIMUM LOT AREA: 5,000 SF

MINIMUM LOT COVERAGE: 40%

MINIMUM LOT WIDTH: 50'

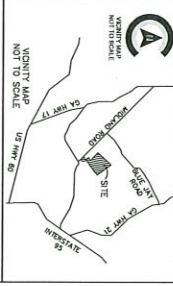
MINIMUM LOT AREA: 5,000 SF

MINIMUM LOT COVERAGE: 40%

MINIMUM LOT WIDTH: 50'

MINIMUM LOT AREA: 5,000 SF

MINIMUM LOT COVERAGE: 40%



**CONCEPTUAL PLAN**

**T & T PROPERTY**

PREPARED FOR: COASTAL CORNERSTONE DEVELOPMENT

LOCATED IN EFFINGHAM COUNTY, GEORGIA

**NOT FOR CONSTRUCTION**

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

**COLEMAN COMPANY**  
 ENGINEERS • SURVEYORS  
 200 North Hill Street, Suite 100, Marietta, GA 30066  
 770-428-7000

**JOHN SUAREZ: 22-331**

**DRAWN BY: 01/11/2018**

**CHECKED BY: AS NOTED**

**SCALE: CONCEPTUAL PLAN**

**SHEET: CP1.0**



Fiber Cement Siding





R-5 Design Elements

Dormers



Gables



Recessed entries



Covered front porches, at least six (6) feet in depth





Pillars or posts



Bay windows (minimum twenty-four (24) inch projection)



Side loaded garage or carport



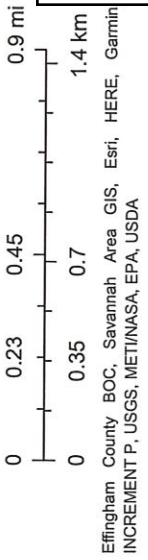


396-62&62A



2/17/2023

1:31,598



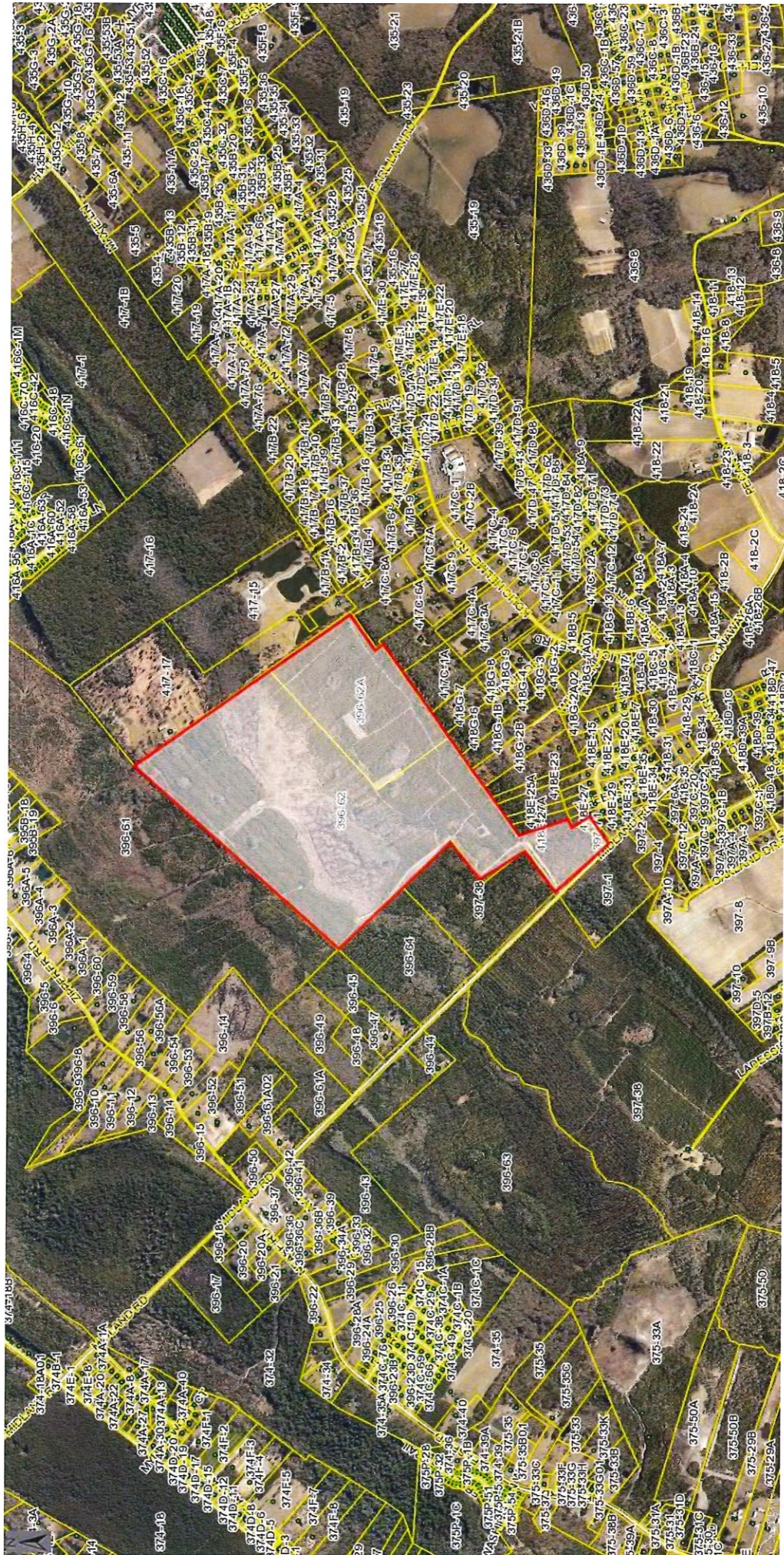
- Tax Parcel Labels Future Land Use - Plan Date 10/1/2019
- Agriculture
  - Commercial
  - Conservation/Recreation
  - Industrial
  - Public/Institutional
  - Residential
  - Transportation/Utilities
  - Undeveloped

Item X. 2.

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



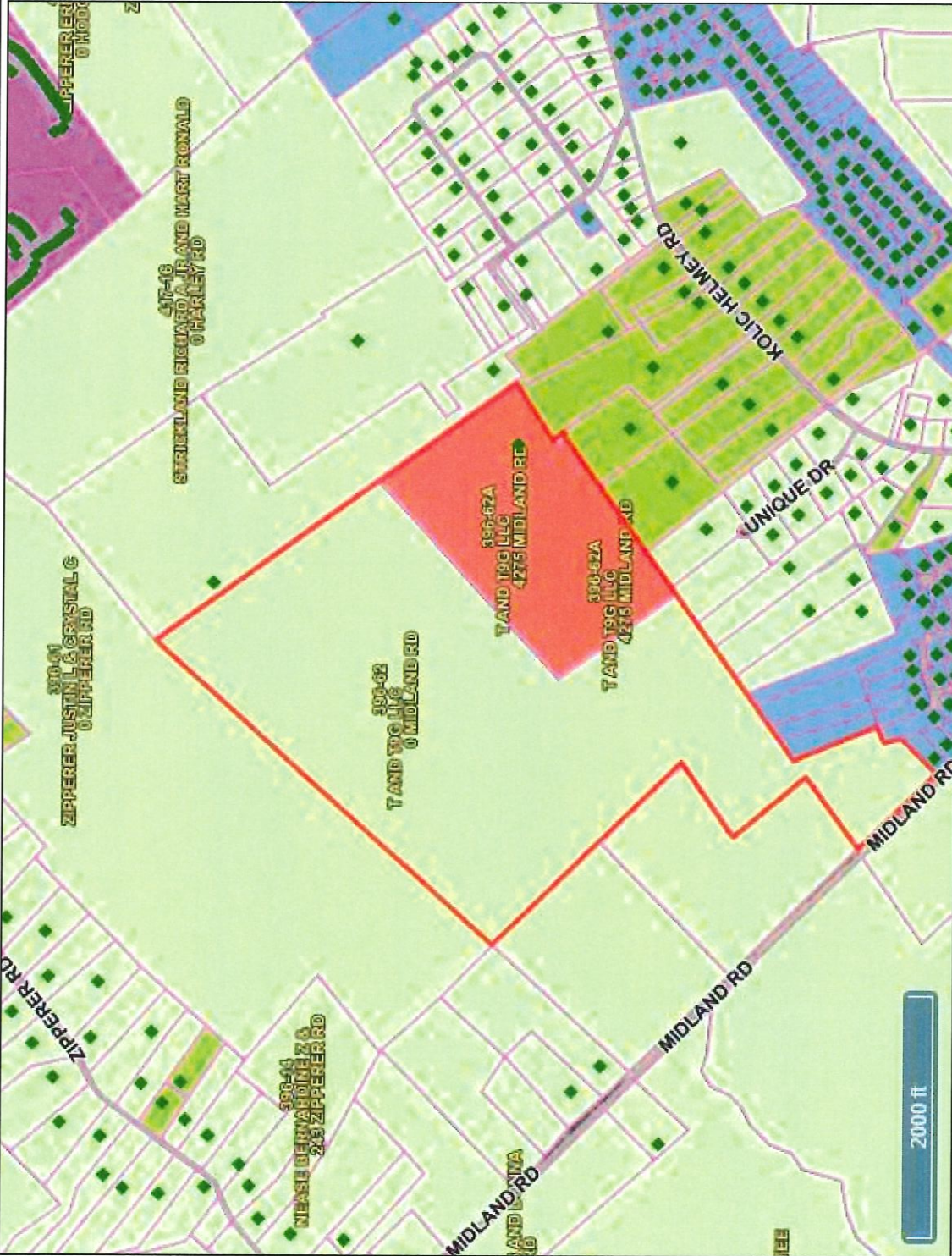
# 396-62&62A



Item X. 2.



# 396-62&62A



- Legend**
- ◆ Address Points
  - Tax Parcels With Labels
  - Zoning
    - AR-1
    - AR-2
    - R-1
    - R-2
    - R-3
    - R-4
    - R-5
    - R-6
    - B-1
    - B-2
    - B-3
    - I-1
    - FH
    - CP
    - PD
    - Other
  - Road Names
  - Road Centerlines

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

18 Jan, 2023



2000 ft



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_

X

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from AR-1 & I-1 to R-5 & R-3 zoning.

- Yes  No? 1. Is this proposal inconsistent with the county’s master plan?
- No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- 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?
- 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?
- No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- No? 7. Are nearby residents opposed to the proposed zoning change?
- No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Deny

BKS 2/22/23



9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL RET

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from AR-1 & I-1 to R-5 & R-3 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?  
—

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

RET

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL           

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from AR-1 & I-1 to R-5 & R-3 zoning.

DB

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL \_\_\_\_\_

DISAPPROVAL X

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP** – (Map # 396 Parcels # 62&62A) from AR-1 & I-1 to R-5 & R-3 zoning.

- Yes  No? 1. Is this proposal inconsistent with the county's master plan?
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1 single point of access



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** requests to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549-unit single family and multi-family residential development. Located on Midland Road. **Map# 396 Parcels# 62, 62A**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 288.36 acres from **AR-1 and I-1** to **R-3 (multifamily (townhome) residential) and R-5 (single family residential)** to allow for the development of a single and multi-family residential subdivision, 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.
- Applicant has submitted a request to recombine two parcels and subdivide pursuant to *R-3 Multifamily Residential Districts* and *Sec. 5.17. R-5 Single Family Traditional Neighborhood Residential districts*.
- 396-62A was rezoned for a surface mine on May 19, 2020. Mining has not commenced.
- The 549-unit development (140 multifamily units and 409 single family units) may be served by county water, sewer, and reuse. Extensions of water sewer, and reuse lines to the development site are the responsibility of the applicant.
- Gross density is 549 units on 288.36ac = ~1.9 units per acre.
- **R-5** gross density is ~2.3 units per acre; net density is ~2.7 units per acre;
- **R-3** gross density is ~6.2 units per acre; net density is ~8.25 units per acre.
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- Amenities will include activity fields, pool area, and pocket parks throughout the development. There will be a minimum 15' vegetative buffer around the perimeter of the development.
- Proposed paving width: 28'. The development includes road stub-outs to adjacent parcels on the north and east property boundaries. A single entrance to Midland Rd is proposed.
- At the November 28 pre-application meeting, and in follow up emails, staff provided input on requirements for open space, access management, and utilities. We met again on February 6 to discuss utilities and access management.
- Portions of these parcels are in flood zone A. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The scale of the proposed development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3904); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and is completing a report of findings.
- The project is not consistent with the regional future land use map, which designates the area as rural. According to the regional plan, rural areas are not expected to urbanize or require urban services in the next 20 years.
- The project is not consistent with the county Future Land Use map. The area is designated for Agriculture, which includes uses such as farming, livestock, timber harvesting, or recreation. However, roundabouts are in design for Hwy 30 and Bluejay road, and water & sewer is available on Hwy 30.
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for denial. The motion was seconded by Mr. Peter Higgins, and carried unanimously.

- On February 27, the applicant requested postponement to the April 4 Board agenda. At the April 4, the Board of Commissioners held the public hearing, and tabled the rezoning decision to the May 2 meeting, to allow for the District 2 commissioner to be present.

**Alternatives**

- 1. Approve** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, with the following conditions:
  1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
  2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
  3. A Sketch Plan must be approved before site development plans are submitted.
  4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
  6. All wetland impacts must be approved and permitted by USACE
  7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- 2. Deny** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment



AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
396-62&62A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
396-62&62A

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, BRYANT LIGON, BRD LAND AND INVESTMENT, GP has filed an application to rezone two hundred eighty-eight and thirty-six hundredths (288.36) +/- acres; from AR-1 & I-1 to R-5 & R-3 to allow for a residential subdivision; map and parcel number 396-62&62A, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 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 February 1, 2023; and

IT IS HEREBY ORDAINED THAT two hundred eighty-eight and thirty-six hundredths (288.36) +/- acres; map and parcel number 396-62&62A, located in the 2<sup>nd</sup> commissioner district is rezoned from AR-1 & I-1 to R-5 & R-3, with the following conditions:

1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
3. A Sketch Plan must be approved before site development plans are submitted.
4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
6. All wetland impacts must be approved and permitted by USACE
7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Approval of Change Order 1 to Pond & Company for Baker Park Improvements - Task Order 23-REQ-002 (tabled from April 18, 2023 meeting)

**Author:** Alison Bruton, Purchasing Agent

**Department:** Parks & Landscaping

**Meeting Date:** April 18, 2023

**Item Description:** Change Order 1 for Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements

**Summary Recommendation:** Staff recommends approval of Change Order 1 of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services for \$55,140.00

### Executive Summary/Background:

- Task Order 23-REQ-002 was issued to Pond to design/engineer the upgrades needed for Baker Park, and to provide bidding/construction management services for those improvements.
- Change Order 1 includes two additional services:
  - Provide additional survey along Courthouse Road to SR 21 regarding public utilities to the park.
  - Restroom/Concession building design services beyond original scope
- Original Contract Total – \$114,788.80
  - Change Order - \$55,140.00
  - New Contract Total - \$169,928.80

### Alternatives for Commission to Consider

1. Approval of Change Order 1 of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services for \$55,140.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Parks & Landscaping, County Manager, Purchasing

**Funding Source:** 2017 SPLOST

**Attachments:** Change Order 1 of Task Order 23-REQ-002

# Change Order # 1

Project: Task Order 23-REQ-002

Contract Date: October 4, 2022

Change Order Effective Date: April 18, 2023

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

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

ITEM NO.	DESCRIPTION	Total
Task 1	Additional Survey	\$12,190.00
Task 2A	Building Concept Design	\$5,568.00
Task 2B	Building Design Development	\$9,280.00
Task 2C	Building Construction Documents and Permitting	\$22,272.00
Task 2D	Construction Observation Services (Billed Hourly NTE)	\$5,830.00
	<b>TOTAL</b>	

The original Contract Sum was.....\$ 114,788.80  
 Net change by previously authorized Change Orders.....\$ 0  
 The Contract Sum prior to this Change Order was.....\$ 114,788.80  
 The Contract Sum will be increased by this Change Order.....\$ 55,140.00  
 The new Contract Sum including this Change Order will be.....**\$ 169,928.80**

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 POND & Company  
 49 Park of Commerce Way, Suite 203  
 Savannah, GA 31405

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

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

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

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

49 Park of Commerce Way, Suite 203 T: 912.704.6985  
Savannah, Georgia 31405 www.pondco.com

March 31, 2023

Alison Bruton, Purchasing Agent  
804 S Laurel St  
Springfield, GA 31329  
Email: [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)  
Phone: (912) 754-2159 Ext: 4572

**RE: Baker Park Change Order 01 – Additional Survey and Architectural Design Services**

Dear Ms. Bruton,

The County has requested additional services from Pond as follows:

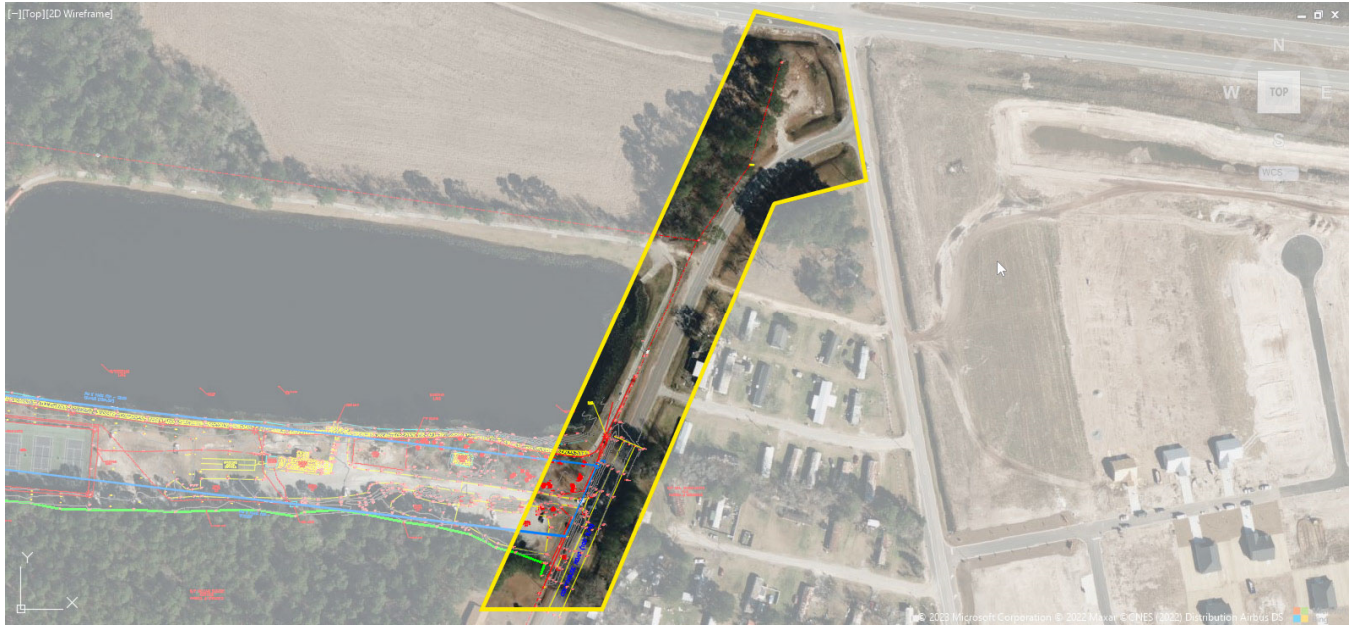
- 1. To provide additional survey along Courthouse Rd to State Road 21 for the use of locating a run of public utility service(s) to the park.
- 2. Restroom/Concession building design services beyond the original scope of the project.

**Task 1 – Additional Survey**

As a sub-consultant to Pond, TR Long Engineering will provide the additional survey as defined in the limits of work exhibit below. The survey will include topography/existing conditions as well as Subsurface Utility (SUE) Level B location data.

**Limits of Work**

General survey area along Courthouse Rd.



## Task 2 – Restroom / Concession Building Design

- A. Concept Design (25%)
  - a. Pond to provide Client with conceptual floorplan layout for the restroom building.
  - b. It is assumed that the building will be approximately 1500 square feet.
    - i. Additional program requests may result in additional fees.
  - c. Pond will provide a proposed materials palette and archetypal imagery for Client review and comment.
  - d. Pond to organize one virtual meeting to discuss floorplan and materials palette with Client representatives.
    - i. Pond to adjust floorplans and palette based on meeting discussions.
  - e. Pond to send updated concept to Client representatives.
    - i. This proposal assumes one additional round of edits based on Client feedback.
- B. Design Development (60%)
  - a. Once Client approves the floorplan, Pond will move into the design development phase for the building.
  - b. Deliverables for this phase shall include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
  - c. The 60% set will be provided to the Client for review and feedback.
    - i. This proposal includes one virtual meeting to discuss 60% design.
    - ii. Pond will incorporate comments from client.
- C. Construction Documents and Permitting (100%)
  - a. Once the Client has approved the 60% set, Pond will proceed with Construction Documents.
  - b. Deliverables for this phase will include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
    - viii. Building and Wall Sections
    - ix. Details
    - x. Finishes Schedule
    - xi. Structural Notes
    - xii. Foundation Plan
    - xiii. Structural/Framing Details
    - xiv. MEP Plans and Details associated with the building.
  - c. 90% Plans will be provided to the Client for review and comment as well as submitted for permit.
  - d. 100% plans will be issued upon incorporation of any Client or building permit comments and acceptance of plans by Client through issuance of permit.
- D. Construction Administration
  - a. Pond will respond to RFI's and submittals related to the additional architectural scope.
  - b. Pond will attend site meetings related to the additional architectural scope.

### Conditions / Exclusions:

- Conditions and exclusions from original scope still apply unless specified in the additional services above.



- Specifications will be included on the plans. Written specifications are not included in this scope.
- The County will be responsible for all application, bond, and permit fees.
- Heating and ventilating HVAC scope for the restrooms only.
- Stand-alone controls based on occupancy sensor or wall switch.
- Design will include domestic, sanitary and vent systems to support 4-6 water closets.
- Design includes necessary Power, Lighting and Lighting Controls.
- Design excludes Telecommunications, Electronic Security and Lightning Protection.
- Redesign and/or permit revision/resubmittals after initial permit review approval is obtained is not included.
- Any redesign, including due to client direction, as-built analysis, or unforeseen conditions may incur additional cost.
- As-builts and record drawings are to be the Contractor's responsibility and are excluded from this proposal.

### Fee Proposal

Task 1 – Additional Survey	\$12,190.00
Task 2A – Building Concept Design	\$5,568.00
Task 2B – Building Design Development	\$9,280.00
Task 2C – Building Construction Documents and Permitting	\$22,272.00
Task 2D – Construction Observation Services (Billed Hourly Not to Exceed)	\$5,830.00
<b>TOTAL ADD SERVICES</b>	<b>\$55,140.00</b>

### Notice-to-Proceed

Upon approval of this Change Order request, Pond will proceed with the services as described.

Sincerely,

Matthew Wilder, PLA, ASLA  
Vice President

Melissa Phillips  
Client Liaison

## Meeting Minutes

**Date of Meeting:** 2/16/23

**Topic:** Baker Park Restroom Building

**In Attendance:** Angela, Seth, Tim, Mitchell, Mellissa

### **Minutes:**

- County determined that the current state of the restroom is poor and it would be better to start fresh with a new building with an anticipated 50 year shelf life. Cost will be an important factor.
- Seth expressed a desire to follow a standard currently being set on another county building where the red iron was painted black. More details on this building will be needed.
- Mitchell offered to gather some example buildings and their budgets and to schedule a meeting to review. Pond will need to draft an additional service for this new building to include its design, material selection, construction documents, etc.
- Angela shared that efforts are being made on the adjacent property line and she will be in touch with David soon.
- Concept two was approved with the existing well remaining in place and the parking lot being shifted north to accommodate. David agreed and will begin editing the site plan immediately.
- David shared that additional survey will be required along Courthouse Road to State Road 21 for utilities and will put a scope together for Angela's review.
- It was also expressed that the county will be looking to Pond to help continue to build a guiding style for its parks as it relates to materials and finishes. Additional scope will be provided for this effort.

### **Next Steps:**

1. Mitchell to gather example buildings and their budgets to begin discussions.
2. David to begin editing site plan per direction.
3. Additional services will be drafted for restroom building design, courthouse road survey, and guiding style exhibits.

# Baker Park Improvements Existing Facilities Assessment



Date Visited:  
November 1, 2022  
Existing Facilities Assessment

## Table of Contents

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## Statement of purpose

The existing facility assessment is performed as a resource to observe existing conditions as it relates to the scope of work for renovation, upgrades, and additions. The site visit was organized by David Schmidt with Pond and Company as the design consultant and attended by Effingham County staff and project manager Angela Stanley. County manager Timothy Callanan was also present and was very helpful in sharing his thoughts throughout the assessment to help gain feedback from the attending county staff on both the state of the existing facilities as well as program elements he would like to see incorporated into the design.

A complete walk of the site was performed visiting key areas of interest throughout the park. Pictures were taken to help document the assessment and have been provided below. The following is a list of items discussed as well as client supplied documents to assist the design team moving forward.

49 Park of Commerce Way, Suite 203 T: 912.704.6985  
Savannah, Georgia 31405 www.pondco.com

**Project:** Baker Park Improvements  
**Project No.:** 1220746  
**Date:** November 1, 2022  
**Time:** 1:30-3:00  
**Address:** 216 Courthouse Road Ext., Springfield, GA. 31329

**Evaluators:**

David Schmidt, Pond	Angela Stanley, External
Ashley Rivera, Pond	Seth Zeigler, External
Melissa Phillips, Pond	Jamie Stuckey, External
	Timothy Callanan, External
	Jeff Lonon, External
	Carl Palumbo, External

## Executive Summary

### Conditions

#### Site Conditions

Baker Park has 10 locations that were visited during this assessment. The report below highlights key concerns and condition reviews.

#### Structure/ Exterior / Cladding

The structures of the locations are detailed out in these reports. Areas of concern were identified based on client suggestions.

#### Interior

The restrooms were open to capture snapshots of the conditions, fixtures, and finishes. The report below expands on the overall experience.

#### Fixtures

Exterior light pole, external outlets and electrical box locations are noted in combination with the locations and their conditions in the following report.

#### Finishes

Much of the finishes are designed for high traffic and usage. The below reports identify some conditions based on their site locations.



## SITE CONDITIONS

### General Observations

McCall Park located on McCall Road near the intersection of McCall Rd. and Hwy 21 was shared as an appropriate project to reference for the design of Baker Park. Weather and other seasonal elements have played a role in degrading the existing restroom, pavilion, and grilling stations at Baker Park.

### Park Entrance/ Parking/ Features

#### 1. Structure/ Exterior

- a. The park entry is currently situated at the Southeast corner of the property boundary. Vehicles enter East to West from Courthouse Road onto a gravel road through a galvanized chain link fence. Overhead powerlines run the length of the East property boundary. Two existing culverts exist with the southernmost one being favored for the future entry abandoning the current entry location. An existing swale was observed along Courthouse Road and will need to be accounted for in the future design. The park does not currently have a monument sign. The client has expressed adding one at the park entrance as well as one on highway 21.
- b. Parking areas are crushed gravel or crushed concrete. The largest parking area is just inside the entry located along the south property boundary. No pavement markings or directional signage was observed. 4"x4" white posts are currently being used to delineate parking boundaries. A culverted swale separates the parking from the entry drive. No sidewalk has been observed connecting the surrounding neighborhoods to the park. Large mature shade trees align the driveway and will need to be protected during construction
- c. The park currently has galvanized chain link fencing along Courthouse Road. The client has expressed an interest in removing this fence and replacing with stained wooded rail fence matching that found at McCall Park. The northwest portion of the property has an adjacent private property with approximately 850' of barb wire fencing. Being that this barb wire is on the private property and more than likely it can't be removed or changed, the idea of using evergreen planting in this area was requested by the client.



Good	Fair	Poor
------	------	------

**1. Stormwater Control**

- a. Stormwater for the site is directed into the lake via natural sheet flow, culverts, and outfall pipe as seen in the images. Repair will be necessary to all outfalls where erosion has been experienced. The east and west portions of the tennis courts will need to be addressed as it appears drainage was not addressed when installed. The addition of parking, sidewalks, and pickle ball courts will necessitate additional infrastructure to capture the additional surface runoff incurred.



Good	Fair	Poor
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**1. Landscape and Irrigation**

- a. Landscape throughout the park is minimal with very little plant beds or overall theme. Additional landscape beds were mentioned with a possible 18,000 budget for improvements. The client has assured us that there is an irrigation system that needs repair, around 8 to 10 zones for an estimated cost of 15,000.



Good	Fair	Poor
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**1. Seating**

- a. The seating is currently provided through bench style seating around the lake, movable tables at the main pavilion, small pavilion, and bleachers at the tennis courts. The client has expressed a desire to remove and replace the bench style seating around the lake as well as provide suggestions for other seating options.



Good	Fair	Poor
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**Restroom and Pavilion**

**1. Structure/ Exterior**

- a. The state of the existing restrooms and main pavilion could be rated a poor condition. Weather and other seasonal elements have played a role in degrading these facilities. Wood rot and water damage was evident throughout. Several posts were observed to have been added post construction to possibly support sagging elements of the roof structure of the pavilion. Various additions to the concrete surface as well as roof appear to have been made post original construction.

Only one small grilling station was observed. Trash cans were exposed without lids providing opportunities for the surround wildlife. No performance test was performed on the existing drainage system in the bathrooms but was suggested to understand their current state. Movable tables have been provided by the county and could be repurposed.

***Pavilion Recommendations:***

- Remove extra post, support, look at making roof lone with new brick columns around posts to match building.

***Grilling Stations Recommendations:***

- 3 locations, main one having a serving table



Good	Fair	Poor
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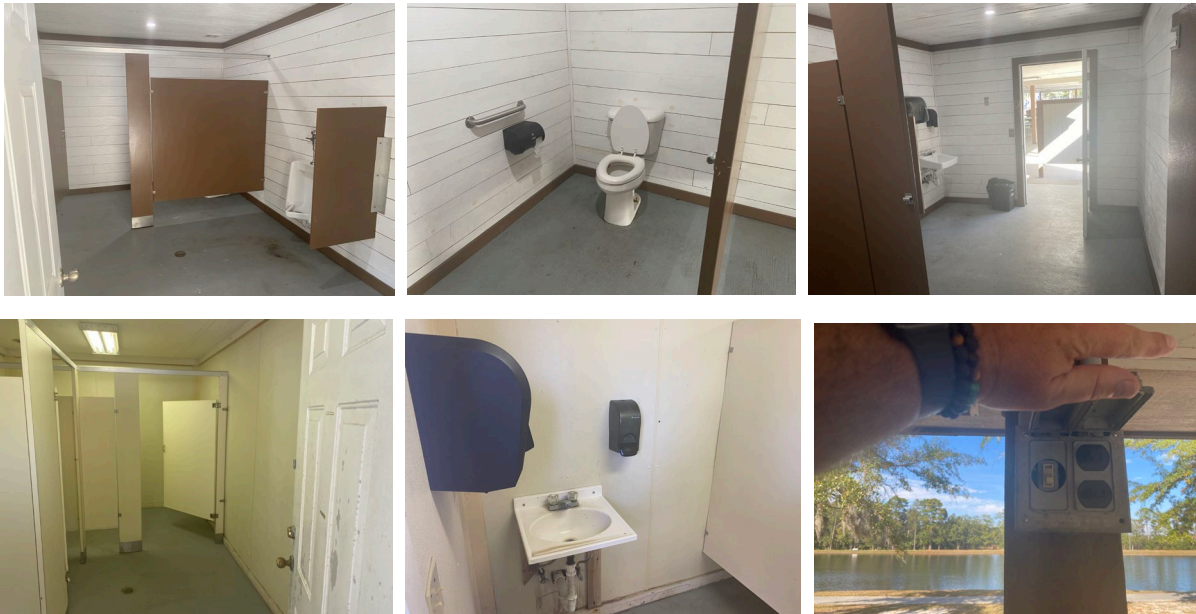


**1. Interior/ Fixtures/ Finishes**

- a. Exposed plumbing could be seen under the sinks posing a risk for vandalism. No automated locking mechanisms were observed only keyed locks. Several light fixtures were completely exposed causing concern for possible electric shock. Paint was peeling in both the women’s and men’s bathroom.

**Bathroom Recommendations:**

- Men’s side: 2 toilets, one being handicap, 2 urinals.
- Add door off back side to a new pavilion.
- Ladies side: 3 toilets one being handicap
- Add a door off back side to new pavilion
- Both require changing tables
- Cut face block and brick



Good	Fair	Poor
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**Pump House**

**1. Structure/ Exterior**

- a. The existing pump house is made of wood material with a shingled gable roof. Access was not provided to view the inside of the structure. A padlock was observed to be added possibly due to the existing locking devices malfunctioning. No automated locking mechanism were observed only keyed.

***Pump House Recommendations:***

- The client expressed interest in rebuilding the existing pump house to match the bathrooms. The addition of video surveillance of the park was mentioned with the pumphouse being a viable option for the equipment cabinet and tower to be located.



Good	Fair	Poor
------	------	------

**Playground**

**1. Structure/ Exterior**

- a. The playground is outdated and recommended to be replaced. The location is centralized near the pavilion and provides the best availability for views in and out of the areas for parents to watch their kids. Low chain link fencing has been used to corral the children and should also be replaced. The playground area benefits from existing shade trees but selective pruning is recommended for safety. The client has shared a 150,000 budget for this amenity to include a rubber surface, two walkthrough gates, one maintenance gate and follow specifications used at McCall Park.



Good	Fair	Poor
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**Gazebo Area and Bridge**

**1. Structure/ Exterior**

- a. Opposite of the pavilion and sport courts is the Gazebo area located on the north side of the lake. The bank protrudes out in this area providing a great location for a destination point and Gazebo. This area will require fill soil to bring to level and can serve as a destination point for park patrons. There is an existing electrical pole that can be used for lighting or power for the desired gazebo. This area also has a small wooden bridge that is in disrepair and should be removed and replaced. The client is interested in a complete redesign of this area and bridge crossing.



Good	Fair	Poor
------	------	------

**Nature Trail/ Walking Trail**

**1. Structure/ Exterior**

- a. The walking trail is the most used amenity of the park. People from all over the county come to Baker Park for the walking trail which is exactly one mile. The paving surface is weathered and uneven in multiple locations throughout the trail. Roughly ten to 15 trees were observed as needing to be removed with roots extending to the lake and heaving the trail. As a result, root pruning is recommended along the tree side of the trail. Several trees need to be flagged by a certified arborist for pruning. The client discussed an interest in a complete demo and reinstall of a 10' wide trail in concrete or asphalt with an aggregate base but would like to get a cost estimate prior to deciding. No mile marker signs were observed and would be recommended.



Good	Fair	Poor
------	------	------

**Tennis and Pickle Ball Area**

**1. Structure/ Exterior**

- a. The tennis courts are newly constructed and in excellent shape. An existing access way runs along the south property line toward the rear pickle ball area on the west side of the tennis courts. This is the most viable option for egress and maintenance. No shade structures or baseline judge seating for tournaments. Topography appears to slope to the southwest of the property in this location into a wetland.



**2. Interior/ Fixtures/ Finishes**

- a. Bleachers were observed at the west side of the courts but do not provide ample accommodations for major events. Drainage concerns were observed along both the east and west sides of the court and appear to have been recently dug. Court lighting was not observed but assured that it works and can be accessed via a mobile app. We were unable to locate a manual switch or timer and no locking mechanisms were observed on the gates only latches. An electrical panel is located the northeast corner of the tennis courts and should be screened or protected. No available voltage or amperage was provided for the electrical panel but will need to be coordinated for additional demand when the pickle ball courts are installed.



<b>Good</b>	<b>Fair</b>	<b>Poor</b>
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**Exercise Stations**

**1. Structure/ Exterior**

- a. The exercise station located at the northeast corner of the property near the boat ramp is in poor condition and needs to be replaced. Since the park has become a destination for residents to exercise, the client would like to incorporate the following equipment throughout the park, cut in with weed barrier and mulch.
- b. Pushup, Fixed logs or balance beam, Cardio walker, Parallel bars, seated chest press, horizontal bar, and chin up, leg press, Lat pull down, sit-up bench, and rower.

Good	Fair	Poor
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**Lake Bank and Fishing Dock Area**

**1. Lake Bank Conditions**

- a. Several washouts and outfall pipes were observed and need to be repaired or replaced. Additional drainpipes need to be added at the tennis and pickle ball courts and at the covered bridge to promote better drainage and work with the natural flow of the land. Additional shade trees are recommended along the trail to provide a more comfortable walking experience.



Good	Fair	Poor
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**1. Fishing Dock Conditions**

- a. Because Baker Park is prized for its walking trail, the client has expressed an interest in a nature trail back into the wooded area at the southwest area of the property. Various features may be required like pedestrian bridges and boardwalks, if found to be wet. Further investigation will need to be made once the site survey is received.
- b. Several washouts and outfall pipes were observed and need to be repaired or replaced. Additional drainpipes need to be added at the tennis and pickle ball courts and at the covered bridge to promote better drainage and work with the natural flow of the land. Additional shade trees are recommended along the trail to provide a more comfortable walking experience.
- c. The area proposed for a future fishing dock currently serves as conveyance from the concrete parking at the main pavilion.



Good	Fair	Poor
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**Boating Ramp**

**1. Structure/ Exterior**

- a. The boat ramp and associated parking is located at the northeast corner of the property and exists of a gravel drive and concrete slip. Vehicles can enter through a chain link gate from Courthouse Road west into the park. The space is very limited and does not provide ample room for a safe turnaround movement. Vehicles are also required to cross the walking trail to enter the water blocking the walking trail while doing so. The client shared that typically there is no more than three boats at one time so the need for a large parking area is minimal.



Good	Fair	Poor
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**Park Accessories**

**1. Interior/ Fixtures/ Finishes**

- a. Picnic tables are provided at the main pavilion, but new ones have been requested matching a family of other accessories throughout the park. ADA compliant tables and bench options were not observed but recommended. Trash cans are currently located at each pavilion, the tennis courts, gazebo area, and boat launch (21 total). A more permanent solution, preferably a 40- or 50-gallon option, is needed with footer to provide a more secure receptacle and prevent theft or wildlife damage.

Good	Fair	Poor
------	------	------

49 Park of Commerce Way, Suite 203 T: 912.704.6985  
Savannah, Georgia 31405 www.pondco.com

## Conclusion

This concludes the existing facilities assessment. The data gathered and valuable insights from the client will now be included in the design development drawings.

Should there be any items I may have failed to miss, please contact me at 904-559-0117 or by email at [David.schmidt@pondco.com](mailto:David.schmidt@pondco.com) to discuss further.

Sincerely,



David Schmidt, ASLA  
Senior Project Manager

## APPENDIX A :

CLIENT: Effingham County

PROJECT NAME: Baker Park Improvements

PROJECT NUMBER: 1220746

### POND ASSESSMENT STANDARDS & APPLICATION

The following describes the types of documents utilized for facility assessments and defines Pond’s ratings, templates and terminology used in assessment reporting.

#### ASSESSMENT RATING:

Use [POND Assessment Direct Rating Standard version 01](#) and provide a rating of Good, Fair or Poor to all assessed conditions. Rating should accurately reflect condition and/or degradation of the given object/unit assessed.

#### ASSESSMENT LEVEL FORMATTING:

Use [POND Assessment Level Formatting Standard](#) to categorize all assessed conditions under the System, Sub-System and Building Element standard. The [Assessment Level Formatting Standard](#) is the baseline Table of Contents across all disciplines. Format is intended to be all inclusive. Not all systems will be listed in every report as each building has its own unique construction.

-END



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## 6.1. Scope of Work

---

Effingham County seeks to improve Baker Park, located at 216 Courthouse Road Ext., Springfield, GA. 31329. This property is approximately 30 acres and consists of gravel parking, playground, tennis courts, picnic gazebo, restrooms, recreational pond, and one-mile concrete walking trail.

This design project will include:

- Paving and possible extension of the parking area, including improving drainage for the parking area as needed, including ditching and/or piping.
- Resurfacing/repairing the sidewalk around Baker's Pond, with asphalt and concrete options
- Addition/construction of two pickleball courts next to the current tennis courts
- Addition/Construction of a dock for fishing/kayaking
- Upgrading the boat launch area
- Renovation of the bathrooms and gazebo area, including fixtures, wall surfaces, electrical, and door hardware for remote access.
- Evaluation of the current well and septic. Add chlorination to the well for potable use. Investigate the feasibility of connection to City of Springfield water and sewer and needed extensions.
- Coordination with Parks and Landscapes staff for planning the reconstruction and upgrade of the playground equipment and safety (rubberize) surface, to be constructed as a design-build under separate contract.

The consultant scope will include, but not limited to:

Field survey, including utility location.

conceptual design drawings

meeting with staff to review concept

preparation of construction plans, specifications, details, bid package for competitive bid.

design of water and sewer extension and well abandonment if deemed feasible. For purposes of this proposal, the fee shall be included as an add alternate cost to the base proposal cost.

permitting preparation and submittal. County will pay fees directly to the permitting agency.

easement acquisition services, including negotiation, title search, etc. For purposes of this proposal, assume five (5) parcels. The fee shall be included as an add alternate cost to the base proposal cost.

Construction Management services, including weekly site visit and reports. For purposes of this proposal, assume 6 month construction time.

Other services deemed necessary for the successful completion of the project.

All consultant services shall be proposed to include a man-hour estimate and using IDC hourly rates, with a maximum fee not to exceed for the base and each Add alternate. Monthly invoicing will be actual works worked and billed against the maximum fee not to exceed. Do not bill percent complete.

## Staff Report

**Subject:** Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population

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

**Department:** Finance Department

**Meeting Date:** 5/2/23

**Item Description:** Consideration to accept a grant award from the Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population Grant Program, in the amount of \$41,724,235.

### Summary Recommendation:

Staff recommends approval to accept the grant award from the Governor’s Office of Planning and Budget (OPB) Drinking Water Projects to Support Increased Population grant program.

### Executive Summary:

The EPA regulation implementing the DWSRF program provides that projects needed primarily to serve future population growth are not eligible uses of the DWSRF. A project that is intended primarily to address public health or regulatory compliance issues for the existing service population may be sized for a “reasonable” amount of population growth over the useful life of the project.

ARPA does not include the same limitation as the SDWA. Accordingly, the final rule provides that recipients may use SLFRF funds for projects that are needed to support increased population in certain cases. ARPA limits projects to those investments that are “necessary.” As discussed above, Treasury interprets this to mean that the investments must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which for some eligible project categories may include a reasonable projection of increased need, whether due to population growth or otherwise and
- (2) a cost-effective means for meeting that need, taking into account available alternatives.

For this eligible use category, expansion of drinking water service infrastructure, the project must also be projected to be sustainable over its estimated useful life.

### Background:

1. The Board approved of Effingham County’s application for this grant back in September 2022.

- 2. The funds will be used to help construct Effingham County's new Waste Water Treatment Plant.
- 3. The award amount is \$41,724,235.

**Alternatives for Commission to Consider:**

- 1. Approve to accept the grant award for the OPB Drinking Water Projects to Support Increased Population grant program and to approve the Water Sewer Infrastructure Terms and Conditions.
- 2. Do not approve to accept the grant award and the Water Sewer Infrastructure Terms and Conditions.
- 3. Provide Staff with Direction

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve to accept the grant award for the OPB Drinking Water Projects to Support Increased Population grant program and to approve the Water Sewer Infrastructure Terms and Conditions.

**Other Alternatives:**

N/A

**Department Review:** *(list departments)*

Finance

**Funding Source:**

**Attachments:**

- Award Notification Email
- Water Sewer Infrastructure Terms & Conditions

**From:** GrantCare Manager <[GrantCare\\_mgr@opb.georgia.gov](mailto:GrantCare_mgr@opb.georgia.gov)>  
**Sent:** Friday, April 14, 2023 3:46:26 PM  
**To:** Tim Callanan <[tcallanan@effinghamcounty.org](mailto:tcallanan@effinghamcounty.org)>  
**Subject:** EXTERNAL:Grant Award Notification - GA-0013693 - Effingham Water Sewer

Dear Effingham County Board of Commissioners,

Congratulations on your **Water/Sewer Infrastructure** award. This email contains the next steps to get your organization set up in the Georgia Grants Management System. You will need to complete the following steps to accept your award (please click on the links for instructions on how to complete each task).

1. [Unique Entity Identifier \(UEI\)](#)
2. [Terms and Conditions \(T&C\)](#)
3. [Georgia Grants Portal Access](#)
4. [Vendor Management Form and W-9](#)

Grantees will be able to submit for eligible reimbursement within their approved budget categories once onboarding is complete. OPB has a tutorial on payment request on the For Grantees webpage: <https://opb.georgia.gov/covid-response/grantees>.

The Program Specialist assigned to this grant is Russell Ojers, [russell.ojers@rsmus.com](mailto:russell.ojers@rsmus.com). Please reach out to Russell Ojers with any questions or concerns as it relates to your award or the onboarding process.

We look forward to working with you.

Thank You,  
Georgia Grants Administrator

**Support:** If you need assistance, please email us at [grants@opb.georgia.gov](mailto:grants@opb.georgia.gov).  
FOR OFFICIAL USE ONLY

**Disclaimer:** This is official correspondence from the State of Georgia Governor's Office of Planning and Budget. If you need assistance, you can email us at [grants@opb.georgia.gov](mailto:grants@opb.georgia.gov).

\*\*\*\* This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. \*\*\*\*



Item XI. 1.

**Grant Application ID** GA-0013693 (/grantopportunities/new-application/?id=c78a72ab-9-45ee-a746-bbf5b233e654)

**Grantee** Effingham County Board of Commissioners

**Grant Application Name** Effingham Water Sewer

**Grant** Water/Sewer Infrastructure

**Grant Approval Status** Awarded

**Awarded Amount** \$41,724,235.00

**Amount Approved** \$0.00

**Amount Drawn** \$0.00

AMERICAN RESCUE PLAN ACT  
STATE FISCAL RECOVERY FUND  
WATER AND SEWER INFRASTRUCTURE  
AWARD

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Effingham Water Sewer

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of reimbursement using grant funds to Grantee Effingham County Board of Commissioners from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (SFRF) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaGrants, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (SFRF).
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned  
Effingham County Board of Commissioners
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of



Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement pertain only to expenses incurred to build water and sewer infrastructure as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

## 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

## 2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the performance period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

## 2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the water and sewer infrastructure project identified in the Grantee’s application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final project budget to OPB prior to beginning work on the project. Work on the project shall not begin until the proposed final project budget is approved in writing by OPB.



Any proposed revision to either the scope of the approved water and sewer infrastructure project or to the approved final budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the project or the project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

## 2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
3. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant



programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or

8. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

## 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

### 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

### 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement,

<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.



the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

### 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by operation of law.

### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and



will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME Jody Jones  
ADDRESS  
EMAIL jjones@effinghamcounty.org  
PHONE

If to OPB: Governor’s Office of Planning and Budget  
2 Capitol Square SW  
Atlanta, Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)



## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## 3. Warranties

### 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### 3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the



award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed.

### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]



## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct

such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

#### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

### 6. Prohibited and Regulated Activities and Expenditures

#### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review.

<sup>2</sup> [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)



2. Damages covered by insurance.
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
4. Reimbursement to donors for donated items or services.
5. Severance pay.
6. Legal settlements.

The above is in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

## 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be

forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 [Reserved]**

### **7.3 Reporting**

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026 for expenses incurred between March 3, 2021 and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the



period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award, and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

#### 7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

#### 7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

#### 7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

#### 7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between March 3, 2021 and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

#### 7.8 Project Close Out



The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

**8. Allocated Amount**

Grantee shall be limited to a maximum total reimbursement of \$41,724,235.00 for expenses deemed eligible under the terms of this Grant.

**9. Authorized User**

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Jody Jones  
Title: Grants Coordinator  
Email: jjones@effinghamcounty.org  
Phone :

2. Authorized User Two (Optional)

Name:  
Title:  
Email:  
Phone :

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

**EXHIBIT A**  
**Grantee Assurances**

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban



Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

- 23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- 24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
- 25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
- 26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
- 27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

(Authorized Representative of Grantee)

Name: Jody Jones  
 Title: Grants Coordinator  
 Date:



**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall

include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

**4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

(Authorized Representative of Grantee)

Name: Jody Jones  
 Title: Grants Coordinator  
 Date:

**EXHIBIT C**  
**American Rescue Plan State Fiscal Recovery Fund Eligibility Certification**

I, Jody Jones (Print Name),  
am the Grants Coordinator (Title)  
of Effingham County Board of Commissioners (“Grantee”)  
SAM Number and DUNS Number and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021.

2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.

3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.

7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.

8. I acknowledge that the Grantee’s requests submitted for reimbursement from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (SFRF) as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this agreement

Include all supporting documentation that clearly sets forth expenditures being claimed for reimbursement. Reimbursement will only be paid to the Grantee. All documentation is incorporated into the Grant Agreement by reference.

b. Were expenditures incurred during the period beginning March 3, 2021 and ending October 31, 2026 (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

(Authorized Representative of Grantee)

Name: Jody Jones  
Title: Grants Coordinator  
Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification



**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By:

Signature:

(Authorized Representative of Grantee)

Name: Jody Jones  
Title: Grants Coordinator  
Date:

SIGNATURE PAGE

## Staff Report

**Subject:** Approval of Change Order 2 for Pond & Company for design and construction management services of a Facility Renovation Package

**Author:** Alison Bruton, Purchasing Agent

**Department:** Misc

**Meeting Date:** May 2, 2022

**Item Description:** Change Order 2 for Task Order 23-IDC RFP-017 to Pond & Company for design and construction management services of a Facility Renovation Package

**Summary Recommendation:** Staff recommends approval of Change Order 2 for Task Order 23-IDC RFP-017 to Pond & Company for design and construction management services of a Facility Renovation Package

### Executive Summary/Background:

- In December 2022, the Board awarded a task order to POND for a renovation package including the following:
  - Renovation of 902 Pine Street
  - Demolition of 904 Pine Street and construction of parking lot
  - Renovation of 204 Early Street
  - Renovation of 101 E. Tenth Street
  - Judicial Complex parking lot expansion
- Change Order 1 was approved in February with an update to the request for the EMS station at 101 E. Tenth Street, and to add the Clio Fire Station and Clio Community Center. Change Order 1 total was \$115,684.56.
- Staff requested Change Order 2 to add building repairs to the Rincon Library as well as additional upgrades needed for the EMS Building, Probation Office, Teal House, Judicial Parking Lot, Clio Fire Department and Community Center. Total cost for Change Order 2 is \$99,350.00.
- These fees do not only represent the cost of the design/construction documents, but also the construction management services once these are put out to bid.

	Original	CO1	CO2	TOTAL
902 Pine Street	\$58,549.16		\$16,500.00	\$75,049.16
904 Pine Street	\$76,215.17			\$76,215.17
204 Early Street	\$58,109.16		\$6,820.00	\$64,929.16
101 E Tenth Street	\$58,109.16	\$17,131.61	\$19,470.00	\$94,710.77
Judicial Parking Lot	\$48,856.36		\$5,500.00	\$54,356.36
Clio Fire Station		\$43,753.63	\$7,370.00	\$51,123.63
Clio Community Center		\$52,799.31	\$14,190.00	\$66,989.31
Rincon Library			\$27,500.00	\$27,500.00
Misc.	\$5,000.00	\$2,000.00	\$2,000.00	\$9,000.00
<b>TOTALS</b>	<b>\$304,839.01</b>	<b>\$115,684.55</b>	<b>\$99,350.00</b>	<b>\$519,873.56</b>

**Alternatives for Commission to Consider**

1. Approval of Change Order 2 for Task Order 23-IDC RFP-017 to Pond & Company in the amount of \$99,350.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Purchasing, Department Heads

**Funding Source:** SPLOST

**Attachments:** Change Order Proposal

49 Park of Commerce Way, Suite 203 T: 912.704.6985  
Savannah, Georgia 31405 www.pondco.com

April 13, 2023

Alison Bruton, Purchasing Agent  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329

**Re: 23-IDC RFP-017  
Design Services – Facility Renovation Package  
Modification No. 2**

Ms. Bruton,

Pond is pleased to submit this modification for additional design services for the Effingham County Facility Renovation Package. Our team of architects, landscape architects, and engineers are very interested in providing their expertise to the renovations of your existing buildings. We are committed to meeting the requirements specified in the request for proposal and in the following pages provide more detail as to our approach to accomplishing the work. Pond is fully qualified and capable of performing these design services for the County with Marco Migliaro, AIA acting as your day-to-day Project Manager. Pond's team is comprised of a group of qualified architects and engineers who have the talent and skills to carry out the necessary tasks for the renovations.

### **Project Description**

The County approved Pond's Contract for the Facility Renovation Package and would like to add one new building to this contract scope and additional mechanical, electrical, plumbing and structural work on the other buildings in the original contract. The new building to the contract is the Rincon Library Building, which needs roofing/ water damage repairs. The County has asked Pond to conduct a structural review of the Rincon Library due to water damage and a provide mold remediation. During the end-user meetings for the Facility Renovation Package, the County noted additional work needed for each of the buildings EMS, Probation Office, Teal House, Clio Community Center, Clio Fire Department, and Judicial parking lot.

### **Scope of Work**

#### **Rincon Library**

- Review Roof Leak at existing scuppers and provide repair details for scuppers.
- Site investigation of existing damaged area.
  - County will need to expose all water damaged area of the existing wall for Pond to review full extent of damaged area that is needed for repair.
- Review damaged joists and provided repair details.

#### **EMS Building**

- Geotechnical exploration and testing for new structure and paving
- Provide mechanical upgrades.
- Provide electrical service upgrades and new ATS for future or mobile generator.

#### **Probation Office**

- Provide mechanical upgrades.
- Provide structural design for enclosing the existing carport area.

Teal House

- Provide mechanical upgrades.

Judicial Parking Lot

- Irrigation connections
- Landscaping

Clyo Fire Department

- Provide plumbing changes.

Clyo Community Center

- Provide mechanical upgrades.
- Provide additional plumbing upgrades to interior restrooms.

**Deliverables**Rincon Library

Design Services and Deliverables are generally outlined as follows:

**100% Construction Documents**

- Working Drawings and drawing performance specifications detailing the work required and all the necessary bidding. General Conditions and Supplementary General Conditions (Front end specification) will not be provided by Pond.
- Submit Construction Documents to Code Enforcement, along with any Authorities Having Jurisdiction (AHJ) for review and approval as required. Coordinate with the project CM as required to obtain permits as needed.

**Bidding** (limited to RFIs and recommendation)

**Construction Administration** (Limited to 2 site visits including final review)

EMS

Design Services and Deliverables as required in addition to original contract for new scope items.

Probation

Design Services and Deliverables as required in addition to original contract for new scope items.

Clyo Fire Department

Design Services and Deliverables as required in addition to original contract for new scope items.

Clyo Community Center

Design Services and Deliverables as required in addition to original contract for new scope items.

Judicial Parking Lot

Design Services and Deliverables as required in addition to original contract for new scope items.



**Updated Schedule**

- Notice to Proceed on additional scope items – 4/28/2023
- 25% Schematic Design Submission – 4/14/2023
- County review and provide comments by – 4/28/2023
- 65% Design Document Submission – 6/23/2023
- County review and provide comments by – 7/7/2023
- 100% Construction Documents – 8/18/2023
- Bidding – TBD
- Construction – Estimated 6 Months from Notice to Proceed to Substantial Completion

**Rincon Library Schedule**

- Notice to Proceed – 4/28/2023
- Field investigation – 5/3/2023
- 100% Construction Documents – 6/2/2023

**Conditions of Service**

- Site visits and meetings with all end users for all projects can be completed in one day.
- County is responsible for exposing all damaged area for POND team to conduct field investigation at the Rincon Library.
- Design and documentation for all buildings and sites will be prepared and bid as a single combined construction project that is part of the original contract. Excluding Rincon Library will be a standalone project.
- Mechanical engineering has been included in this scope for only the buildings outlined above.
- Structural engineering is included for the repairs at the Rincon Library and Probation Office carport.
- Assumed all project site locations will be issued as one bid package for construction and the construction duration will be approximately 6 months from notice of award to substantial completion. Excluding Rincon Library.
- Assumed all exiting building utilities are adequate for all new interior renovations needed. If existing utilities require upgrade, will be an additional fee.

**Fee Proposal**

Based upon our understanding of the scope of work described above, Pond proposes to provide the services outlined above for a Lump Sum Fee of Ninety-Nine Thousand Three Hundred Fifty and 00/100 Dollars (\$99,350.00) for preparation of Construction Documents, Bidding, and Construction Administration for the project.

**Fee Summary**

Rincon Library	\$27,500.00
EMS Building	\$19,470.00
Probation Office	\$16,500.00
Teal House	\$6,820.00
Clyo Fire Department	\$7,370.00
Clyo Community Center	\$14,190.00
Judicial Parking Lot	\$5,500.00
Travel & Expenses	\$2,000.00

**Total Design Cost: \$99,350.00 (Lump Sum)**

Thank you for this opportunity and we look forward to working with you on this project. Please let us know if you have any questions or need additional information.

Sincerely,

Pond & Company



Marco T. Migliaro, AIA  
Project Manager



Melissa D. Phillips  
Associate | Business Development Manager

---

## 1. Scope of Work included in original RFP

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Effingham County is seeking design proposals for the renovation of 3 existing residential structures for office use, demolition of a residential structure, design/engineering of a parking lot to service one of the renovated offices and an expansion of the Judicial Complex parking area. The sites include 902 and 904 N. Pine St. and 204 Early St., Springfield, GA 31329 and 101 E. Tenth St., Rincon, GA 31326.

**902 S. Pine St. - Services include:**

Survey

Mold remediation - The vendor will propose a lump sum to determine the clean-up plan for contractors to include in their construction bid.

Meeting with Probation staff to determine needs and review concepts

Prepare remodeling concepts and permit drawings

Construction Management/Bidding Assistance Services

**904 S. Pine St. - Services include:**

Survey

Parking lot design, including construction drawings

Construction Management/Bidding Assistance Services

**204 Early St. - Services include:**

Survey

Meeting with Sheriff staff to determine needs and review concepts

Prepare remodeling concepts and permit drawings

Construction Management/Bidding Assistance Services

**101 E. Tenth St. - Services include:**

Survey

Meeting with EMS staff to determine needs and review concepts

Prepare remodeling concepts and permit drawings

Construction Management/Bidding Assistance Services

**Judicial Complex Parking Lot Expansion - Services Include:**

Survey

Meeting with staff to determine needs and review concepts

Parking Lot design, including construction drawings

Construction Management/Bidding Assistance Services

Irrigation, landscaping, lighting, signage, security cameras, access control, and ADA requirements will need to be included in construction plans for all locations. Project reporting shall be bi-weekly to the County's Project manager. Reporting will include summary of work complete, next steps, and revised schedules as needed.

## Staff Report

**Subject:** Approval of Change Order #4 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** May 2, 2023

**Item Description:** Change Order #4 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Summary Recommendation:** Staff recommends approval of Change Order #4 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for a contract time extension

### Executive Summary/Background:

- The Board approved Contract 22-25-008-1 with Ranger Construction for the FDRE of Ash Roads.
  - Ranger's initial contract amount: \$7,732,970.55
  - Approved Change Order 1: \$1,150,877.04
  - Approved Change Order 2: \$208,050.64
  - Approved Change Order 3: **(-\$2,867,052.94)**
  - Update total: \$6,224,845.29
- Change Order 4 represents a time extension only for the project. They are not requesting a fee increase.
- The new contract total is \$6,224,845.29.

### Alternatives for Commission to Consider

1. Approval of Change Order #3 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for a new contract total of \$6,224,845.29
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, County Manager

**Funding Source:** TSPLOST

**Attachments:** Change Order Form with Documentation







April 14, 2023

Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329  
C/O Roberts Civil Engineering  
Mr. R.M “Rip” Graham

RE: Effingham County Full Depth Reclamation  
ITB No: 22-25-008 Change Order Request No. 6

Time Extension Request

Rip,

Per our conversations Ranger would like to request a time extension of 185 days. Previous allowable time for completion was 11/27/2022 this request would extend contract time to 5/31/2023. This request will be a 0\$ change order request.

Please let us know if you need anything further

Thank You,

William Nash  
Project Manager

**William  
Nash**

Digitally signed by  
William Nash  
Date: 2023.04.14  
08:05:22 -04'00'

## Staff Report

**Subject:** Approval of Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** May 2, 2023

**Item Description:** Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

**Summary Recommendation:** Staff recommends approval of Change Order #2 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

### Executive Summary/Background:

- The original agreement with RCE for the FDRE of Ash Roads included 13 different roads/areas. Six (6) of the roads were moved from the FDRE project and moved to the LMIG 2022 project.
- Change Order 1 reflected the engineering costs of those six roads and moved them to the LMIG 2022 Agreement with RCE, which will result in a deduction of **(-\$65,000)**.
- Change Order 2 reflected a partial adjustment to this task order fee to cover the additional fees incurred within the February and March 2023 invoices in the amount of \$16,000.00.
- Change Order 3 has been requested for an increase in the fees to cover an extension of the project schedule through June 30.

### Alternatives for Commission to Consider

1. Approval of Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management in the amount of \$38,000.00
2. Deny Change Order #3
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Project Manager, Purchasing

**Funding Source:** TSPLOST

**Attachments:**

1. Change Order #3
2. Request from Roberts Civil Engineering

# Change Order # 3

Project: 21-25-004 – Engineering for FDRE for Ash Roads - TSPLOST

Contract Date: June 15, 2021

Change Order Effective Date: May 2, 2023

Change Order Issued to: Roberts Civil Engineering  
301 Sea Island Rd., Suite 10  
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Fee Increase for extension of Project Schedule	\$38,000.00	\$38,000.00
	<b>TOTAL</b>		<b>\$38,000.00</b>

The original Contract Sum was.....\$ 449,285.00  
 Net change by previously authorized Change Orders.....(-\$ 49,000.00)  
 The Contract Sum prior to this Change Order was.....\$ 400,285.00  
 The Contract Sum will be increased by this Change Order.....\$ 38,000.00  
 The new Contract Sum including this Change Order will be.....\$ 438,285.00

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 Roberts Civil Engineering  
 301 Sea Island Rd., Suite 10  
 St. Simons Island, GA. 31522

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

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

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

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



**Roberts Civil Engineering Municipal Team**  
**Additional Service Proposal #3**  
**to**  
**Effingham County Full Depth Reclamation (FDRE) Project**

**April 11, 2023**





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April 11, 2023

Ms. Angela Stanley  
Effingham County  
804 South Laurel Street  
Springfield, Georgia 31329

Re: Add Service Proposal #3 to Full Depth Reclamation (FDRE) Project

Dear Ms. Stanley,

Following up on our various conversations regarding our Effingham County FDRE Project, we have recently resolved the scope and schedule issues associated with the logging damage and delays on Corinth Church Road by shifting the new Leveling Course and the final Paving Course from Ranger Construction's Agreement to our separate Effingham County 2022 LMIG Project. This allows us now to more accurately project the final completion schedule for the remaining work on both Projects.

With the Leveling and Paving work now removed from Ranger Construction's Agreement, the remaining Ranger work is reduced to the outstanding Chip Seal repairs on Arthur Road, Old Augusta Road, and Mt. Pleasant Road. As we have discussed, we are in the final stages of our Chip Seal repair negotiations with Ranger. But as we are nearing agreement with Ranger on the extent of the repairs, and as we are beginning to see the warmer weather we must have for the repairs, we can now project that these repairs should be completed no later than the end of May. We project that our Project assignment will be completed in early June as we support the final Ranger Close-out and Invoicing. We project that our July Invoice for work performed through June 31<sup>st</sup> will be our final Project Invoice.

We thank you again for the opportunity to have served Effingham County on this important and successful Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "R.M. Graham", with a long, sweeping underline.

R.M. "Rip" Graham  
Senior Project Manager



## FEE PROPOSAL

### Construction Phase Services:

Fee Increase for extension of Project Schedule through June 31st: \$ 38,000.

**Not to Exceed Fee Total: \$ 38,000.**

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County, as modified by our March 7, 2023 Amendment #1. In accordance with the Terms and Conditions of this agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to support the final Close- out of the FDRE Project.

## Staff Report

**Subject:** Approval of Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** May 2, 2022

**Item Description:** Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

**Summary Recommendation:** Staff recommends approval of Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

### Executive Summary/Background:

- Change Order 1 for this project contained two requests:
  - Request 1 was for the design and construction management for improvements to the Sandhill Complex entrance to assist with school traffic in the amount of \$13,200.00.
  - Request 2 was the \$65,000 that was deducted from the FDRE Design/CM Agreement. Six (6) of the roads from the FDRE project were moved to the LMIG 2022 project.
  - The total for this change order 1 was \$78,200.00 bringing the overall agreement total to \$136,227.00.
- Change Order 2 is a request for additional fees for the extension of the project schedule through May 31<sup>st</sup> in the amount of \$25,000.00. This request is due to the ongoing work at the Sandhill Complex, as well as moving the Corinth Church repairs to the McLendon agreement.

### Alternatives for Commission to Consider

1. Approval of Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering for \$25,000
2. Deny Change Order #2
3. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Public Works

**Funding Source:** SPLOST/TSPLOST

**Attachments:**

1. Change Order
2. RCE Request

# Change Order # 1

Project: 2022 LMIG Support and CM Services

Contract Date: December 15, 2021

Change Order Effective Date: November 1, 2021

Change Order Issued to: Roberts Civil Engineering  
301 Sea Island Rd., Suite 10  
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Driveway Improvements for the Sandhill Complex		
	- PreConstruction Phase Services	\$6,600.00	\$6,600.00
	- Construction Phase Services	\$6,600.00	\$6,600.00
2	Roads moved to LMIG Agreement from FDRE Agreement	\$65,000.00	\$65,000.00
	<b>TOTAL</b>		

The original Contract Sum was.....\$ 58,027.00

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

The Contract Sum prior to this Change Order was.....\$ 58,027.00

The Contract Sum will be increased by this Change Order.....\$ 78,200.00

The new Contract Sum including this Change Order will be.....\$ 136,227.00

Owner  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329

Contractor  
Roberts Civil Engineering  
301 Sea Island Rd., Suite 10  
St. Simons Island, GA. 31522

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

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

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

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





**Roberts Civil Engineering Municipal Team**  
**Additional Service Proposal #3**  
**to**  
**Effingham County 2022 LMIG Support and CM Services Project**

**April 11, 2023**



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April 11, 2023

Ms. Angela Stanley  
Effingham County  
804 South Laurel Street  
Springfield, Georgia 31329

Re: Add Service Proposal #3 to 2022 LMIG Support and CM Services Project

Dear Ms. Stanley,

At the County's request, we have recently added the new Driveway Enhancements at the Effingham County Sand Hill Sports Complex to the scope of work within the McLendon Enterprises 2022 LMIG Agreement. And, following up on our various conversations regarding our separate Effingham County FDRE Project, we have recently resolved the scope and schedule issues associated with the logging damage and delays on Corinth Church Road by shifting the new Leveling Course and the final Paving Course from Ranger Construction's FDRE Project Agreement to the separate McLendon Enterprises 2022 LMIG Project Agreement. This allows us now to more accurately project the final completion schedule for the remaining work on both Projects.

With the Sand Hill and Corinth Church Road work now nearing completion, we can project that this added scope should be completed no later than the end of April. We project that our Project assignment will be completed in early May as we support the final McLendon Close-out and Invoicing. We project that our June Invoice for work performed through May 31<sup>st</sup> will be our final Project Invoice.

We thank you again for the opportunity to have served Effingham County on this important and successful Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. M. Graham", with a long, sweeping underline.

R. M. "Rip" Graham  
Senior Project Manager



## FEE PROPOSAL

**Construction Phase Services:**

Fee Increase for extension of Project Schedule through May 31st: \$ 25,000.

**Not to Exceed Fee Total: \$ 25,000.**

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County, as modified by our March 7, 2023 Amendment #1. In accordance with the Terms and Conditions of this agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to support the final Close-out of the 2022 LMIG Project.

## Staff Report

**Subject:** Approval of Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** May 2, 2023

**Item Description:** Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

**Summary Recommendation:** Staff recommends approval for Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$258,860.00

### Executive Summary/Background:

- Change Order 1 was approved for the design and construction management of two additional intersections:
  - Hodgeville Road @ Scuffletown Road - \$74,242
  - Hodgeville Road @ Forest Haven Road - \$74,242
- Change Order 2 has been requested to add Right Of Way Acquisition Services to the scope for a NTE total of \$258,860.00.
- The original contract amount is \$742,423.00
- Change Order 1: \$148,484.00
- Change Order 2: \$258,860.00
- The new contract total is \$1,149,767.00

### Alternatives for Commission to Consider

1. Approval for Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$258,860.00
2. Deny Change Order #2
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Project Manager, Purchasing, Finance

**Funding Source:** TSPLOST

**Attachments:**

1. Change Order #2
2. RCE Request



# Change Order # 2

Project: 22-25-006 – Engineering/Design of TSPLOST Intersections

Contract Date: December 7, 2021

Change Order Effective Date: May 2, 2023

Change Order Issued to: Roberts Civil Engineering  
301 Sea Island Rd., Suite 10  
St. Simons Island, GA. 31522

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

ITEM NO.	DESCRIPTION	Unit Price	Quantity	Total
1	Roberts – Senior Project Manager	\$190/hour	276 hours	\$52,440
2	Roberts – Administrative Assistant	\$75/hour	72 hours	\$5,400
3	Mr. Ronnie Lewis	\$190/hour	368 hours	\$69,920
4	Mr. Tim Wilson	\$190/hour	690 hours	\$131,100
	<b>TOTAL</b>			<b>\$258,860</b>

The original Contract Sum was.....\$ 742,423.00  
 Net change by previously authorized Change Orders.....\$ 148,484.00  
 The Contract Sum prior to this Change Order was.....\$ 890,907.00  
 The Contract Sum will be increased by this Change Order.....\$ 258,860.00  
 The new Contract Sum including this Change Order will be.....**\$ 1,149,767.00**

Owner  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329

Contractor  
Roberts Civil Engineering  
301 Sea Island Rd., Suite 10  
St. Simons Island, GA. 31522

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

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

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

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



**Roberts Civil Engineering Municipal Team**  
**Additional Service Proposal #2**  
**to**  
**Effingham County TSPLOST Intersections Design and CM Services Project**

**April 10, 2023**



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Ms. Angela Stanley  
Effingham County  
804 South Laurel Street  
Springfield, Georgia 31329

Re: Add Service Proposal #2 to Intersections Project

Dear Ms. Stanley,

As requested, we herewith submit our proposed Add Service Proposal to add Right of Way (ROW) Acquisitions Services to the scope of our existing Effingham County Intersections Project. As directed by Mr. Callanan, we propose to add Mr. Ronnie Lewis and Mr. Tim Wilson to our Roberts Civil Engineering Municipal Division Team. Generally, Mr. Lewis and Mr. Wilson will provide ROW Negotiation and ROW Appraisal services in support of the Legal services to be provided your Mr. Lee Newberry, County Attorney. Originally included within the scope of our Project, RCE will also provide ROW Layouts and Plat Surveys in support of your ROW Acquisition effort.

Subject to the final coordination of Utilities with our 90% Road Designs, the exact ROW and Property Lines are not yet final and may change. That said, we preliminarily anticipate that there might be 23 Effingham County Neighbor Parcels involved in a ROW Negotiation and Acquisition, or in a Construction Easement Negotiation, across all 8 of the Intersections currently moving forward.

The actual time that will be involved in successfully settling with each Neighbor cannot be exactly calculated at this time. That said, we have attempted to base this Not to Exceed Add Service Proposal on a theoretically "average" Neighbor, involving some "normal" amount of negotiation effort, and some "normal" amount of complexity probably requiring a 388-N Appraisal Report. Some Neighbors will require less effort. We anticipate that your Effingham County Neighbors will be favorably disposed to fair County settlement offers in support of these important TSPLOST Intersection improvements, and so we have not included time for settlements that might require effort that substantially exceeds the "average."

Thank you again for this expanded opportunity to serve Effingham County.

Sincerely,

A handwritten signature in blue ink that reads 'R. M. Graham' with a long, sweeping underline.

R. M. "Rip" Graham  
Senior Project Manager



## FEE PROPOSAL

### Roberts Civil Engineering

#### Senior Project Manager

12 Hours per "Average" Parcel x \$ 190.00 per Hour x 23 Parcels: \$ 52,440.

#### Administrative Assistant

12 Hours per Month x \$ 75.00 per Hour x 6 Months: \$ 5,400.

### Mr. Ronnie Lewis

16 Hours per "Average" Parcel x \$ 190.00 per Hour x 23 Parcels: \$ 69,920.

### Mr. Tim Wilson

30 Hours per "Average" Parcel x \$ 190.00 per Hour x 23 Parcels: \$ 131,100.

**Total Not to Exceed Fee: \$ 258,860.**

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County, as modified by our March 7, 2023 Amendment #1. In accordance with the Terms and Conditions of this agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to support most of the County's ROW Acquisition and Construction Easement requirements. Parcels requiring substantially more effort than "average" will be reviewed on a case by case basis, if necessary.



## Staff Report

**Subject:** Approval of Proposal from Paycor for an HRIS/Payroll Software System

**Author:** Sarah Mausolf, Director

**Departments:** Multiple

**Meeting Date:** May 2, 2023

**Item Description:** Proposal from Paycor for an HRIS/Payroll Software System

**Summary Recommendation:** Staff requests approval of Proposal from Paycor for an HRIS/Payroll Software System for the multiple departments

### Executive Summary/Background:

- The Human Resources and Finance Departments are requesting approval of the Proposal from Paycor for an HRIS/Payroll System. All Human Resources and Finance services are completed through ADG, which has limited capabilities. Many tasks are done manually and then entered for the record into ADG.
- Here are some of the benefits of moving to the Paycor system:
  - Onboarding for new hires will be more engaging and meaningful; instead of completing a 10-page packet of papers.
  - Optimizes and streamlines almost every aspect of HR, from performance reviews to compliance and employee communication.
  - Performance Reviews online, interactive org chart, and the county directory.
  - Goals are available online and easy to access. 1:1's so employees can visualize performance, help develop coaching for supervisors/leaders, schedule reminders, in-app notifications, and team/department/organizational goals.
  - Paycor Mobile App- allows employees quick access to all paystubs and tax documents. Review and approve time off requests, manage employee timecards, and view and adjust upcoming shifts/schedules.
  - Easily monitor your labor costs and optimize labor productivity. Manage and track overtime—mobile punching with geo-validation for field staff.
  - Automatic blended overtime, stress-free tax compliance, incentive and special pay, and special reports.
- The quote provided for the program is broken down by employee cost; this will vary month to month as our employee costs rise and fall through the year, depending on sports season for part-time recreation workers and election cycles for part-time poll workers. There is a 7-10-week implementation period, with the go-live target of July 2023 if approved tonight. Paycor also gave us a \$15,000 discount based on our broker relationship/direct access to vendors.
  - One-time set-up fee: \$10,000 after discounts

- Year 1 Total: approximately \$140,000- set-up fee included \*could be lower\*
- Locked in at these rates for 36 months

**Alternatives for Commission to Consider**

1. Approval of Proposal from Paycor for a HRIS/Payroll Software System for multiple departments
2. Take no action

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** County Manager, Finance, Human Resources, County Attorney

**Funding Source:** Dept. 136- IT's operating budget- a budget amendment may be necessary

**Attachments:**

1. Paycor Proposal
2. NeoGov Proposal



*Working Together* to design **HR solutions** and offer **exclusive perks** that exceed your expectations.



Best-In-Class Partnership

Relationships mean more now than ever before. Which is why we've partnered with Paycor to help you solve problems, seize opportunities, and grow your business. **You don't need generic, one-size-fits-all software**, but rather HR and payroll partners who understand your unique needs and can match you with exactly the right solution or resource.

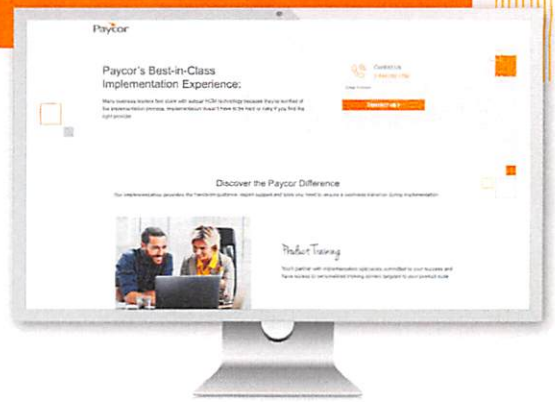
From the first moments of discovery through implementation and ongoing customer service, our **preferred partnership** with Paycor offers you top-notch technology, industry expertise and a best-in-class experience.

A Preferred Partnership with *Exclusive Benefits for You*

<p><b>Discounted Pricing</b> As a newly referred client, our partnership with Paycor gives you exclusive pricing on their solutions.</p>	<p><b>Prioritized Support</b> If you have a question, you'll receive prioritized phone queue service as needs arise.</p>
<p><b>Unrivaled Implementation Experience</b> Paycor's implementation model is designed to eliminate the stress and frustrations of implementation by pairing you with advocates who provide the guidance and resources needed for a smooth transition.</p>	<p><b>Waived Third-Party Integration Fees</b> We want you to have a frictionless experience, so we're waiving any third-party integration fees.</p>

For more information, contact:

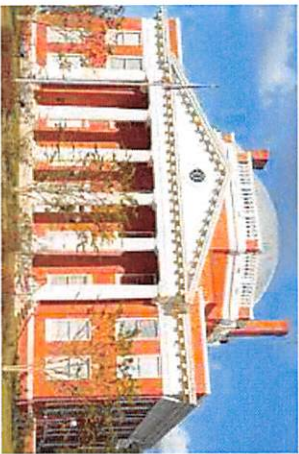
Hannah Jones  
828.772.0839  
hjones@paycor.com



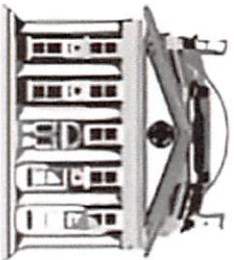
## Paycor Technology Alignment:

- ✓ 1 single database that includes ATS/Recruiting, Onboarding, HR, Time & Attendance, Performance Management & Payroll under a **single sign-on**.
- ✓ Employee mobile app to request PTO, access paystubs/W2's, built-in timeclock with Geofencing options.
- ✓ Employee Navigator full 360 integration
- ✓ National partnership with USI (*see attached*)
- ✓ 100% Fully electronic database to store all employee documents in employee profile. As well as, options to add/change positions with one click and track job history in one place.
- ✓ Talent Development feedback tool improves the communication loop between peers, teams, and the company as a whole. You can quickly pull 1:1s, include feedback and goals to conduct time-efficient reviews based on historical performance data & reduce bias.
- ✓ Paycor's analytics for real time data insights that will benchmark the results with your competitors using EEOC government data. As well as, point in time reporting on Absenteeism, retention, resignation, diversity & inclusion etc.
- ✓ A Streamlined recruiting process with one-click option for social media posts, faster application process by omitting the log in process, & ability to increase word-of-mouth recruiting by Paycor's Gravity app.
- ✓ Easy-to-use and deploy LMS system that allow seamless integrations with homegrown content, with options to upload your own content.
- ✓ Compliance dashboard to show any potential risk and make recommendations on tax withholdings.
- ✓ Wage Garnishment service handled 100% by Paycor on your behalf.
- ✓ Custom report builder- Enter parameters to compile data to view trends in overtime, benefits paid etc.
- ✓ ACA and EEO-1 reporting with downloadable excel file.
- ✓ Payroll with **real time** changes. No batch payroll.
- ✓ Custom GL build out.
- ✓ Labor budget forecasting & reporting.





# Effingham County & Paycor Executive Summary



County  
**Effingham**  
*Georgia*  
Board of Commissioners

**Paycor**  Empowering leaders™





# Pricing – Per Employee Per Month (PEPM)

Service	Unit	Qty	\$ Cost Per	\$ Total
<b>HCM Cor</b>	Per Active Employee	450	\$10.00	\$4,500.00
ACA Per EE Fee			Included	0
Check Stuffing			Included	0
Electronic Custom Data File			Included	0
Employee Import			Included	0
General Ledger Report			Included	0
HR Support Ctr			Included	0
HR Support Ctr On Demand			Included	0
Labor Distribution			Included	0
Labor Law Poster			Included	0
New Hire Filing EVS			Included	0
Off-Cycle Payrun Fee			Included	0
Onboarding			Included	0
Online Check Stub			Included	0
Online Reporting			Included	0
Pay Options			Included	0
Paycor Analytics Plus			Included	0
Paycor Analytics Pro			Included	0
Paycor Compensation Planning			Included	0
Paycor Expense Management			Included	0
Paycor HR			Included	0
Paycor Pulse			Included	0
Paycor Report Builder			Included	0
Payroll and Tax Service			Included	0
Reporting Options			Included	0
<b>Talent Management Bundle</b>	Per Active Employee	450	\$5.00	\$2,250.00
Paycor Career Management			Included	0
Paycor Paths Upgrade			Included	0
Paycor Recruiting Pro			Included	0
Paycor Smart Sourcing Upgrade (avail. Spring 2023)			Included	0
Paycor Talent Development			Included	0
<b>Workforce Management Pro Bundle</b>	Per Active Time User	450	\$3.00	\$1,350.00
Paycor Scheduling Pro			Included	0
Paycor Time			Included	0
Paycor Time Geovalidation			Included	0
Paycor Time Points & Incidents			Included	0
Electronic GL Monthly	Per Active Employee	450	\$0.00	\$0.00
Electronic GL Per Run	Per Active Employee	450	\$0.00	\$0.00
Employee Navigator	Per Active Employee	450	\$0.50	\$225.00
Job Costing Electronic GL	Per Active Employee	450	\$0.00	\$0.00
OnDemand Pay	Per Active Employee	1	\$0.00	\$0.00
The Work Number	Per Active Employee	1	\$0.00	\$0.00
Time Off Manager	Per Active Employee	450	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$8,325.00</b>



# Pricing – PT (PEPM)

Service	Unit	Qty	\$ Cost Per	\$ Total
<b>HCM Cor</b>	<b>Per Active Employee</b>	<b>150</b>	<b>\$5.00</b>	<b>\$750.00</b>
ACA Per EE Fee			Included	0
Check Stuffing			Included	0
Electronic Custom Data File			Included	0
Employee Import			Included	0
General Ledger Report			Included	0
HR Support Ctr			Included	0
HR Support Ctr On Demand			Included	0
Labor Distribution			Included	0
Labor Law Poster			Included	0
New Hire Filing EVS			Included	0
Off-Cycle Payrun Fee			Included	0
Onboarding			Included	0
Online Check Stub			Included	0
Online Reporting			Included	0
Pay Options			Included	0
Paycor Analytics Plus			Included	0
Paycor Analytics Pro			Included	0
Paycor Compensation Planning			Included	0
Paycor Expense Management			Included	0
Paycor HR			Included	0
Paycor Pulse			Included	0
Paycor Report Builder			Included	0
Payroll and Tax Service			Included	0
Reporting Options			Included	0
<b>Talent Management Bundle</b>	<b>Per Active Employee</b>	<b>150</b>	<b>\$5.00</b>	<b>\$750.00</b>
Paycor Career Management			Included	0
Paycor Paths Upgrade			Included	0
Paycor Recruiting Pro			Included	0
Paycor Smart Sourcing Upgrade (avail. Spring 2023)			Included	0
Paycor Talent Development			Included	0
<b>Workforce Management Pro Bundle</b>	<b>Per Active Time User</b>	<b>150</b>	<b>\$3.00</b>	<b>\$450.00</b>
Paycor Scheduling Pro			Included	0
Paycor Time			Included	0
Paycor Time Geovalidation			Included	0
Paycor Time Points & Incidents			Included	0
Electronic GL Monthly	Per Active Employee	150	\$0.00	\$0.00
Electronic GL Per Run	Per Active Employee	150	\$0.00	\$0.00
Job Costing Electronic GL	Per Active Employee	150	\$0.00	\$0.00
The Work Number	Per Active Employee	1	\$0.00	\$0.00
Time Off Manager	Per Active Employee	150	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$1,950.00</b>



# Per Processing Fee:

Service	Unit	Qty	\$ Cost Per	\$ Total
Pro Wage Garnishment	Each	1	\$3.00	\$3.00
			Subtotal:	<b>\$3.00</b>

# Pricing – End of year

Service	Unit	Qty	\$ Cost Per	\$ Total
ACA YE 1094 Fee	Each	1	\$75.00	\$75.00
ACA YE 1095 Fee	Each	800	\$2.00	\$1,600.00
W2 Base Fee	Each	1	\$75.00	\$75.00
W2 Processing	Each	800	\$6.95	\$5,560.00
			Subtotal:	<b>\$7,310.00</b>



# Paycor Implementation Fees

## County of Effingham Implementation

Implementation Fees	Qty	\$ Cost Per	\$ Total
ACA Setup Fee	650	\$0.00	\$0.00
Electronic GL Setup Fee	1	\$0.00	\$0.00
Employee Navigator Setup Fee	1	\$0.00	\$0.00
Onboarding Setup Fee	650	\$0.00	\$0.00
Paycor HR Setup Fee	650	\$7.69	\$5,000.00
Paycor Recruiting Pro Setup Fee	650	\$0.00	\$0.00
Paycor Time Setup Fee	650	\$0.00	\$0.00
Payroll Setup Fee	650	\$7.69	\$5,000.00
ACA Setup Fee	650	\$0.00	\$0.00
Onboarding Setup Fee	650	\$0.00	\$0.00
Paycor Recruiting Pro Setup Fee	650	\$0.00	\$0.00
Paycor Time Setup Fee	650	\$0.00	\$0.00
<b>Total</b>			<b>\$10,000.00</b>



# Pricing Summary

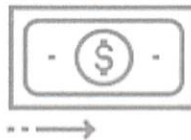
## Pricing Summary



<u>One Time Fees</u>	
Setup Fees	\$10,000.00
Clock Purchase	\$0.00
<b>Net One Time Fees</b>	<b>\$10,000.00</b>



<u>Annualized Fees</u>	
Service Fees	\$123,456.03
Year End Fees	\$5,670.00
<b>Net Annualized</b>	<b>\$129,126.03</b>



<u>First Year Investment</u>	
One Time Fees	\$10,000.00
Annualized Fees	\$129,126.03
<b>Net Total</b>	<b>\$139,126.03</b>

Per Employee Per Year cost: \$215





# Streamline Onboarding Process

## Paycor Onboarding:

Make the onboarding process more engaging and meaningful. Significantly reduce manual administrative processes, so you can focus spending time with your new hire.

### FEATURES:

- Tax Credits (WOTC) embedded into the onboarding process
- I-9 verification
- Compliant Tax Form Completion
- New Hire Document Signature on each page of the document
- New Hire Analytics & Progress Reporting

The screenshot displays the Paycor Onboarding interface for a user named Kerry Smith. The interface is titled "ONBOARDING by Paycor" and includes a "WELCOME, Kerry Smith" message. A progress bar on the left indicates the completion status of various steps: Welcome (checked), Personal (checked), Contact (checked), Tax Credit Screening (checked), I-9 Verification (active), Direct Deposit (checked), Tax Setup (checked), Additional Information, Documents, and Review. The main content area is titled "I-9 Verification" and includes a disclaimer: "I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of the form. I attest, under penalty of perjury that I am (select one of the following):". Below this is a "Read I-9 Instructions" link and a "Work Eligibility\*" dropdown menu. The "Hide the Following:" section lists optional fields to exclude: Social Security Number, Email Address, and Phone Number. The "Preparer and/or Translator Certification (select one):\*" section offers two radio button options: "I am completing this form without a preparer or translator" and "A preparer(s) and/or translator(s) is assisting me in completing this I-9 form." A note states: "If you select this option, you will need to complete I-9 form manually." A "Submit" button is visible at the bottom left of the form area.

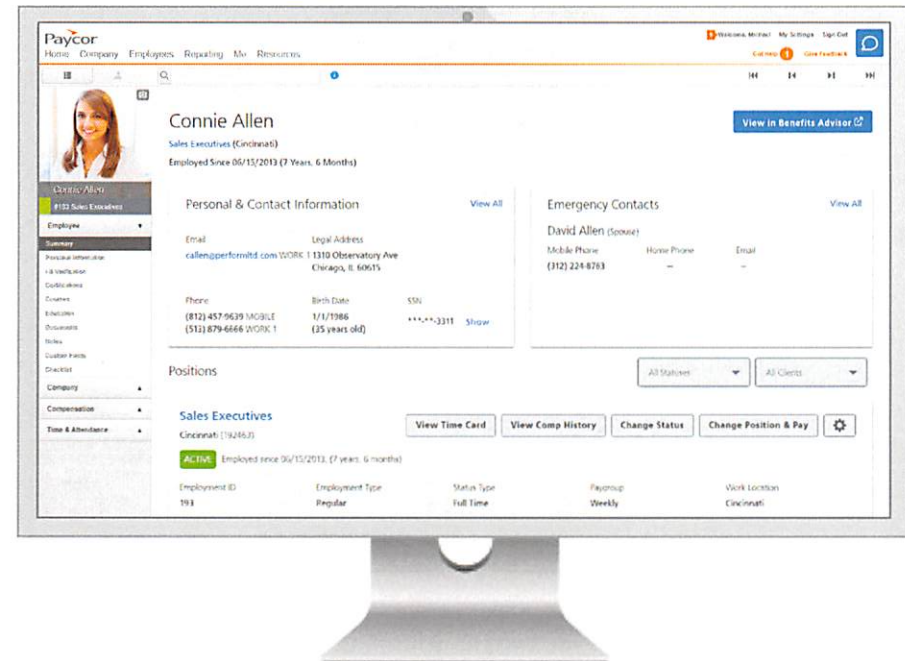
# Retain + Engage Employees

## Paycor HR:

Paycor HR streamlines and optimizes practically every aspect of HR, from performance reviews to compliance and employee communication.

## FEATURES:

- Powerful, Unlimited Workflows
- 360° Performance Reviews & Ongoing Feedback
- Interactive Org Chart and Company Directory



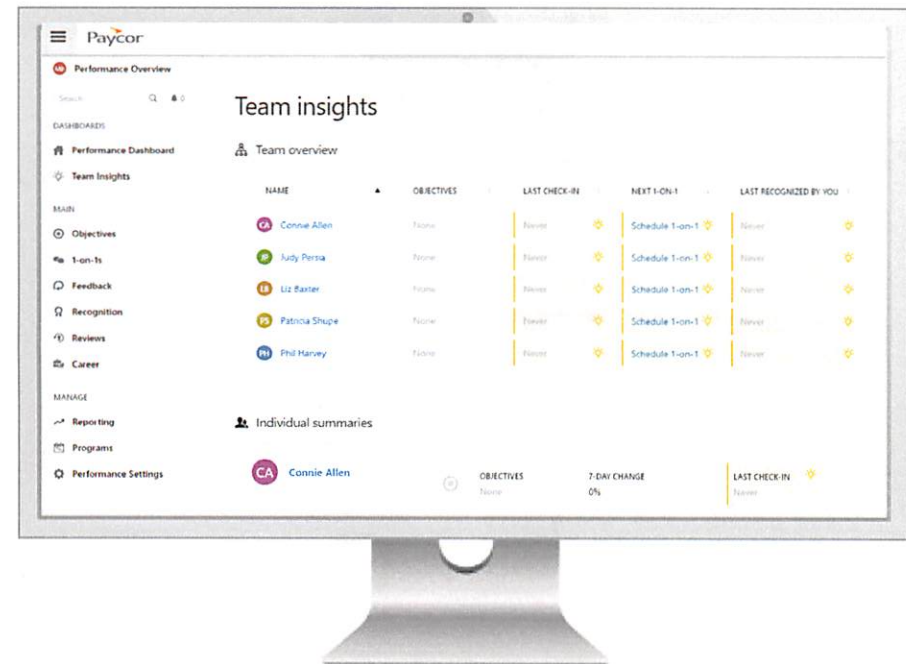
# Inspire Growth & Performance

## Paycor Talent Development:

Our Talent Development allows high-performing companies to shift to more continuous development and coaching conversations that create the right level of focus, help employees feel engaged and deliver better business outcomes.

### FEATURES:

- Goals Available in OKR or SMART Goal Format
- 1:1s-Visualize Employee Performance and Develop Coaching Using a 9-Box Grid
- Scheduled Reminders, Check-Ins, Email Summary and In-App Notifications
- Team, Department & Company Level Goals



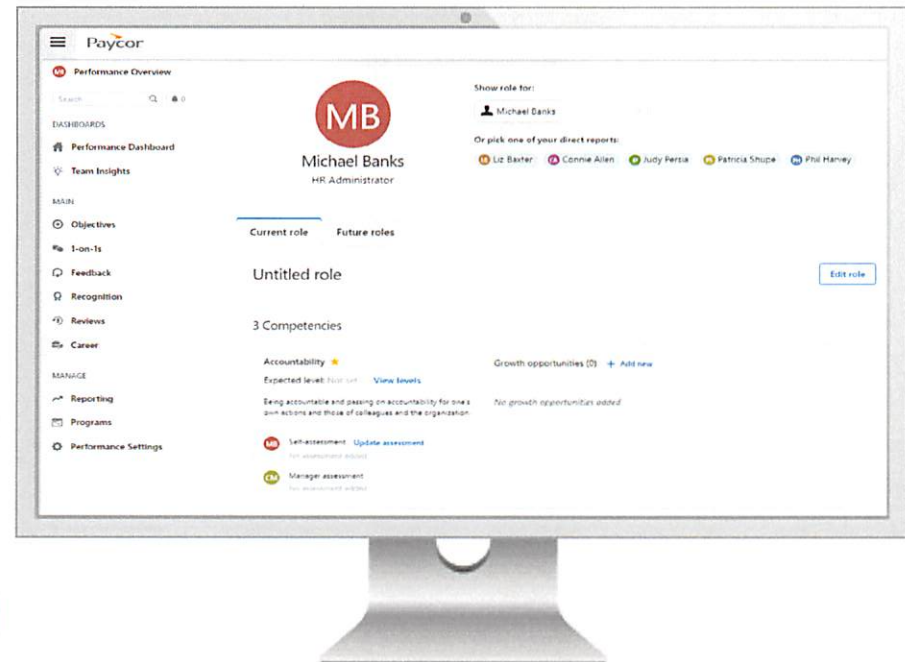
# Coach & Retain Workforce

## Paycor Career Management:

Our Career Management software creates better career strategies, facilitates internal movement and identify talent risks. HR leaders can create a team-oriented organization that helps future proof their workforce and leads to increased business success.

### FEATURES:

- Role & growth profiles
- Succession planning & career assessments
- Determine competencies to existing role or future roles
- Talent attribute insights to track career progression of your workforce





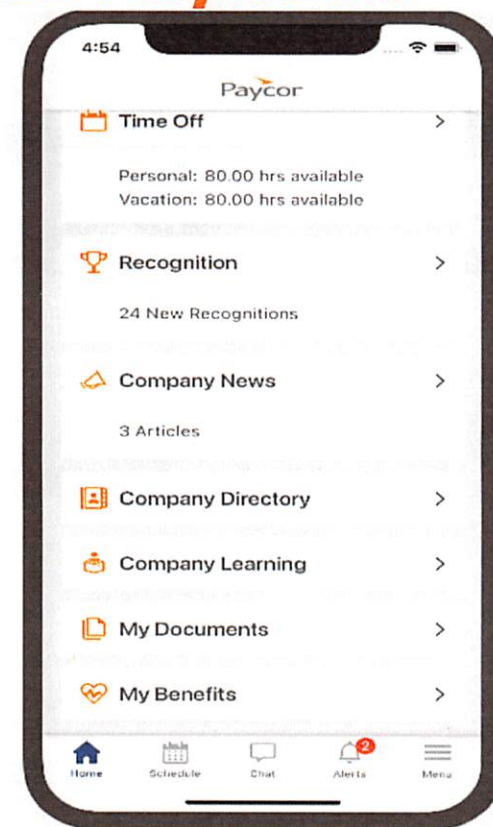
# Reach Managers and Employees Anytime Anywhere

## Paycor Mobile:

HR Leaders can finally empower their managers and employees with the tools they need to take care of important tasks themselves. By freeing HR from the manual jobs that clutter your to-do list, the Mobile app allows you to effectively manage and grow your organization.

### FEATURES:

- Praise employees for a job well done with Shoutouts
- Manage Employee Timecards
- Review and Approve Time Off Requests
- Send Company-Wide Communication to EE's Mobile Device
- Shop, Enroll and Manage employee benefits
- HR Leaders can manage their teams directly from the app
- View and adjust upcoming shifts and schedules
- Quick access to all Paystubs and Tax Documents





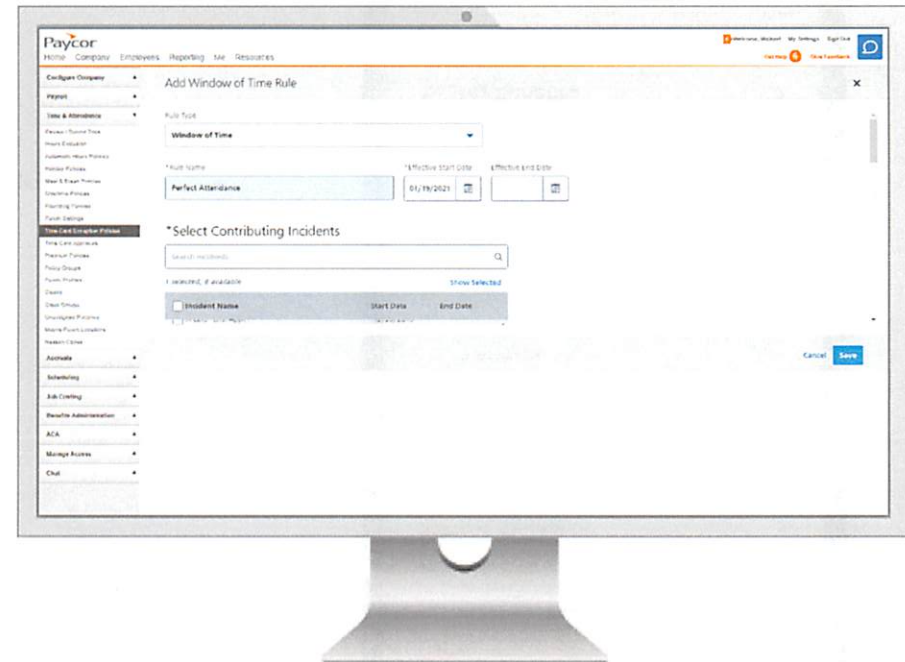
# Optimize Productivity + Track Labor Costs

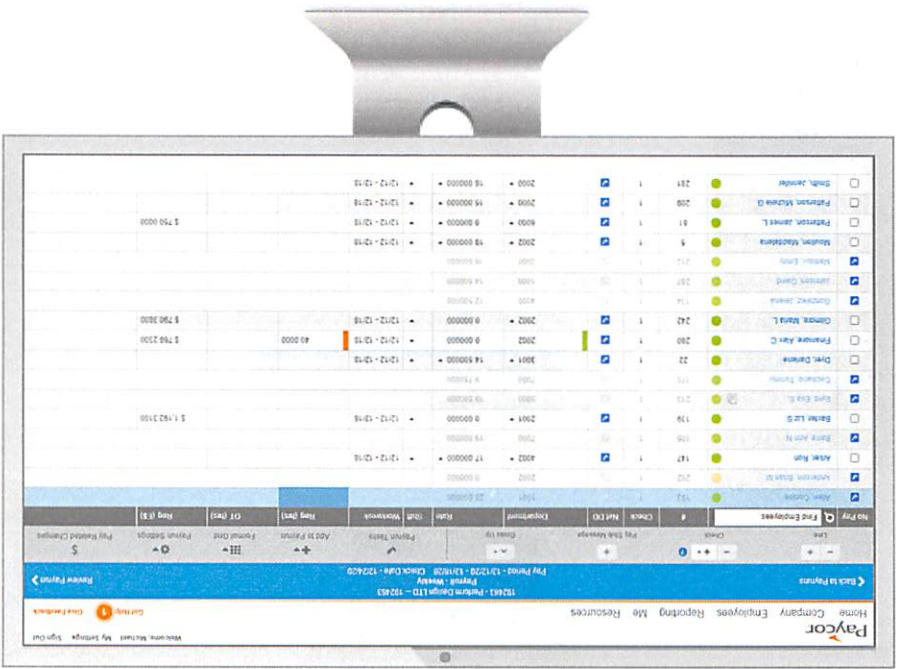
## Paycor Time:

Managing your workforce has never been easier. Easily monitor your labor costs and optimize employee productivity. Manage and track overtime costs and increase productivity through our simplified time and attendance solution.

### FEATURES:

- Unified System of Record
- Mobile punching + geo-validation
- Time Dashboards to hours and overtime
- Special pay and Incentive pay can be recorded on HR profile or spreadsheet
- Attendance Management & scheduling software
- OSHA Reporting





# Confidently Pay Employees

Paycor Payroll:

Quickly, easily and confidently pay employees from wherever you are and never worry about tax compliance again.

## FEATURES:

- Import functionality to pull in incentive and special pay
- Blended Overtime automated
- Immediate Calculation to spot check
- Proactive Notifications and Alerts
- Stress-free Tax Compliance
- Pre-processing reports

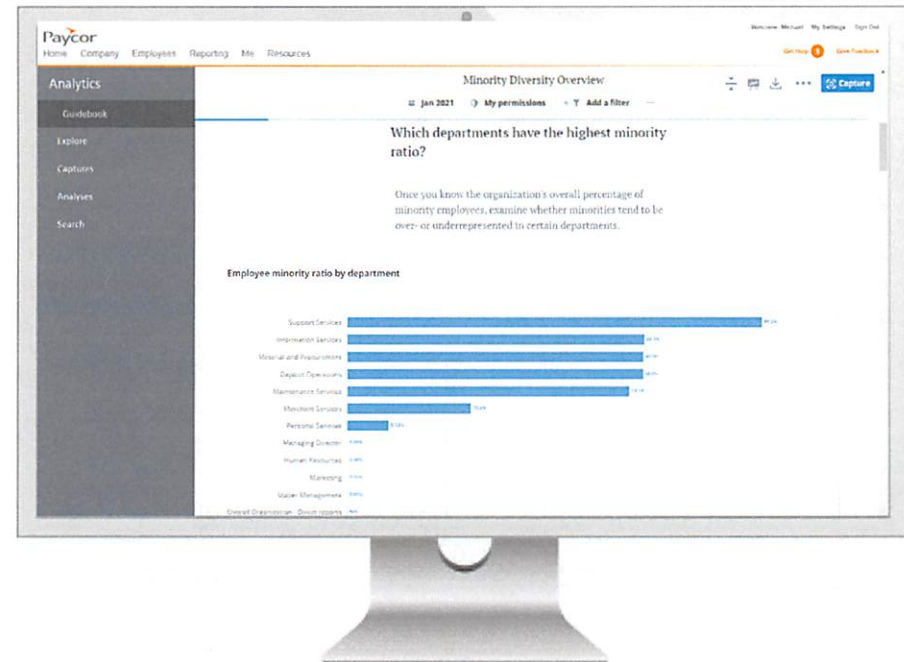
# Transform Data into Trends to Pinpoint Problems

## Paycor Analytics:

Take the complexity out of workforce analysis and planning. Get real-time data insights to make critical business decisions.

### FEATURES:

- Leverages over 800 data points across Paycor's entire product portfolio
- Side by side comparison of employees to understand insights and take action
- Deep Benchmarking Capabilities against EEOC data not just Paycor's client base
- Predictive Insights and Comparison Tools
- Ability to drill down into different insights



# Paycor Implementation Team

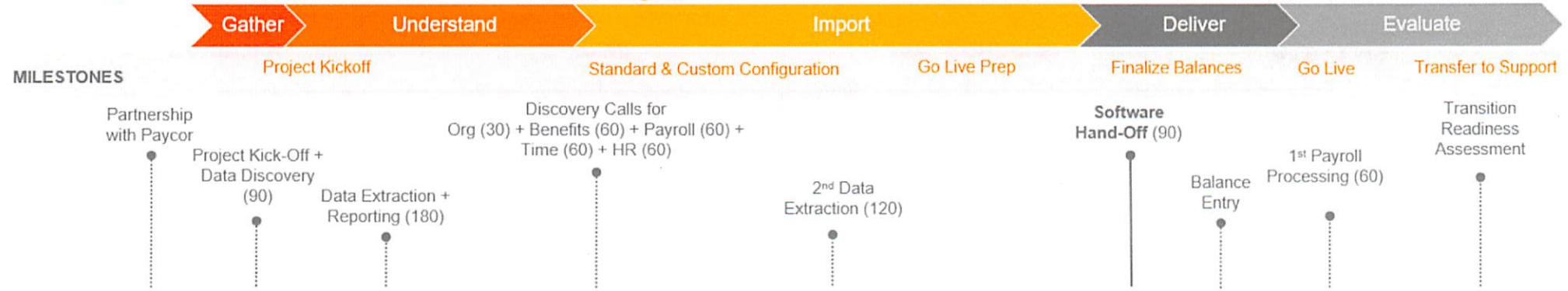
## Project Manager

- Primary contact during implementation
- Manages project scope, risks and timelines
- Schedules and leads meetings
- First point of escalation if issue arise





# Project Milestones and Training Path



**KEY**  
 = Required  
 = Recommended

<b>Payroll Level 1</b> 2 hr Virtual	<b>Payroll Level 2</b> 90 min Virtual	<b>HR</b> 90 min Virtual	<b>Create Reports</b> 30 min eLearning	<b>Payroll Level 3</b> 90 min Virtual	<b>Payroll Level 4</b> 90 min Virtual
<b>Configure Your Company</b> 45 min eLearning	<b>Time</b> 90 min Virtual	<b>Pay Employees</b> 45 min eLearning	<b>Manage Access</b> 30 min eLearning	<b>Open Enrollment Wizard</b> 60 min eLearning	<b>Paycor Analytics</b> 60 min Virtual
<b>Configure Taxes</b> 45 min eLearning	<b>Time (Manager/Supervisor)</b> 45 min eLearning	<b>Manage Employees</b> 45 min eLearning	<b>Onboarding</b> 60 min Virtual	<b>Perform HR Workflows</b> 20 min eLearning	
<b>Configure Org &amp; GL</b> 45 min eLearning	<b>Time Off Manager</b> 10 min Recording				



## Paycor Project Schedule Sample

Go Live Date Range [7] - 10 weeks



\*Note: Customer's schedule is finalized during the Understand Phase.

Paycor Phases	Paycor Effort	Customer Effort	Week	Milestones
	1	1	1-2	Schedule Kick-off meeting
<b>Gather</b> - Working together to obtain customer and employee level data.	4	3	1-2	Schedule data exploration call & discovery meetings for requirements
	2	4	2-3	Collect & review employee/client level data (data exploration call)
	1	2	2-3	Review training options and timelines, select solution
<b>Understand</b> - Determining project scope and timeline.	3	2	2-3	Define success measures and project scope
	4	4	2-3	Define configuration requirements
	2	3	2-3	Define security/application access
	2	1	3	Confirm completion dates and finalize Project Plan
<b>Import</b> - Importing data and completing system configuration.	1	1	3	Schedule status calls
	5	1	3-4	Configure HCM database
	1	3	All	Perform Internal change management
	1	3	3-5	Validate customer & employee level data
	5	3	4-6	Complete comparison payroll run
<b>Deliver</b> - Providing you access to your database.	3	3	4-6	Attend training and [if applicable] access product demos
	2	2	4-6	Complete configuration (System Training) for products
	3	3	4-6	Gain access to database & verify accuracy
	3	2	6-7	Collect & load year-to-date wage and tax data
<b>Evaluate Success</b> - Meeting your ongoing support team and ensuring success.	5	5	7/10/23	Go live with Products*
	3	3	8-9	Evaluate success of partnership
	3	1	12	Prepare for long-term success / Leverage technology for continued learning and success

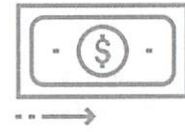


Order for Services  
Prepared by Hannah Jones

Client:  
County of Effingham  
601 N Laurel St  
Springfield, GA 31329  
(912) 754-2123

8287720839

Pricing Summary



One Time Fees		Annualized Fees		First Year Investment	
Setup Fees	\$10,000.00	Service Fees	\$123,456.03	One Time Fees	\$10,000.00
Clock Purchase	\$0.00	Year End Fees	\$5,670.00	Annualized Fees	\$129,126.03
<b>Net One Time Fees</b>	<b>\$10,000.00</b>	<b>Net Annualized</b>	<b>\$129,126.03</b>	<b>Net Total</b>	<b>\$139,126.03</b>

Pricing Detail

	Payrolls	Employees	Processes per Year
Effingham County Bi Weekly	1	450	26
Effingham County-PT Bi Weekly	1	150	26
	2	600	52

Effingham County  
Per Payroll Processing Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
Pro Wage Garnishment	Each	1	\$3.00	\$3.00
			Subtotal:	\$3.00

Effingham County  
New Hire Filing Fees (Incurred per new employee)

Service	Unit	Qty	\$ Cost Per	\$ Total
E-Verify Service	Per Active Employee	1	\$0.00	\$0.00
			Subtotal:	\$0.00

Effingham County



Monthly Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
HCM Cor	Per Active Employee	450	\$10.00	\$4,500.00
ACA Per EE Fee			Included	0
Check Stuffing			Included	0
Electronic Custom Data File			Included	0
Employee Import			Included	0
General Ledger Report			Included	0
HR Support Ctr			Included	0
HR Support Ctr On Demand			Included	0
Labor Distribution			Included	0
Labor Law Poster			Included	0
New Hire Filing EVS			Included	0
Off-Cycle Payrun Fee			Included	0
Onboarding			Included	0
Online Check Stub			Included	0
Online Reporting			Included	0
Pay Options			Included	0
Paycor Analytics Plus			Included	0
Paycor Analytics Pro			Included	0
Paycor Compensation Planning			Included	0
Paycor Expense Management			Included	0
Paycor HR			Included	0
Paycor Pulse			Included	0
Paycor Report Builder			Included	0
Payroll and Tax Service			Included	0
Reporting Options			Included	0
Talent Management Bundle	Per Active Employee	450	\$5.00	\$2,250.00
Paycor Career Management			Included	0
Paycor Paths Upgrade			Included	0
Paycor Recruiting Pro			Included	0
Paycor Smart Sourcing Upgrade (avail. Spring 2023)			Included	0
Paycor Talent Development			Included	0
Workforce Management Pro Bundle	Each	450	\$3.00	\$1,350.00
Paycor Scheduling Pro			Included	0
Paycor Time			Included	0
Paycor Time Geovalidation			Included	0
Paycor Time Points & Incidents			Included	0
Electronic GL Monthly	Per Active Employee	450	\$0.00	\$0.00
Electronic GL Per Run	Per Active Employee	450	\$0.00	\$0.00
Employee Navigator	Per Active Employee	450	\$0.50	\$225.00
Job Costing Electronic GL	Per Active Employee	450	\$0.00	\$0.00
OnDemand Pay	Per Active Employee	1	\$0.00	\$0.00
The Work Number	Per Active Employee	1	\$0.00	\$0.00
Time Off Manager	Per Active Employee	450	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$8,325.00</b>

Effingham County  
 Estimated Year End Fees (Actual value based on quantity of W2's processed. Amount varies by yearly number of



employees)

Service	Unit	Qty	\$ Cost Per	\$ Total
ACA YE 1094 Fee	Each	1	\$75.00	\$75.00
ACA YE 1095 Fee	Each	450	\$2.00	\$900.00
W2 Base Fee	Each	1	\$75.00	\$75.00
W2 Processing	Each	450	\$6.95	\$3,127.50
Subtotal:				\$4,177.50

Effingham County-PT  
Per Payroll Processing Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
Pro Wage Garnishment	Each	1	\$3.00	\$3.00
Subtotal:				\$3.00

Effingham County-PT  
New Hire Filing Fees (Incurred per new employee)

Service	Unit	Qty	\$ Cost Per	\$ Total
E-Verify Service	Per Active Employee	1	\$0.00	\$0.00
Subtotal:				\$0.00

Effingham County-PT  
Monthly Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
HCM Cor	Per Active Employee	150	\$5.00	\$750.00
ACA Per EE Fee			Included	0
Check Stuffing			Included	0
Electronic Custom Data File			Included	0
Employee Import			Included	0
General Ledger Report			Included	0
HR Support Ctr			Included	0
HR Support Ctr On Demand			Included	0
Labor Distribution			Included	0
Labor Law Poster			Included	0
New Hire Filing EVS			Included	0
Off-Cycle Payrun Fee			Included	0
Onboarding			Included	0
Online Check Stub			Included	0
Online Reporting			Included	0
Pay Options			Included	0
Paycor Analytics Plus			Included	0
Paycor Analytics Pro			Included	0
Paycor Compensation Planning			Included	0
Paycor Expense Management			Included	0
Paycor HR			Included	0
Paycor Pulse			Included	0





Paycor Report Builder			Included	0
Payroll and Tax Service			Included	0
Reporting Options			Included	0
Talent Management Bundle	Per Active Employee	150	\$5.00	\$750.00
Paycor Career Management			Included	0
Paycor Paths Upgrade			Included	0
Paycor Recruiting Pro			Included	0
Paycor Smart Sourcing Upgrade (avail. Spring 2023)			Included	0
Paycor Talent Development			Included	0
Workforce Management Pro Bundle	Each	150	\$3.00	\$450.00
Paycor Scheduling Pro			Included	0
Paycor Time			Included	0
Paycor Time Geovalidation			Included	0
Paycor Time Points & Incidents			Included	0
Electronic GL Monthly	Per Active Employee	150	\$0.00	\$0.00
Electronic GL Per Run	Per Active Employee	150	\$0.00	\$0.00
Job Costing Electronic GL	Per Active Employee	150	\$0.00	\$0.00
The Work Number	Per Active Employee	1	\$0.00	\$0.00
Time Off Manager	Per Active Employee	150	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$1,950.00</b>

Effingham County-PT  
 Estimated Year End Fees (Actual value based on quantity of W2's processed. Amount varies by yearly number of employees)

Service	Unit	Qty	\$ Cost Per	\$ Total
ACA YE 1094 Fee	Each	1	\$75.00	\$75.00
ACA YE 1095 Fee	Each	150	\$2.00	\$300.00
W2 Base Fee	Each	1	\$75.00	\$75.00
W2 Processing	Each	150	\$6.95	\$1,042.50
			<b>Subtotal:</b>	<b>\$1,492.50</b>

County of Effingham Implementation

Implementation Fees	Qty	\$ Cost Per	\$ Total	
ACA Setup Fee	650	\$0.00	\$0.00	
Electronic GL Setup Fee	1	\$0.00	\$0.00	
Employee Navigator Setup Fee	1	\$0.00	\$0.00	
Onboarding Setup Fee	650	\$0.00	\$0.00	
Paycor HR Setup Fee	650	\$7.69	\$5,000.00	
Paycor Recruiting Pro Setup Fee	650	\$0.00	\$0.00	
Paycor Time Setup Fee	650	\$0.00	\$0.00	
Payroll Setup Fee	650	\$7.69	\$5,000.00	
ACA Setup Fee	650	\$0.00	\$0.00	
Onboarding Setup Fee	650	\$0.00	\$0.00	
Paycor Recruiting Pro Setup Fee	650	\$0.00	\$0.00	
Paycor Time Setup Fee	650	\$0.00	\$0.00	
			<b>Subtotal:</b>	<b>\$10,000.00</b>





Order Summary for County of Effingham  
 601 N Laurel St, Springfield, GA 31329  
 (912) 754-2123

Effingham County (Bi-weekly processing on MM - HCM Core Pricing solution)

	Occurrences	\$ Cost Per	\$ Total
Per Payroll Processing Fees	26	\$3.00	\$78.00
Monthly Fees	12	\$8,325.00	\$99,900.02
Estimated Year End Fees	1	\$4,177.50	\$4,177.50
<b>Annualized Total</b>			<b>\$104,155.52</b>

Effingham County-PT (Bi-weekly processing on MM - HCM Core Pricing solution)

	Occurrences	\$ Cost Per	\$ Total
Per Payroll Processing Fees	26	\$3.00	\$78.00
Monthly Fees	12	\$1,950.00	\$23,400.01
Estimated Year End Fees	1	\$1,492.50	\$1,492.50
<b>Annualized Total</b>			<b>\$24,970.51</b>

County of Effingham Total

	\$ Total
Per Payroll Processing Fees – Annual Total	\$156.00
Monthly Fees – Annual Total	\$123,300.03
Estimated Year End Fees – Annual Total	\$5,670.00
<b>Annualized Total</b>	<b>\$129,126.03</b>
<b>Implementation Fees</b>	<b>\$10,000.00</b>

The client specified above (“You,” “Your,” or “Client”), has executed this Order for Services (“Order”) as of the date set forth below for the products and services identified herein and any subsequent Order issued hereunder. This Order, and any subsequent Orders provided thereunder, and Your receipt of any products or services are governed by and subject to the Provider Terms and all applicable additional terms (each as defined in the Provider Terms, collectively ‘Provider Terms’), a copy of which can be accessed at <https://www.paycor.com/terms-and-conditions-01feb2023/> (which may be updated from time to time). You acknowledge and agree that Your signature below constitutes Your consent to be bound by this Order, the Provider Terms and any Third-Party Terms (if applicable, as defined in the Provider Terms), and all other applicable terms for services You order. All capitalized terms herein as defined in the Provider Terms.

**Monthly Fees**

**Bundled Pricing:** If Client purchases Paycor Services that are subject to bundled pricing, Paycor will begin billing Client monthly Fees for the month during which Client first processes payroll.

**Non-Bundled Pricing:** If Client purchases Paycor Services which are not subject to bundled pricing, Paycor will begin billing Client for Fees either for the month during which the Paycor Service is activated or when Client first processes payroll, whichever occurs later. Paycor will bill all recurring monthly and per processing fees at minimum once per month.

Prices for in-application purchases are not included in this Order and will be included in the invoice following the in-application purchase.



**Year End Fees:** Paycor will bill year end fees following the provision of year-end services.

**Miscellaneous Fees:** Any miscellaneous fees accrued will be included on Client's next regular invoice.

**Payment Terms:** Client will pay all invoices in accordance with the due date set forth on such invoice.

**Volume Based Pricing:** The prices for certain Services as set forth on this Order may be volume and/or transaction based and totals reflected on the Order are based upon estimated volumes as specified by the Client. You will be invoiced based upon the actual quantity of Units as outlined in this Order.

**Minimum Volume or Fee Requirements:** Certain Services may also be subject to a minimum employee count or minimum fee requirement. If You do not meet the minimum requirement for the applicable Services, You may be assessed a minimum fee for such monthly period. Any minimum fee will be considered a Miscellaneous Fee.

**Clocks:** If Client rents or purchases Clocks with time services, the following language shall apply:

**Rented Clocks:** Unless otherwise set forth in the applicable Order, all fees for Rented Clocks shall begin (and shall be invoiced from) the first day of the month in which the Rented Clock is shipped to Client (unless that Rented Clock has been returned) regardless of when in the month those Rented Clock(s) are ordered and shipped to Client.

**Purchased Clocks:** The purchase price for the Purchased Clocks is the amount set forth on the Order (which includes the clock price and an extended warranty), which will be billed and shall be paid by the last day of the month in which the Purchased Clock is shipped to the Client.

#### Additional Terms

**Implementation Recovery Fee.** Notwithstanding anything to the contrary in the Agreement, You understand and acknowledge that as a result of entering into this Agreement: (a) Paycor will expend material time and effort to onboard You into Paycor systems; (b) any Implementation Fees paid by You to Paycor do not fully cover the cost of such onboarding; and (c) that You will owe Paycor a fee ('Implementation Recovery Fee') as consideration for such onboarding efforts in the event that:

- (i) Unless otherwise mutually agreed by the parties, You do not commence processing of payroll prior to the six-month anniversary of the effective date of this Agreement, in which case, Paycor may bill the Implementation Recovery Fee after the six-month anniversary of the effective date of this Agreement;
- (ii) You request to terminate the Agreement prior to your first payroll run date, in which case, Paycor may bill the Implementation Recovery Fee upon your request to terminate the Agreement prior to your first payroll run date, or;
- (iii) You fail to reasonably participate in or cooperate with Paycor's implementation of the Services as determined within Paycor's reasonable discretion, in which case, Paycor may bill the Implementation Recovery Fee upon your failure to reasonably cooperate with or respond in a reasonably timely manner to Paycor's efforts to implement the Services prior to your first payroll run date.

The foregoing Implementation Recovery Fee will be not charged if any of (i) (ii) or (iii) result from an uncured material breach of this Agreement by Paycor, as determined within Paycor's reasonable discretion.

Such Implementation Recovery Fee will be in an amount equal to one-half of the 'Annualized Total' provided above, less any amounts actually paid by You under this Agreement (other than Implementation Fees). For the purposes of this section Annualized Total is defined as \$129,126.03. Paycor's collection of the Implementation Recovery Fee shall not limit Paycor's right to collect any such amounts as otherwise provided in the terms of the Agreement.

Early Termination Fee Acknowledgement. Initial Here: \_\_\_\_\_

**Implementation Fees.** Notwithstanding anything to the contrary in the Provider Terms, Paycor will bill Client fifty percent (50%) of the total Implementation Fees within seven (7) days of Client signing the Agreement and the remaining fifty percent (50%) of the total Implementation Fees will be billed when Client first processes payroll. If Client and Paycor have signed a Statement of Work, Paycor will bill for services monthly as delivered. Implementation Fees are non-refundable.

Provider will provide You with promotional credits (the 'Credits') equal to any monthly fees incurred in using Provider's HCM Cor service for the first 3 (three) months commencing the month of Your first payroll run date. The parties understand and agree that neither Implementation Fees nor any other Payroll-related fees (including without limitation paycheck shipping and handling fees) are a part of the offer and that all fees other than the monthly or per-processing payroll fees (excluding delivery) will remain payable by You according to the terms of this Order and the Provider Terms. Prices may be subject to change if this Order is not accepted 2023-05-13  
 Except for miscellaneous fees and certain other costs, including but not limited to delivery fees, NSF fees, wire transfer fees and EFT reissue fees, the prices set forth on this Order are guaranteed for 36 (thirty-six) months from the date of Your first payroll run date (the "Price Lock Period").





**OnDemand Pay.** As part of the services to which you are subscribing, you will have access to Pay on Demand ('Payactiv Services') provided by Third-Party Provider, PayActiv, Inc ('PayActiv'). In order to access any of the services offered by PayActiv, please executed the Program Summary Form. By accessing any of the Payactiv Services, you confirm that you have read, understand, and agree with the Program Summary Form and the terms and conditions referenced therein. You acknowledge that Payactiv Services are 'Third-Party Products' as provided under the Provider Terms and consents to Provider sending the Program Summary Form and the data included therein to PayActiv.

**Paycor Smart Sourcing.** As part of the services to which you are subscribing, you will have access to Paycor Smart Sourcing provided by Third-Party Provider, Talenya, Inc., an affiliate of Paycor, Inc. ('Talenya'). By accessing any of the features of Paycor Smart Sourcing, you confirm that you have read, understand, and agree with the Talenya, Inc. terms and conditions located at <https://www.paycor.com/smart-sourcing-terms-conditions>. You acknowledge that Paycor Smart Sourcing is a 'Third-Party Product' as provided under the Paycor Terms and consent to Paycor sending the Client Data to Talenya.

**The Work Number Service.** The Work Number service (the 'The Work Number Service') is a service that provides subscribing employers with an automated method of providing employment and income verifications to authorized third parties. If Client subscribes to The Work Number Service, it consents to data transmissions between Provider and the third-party provider, TALX Corporation, a wholly owned subsidiary of Equifax, Inc. and a provider of Equifax Workforce Solutions. By subscribing to The Work Number Services, Client agrees to allow TALX Corporation to act on the behalf of the Client when working with an authorized third party ('Verifier') making a request with a federal Fair Credit Reporting Act ('FCRA') permissible purpose to verify employment and/or income information ('Employment Data') in connection with The Work Number Service. The type of Employment Data that may be exchanged under The Work Number Service may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Employment-Data-List.pdf>. Client authorizes Provider to transmit Employment Data entered into Provider Products and Services to TALX Corporation on behalf of Client in order to furnish TALX Corporation with the data needed to provide The Work Number Service. As the furnisher, Client further agrees to comply with its obligations as a furnisher as defined in FCRA and as set forth in the NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA which may be found at <https://www.paycor.com/wp-content/uploads/2021/12/The-Work-Number-Notice-to-Furnisher-of-Information.pdf>.

**Labor Law Poster.** With the Labor Law Poster service, you will have access to Poster Elite's E-Update Service ('Poster Elite Service') provided by Third-Party Provider, Elite Business Ventures, Inc. To activate the Labor Law Poster service, you must fill out an information request form that will be provided or made available to you as part this service. By accessing the Poster Elite Service, you confirm that you have read, understand, and agree with the terms and conditions for the Poster Elite Service located at [www.PosterElite.com/eupdate\\_terms\\_of\\_use](http://www.PosterElite.com/eupdate_terms_of_use). You also acknowledge that the Poster Elite Service is a 'Third-Party Product' as provided under the Provider Terms and consent to Provider sending information needed to fulfill your order, including contact and shipping information to Elite Business Ventures, Inc.

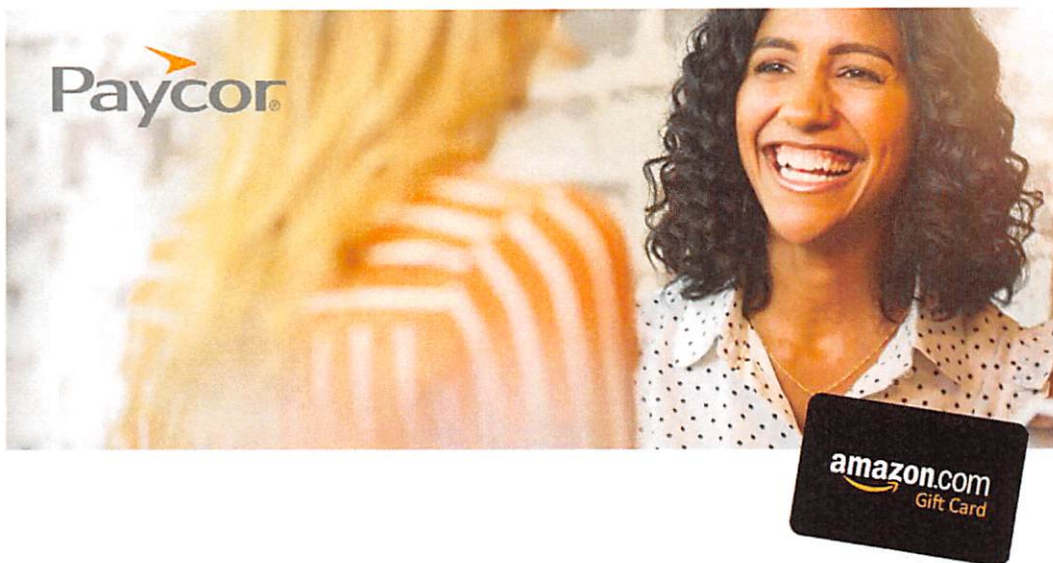
**Client Acknowledgements; Representation.** You acknowledge and agree that: (i) this Order may be considered an application for credit; (ii) You authorize Provider to investigate Your credit including vendor references, bank account status and history, and the personal credit of the owner(s) and/or principal(s); and (iii) Provider may elect not to provide certain Provider Services (as defined in the Provider Terms) requested by You based upon factors determined to be relevant by Provider in its sole discretion, including, without limitation, Provider's review of Your credit history.

No Order, Supplement Agreement, Other Agreement or the Provider Terms may be modified or amended except by a separate written amendment executed by authorized representatives of each party. Handwritten changes and modifications, even if initialed, are invalid and shall be of no force or effect.

Client is properly authorized to execute this Order and all internal approvals that the Client may require have been obtained prior to the Order being executed. By signing this Order, I certify that I am authorized to sign on behalf of the Client and agree to the terms of this Order and any documents incorporated herein.

<b>Paycor Inc.</b>	<b>Client: County of Effingham</b>
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____





Customer Referral Program

## Refer a friend to Paycor and receive up to a \$300 Amazon gift card for you and up to a \$300 invoice credit for your company!

We value your partnership and would love the opportunity to support more organizations like yours. Once your referral becomes a Paycor customer, you'll receive an Amazon gift card and a Paycor invoice credit based on their employee count:

**\$200** If your referral company has 99 employees or less, you'll get a **\$100 gift card** and **\$100 invoice credit**.

**\$400** If your referral company has between 100 and 249 employees, you'll get a **\$200 gift card** and **\$200 invoice credit**.

**\$600** If your referral company has more than 250 employees, you'll get a **\$300 gift card** and **\$300 invoice credit**.

Amazing customers like you are the secret to our success and we look forward to helping new business and HR leaders make a difference in their organizations.

For more details or to refer a friend, visit <https://go.paycor.com/Customer-Referral>



## Sarah A. Mausolf

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**From:** Hannah Jones <HJones@paycor.com>  
**Sent:** Wednesday, March 29, 2023 2:30 PM  
**To:** Sarah A. Mausolf; Timothy Callanan; Mark Barnes; Kerrie Carroll  
**Cc:** Brett Bennett; Tracy Demarest; Jeff Pyatt  
**Subject:** EXTERNAL:RE: Paycor-Next Steps  
**Attachments:** USI + Paycor.PDF

Hi Everyone,

Hope you're all having a great week so far ☺ We are excited to dive deeper next Wednesday with the team again. I wanted to send a high level recap of our technology overview based off the needs discussed last week together just as a reference for our next meeting. If you have any questions in between now and then please don't hesitate to reach out!

### Paycor Technology Alignment:

- ✓ 1 single database that includes ATS/Recruiting, Onboarding, HR, Time & Attendance, Performance Management & Payroll under a **single sign-on**.
- ✓ Employee mobile app to request PTO, access paystubs/W2's, built-in timeclock with Geofencing options.
- ✓ Employee Navigator full 360 integration
- ✓ National partnership with USI (*see attached*)
- ✓ 100% Fully electronic database to store all employee documents in employee profile. As well as, options to add/change positions with one click and track job history in one place.
- ✓ Talent Development feedback tool improves the communication loop between peers, teams, and the company as a whole. You can quickly pull 1:1s, include feedback and goals to conduct time-efficient reviews based on historical performance data & reduce bias.
- ✓ Paycor's analytics for real time data insights that will benchmark the results with your competitors using EEOC government data. As well as, point in time reporting on Absenteeism, retention, resignation, diversity & inclusion etc.
- ✓ A Streamlined recruiting process with one-click option for social media posts, faster application process by omitting the log in process, & ability to increase word-of-mouth recruiting by Paycor's Gravity app.
- ✓ Easy-to-use and deploy LMS system that allow seamless integrations with homegrown content, with options to upload your own content.
- ✓ Compliance dashboard to show any potential risk and make recommendations on tax withholdings.
- ✓ Wage Garnishment service handled 100% by Paycor on your behalf.
- ✓ Custom report builder- Enter parameters to compile data to view trends in overtime, benefits paid etc.
- ✓ ACA and EEO-1 reporting with downloadable excel file.
- ✓ Payroll with **real time** changes. No batch payroll.
- ✓ Custom GL build out.
- ✓ Labor budget forecasting & reporting.

Best,

**Sarah A. Mausolf**

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**From:** Hannah Jones <HJones@paycor.com>  
**Sent:** Friday, March 24, 2023 8:09 AM  
**To:** Sarah A. Mausolf; Timothy Callanan; Mark Barnes; Kerrie Carroll  
**Cc:** Brett Bennett; Jeff Pyatt; Tracy Demarest  
**Subject:** EXTERNAL:Paycor-Next Steps

Good Morning Everyone!

Thank you for your time and hospitality yesterday, it was much appreciated (Brett is still in a food coma...) It was refreshing to hear about your desire to optimize your HRIS infrastructure as a key driver in employee engagement and retention while having a robust software that enhances your frontline leader's experience. I put some times below for our analysis call together. Please let me know what day/time works best for you guys!

Next Steps:

Full analysis- 1 hour

- Friday 3/31 @ 9 or 9:30am
- Monday 4/3 @ 2pm
- Wednesday 4/5 @ 2:30 or 3pm
- Thursday 4/6 @ 10 or 11am

Please send me the following documents for validation with our product engineering team:

1. All PTO policies
2. GL sample file & COA

Have a beautiful weekend 😊



Hannah Jones | Enterprise Sales Executive  
Jacksonville, FL  
Direct: 828.772.0839  
Gainesville SHRM: Secretary-Board of Directors



*"No one who achieves success does so without the help of others. The wise acknowledge this help with gratitude."*

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**Sarah A. Mausolf**

**From:** Hannah Jones <HJones@paycor.com>  
**Sent:** Thursday, April 13, 2023 3:55 PM  
**To:** Sarah A. Mausolf  
**Subject:** EXTERNAL:Paycor Months Free

Hey Sarah- wanted to send you a one off email to say sorry I hung up as you were still talking to me! Also, to put the 3 months free of HCM Cor into a cost savings perspective for you, it would be a savings of around **\$15,000** (give or take for headcount).

Let me know any feedback you receive. Here to support you 😊

Have a beautiful weekend!



*Hannah Jones | Enterprise Sales Executive*  
Jacksonville, FL  
Direct: 828.772.0839  
*Gainesville SHRM: Secretary-Board of Directors*



*“No one who achieves success does so without the help of others. The wise acknowledge this help with gratitude.”*

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\*\*\*\* This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. \*\*\*\*

**Sarah A. Mausolf**

**From:** Mark Barnes  
**Sent:** Friday, April 21, 2023 3:36 PM  
**To:** Hannah Jones; Sarah A. Mausolf  
**Cc:** Kerrie Carroll; Timothy Callanan  
**Subject:** RE: EXTERNAL:RE: Effingham - payroll processing questions  
**Attachments:** Georgia Department of Labor file format specs.pdf

I think the few special file formats we use are pretty basic so the PSO team could handle them if the built-in report writer wasn't able. The attached PDF is from the Georgia Dept. of Labor and outlines their file format requirements.

Can we get an example of an interfacing journal entry that Paycor generates after payroll processing is complete – a JE that's meant to be imported into general ledger software? Preferably a JE from a government entity?

Thank you,  
Mark

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**From:** Hannah Jones [mailto:HJones@paycor.com]  
**Sent:** Wednesday, April 19, 2023 3:45 PM  
**To:** Sarah A. Mausolf <SMausolf@EffinghamCounty.org>; Mark Barnes <mbarnes@EffinghamCounty.org>  
**Cc:** Kerrie Carroll <KCarroll@EffinghamCounty.org>; Timothy Callanan <TCallanan@EffinghamCounty.org>  
**Subject:** RE: EXTERNAL:RE: Effingham - payroll processing questions

Yes, sorry about that. It would depend on the report and the customization required for your file. You may be able to customize the file within our custom report builder and add the fields that you need.

We also have an internal Professional Service Organization (PSO) team, they help my clients with third-party integrations/custom reports. If you can send me the specifics on what is needed for your custom formats I can go ahead and reach out to the PSO team to evaluate if it's necessary for them to create the file for you.



*Hannah Jones | Enterprise Sales Executive*  
Jacksonville, FL  
Direct: 828.772.0839  
*Gainesville SHRM: Secretary-Board of Directors*



*"No one who achieves success does so without the help of others. The wise acknowledge this help with gratitude."*



**From:** Sarah A. Mausolf <[SMausolf@EffinghamCounty.org](mailto:SMausolf@EffinghamCounty.org)>  
**Sent:** Wednesday, April 19, 2023 2:23 PM  
**To:** Hannah Jones <[HJones@paycor.com](mailto:HJones@paycor.com)>; Mark Barnes <[mbarnes@EffinghamCounty.org](mailto:mbarnes@EffinghamCounty.org)>  
**Cc:** Kerrie Carroll <[KCarroll@EffinghamCounty.org](mailto:KCarroll@EffinghamCounty.org)>; Timothy Callanan <[TCallanan@EffinghamCounty.org](mailto:TCallanan@EffinghamCounty.org)>  
**Subject:** RE: EXTERNAL:RE: Effingham - payroll processing questions

Hey Hannah-

Just wanted to circle back and see if you all were able to secure an answer on the **EFW2 Format** question?

Thank you, Sarah

**From:** Hannah Jones [<mailto:HJones@paycor.com>]  
**Sent:** Friday, April 14, 2023 4:10 PM  
**To:** Mark Barnes <[mbarnes@EffinghamCounty.org](mailto:mbarnes@EffinghamCounty.org)>  
**Cc:** Kerrie Carroll <[KCarroll@EffinghamCounty.org](mailto:KCarroll@EffinghamCounty.org)>; Sarah A. Mausolf <[SMausolf@EffinghamCounty.org](mailto:SMausolf@EffinghamCounty.org)>; Timothy Callanan <[TCallanan@EffinghamCounty.org](mailto:TCallanan@EffinghamCounty.org)>  
**Subject:** EXTERNAL:RE: Effingham - payroll processing questions

Happy Friday Mark!

See my responses below:

As a government we use fund accounting and with that, interfunds are a part of every payroll run we do. Does the payroll module allow for us to designate which departments are part of which accounting fund, and if so how does the GL interface portion of Paycor handle the interfunds? **In short, yes. We should be able to accommodate, we recommend reviewing your GL to confirm though. (We need COA and sample GL file)**

We have a minority of employees, maybe 5%, that insist on a physical check – will that be an option with Paycor? **Yes, 100%.**

On the quarterly 941 and annual W2 processing – what does that look like? Will Paycor calculate and populate all W2's and we simply review and press 'go'? **In a sense yes, you have time/access to review these before filing on your behalf. Again, we own all liability for this.**

We have some outside parties that require files be created in custom formats – similar to how the Social Security Administration requires W2's be submitted in the EFW2 format, we need a special file format for our bi-weekly reporting to our 401a/457b plan and also our quarterly reporting to the Georgia Department of Labor. We would need Paycor to be able to generate those reports so we could remit to the outside parties and they can upload them into their systems. **Just submitted this to our team and will have an answer back shortly.**

What does the process of funding the payroll bank account look like? **We draft funds out of account 24 hours prior to the check date no matter when you process. i.e. If you submit payroll on Tuesday at 2pm with a check date of that Friday, the total funds are pulled on Thursday. Our rules for processing are by 3pm 2 days prior, i.e. check date of Friday means payroll should be submitted by 3pm Wednesday.**

Hope this helps, let me know!



Hannah Jones | Enterprise Sales Executive  
Jacksonville, FL  
Direct: 828.772.0839  
Gainesville SHRM: Secretary-Board of Directors



*“No one who achieves success does so without the help of others. The wise acknowledge this help with gratitude.”*

**From:** Mark Barnes <[mbarnes@EffinghamCounty.org](mailto:mbarnes@EffinghamCounty.org)>  
**Sent:** Thursday, April 13, 2023 6:21 PM  
**To:** Hannah Jones <[HJones@paycor.com](mailto:HJones@paycor.com)>  
**Cc:** Kerrie Carroll <[KCarroll@EffinghamCounty.org](mailto:KCarroll@EffinghamCounty.org)>; Sarah A. Mausolf <[SMausolf@EffinghamCounty.org](mailto:SMausolf@EffinghamCounty.org)>; Timothy Callanan <[TCallanan@EffinghamCounty.org](mailto:TCallanan@EffinghamCounty.org)>  
**Subject:** Effingham - payroll processing questions

Hello again,

We had a few questions regarding the payroll/GL side of Paycor:

As a government we use fund accounting and with that, interfunds are a part of every payroll run we do. Does the payroll module allow for us to designate which departments are part of which accounting fund, and if so how does the GL interface portion of Paycor handle the interfunds?

We have a minority of employees, maybe 5%, that insist on a physical check – will that be an option with Paycor?

On the quarterly 941 and annual W2 processing – what does that look like? Will Paycor calculate and populate all W2’s and we simply review and press ‘go’?

We have some outside parties that require files be created in custom formats – similar to how the Social Security Administration requires W2’s be submitted in the EFW2 format, we need a special file format for our bi-weekly reporting to our 401a/457b plan and also our quarterly reporting to the Georgia Department of Labor. We would need Paycor to be able to generate those reports so we could remit to the outside parties and they can upload them into their systems.

What does the process of funding the payroll bank account look like?

Thank you,

**Mark W. Barnes**  
Finance Director  
Finance Office

**Effingham County Board of Commissioners**  
804 S. Laurel Street | Springfield, Georgia 31329

O (912) 754 8011 | F (912) 754 6097

[mbarnes@effinghamcounty.org](mailto:mbarnes@effinghamcounty.org) | [www.effinghamcounty.org](http://www.effinghamcounty.org)

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## Exhibit A

### Order Form

# NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")  
 2120 Park Pl, Suite 100  
 El Segundo, CA 90245  
 United States  
 billing@neogov.com  
 Sales Rep: Vincent VanAuker

Effingham, County of (GA)  
 405 N Ash St  
 Springfield, GA 31329  
 USA

Quote Valid From: 12/14/2022  
 Quote Valid To: 1/31/2023

Quote Number: Q-08425  
 PaymentTerms: Annual,Net 30  
 Subscription Term in Months: 41

Employee Count: 473  
 Order Summary

Prorated (2/1/2023-6/30/2023)

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING	2/1/2023	6/30/2023	\$30,307.01
Custom Bundle Setup and Training	ONE-TIME			\$48,600.00
PowerPolicy Subscription	RECURRING	2/1/2023	6/30/2023	\$3,453.08
PowerPolicy Setup	ONE-TIME			\$1,800.00
Attract Subscription	RECURRING	2/1/2023	6/30/2023	\$2,762.47
Attract Setup	ONE-TIME			\$3,000.00
<b>Prorated (2/1/2023-6/30/2023) TOTAL:</b>				<b>\$89,922.56</b>

Year 1

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$73,747.00
Attract Subscription	RECURRING			\$6,722.00
PowerPolicy Subscription	RECURRING			\$8,402.50
<b>Year 1 TOTAL:</b>				<b>\$88,871.50</b>

Year 2

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$110,620.50
Attract Subscription	RECURRING			\$10,083.00
PowerPolicy Subscription	RECURRING			\$12,603.75
<b>Year 2 TOTAL:</b>				<b>\$133,307.25</b>

Year 3

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$156,343.64
Attract Subscription	RECURRING			\$14,250.64
PowerPolicy Subscription	RECURRING			\$17,813.30
<b>Year 3 TOTAL:</b>				<b>\$188,407.58</b>

**ORDER TOTAL: \$500,508.89**



# Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")  
2120 Park Pl, Suite 100  
El Segundo, CA 90245  
United States  
billing@neogov.com  
Sales Rep: Vincent VanAuker

Effingham, County of (GA)  
405 N Ash St  
Springfield, GA 31329  
USA

Quote Valid From: 12/14/2022  
Quote Valid To: 1/31/2023

Quote Number: Q-08427  
PaymentTerms: Annual,Net 30  
Subscription Term in Months: 41

Employee Count: 473  
Order Summary

Prorated (2/1/2023-6/30/2023)

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Benefits License, Payroll Software License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING	2/1/2023	6/30/2023	\$37,636.26
Custom Bundle Setup and Training	ONE-TIME			\$67,800.00
PowerPolicy Subscription	RECURRING	2/1/2023	6/30/2023	\$3,453.08
PowerPolicy Setup	ONE-TIME			\$1,800.00
Attract Subscription	RECURRING	2/1/2023	6/30/2023	\$2,762.47
Attract Setup	ONE-TIME			\$3,000.00
<b>Prorated (2/1/2023-6/30/2023) TOTAL:</b>				<b>\$116,451.81</b>

Year 1

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Benefits License, Payroll Software License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$91,581.50
Attract Subscription	RECURRING			\$6,722.00
PowerPolicy Subscription	RECURRING			\$8,402.50
<b>Year 1 TOTAL:</b>				\$106,706.00

Year 2

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Benefits License, Payroll Software License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$137,372.25
Attract Subscription	RECURRING			\$10,083.00
PowerPolicy Subscription	RECURRING			\$12,603.75
<b>Year 2 TOTAL:</b>				\$160,059.00

Year 3

Service Description	Type	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Perform License, Learn License, eForms License, Core HR License, Time & Attendance License, Benefits License, Payroll Software License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$194,152.78
Attract Subscription	RECURRING			\$14,250.64

Service Description	Type	Start Date	End Date	Term Price
PowerPolicy Subscription	RECURRING			\$17,813.30
Year 3 TOTAL:				\$226,216.72

**ORDER TOTAL:** **\$609,433.53**





Overview:

# PRODUCT IMPLEMENTATION PROCESS

This timeline reflects the duration of a single product implementation and excludes HRIS. Multiple products may take longer.

PRE-IMPLEMENTATION	PHASE 1	PHASE 2	PHASE 3	PHASE 4	POST-IMPLEMENTATION
<b>1 WEEK</b>	<b>2-8 WEEKS</b>	<b>2-3 WEEKS</b>	<b>2-3 WEEKS</b>	<b>2-3 WEEKS</b>	<b>ONGOING</b>
<ul style="list-style-type: none"> <li>HR assigns Project Lead</li> <li>IC assigned to project</li> <li>IC emails HR to schedule kick-off call</li> <li>Business process review</li> <li>HR assembles Project Team</li> <li>HR completes pre-kick-off call questionnaire</li> </ul>	<ul style="list-style-type: none"> <li>Kickoff call with IC</li> <li>Review scope</li> <li>Clarify roles / responsibilities</li> <li>Agree on milestones</li> <li>User configuration training</li> <li>Community overview</li> <li>Training resources allocated</li> <li>HR project assignments</li> <li>HR self-paced training and workbook exercises</li> </ul>	<ul style="list-style-type: none"> <li>System configuration</li> <li>Establish security and admin settings</li> <li>Build forms, workflows, tables, checklists (specifics vary based on product)</li> </ul>	<ul style="list-style-type: none"> <li>System validation</li> <li>Import employee data (depending on product)</li> <li>Internal workflow and process training provided by HR to end users based on configuration and setup</li> </ul>	<ul style="list-style-type: none"> <li>Final production review</li> <li>Sign off</li> <li>Go live</li> <li>Introduction to Customer Support process</li> </ul>	<ul style="list-style-type: none"> <li>Transition to Customer Support</li> <li>IC available for 2-4 weeks to ensure smooth transition</li> </ul>
<p><b>Key:</b>  <b>HR:</b> Customer  <b>IC:</b> Implementation Consultant</p>					
<p>Weekly check-in meetings with IC to provide support and guidance</p>					
<p>HR self-paced online training and setup</p>		<p>HR trains internal users</p>			

## Staff Report

**Subject:** Approval and publication of a new job description for Development Services

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** May 2, 2023.

**Item Description:** Approval and publication of a new job description for Development Services.

**Summary Recommendation:**

Staff is requesting authorization to approve and publish a new job description for Development Services.

### Executive Summary/Background

*Fire Inspector:* conducts inspections of residential, education, institutional, commercial, hazardous, and industrial properties to determine and enforce compliance with fire safety laws, codes, ordinances, regulations, and standards.

### Alternatives for Commission to Consider

1. Approve the job description; authorize publication and distribution.
2. Disapprove the job description and provide guidance to staff.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager, Development Services, and Human Resources.

**Funding Source:** There is no impact on the current FY budget as vacancy savings exist. Position requested for FY 24 Budget.

**Attachment:** Fire Inspector Job Description





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Fire Inspector</b>	<b>Job Code:</b>
<b>Reports to: Building Official</b>	<b>FLSA Status:</b>
<b>Department: Development Services</b>	

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

### **Position Overview:**

The purpose of this classification is to administer one or more specialized assignment areas. The person in this classification ultimately reports to the Building Official.

### **Principal Duties and Responsibilities (Essential Functions\*\*):**

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

Conducts inspections of residential, education, institutional, commercial, hazardous, and industrial properties to determine and enforce compliance with fire safety laws, codes, ordinances, regulations, and standards.

Reviews building and site plans for fire access and water supplies and works with developers, architects, engineers, contractors, water purveyors, and building officials to ensure code compliance.

Inspects new and existing properties under construction for compliance with approved plans and fire protection specifications.

Performs technical inspections of building construction and testing of fire protection system elements.

Investigates complaints of fire and life safety hazards.

Prepares written correspondence and reports and issues written orders to eliminate fire hazards.

Meets with, informs, instructs, and educates members of the business community and the public on the hazards of fires and fire safety practices.

Researches, interprets and applies fire prevention laws and ordinances.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Fire Inspector</b>	<b>Job Code:</b>
----------------------------------	------------------

Writes letters, reports, and maintains necessary records.

Issues citations to the public for violations of laws, codes, and regulations and ensures compliance with fire protection systems.

Investigates complaints related to immediate life safety hazards; complete all reports pertaining to complaints and findings; communicate findings with building occupants, determine a plan of corrective action, and conduct follow-up inspections; conduct research to assess the history of similar violations by the occupant; issues notice of orders and citations and provides court testimony as necessary.

Participates in public education programs.

Follows general and position-specific safety regulations and procedures; identifies, corrects, and reports safety hazards.

Performs emergency or disaster-related duties as assigned.

Performs other duties as assigned.

### MINIMUM QUALIFICATIONS

High School diploma and three (3) years of experience as a firefighter or fire inspector; or an equivalent combination of education and experience; ability to readily obtain fire inspector I certification within the first year of employment.

Ongoing maintenance of certification(s) is required.

Valid Georgia Driver's license.

### SPECIAL QUALIFICATIONS

Ability to work effectively with others.

Knowledge of modern fire prevention principles, procedures, techniques, and equipment.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Fire Inspector</b>	<b>Job Code:</b>
----------------------------------	------------------

Knowledge of, and experience in, the application and interpretation of fire codes and standards.

Knowledge of, and experience in, the application of life safety codes.

Ability to provide leadership within the department and in the community.

Ability to communicate effectively, orally and in writing.

Use computers, PC tablets, smartphones, various software programs, email, and internet-based tools to conduct research, generate correspondence, create and retrieve reports, manage data input, communicate, organize, and maintain activities.

Establish and maintain good public relations, including good customer service.

Work independently daily to coordinate, schedule, and complete inspections within an assigned area.

Complete a six (6) month probationary period.

### **PERFORMANCE APTITUDES**

#### **Data Utilization:**

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

#### **Human Interaction:**

Requires the capacity to act as a first line supervisor, including overseeing work, acting on employee problems, and assigning the work of others.

#### **Equipment, Machinery, Tools, and Materials Utilization:**

Requires the ability to operate, maneuver, and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Fire Inspector</b>	<b>Job Code:</b>
----------------------------------	------------------

**Verbal Aptitude:**

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

**Mathematical Aptitude:**

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

**Functional Reasoning:**

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

**Situational Reasoning:**

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



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Fire Inspector</b>	<b>Job Code:</b>
----------------------------------	------------------

### **ADA COMPLIANCE**

#### **Physical Ability:**

Tasks involve the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (50 pounds).

#### **Sensory Requirements:**

Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

#### **Environmental Factors:**

Work is performed both in the field and in a standard office environment. Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

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



## Staff Report

**Subject:** City of Guyton Annexation - Map# 319 Parcel# 13  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** May 2, 2023  
**Item Description:** Consideration to approve a request for annexation as submitted by the City of Guyton for a property located on Brogdon Road Map# 319 Parcel# 13

### Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, this parcel is contiguous with other properties within the city limits of Guyton.

### Executive Summary:

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

A public hearing of the City of Guyton's Planning & Zoning Board will take place May 23, 2023 at 7:00 pm and a meeting of the Mayor and City Council will take place June 13, 2023 at 7:00 pm to consider this petition. Said property is currently zoned AR-2, proposed zoning upon annexation will be R-1.

### Background:

Annexation documentation was received via certified mail from the City of Guyton. This parcel identified as Map# 319 Parcel# 13 consisting of approximately 2.53 acres (*owned by Mamie H. Johnson*) is located on Brogdon Road. This property lies within the Guyton's water and sewer service area.

### Alternatives for Commission to Consider:

1. Approve the Petition Requesting Annexation as presented by the City of Guyton.
2. Do not approve the Petition Requesting Annexation.

**Recommended Alternative:** Staff leaves the decision to the Board's discretion.

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

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

### Attachments:

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



# CITY OF GUYTON

PO Box 99 Guyton, Georgia 31312  
Telephone – 912.772.3353 • Fax – 912.772.3152

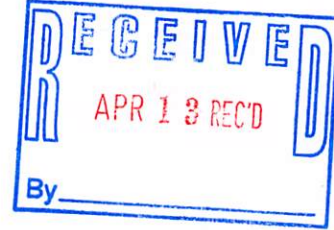
www.cityofguyton.com

*Working Together to Make a Difference*

**Mayor**  
Russell Deen  
**City Manager**  
Meketa H. Brown  
**City Clerk**  
Matthew D. Walker

04/04/2023

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



Dear Members of the Effingham County Board of Commissioners:

Pursuant to O.C.G.A. §§ 36-36-6 and 36-36-111, this letter and the materials attached hereto serve as the required notice to Effingham County of the City of Guyton’s intention to annex via the 100% annexation method (O.C.G.A. §§ 36-36-20, 36-36-21) certain property contiguous to the City’s corporate boundaries. I have enclosed in this letter the Petition Requesting Annexation and accompanying documents received by the City of Guyton on March 30, 2023.

The parcel proposed to be annexed is PIN 03190013. The property is currently zoned AR-2 and is located within the Effingham County corporate limits. The property is approximately 2.53 acres located on Brogdon Road. The subject property is described in more detail and shown on a map included in the attached Petition Requesting Annexation.

The Applicant has requested that the subject property and the adjacent City property (G0180017) be rezoned to R-1. The Applicant has proposed subdivision of both parcels into four lots that will intake four relocated houses. The Applicant wants the City to serve the proposed development with water and sewer services.

Under O.C.G.A. § 36-36-113(c), the Effingham County Board of Commissioners has forty-five days to object to the proposed annexation described in this letter and the enclosed Petition Requesting Annexation.

Please let me know if you have any questions.

Best regards,

Meketa Hendricks-Brown  
City Manager, City of Guyton

CC Wes Rahn, Esq.  
Benjamin Perkins, Esq.

### **Notice of Public Hearing for Property Annexation**

On May 23, 2023, 7:00 pm, the City of Guyton Planning and Zoning Board will hold a public hearing, with a Planning and Zoning meeting immediately following the close of the public hearing.

On June 13, 2023, at 7:00pm, the Mayor and City Council of the City of Guyton will hold a public hearing, and meeting following the close of the public hearing.

Both public hearings will be held to receive public comments on the following item:

- Request for Annexation – Parcel No. 03190013 requesting annexation into the City of Guyton. The property upon annexation will be zoned R-1. It is described as:
- Parcel 03190013 Brogdon Road, Legal Description 2.53 AC County SEE G18-17: Zoning AR-2

Both public hearings and meetings will be held in the Guyton Gymnasium, located at 505 Magnolia St., Guyton, GA 31312.

AUTHORIZATION FOR ANNEXATION

Application for Annexation

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

Applicant's Name: Joshua Maynard

Owner's Name: MAMIE H. JOHNSON

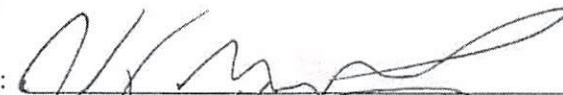
Property Address: 0 Broadon Rd. Guyton, GA

City: Guyton

State: GA

Applicant Phone: 706-254-9759

Owner Phone: 904-483-5511

Signature of Applicant: 

Signature of Owner:  3/30/23

PETITION REQUESTING ANNEXATION

CITY OF GUYTON, GEORGIA

TO THE HONORABLE CITY COUNCIL OF GUYTON, GEORGIA

- 1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Guyton, Georgia and the City boundaries to include the same.
- 2. The territory to be annexed abuts the existing boundary of Guyton, Georgia and the description of such territory area is as follows:

Address/ Description of Property:

**Parcel 03190013 Brogdon Road, Legal Description: 2.53 AC County (SEE G18\*17). Zoning AR-2**

- 3. It is requested that this territory to be annexed shall be zoned: R-1 (approximately 2.53 acres) for the following reasons.

The site is currently zoned AR-2. It is located within Effingham County limits. It is proposed to construct a residential building. organization will need the City of Guyton water and sewer services. Also, the property is adjacent to a property that is within the City of Guyton city limits, so it is logical to annex the property.

- 4. Therefore, the Petitioners pray that the City Council of the City of Guyton pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Laws ,1946 do by proper ordinance annex said property to the city limits to City o Guyton.

Respectfully,

Mamie H. Johnson, Owner





Overview



Legend

- Parcels
- Roads

Parcel ID	03190013	Owner	JOHNSON MAMIE H	Last 2 Sales			
Class Code	Agricultural		118 CROSS CREEK DR	Date	Price	Reason	Qual
Taxing District	01-County		POOLER, GA 31322	4/9/2021	\$60000	QZ	U
	County	Physical Address	540 BROGDON RD	3/16/2021	0	Y	U
Acres	2.53	Assessed Value	Value \$28488				

(Note: Not to be used on legal documents)

Date created: 4/4/2023  
Last Data Uploaded: 4/4/2023 2:40:16 AM

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GEOSPATIAL

# qPublic.net™ Effingham County, GA

## Homestead Application

Please wait to apply for homestead until your name appears under the "Owner" section below.

Apply for Homestead Exemption

## Assessment Notice

[2021 Assessment Notice \(PDF\)](#)  
[2022 Assessment Notice \(PDF\)](#)

## Public Comment Card

Public Comment Card

## Sales Questionnaire

Sales Questionnaire

## Summary

**Parcel Number** 03190013  
**Location Address** 540 BROGDON RD  
**Legal Description** 2.53 AC COUNTY (SEE G18-17)  
 (Note: Not to be used on legal documents)  
**Class** A4-Agricultural  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
**Zoning** AR-2  
**Tax District** 01-County (District 01)  
**Millage Rate** 28.33  
**Acres** 2.53  
**Neighborhood** 03190: LAND: 00000 / BLDG: 00000 (000587)  
**Homestead Exemption** No (50)  
**Landlot/District** N/A / 11

[View Map](#)

## Owner

JOHNSON MAMIE H  
 118 CROSS CREEK DR  
 POOLER, GA 31322

## Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcel<3	Rural	1	2.53

## Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
FIRE FEE VACANT LAND	2019	0x0 / 0	253	\$0

## Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/9/2021	2681 576	D163 F1	\$60,000	Multi Parcels Unqualified	JOINER THELMA L AND ERIC HAYDEN	JOHNSON MAMIE H
3/16/2021	2671 465	D163 F1	\$0	Year's Support	JOINER JERRY B ESTATE	JOINER THELMA L AND ERIC HAYDEN
2/6/2015	2278 692	D163 F1	\$59,500	Multi Parcels Unqualified	MORGAN JR LESTER H	JOINER JERRY B & THELMA L & ERIC HAYDEN
2/3/2015	2278 671		\$0	Sales Under 1000/Quit Claim Deeds	MORGAN EFFINGHAM FARMS LLC	MORGAN JR LESTER H
12/31/2013	2266 619	10 11	\$0	Sales Under 1000/Quit Claim Deeds	MORGAN LESTER H JR	MORGAN EFFINGHAM FARMS LLC
3/21/2007	1603 105	10 111	\$0	Unqualified - Vacant		MORGAN LESTER H JR

Item XI. 9.

**Valuation**

	2022	2021	2020	2019	2018
Previous Value	\$27,393	\$11,261	\$11,261	\$15,324	\$15,324
Land Value	\$28,488	\$27,393	\$11,261	\$11,261	\$15,324
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$28,488	\$27,393	\$11,261	\$11,261	\$15,324

No data available for the following modules: Assessment Appeals Process, CUVA Renewal Letter, Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Photos, Sketches.

The Effingham County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein. Its use is on your own risk.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)



Last Data Upload: 4/4/2023, 2:40:16 AM

Version 2.0.054

## 0 Brogdon Road Land Use Proposal

For the property listed as 0 Brogdon road Guyton, Ga, 31312 I am seeking to first, annex the entire property into the city of Guyton, right now only part of the property lies within the city limits, and then subdivide parcel# G0180017 into 2 equal tracts and parcel# 03190013 into two equal tracts. I have 4 traditional, stick built homes to move onto the 4 new tracts. This will expand the city of Guyton by 5 acres while creating 4 new home sites which are each over 1 acre in area each. In addition I am interested in offering 0.77 acres of this property to the city of Guyton through either an outright purchase or exchange of some type. I am an Effingham county resident and this is a personal project. Thank you for your time and I look forward to working with you on this matter.

-Joshua Maynard  
(706)254-9759  
jmaynar1@gmail.com  
6022 clyo kildare rd  
Newington, GA 30446

# LAND PURCHASE AND SALE AGREEMENT

Offer Date: 03/01/2023



2023 Printing

## A. KEY TERMS AND CONDITIONS

**1. Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

**a. Property Identification:** Address: 0 Brogdon Rd

City Guyton County Effingham Georgia, Zip Code 31312

MLS Number: 282770 Tax Parcel I.D. Number: G0180-00000-017-000 & 03190013

**b. Legal Description:** The legal description of the Property is [select one of the following below]:

- (1) attached as an exhibit hereto;
- (2) the same as described in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county; **OR**
- (3) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/ GMD, Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision/Development, according to the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county.

**2. Acreage.** A Controlling Survey of the Property will be obtained by  Buyer **OR**  Seller and paid for by  Buyer **OR**  Seller.

**3. Purchase Price of Property to be Paid by Buyer**

~~\$24,000.00~~ **\$75,000** *MHS*  
\$ \_\_\_\_\_ per acre, Seller's estimate of acreage is \_\_\_\_\_ acres.

*JDM*  
03/01/23  
7:03 PM EST

**4. Closing Costs.**  
Seller's Contribution at Closing:  
\$ N/A

**5. Closing Date and Possession.**

Closing Date shall be 04/14/2023 with possession of the Property transferred to Buyer  upon Closing **OR**  \_\_\_\_\_ days after Closing at \_\_\_\_\_ o'clock  AM **OR**  PM (attach F219 Temporary Occupancy Agreement).

**6. Closing Law Firm.**

The Ratchford Firm  
  
Phone Number: 912-754-7800

**7. Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)

Keller Williams Realty Coastal Area Partners LLC

**8. Earnest Money.** Earnest Money shall be paid by  check  ACH  cash or  wire transfer of immediately available funds as follows:

- a. \$ \_\_\_\_\_ as of the Offer Date.
- b. \$ 1,000.00 within 5 days from the Binding Agreement Date.
- c. \_\_\_\_\_

**9. Inspection and Due Diligence.**

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 10 days from the Binding Agreement Date.
- b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
  - (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
  - (2) shall pay directly to Seller additional option money of \$ \_\_\_\_\_ by  check  ACH or  wire transfer of immediately available funds either  as of the Offer Date; **OR**  within \_\_\_\_\_ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller  shall (subject to lender approval) or  shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

**10. Property is currently zoned** AR-1 under the applicable zoning ordinances of Effingham County City/County

**11. Assignment.** Buyer  shall **OR**  shall not have the right to assign this Agreement; **OR**  shall have the right to Assign this Agreement only to a legal entity in which Buyer owns at least a 25% interest.



**12. Brokerage Relationships in this Transaction.**

**a. Buyer's Broker is** Keller Williams Realty Coastal Area Partners **and is:**



- (1)  representing Buyer as a client.
- (2)  working with Buyer as a customer.
- (3)  acting as a dual agent representing Buyer and Seller.
- (4)  acting as a designated agent where:  
Joseph M Zelinski Jr  
has been assigned to exclusively represent Buyer.

**b. Seller's Broker is** Keller Williams Realty Coastal Area Partners **and is:**

- (1)  representing Seller as a client.
- (2)  working with Seller as a customer.
- (3)  acting as a dual agent representing Buyer and Seller.
- (4)  acting as a designated agent where:  
Trisha Cook  
has been assigned to exclusively represent Seller.

**c. Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:  
N/A

**13. Time Limit of Offer.** The Offer set forth herein expires at 12:00 o'clock P .m. on the date 03/03/2023

Buyer(s) Initials                       Seller(s) Initials                      

03/03/23 3:35 PM EST dotloop verified

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**

**1. Purchase and Sale.**

- a. Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage

**2. Acreage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

**3. Purchase Price to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney. If the Purchase Price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

Buyer warrants that Buyer will have sufficient cash at closing, will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property.

**4. Closing Costs and Prorations.**

- a. Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any commission obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents; (2) for Seller not attending the closing in person; and (3) payoff and proceeds handling and delivery.
- b. Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein; and (4) all other title fees and post-closing fees.

c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold. In addition, if Buyer's change in the ownership or use of the Property will result in rollback taxes being owed (because preferential tax treatment of the Property for agricultural purposes can no longer be received) then Seller shall be solely responsible for the payment of all rollback taxes at Closing. Notwithstanding the above, in the event Buyer warrants to Seller herein that Buyer's use or ownership of the Property will qualify for a continuation of the preferential tax treatment of the Property as agricultural property, and Buyer is found to no longer qualify for the same, Buyer shall indemnify and hold Seller harmless from and against all liability for rollback taxes.

**5. Closing Date and Possession.**

a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

6. **Closing Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and closing attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the closing attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the closing attorney and the Buyer.

7. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

**8. Earnest Money.**

a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.

- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

## 9. Inspection and Due Diligence.

- a. Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at [www.dea.gov](http://www.dea.gov).**
- b. Buyer's Right to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions of concern to Buyer that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov).**
- c. Buyer's Inspection Rights Continue through Closing:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections.
- d. Buyer's Inspection Indemnification Obligations:** **Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations.**
- e. Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
- i. Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
- (1) **Tax and Title:**
- i. Most recent Property tax assessments and tax bills.
  - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
  - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
  - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
  - v. A schedule of impact fees paid or owed on the Property, if any.

**(2) Environmental and Assessments:**

- i. All soil reports covering the Property or any portion thereof.
- ii. All cruise reports of existing timber on the Property.
- iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.

**(3) Leases:**

An executed copy of every lease of or affecting the Property or any portion thereof.

**(4) Miscellaneous:**

- i. A schedule of management fees due in connection with any agreements pertaining to the Property.
- ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property."

**10. Sellers Warranties and Representations.** Except to the extent provided in this Agreement, Seller warrants as follows:

- a. **Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
- b. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
- c. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
- d. **Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
- e. **Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
- f. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- g. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- h. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- i. **Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

**11. Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.**12. Brokerage Relationships in this Transaction.**

- a. **Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.
  - (1) **No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
  - (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
    - i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
      - (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
      - (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
      - (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
      - (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

- ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- b. **Brokerage:** Unless otherwise specified herein, the real estate commissions owing to the Seller's Broker and Buyer's Broker, if any, are being paid pursuant to separate brokerage engagement agreements. Buyer and Seller agree that any commissions to be paid to Broker(s) shall be shown on the settlement statement and collected by closing attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s). If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.
- c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).
13. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

## C. OTHER TERMS AND CONDITIONS

### 1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.



**2. Default.**

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

- 3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

**4. Other Provisions.**

- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement and Modification:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- g. **FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the closing attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at Closing.
- h. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

- i. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- j. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- k. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
- l. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- m. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
  - (1) Handwritten changes shall control over pre-printed or typed provisions;
  - (2) Exhibits shall control over the main body of the Agreement;
  - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
  - (4) Notwithstanding the above, any amendatory clause in an FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in a special stipulation, another exhibit or the main body of the Agreement.
- n. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- o. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; and (8) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing
- p. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- q. **Time of Essence:** Time is of the essence of this Agreement.

#### 5. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- f. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- g. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable"

**6. Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

**7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

**8. LIMITATION OF LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**  
 a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THEN THE SUM OF \$100; AND**  
 b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

**9. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Back-up Agreement Contingency Exhibit (F604) "\_\_\_\_\_"
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "\_\_\_\_\_"
- Community Association Disclosure Exhibit (F322) "\_\_\_\_\_"
- Legal Description Exhibit (F807 or other) "C \_\_\_\_\_"
- Seller's Property Disclosure Statement Exhibit (F302, F307) "B \_\_\_\_\_"
- Special Title Exceptions Pertaining to Property as Exhibit "\_\_\_\_\_"
- Special Warranties and Representations of Seller as Exhibit "\_\_\_\_\_"
- Survey of Property as Exhibit "\_\_\_\_\_"
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "\_\_\_\_\_"
- Other Conventional Loan Exhibit A
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations are made a part of this Agreement.

**Additional Special Stipulations (F246) are attached.**

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

**Buyer Acceptance and Contact Information**

*Joshua Daniel Maynard*  
1 Buyer's Signature  
Joshua Daniel Maynard  
Print or Type Name Date  
6022 Cloy-Kildare Rd, Newington GA 30446  
Buyer's Address for Receiving Notice  
706-254-9759  
Buyer's Phone Number:  Cell  Home  Work  
jmaynar1@gmail.com  
Buyer's E-mail Address

2 Buyer's Signature  
Print or Type Name Date  
Buyer's Address for Receiving Notice  
Buyer's Phone Number:  Cell  Home  Work  
Buyer's E-mail Address  
 Additional Signature Page (F267) is attached.

**Buyer's Broker/Affiliated Licensee Contact Information**

Keller Williams Realty Coastal Area Partners  
Buyer Brokerage Firm  
*Trisha Cook / Joseph M. Zelinski, Jr.*  
Broker/Affiliated Licensee Signature Date  
Joseph M Zelinski Jr 426482  
Print or Type Name GA Real Estate License #  
478-294-0109  
Licensee's Phone Number Fax Number  
mike@thetrishacookteam.com  
Licensee's E-mail Address  
SAR  
REALTOR® Membership  
329 Commercial Dr. Ste 100, Savannah GA 31406  
Broker's Address  
912-356-5001 912-356-5101  
Broker's Phone Number Fax Number  
850 H-47665  
MLS Office Code Brokerage Firm License Number

**Seller Acceptance and Contact Information**

*Mamie H. Johnson*  
1 Seller's Signature  
Mamie H. Johnson  
Print or Type Name Date  
118 Cross Creek Dr, Pooler GA 31322  
Seller's Address for Receiving Notice  
Seller's Phone Number:  Cell  Home  Work  
Seller's E-mail Address

2 Seller's Signature  
Print or Type Name Date  
Seller's Address for Receiving Notice  
Seller's Phone Number:  Cell  Home  Work  
Seller's E-mail Address  
 Additional Signature Page (F267) is attached.

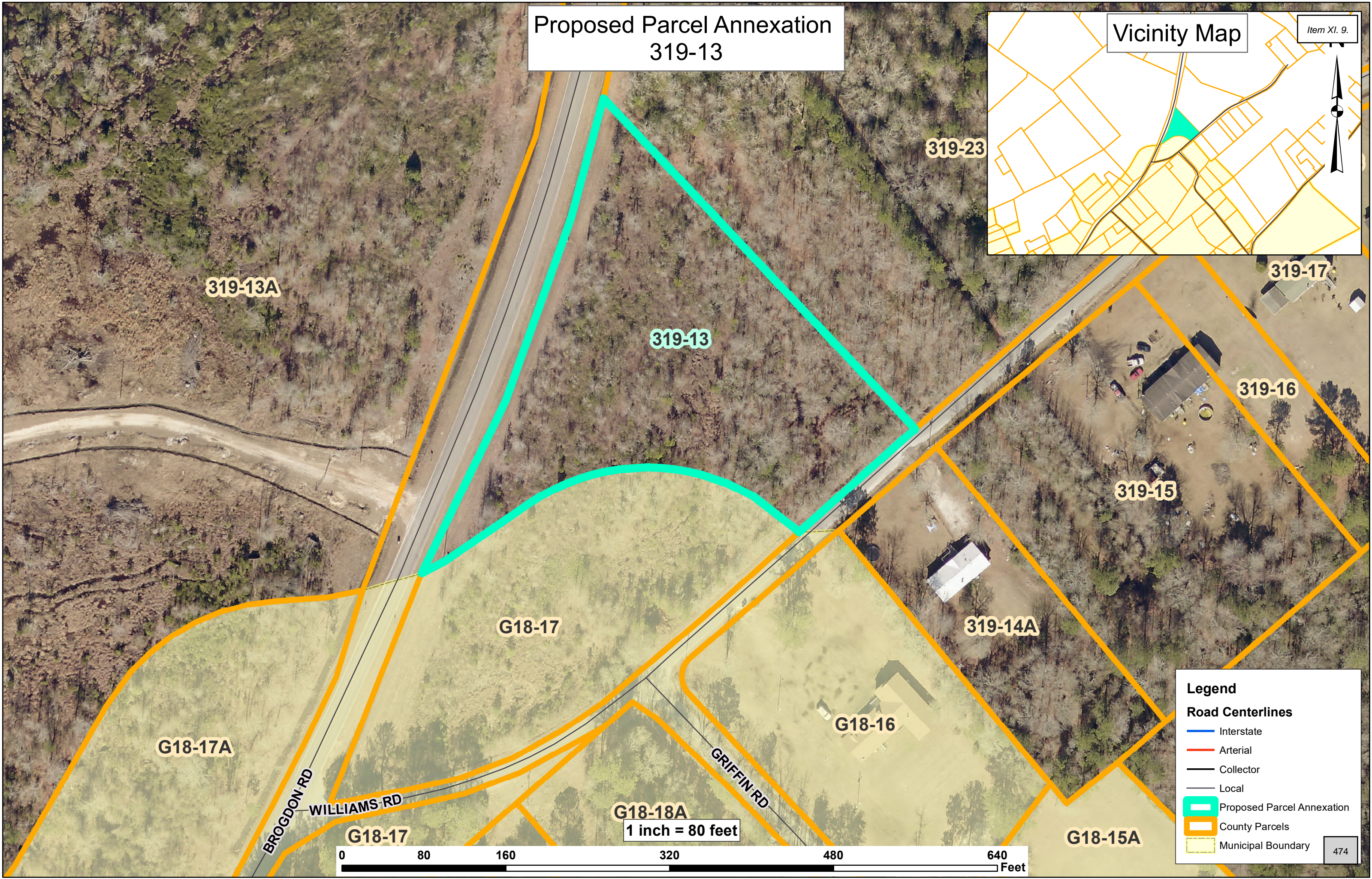
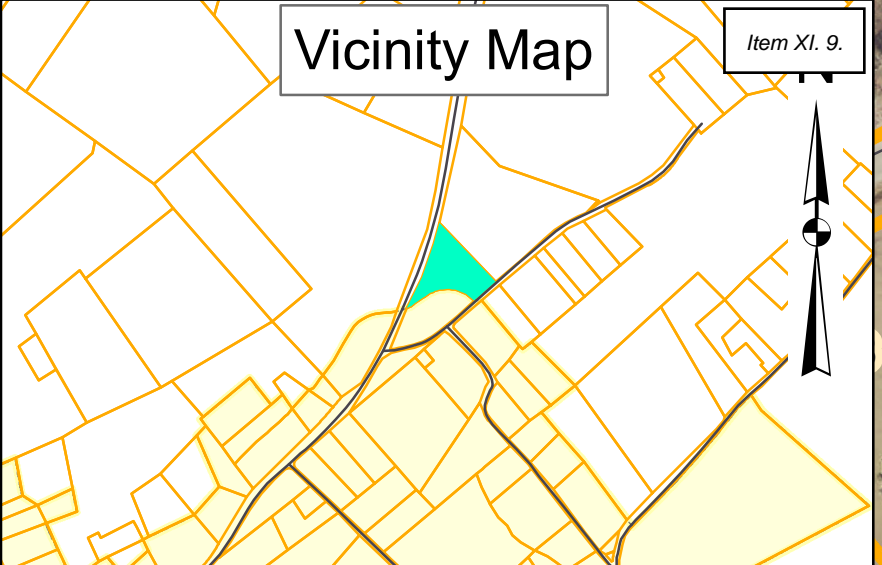
**Seller's Broker/Affiliated Licensee Contact Information**

Keller Williams Realty Coastal Area Partners  
Seller Brokerage Firm  
*Trisha Cook*  
Broker/Affiliated Licensee Signature Date  
Trisha Cook 328637  
Print or Type Name GA Real Estate License #  
912-737-2935  
Licensee's Phone Number Fax Number  
trisha@thetrishacookteam.com  
Licensee's Email Address  
SAR  
REALTOR® Membership  
329 Commercial Dr. Ste 100, Savannah GA 31406  
Broker's Address  
912-356-5001 912-356-5101  
Broker's Phone Number Fax Number  
850 H-47665  
MLS Office Code Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of 03/01/2023 and has been filled in by Mike Zelinski



# Proposed Parcel Annexation 319-13

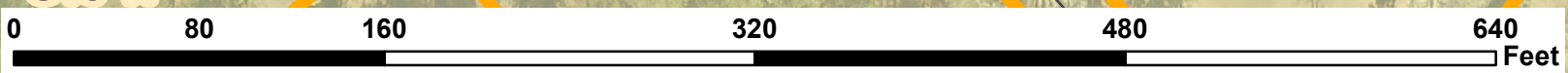


**Legend**

**Road Centerlines**

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

1 inch = 80 feet





STATE OF GEORGI }  
COUNTY OF EFFINGHAM }

**WARRANTY DEED**

THIS INDENTURE made this \_\_\_ day of May, 2023, by and between **DAVID W. SECKINGER, JR. and BRENDA S. DONALDSON f/k/a BRENDA S. ARGAZZI**, as Parties of the First Part, hereinafter referred to as Grantors, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantors” 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, Grantors have granted, bargained, sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as **Parcel 3 (0.91 of an acre, more or less)**, as shown and more particularly described on that certain map or plat made by Warren E. Poythress, R.L.S. No. 1953, dated July 27, 2022 and recorded in **Plat Book 29, Page 424** in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject, however, to all valid restrictions, easements, and rights of way of record.


This being a portion of the property conveyed by Gift Deed from Betty A. Seckinger to Brenda S. Argazzi and David W. Seckinger, Jr., dated November 26, 2000, recorded in Deed Book 683, Page 299, aforesaid records.

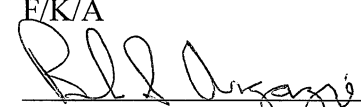
TO HAVE AND TO HOLD said road with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

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

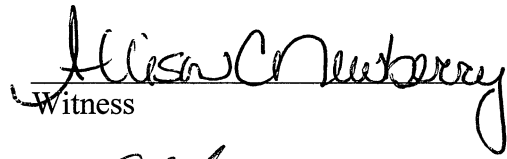
IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal, on the day and year first above written.

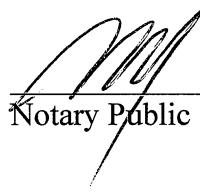
 (Seal)  
DAVID W. SECKINGER, JR.

 (Seal)  
BRENDA S. DONALDSON

E/K/A  
 (Seal)  
BRENDA S. ARGAZZI

Signed, sealed and delivered in the presence of:

  
Witness

  
Notary Public

**EDWARD L NEWBERRY JR**  
Notary Public, Effingham County, GA  
My Commission Expires June 21, 2024

**ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF MAY, 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:** Rezoning (First District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Douglas Ken Williams** requests to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 3270 Highway 17 South. **Map# 325 Parcel# 3**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2** to allow for the separation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to separate an existing home and its accompanying 1.9 acres in order to build a second dwelling on the remaining 5 acres, which is allowed, with Zoning approval, for an immediate family member in AR-1.
- Both proposed parcels will have frontage on Highway 17 South.
- Because the area of the existing home site will be not meet the 5-acre threshold for the AR-1 zoning district, it must be rezoned.
- At the April 11, 2023 Planning Board meeting, Ryan Thompson made a motion for approval, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
  
2. **Deny** the request to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: March 7, 2023

Applicant/Agent: Douglas Ken Williams

Applicant Email Address: dwila2046@yahoo.com

Phone # (912) 658-6059

Applicant Mailing Address: 108 Zipperer Paddock Road

City: Guyton State: Georgia Zip Code: 31312

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: 3270 Highway 17 South Guyton, Georgia

Proposed Road Access: Highway 17

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel # 3250003 Total Acres: 6.90 Acres to be Rezoned: 1.90

Lot Characteristics: \_\_\_\_\_

**WATER**

Private Well

Public Water System

If public, name of supplier: \_\_\_\_\_

**SEWER**

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: Building a single family home and seperate shop

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.

Single family home

I wish to rezone so I can build and take care of my family currently living on the property

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

not currently because no other homes can be built on the property under current zoning

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

I plan to build one single single family - single story house and one red iron steel shop to store my boat - tractor

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

Single family home

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?

My new home will be clean and new and we plan to keep it that way

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?

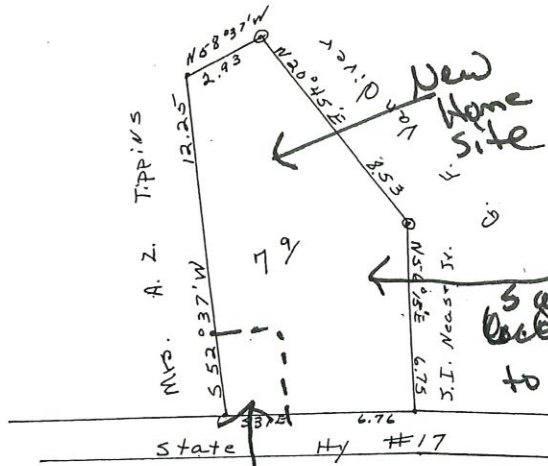
Not in any way

Applicant Signature:

Douglas Ken Williams

Date

March 7, 2023



State of Georgia  
Effingham County

Plat of  
Seven and nine-tenths acres in 10th G. M.  
District. Partly surveyed and compiled  
from records of a former survey. Done for  
and by direction of Alvis J. Shearouse.

Scale 5 ch per inch.

Feb. 12, 1969

By: *Paul W. ...*  
3 acres back

to be rezoned for new home and  
Shop

1.9 acres to stay as is  
rezoned

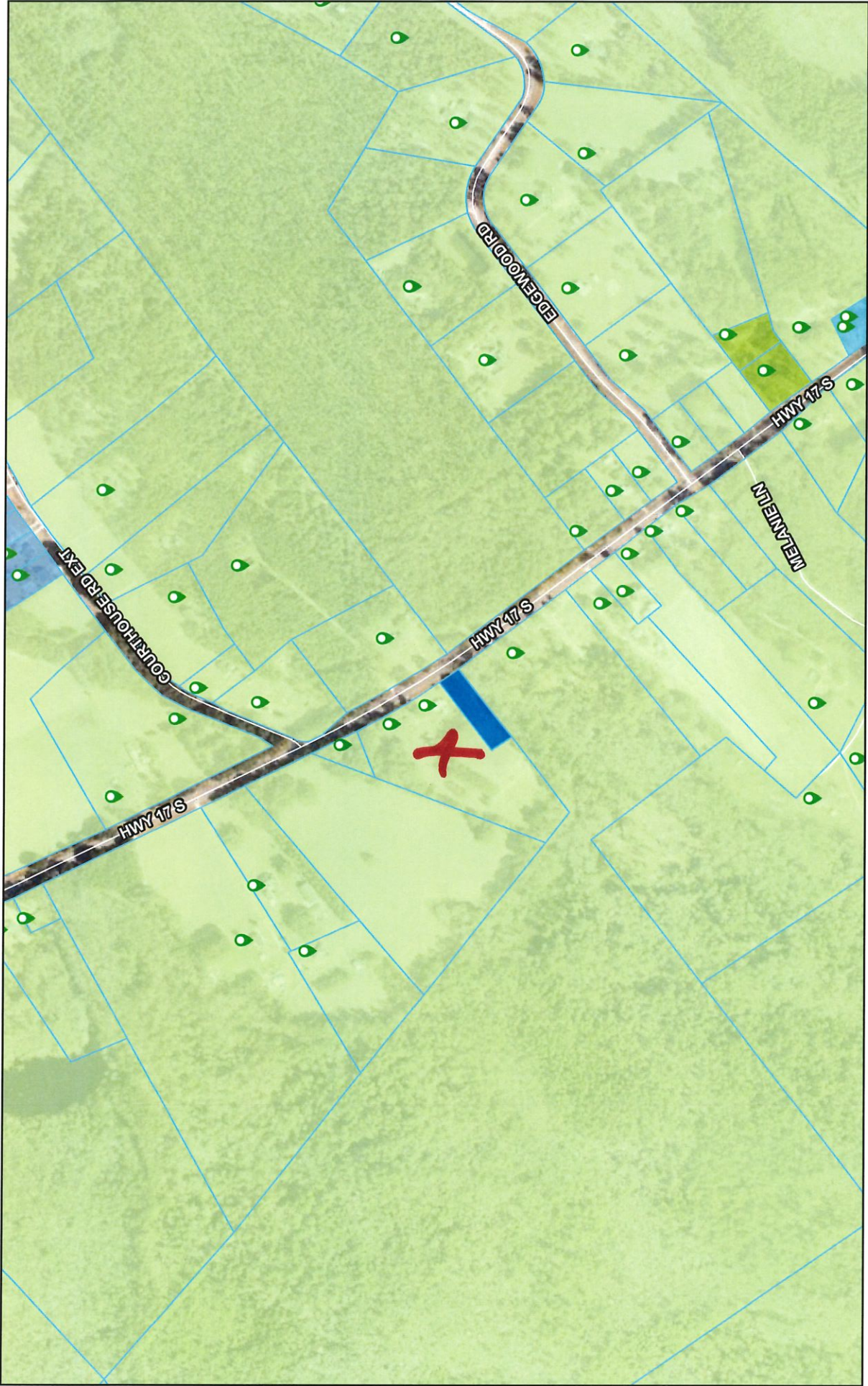
6L-I pg:319







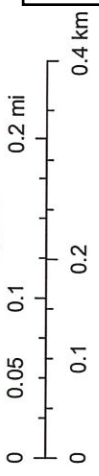
325-3



3/10/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- AR-2
- AR-1
- B-3 Efn\_fin\_cache
- R-1
- B-2
- Red: Band\_1
- Green: Band\_2

1:9,028



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Internap  
 USGS, METI/NASA, EPA, USDA

Item XV. 1.



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:

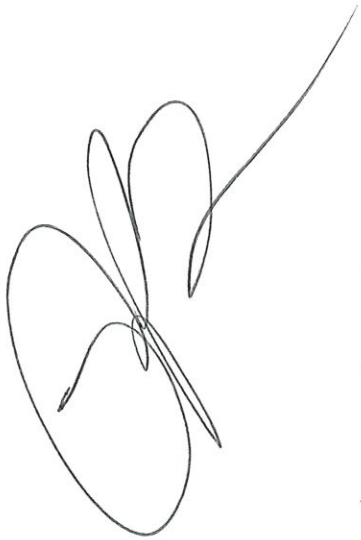
CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   X   DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Douglas Ken Williams – (Map # 325 Parcel # 3)** from AR-1 to AR-2 zoning.

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





9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Douglas Ken Williams – (Map # 325 Parcel # 3)** from AR-1 to AR-2 zoning.

AZ

Yes  No? 1. Is this proposal inconsistent with the county's master plan?

Yes  No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No? 7. Are nearby residents opposed to the proposed zoning change?

Yes  No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Douglas Ken Williams – (Map # 325 Parcel # 3)** from AR-1 to AR-2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Db

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  DISAPPROVAL

Of the rezoning request by applicant **Douglas Ken Williams – (Map # 325 Parcel # 3)** from AR-1 to AR-2 zoning.

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

BKS, 4/11/23



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 PKW DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Douglas Ken Williams – (Map # 325 Parcel # 3)** from AR-1 to AR-2 zoning.

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

PKW

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
325-3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
325-3

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, DOUGLAS KEN WILLIAMS has filed an application to rezone six and ninety hundredths (6.9) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 325-3, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT six and ninety hundredths (6.9) +/- acres; map and parcel number 325-3, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** Douglas Ken Williams requests to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2** to allow for the separation of a home site. Located at 3270 Highway 17 South. **Map# 325 Parcel# 3**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2** to allow for the separation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to separate an existing home and its accompanying 1.9 acres in order to build a second dwelling on the remaining 5 acres, which is allowed, with Zoning approval, for an immediate family member in AR-1.
- Both proposed parcels will have frontage on Highway 17 South.
- Because the area of the existing home site will be not meet the 5-acre threshold for the AR-1 zoning district, it must be rezoned.
- At the April 11, 2023 Planning Board meeting, Ryan Thompson made a motion for approval, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
  
2. **Deny** the request to **rezone** 1.9 of 6.9 acres from **AR-1** to **AR-2**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**Staff Report**

**Subject:** Rezoning (Second District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Karen Brindley** as Applicant, and Agent for **Hoyt Brindley & Tina Keener** requests to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2** to allow for a recombination and subdivision of adjacent parcels. Located on Blue Jay Road. **Map# 432 Parcels# 44&45**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2** to allow for a recombination and subdivision of adjacent parcels. with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to recombine and subdivide two existing parcels as follows:
  - 432-44, zoned R-1, will be reduced to approximately 1 acre. The excess will be split between 432-45, zoned AR-1, and a new lot, to be 2 acres, and zoned AR-2.
  - 432-45, zoned AR-1 will supply approximately 1 acre to the newly created, 2-acre, AR-2 lot.
- Due to the fact that zoning districts must be compatible for recombination, and the newly created lot will not meet the 5-acre threshold for AR-1, 2.52(+/-) acres must be rezoned, to AR-1 and AR-2.
- At the April 11, 2023 Planning Board meeting, Alan Zipperer made a motion for approval, with the following conditions:
  1. The lots shall meet the requirements of their assigned zoning districts.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

**Alternatives**

**1. Approve** the request to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2**, with the following conditions:

1. The lots shall meet the requirements of their assigned zoning districts.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

**2. Deny** the request to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2**.

**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	

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

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

Applicant/Agent: <sup>Applicant</sup> ~~Hoyt~~ <sup>Karen</sup> Brindley as Agent for ~~Hoyt~~ Brindley + Tina Keener

Applicant Email Address: kzbrindley@gmail.com

Phone # 912-660-1006

Applicant Mailing Address: 625 Blue Jay Rd.

City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: \_\_\_\_\_

*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

Phone # \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: Blue Jay Road (605 + 625)

Proposed Road Access: Blue Jay Road

Present Zoning of Property: AR-1 + R-1 Proposed Zoning: AR1 - AR2

Tax Map-Parcel # 432-41+45 Total Acres 264.48 Acres to be Rezoned: 2.52 +/-

Lot Characteristics: single residence / wooded land

**WATER**

**SEWER**

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: Gift Deed 2 acres to Drew Brindley (family)

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.

Wooded Space

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.

Single Family Residence

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

Single Family Residence

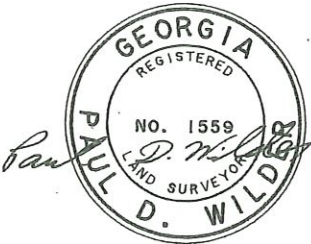
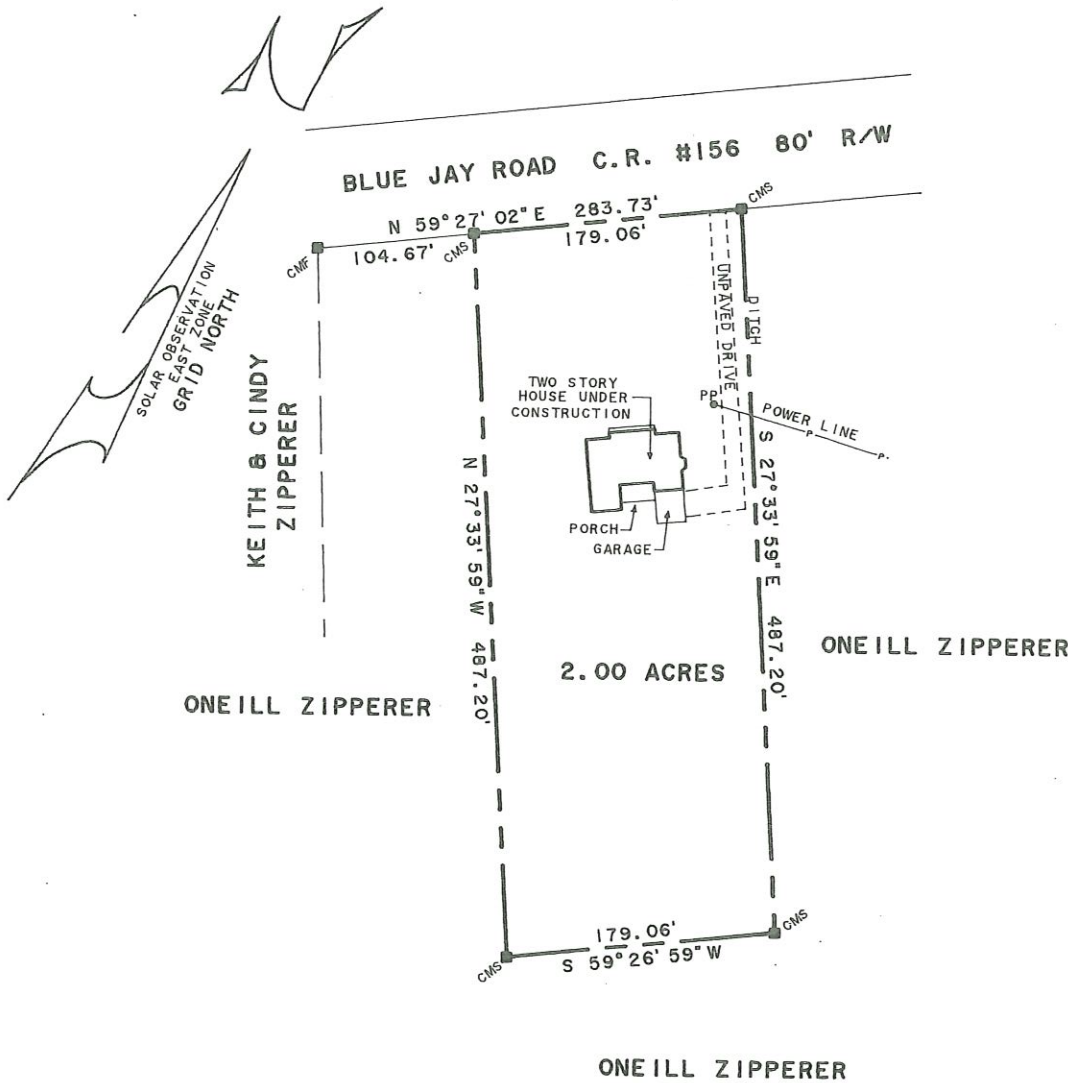
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The rezoning will allow the creation of Tract #2  
for the use of a single family residence.

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

No

Applicant Signature: Karen Z Brindley Date \_\_\_\_\_



I CERTIFY THAT THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE AS SHOWN ON FIRM FLOOD MAP NO. 130076-0130-B, DATED MARCH 18, 1987.

*Paul D. Wilder*  
 PAUL D. WILDER R.L.S. #1559

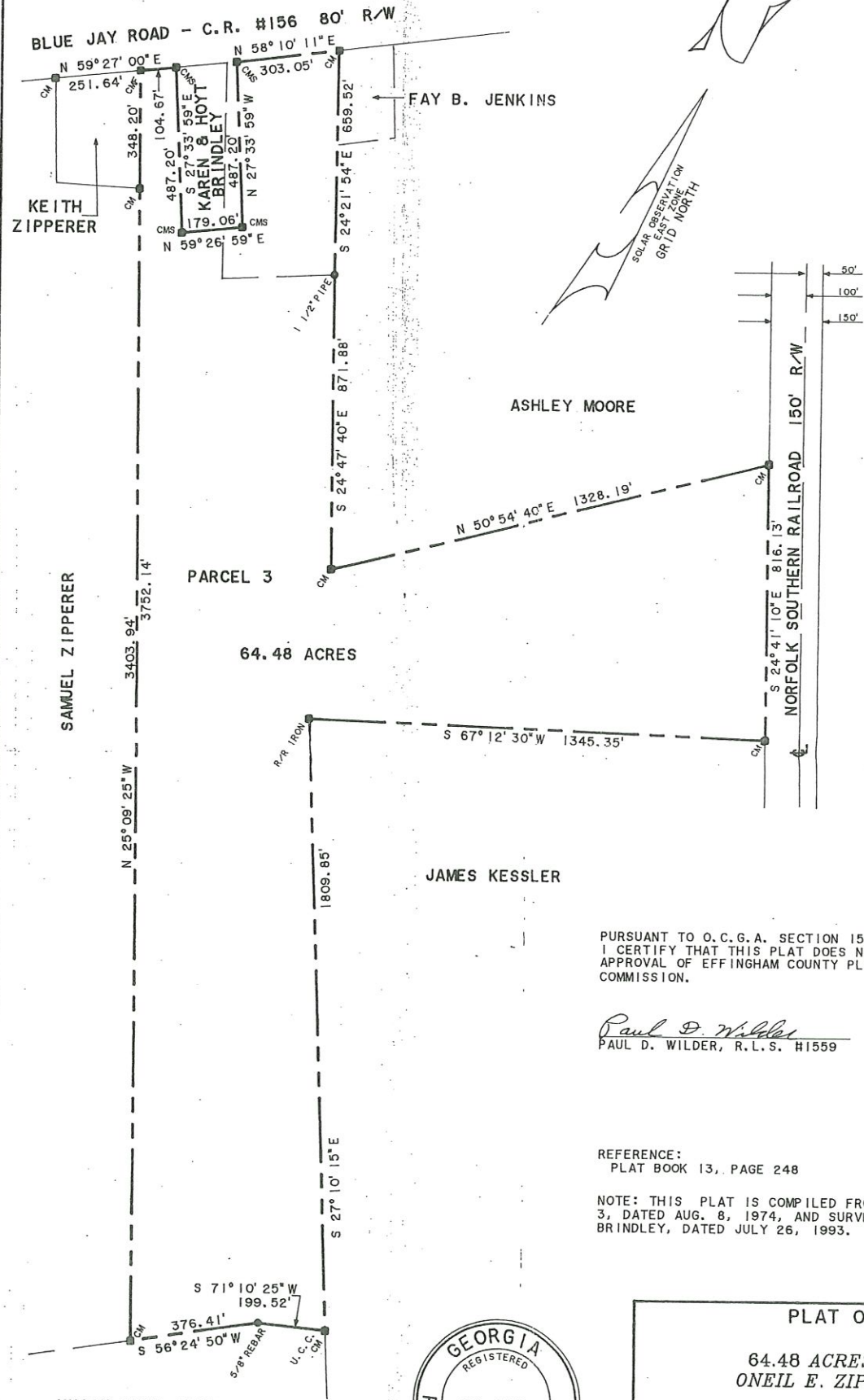
REFERENCE:  
 PLAT BOOK 18, PAGE 10  
 PLAT BOOK 13, PAGE 248

ERROR OF CLOSURE:  
 FIELD DATA 1/14,528'  
 ANGULAR ERROR 12" PER Δ POINT  
 ADJUSTED BY COMPASS RULE  
 PLAT CLOSURE 1/177,622'

EQUIPMENT USED:  
 03" THEODOLITE  
 ELECTRONIC DISTANCE METER

<b>PLAT OF</b> <b>2.00 ACRES</b> <b>SURVEYED FOR</b> <b>KAREN Z. BRINDLEY AND</b> <b>HOYT J. BRINDLEY, JR.</b>	
LOCATION: G.M.D. 9, EFFINGHAM COUNTY, GEORGIA	
SCALE: 1 INCH = 100 FEET 	
DATE: JULY 26, 1993	FILE NO. 3707
WILDER SURVEYING & MAPPING RINCON, GEORGIA	





PURSUANT TO O.C.G.A. SECTION 15-6-67, I CERTIFY THAT THIS PLAT DOES NOT REQUIRE APPROVAL OF EFFINGHAM COUNTY PLANNING COMMISSION.

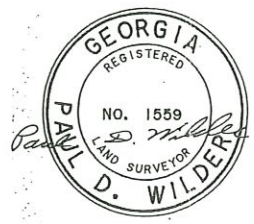
*Paul D. Wilder*  
PAUL D. WILDER, R.L.S. #1559

REFERENCE:  
PLAT BOOK 13, PAGE 248

NOTE: THIS PLAT IS COMPILED FROM SURVEY OF PARCEL 3, DATED AUG. 8, 1974, AND SURVEY FOR KAREN & HOYT BRINDLEY, DATED JULY 26, 1993.

ERROR OF CLOSURE:  
FIELD DATA 1/14,377  
ANGULAR ERROR .01" PER Δ POINT  
ADJUSTED BY: COMPASS RULE  
PLAT CLOSURE 1/3,017,881

EQUIPMENT USED:  
03" THEODOLITE  
ELECTRONIC DISTANCE METER



<b>PLAT OF</b>	
<b>64.48 ACRES FOR ONEIL E. ZIPPERER</b>	
LOCATION: G.M.D. 9 EFFINGHAM COUNTY, GEORGIA	
SCALE: 1 INCH = 300 FEET 0 300 600	
DATE: MARCH 10, 1994	FILE NO. 3707A
WILDER SURVEYING & MAPPING RINCON, GEORGIA	

REVISION	DATE

KAREN Z. & JIM BRINDLEY, JR.  
RECOMBINATION SURVEY FOR  
TRACTS # 1, 2 & 3  
LOCATED IN THE  
9TH G.M.D., EFFINGHAM COUNTY, GEORGIA

PLAT DATE 2/06/2023  
FIELD DATE 1/17/2022

**HORNE**  
LAND SURVEYING  
344 Treadwell Road, Forsyth Co, 31020  
Office (478) 993-2051 Cell (912) 704-8124  
Email: jhorne@hornelandsurveying.com  
www.hornelandsurveying.com

LSF NO. 1274  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF GEORGIA  
FEBRUARY 06, 2023

PROJECT NO. EFFINGHAM2022.008
SHEET 1 OF 1

**LEGEND**

- IRF IRON ROD FOUND
- PIF-P PIPE FOUND
- PK CONCRETE MONUMENT FOUND
- PK-PIN FOUND IN ASPHALT
- CMF CONCRETE MONUMENT FOUND

**RECORDING INFORMATION**

GRID NORTH  
REF PC B, SLIDE 108D

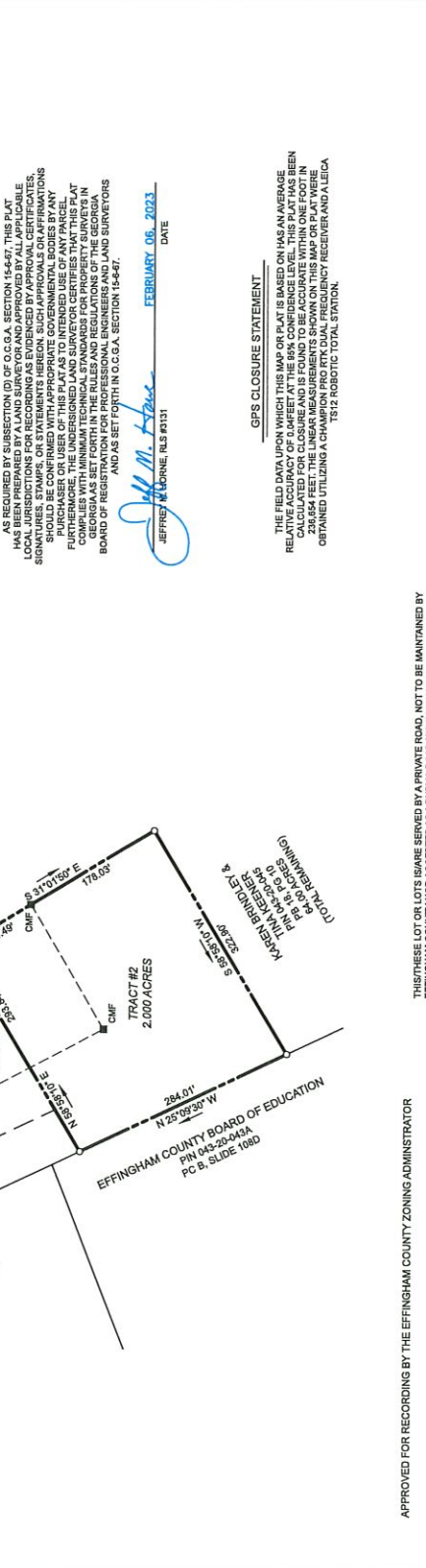
**SURVEYORS NOTES**

- ALL MATTERS OF TITLE ARE EXCEPTED. THIS SURVEY WAS PREPARED WITHIN THE BENEFIT OF A COMPLETE TITLE SEARCH. ADDITIONAL EASEMENTS AND RIGHT OF WAY EXIST THAT ARE NOT SHOWN.
- THIS SURVEY WAS CREATED ELECTRONICALLY. THIS MEAN SURVEYS MUST BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROBABLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF HORNE LAND SURVEYING, INC.
- THIS SURVEY WAS PERFORMED ON FEBRUARY 06, 2023. THE SURVEY WAS PERFORMED IN THE WEST ZONE, NAD 83. ALL DISTANCES SHOWN ARE GROUND DISTANCE AND STATED IN U.S. FEET.
- THE SURVEY WAS PERFORMED USING A CHAMPION PRO RTK DUAL FREQUENCY RECEIVER AND A LEICA TS12 ROBOTTIC TOTAL STATION.
- AND TINA KEENER, PIN 043-20-045 FROM A TOTAL OF 64.00 ACRES REMAINING.

**CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE LOCAL JURISDICTIONS FOR RECORDINGS AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS ARE NECESSARY FOR ANY PURCHASER OR USER OF THIS PLAT TO INFERRED USE OF ANY PART THEREOF. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-47.

*Jeffrey M. Horne*  
JEFFREY M. HORNE, RLS #3151  
DATE FEBRUARY 06, 2023



**GPS CLOSURE STATEMENT**

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED ON HAS AN AVERAGE RELATIVE ACCURACY OF 0.01 FEET AT THE 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN PREPARED USING A CHAMPION PRO RTK DUAL FREQUENCY RECEIVER AND A LEICA TS12 ROBOTTIC TOTAL STATION.

THIS THESE LOT OR LOT IS IS/ARE SERVED BY A PRIVATE ROAD, NOT TO BE MAINTAINED BY THE PROPERTY OWNERS. THE ROAD IS NOT TO BE MAINTAINED BY THE PROPERTY OWNERS AS SPECIFIED BY EFFINGHAM COUNTY, INCLUDING, BUT NOT LIMITED TO, PAVING. THESE ARE THE PROPERTY OWNERS' RESPONSIBILITIES. THE ROAD IS NOT TO BE MAINTAINED BY THE PROPERTY OWNERS UNTIL SAID ROAD AT THE SUBDIVISIONS EXPENSES IS BROUGHT INTO COMPLIANCE WITH COUNTY STATE LAWS AS ACCEPTED AS A PUBLIC ROAD BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS. IF THE ROAD REMAINS PRIVATE, ALL MAINTENANCE OF THE RIGHT-OF-WAY OR EASEMENT, ABUTTING PROPERTY OWNERS. THE ROAD SURFACE SHALL BE NO LESS THAN 18 FEET WIDE. FURTHER, I/WE UNDERSTAND THAT IT SHALL BE MY/OUR RESPONSIBILITY TO PROPERLY MAINTAIN THE ROAD AND TO OBTAIN NECESSARY PERMITS FROM THE LOCAL GOVERNMENT. I/WE AGREE TO ANY TRANSFER OF THE PROPERTY. THE EASEMENT MAY SERVE NO MORE THAN THREE (3) LOTS. THE ORIGINAL REMAINING PARCEL SHALL BE INCLUDED AS ONE OF THE LOTS. THIS SUBDIVISION AND ANY EASEMENTS ARE SUBJECT TO ALL STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS ADOPTED BY EFFINGHAM COUNTY.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

SIGNING AUTHORITY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PRINT

SIGNATURE \_\_\_\_\_

REPRODUCTIONS, MODIFICATIONS OR ASSIGNMENTS OF THE DOCUMENT ARE PROHIBITED AND MAY INVALIDATE THE SEAL AND ANY LIABILITY THAT HORNE LAND SURVEYING, INC. MAY HAVE IN THIS DOCUMENT.

REVISION	DATE

RECOMBINATION SURVEY FOR  
 KAREN Z & JIM BRINDLEY, JR.  
 TRACTS # 1, 2 & 3  
 LOCATED IN THE  
 9TH G.M.D., EFFINGHAM COUNTY, GEORGIA

PLAT DATE 2/26/2023  
 FIELD DATE 1/17/2023

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

LSF NO. 1274  
 GEORGIA  
 REGISTERED PROFESSIONAL SURVEYOR  
 JIM M. HORNE  
 FEBRUARY 06, 2023  
 PROJECT NO.  
 EFFINGHAM2022.008

SHEET	OF
1	1



- LEGEND**
- IRF IRON ROD FOUND
  - IRPF IRON PIPE FOUND
  - IRPKF IRON PK PIN FOUND
  - PKF PK PIN FOUND (IN ASPHALT)
  - CMF CONCRETE MONUMENT FOUND

**SURVEYORS NOTES**

1. ALL MATTERS OF TITLE ARE EXCEPTED. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. ADDITIONAL CLAIMS AND RIGHTS OF WAY MAY EXIST THAT ARE NOT SHOWN.
2. THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR.
3. IRON RODS SET ARE 2" REBAR AND CAPS TITLED "JIM HORNE 942-7044324"
4. REFERENCE POINT HORIZONTAL DATA IS BASED ON THE GEORGIA STATE PLANE GRID SYSTEM, WEST ZONE. ALL DISTANCES ARE GROUND DISTANCE AND STATED IN U.S. FEET.
5. TRACT # 1 IS NOT APPROVED FOR A TOTAL OF 44.00 ACRES REMAINING. THE LANDS OF KAREN BRINDLEY AND TINA KEENER, PIN 043-20-045 FOR A TOTAL OF 64.00 ACRES REMAINING.

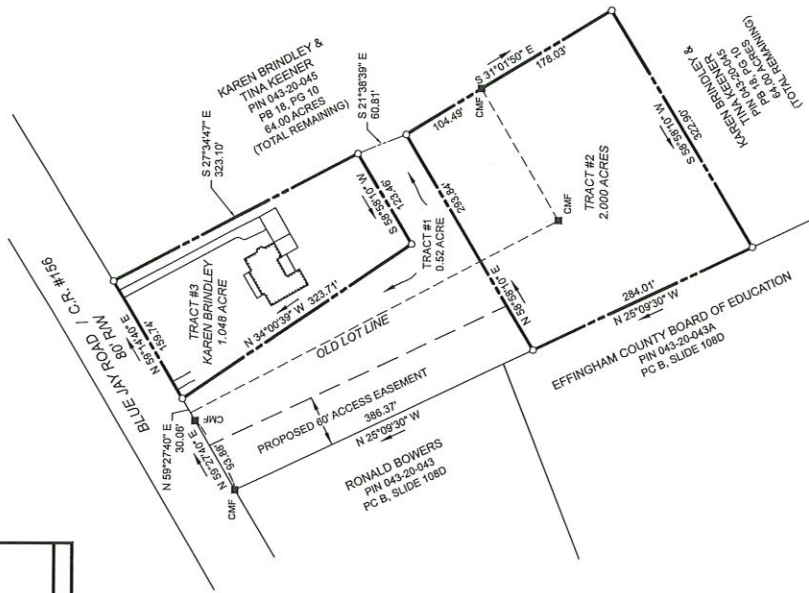
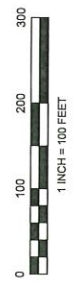
**CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT WAS PREPARED AND FIELD MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON, SUCH APPROVALS OR AFFIRMATIONS ARE CONSIDERED WITH APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF THE LAND DESCRIBED HEREON. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GEORGIA SURVEYING BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

*Jeffrey W. Horne*  
 JEFFREY W. HORNE, R.L.S. #2131  
 DATE FEBRUARY 06, 2023

**GPS CLOSURE STATEMENT**

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED ON HAS AN AVERAGE RELATIVE ACCURACY OF 1:100,000. THE TOTAL LENGTH OF ALL MEASUREMENTS CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT OR 238.664 FEET. THE LINEAR MEASUREMENTS SHOWN ON THIS MAP OR PLAT WERE OBTAINED UTILIZING A CHAMPION PRO RTK DUAL FREQUENCY RECEIVER AND A LEICA 1512 ROBOTIC TOTAL STATION.



THESE LOTS OR LOTS IS/ARE SERVED BY A PRIVATE ROAD, NOT TO BE MAINTAINED BY EFFINGHAM COUNTY NOR ACCEPTED AS A PUBLIC ROAD UNLESS SUCH ROAD, AT THE DISCRETION OF THE BOARD OF ZONING ADJUSTMENTS, IS RECONSTRUCTED AS SPECIFIED BY EFFINGHAM COUNTY, INCLUDING, BUT NOT LIMITED TO, PAVING. THESE LOTS OR LOTS MAY NOT BE RESUBDIVIDED UNTIL SAID ROAD, AT THE SURVEYOR'S DISCRETION, IS RECONSTRUCTED AS A PUBLIC ROAD BY THE EFFINGHAM COUNTY BOARD OF ZONING ADJUSTMENTS. THE ROAD REMAINS PRIVATE. ALL MAINTENANCE OF THE RIGHT-OF-WAY OR EASEMENT, INCLUDING DRAINAGE AND ROAD SURFACE, SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOTS. THE ORIGINAL SURVEYING INSTRUMENTS SHALL BE KEPT BY THE SURVEYOR. I, THE SURVEYOR, UNDERSTAND THAT IT SHALL BE MY OWN RESPONSIBILITY TO PROPERLY GRANT THE EASEMENT SHOWN ON THIS PLAT BY DEED OR SEPARATE EASEMENT INSTRUMENT. THE BOARD OF ZONING ADJUSTMENTS MAY SERVE NO MORE THAN THREE LOTS. THE ORIGINAL SURVEYING INSTRUMENTS SHALL BE KEPT BY THE SURVEYOR AND RESUBMITTED TO EFFINGHAM COUNTY FOR APPROVAL. I, THE SURVEYOR, UNDERSTAND THAT THE BOARD OF ZONING ADJUSTMENTS SHALL BE RESPONSIBLE FOR LOCAL ORDINANCES RULES AND REGULATIONS ADOPTED BY EFFINGHAM COUNTY.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 SIGNATURE \_\_\_\_\_ PRINT \_\_\_\_\_

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

SIGNING AUTHORITY \_\_\_\_\_ DATE \_\_\_\_\_  
 TITLE \_\_\_\_\_

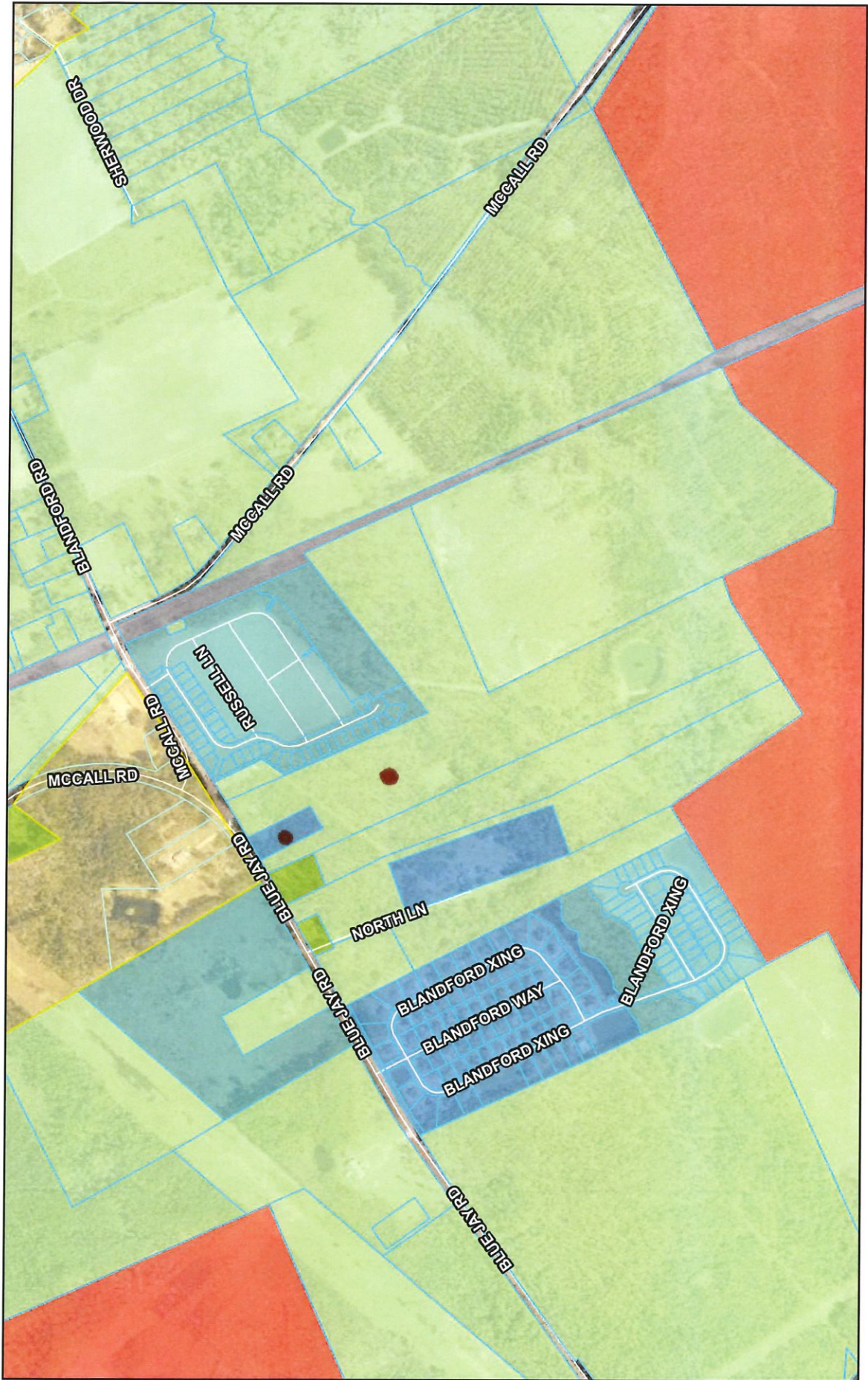
**RECORDING INFORMATION**





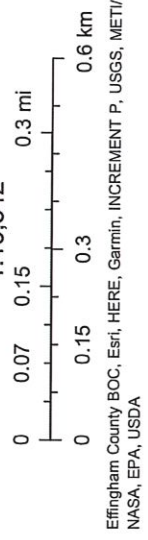



432-44&45



3/17/2023

1:13,542



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/  
 NASA, EPA, USDA

- Municipal Boundaries
- Tax Parcel Labels
- Tax Parcels
- I-1
- AR-2
- R-1
- R-6
- Other
- Efn\_fin\_cache
- Red: Band\_1
- Green: Band\_2



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

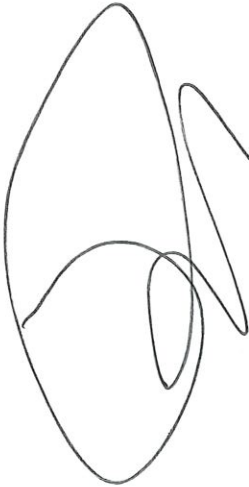
CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Karen Brindley as Applicant and Agent for Hoyt Brindley & Tina Keener – (Map # 432 Parcel # 44&45) from AR-1 & r-1 to AR-1 & AR-2 zoning.**



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

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APPROVAL ✓ DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Karen Brindley as Applicant and Agent for Hoyt Brindley & Tina Keener – (Map # 432 Parcel # 44&45) from AR-1 & r-1 to AR-1 & AR-2 zoning.**

*Handwritten initials: KB*

- 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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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

DB

Of the rezoning request by applicant **Karen Brindley as Applicant and Agent for Hoyt Brindley & Tina Keener – (Map # 432 Parcel # 44&45)** from **AR-1 & r-1** to **AR-1 & AR-2** zoning.

- Yes  No  1. Is this proposal inconsistent with the county’s master plan?
- Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Karen Brindley as Applicant and Agent for Hoyt Brindley & Tina Keener – (Map # 432 Parcel # 44&45)** from AR-1 & r-1 to AR-1 & AR-2 zoning.

- Yes  No? 1. Is this proposal inconsistent with the county’s master plan?
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- Yes  No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- 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, 4/11/23.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL     *PKH*                          DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Karen Brindley as Applicant and Agent for Hoyt Brindley & Tina Keener – (Map # 432 Parcel # 44&45) from AR-1 & r-1 to AR-1 & AR-2 zoning.**

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

*PKH*



**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
432-44&45

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
432-44&45

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, KAREN BRINDLEY AS APPLICANT AND AGENT FOR HOYT BRINDLEY & TINA KEENER has filed an application to rezone two and fifty-two hundredths (2.52) +/- acres; from AR-1 & R-1 to AR-1 & AR-2 to allow for a recombination of adjacent parcels; map and parcel number 432-44&45, located in the 2<sup>nd</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT two and fifty-two hundredths (2.52) +/- acres; map and parcel number 432-44&45, located in the 2<sup>nd</sup> commissioner district is rezoned from AR-1 & R-1 to AR-1 & AR-2, with the following conditions:

1. The lots shall meet the requirements of their assigned zoning districts.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

**Staff Report****Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment**Author:** Katie Dunnigan, Zoning Manager**Department:** Development Services**Meeting Date:** May 2, 2023**Item Description:** Karen Brindley as Applicant, and Agent for Hoyt Brindley & Tina Keener requests to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2** to allow for a recombination and subdivision of adjacent parcels. Located on Blue Jay Road. **Map# 432 Parcels# 44&45****Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2** to allow for a recombination and subdivision of adjacent parcels. with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to recombine and subdivide two existing parcels as follows:
  - 432-44, zoned R-1, will be reduced to approximately 1 acre. The excess will be split between 432-45, zoned AR-1, and a new lot, to be 2 acres, and zoned AR-2.
  - 432-45, zoned AR-1 will supply approximately 1 acre to the newly created, 2-acre, AR-2 lot.
- Due to the fact that zoning districts must be compatible for recombination, and the newly created lot will not meet the 5-acre threshold for AR-1, 2.52(+/-) acres must be rezoned, to AR-1 and AR-2.
- At the April 11, 2023 Planning Board meeting, Alan Zipperer made a motion for approval, with the following conditions:
  1. The lots shall meet the requirements of their assigned zoning districts.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson, and carried unanimously.

**Alternatives**

**1. Approve** the request to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2**, with the following conditions:

1. The lots shall meet the requirements of their assigned zoning districts.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

**2. Deny** the request to **rezone** 2.52 of 66.48 acres from **AR-1 & R-1** to **AR-1 & AR-2**.

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

**Staff Report**

**Subject:** Rezoning (Third District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Dillon D. Pippin** as Agent for **James Anthony Killian** requests to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2** to allow for combination with an adjacent parcel. Located on Floyd Avenue.  
**Map# 296 Parcel# 63**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2** to allow for combination with an adjacent parcel, with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to obtain the .121 acres from 296-63 in order to combine with 296-62, which will effectively “square off” 296-62.
- The receiving parcel is zoned AR-2. In order to approve a plat for combination, the zoning districts must match, therefore the .121 acres must be rezoned.
- At the April 11, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

**Alternatives**

**1. Approve** the request to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2** to allow for the creation of a home site, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

**2. Deny** the request to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2**

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

1. Rezoning application and checklist	3. Plat	5. Deed
2. Ownership certificate/authorization	4. Aerial photograph	

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 03/07/2023

Applicant/Agent: Dillon D. Pippin

Applicant Email Address: rbpipp@gmail.com

Phone # 912-657-0652 *Ruth 912-856-8530*

Applicant Mailing Address: 617 Floyd Ave

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: James Anthony Killian  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

Phone # \_\_\_\_\_

Owner's Mailing Address: 609 Floyd Ave

City: Guyton State: GA Zip Code: 31312

Property Location: 10th GM District of Effingham Co, GA  
*Tract 2A Area = 0.121 AC*

Proposed Road Access: Floyd Ave, Private Access Road, Access Esmt.

Present Zoning of Property: AR1 *AR1?* Proposed Zoning: AR2 *AR2?*

Tax Map-Parcel # 02960063 Total Acres: 6.14 Acres to be Rezoned: 0.121

Lot Characteristics: \_\_\_\_\_

**WATER**

Private Well *not enough land to have a well, private or public*  
 Public Water System

**SEWER**

Private Septic System *not enough land to have a septic tank system Private or Public*  
 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.

The land to be rezoned is currently not used for anything.

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

The property we wish to rezone is too small to have a reasonable economic use.

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

The use of this land after rezoning will be used to square up the land, making it easier to install a fence if we decide to put a fence up.

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

The properties around this property are used for normal residential living.

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

The property will allow the view of this land to have a straight edge.

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?

The use of this property will not change or cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

Applicant Signature: William R. Pappin

Date 03/07/2023



**SURVEY OF 0.121 ACERS BEING SUBDIVIDED FROM PARCLE #:(02960063) AND RECOMBINED WITH TRACT # 2 LOCATED IN THE 10TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA**



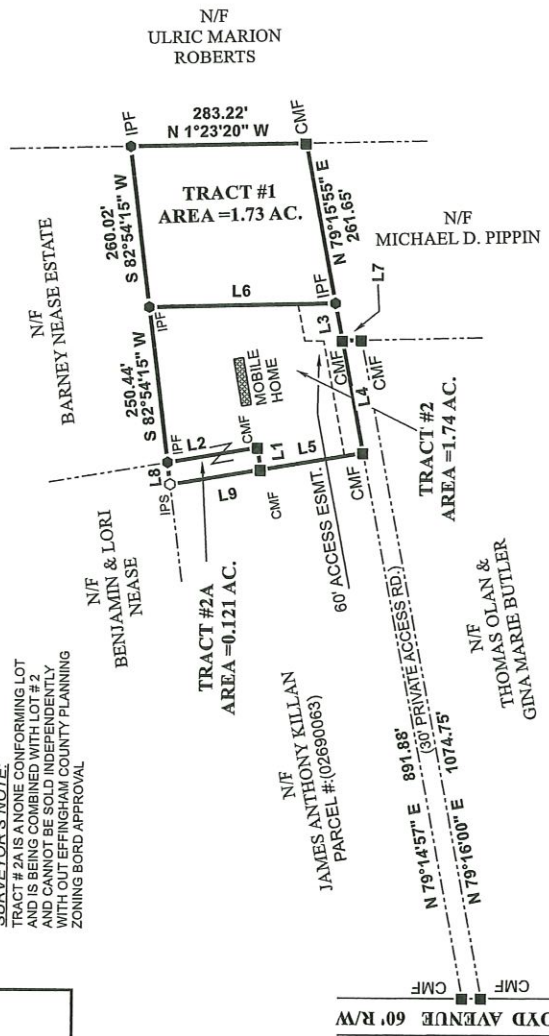
LINE	BEARING	HORIZ DIST
L1	S81°59'49"W	35.78'
L2	S9°37'34"E	146.43'
L3	N79°15'55"E	61.43'
L4	N79°15'56"E	182.26'
L5	S9°35'42"E	167.20'
L6	S1°29'40"E	299.85'
L7	N1°29'40"W	30.41'
L8	N82°54'15"E	35.80'
L9	N9°37'34"W	146.99'

ZONING:  
AR-1

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPCON - ES TOTAL STATION, SOKKIA GRX2, AND A TESLA DATA COLLECTOR.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978".
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A. 15-6-67) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.
6. WILLIAM MARK GLISSON, THE LAND SURVEYOR, WHOSE SEAL IS AFFIXED HERETO DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN IN THE CERTIFICATION, AS SHOWN HEREON IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT A EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

**SURVEYOR'S NOTE:**  
TRACT # 2A IS A NONE CONFORMING LOT AND IS BEING COMBINED WITH LOT # 2 AND CANNOT BE SOLD INDEPENDENTLY WITH OUT EFFINGHAM COUNTY PLANNING ZONING BOARD APPROVAL.



- REFERENCES:**
1. PL BK 26 PG 95
  2. PL BK C-50 PG B-1
  3. PL BK J PG 69
  4. PL BK 16 PG 149
  5. PL BK 5 PG 167

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.  
ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

N/F THOMAS OLAN & GINA MARIE BUTLER

N/F JAMES ANTHONY KILLAN  
PARCEL #:(02690063)

N/F BENJAMIN & LORI NEASE

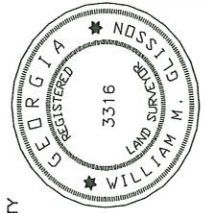
N/F BARNEY NEASE ESTATE

N/F ULRIC MARION ROBERTS

N/F MICHAEL D. PIPPIN

**SURVEYOR CERTIFICATION**

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS. FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67



WILLIAM MARK GLISSON RLS #3316  
DATE: 3/16/2023



<b>SURVEY FOR:</b>	
<b>DILLON D. PIPPIN</b>	
COUNTY: EFFINGHAM	STATE: GEORGIA
GMD: 10 TH	
DATE: 04/07/2022	SCALE: 1" = 200'
FILE NUMBER: #19246A	DRAWN BY:
TOTAL AREA: = 3.59 AC.	
FIELD SURVEY DATE: 06/19/2019	

**REVISION: 03/01/23**  
TIE LINE FOR TRACT 2A SHOWING COMBINATION WITH TRACT 2

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR  
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964  
377 TUCKER ROAD, CLAXTON, GEORGIA 30417  
RINCON: (912) 826 - 5285 CLAXTON: (912) 282 - 7052  
WMGLISSON@BELLSOUTH.NET



Item XV. 5.



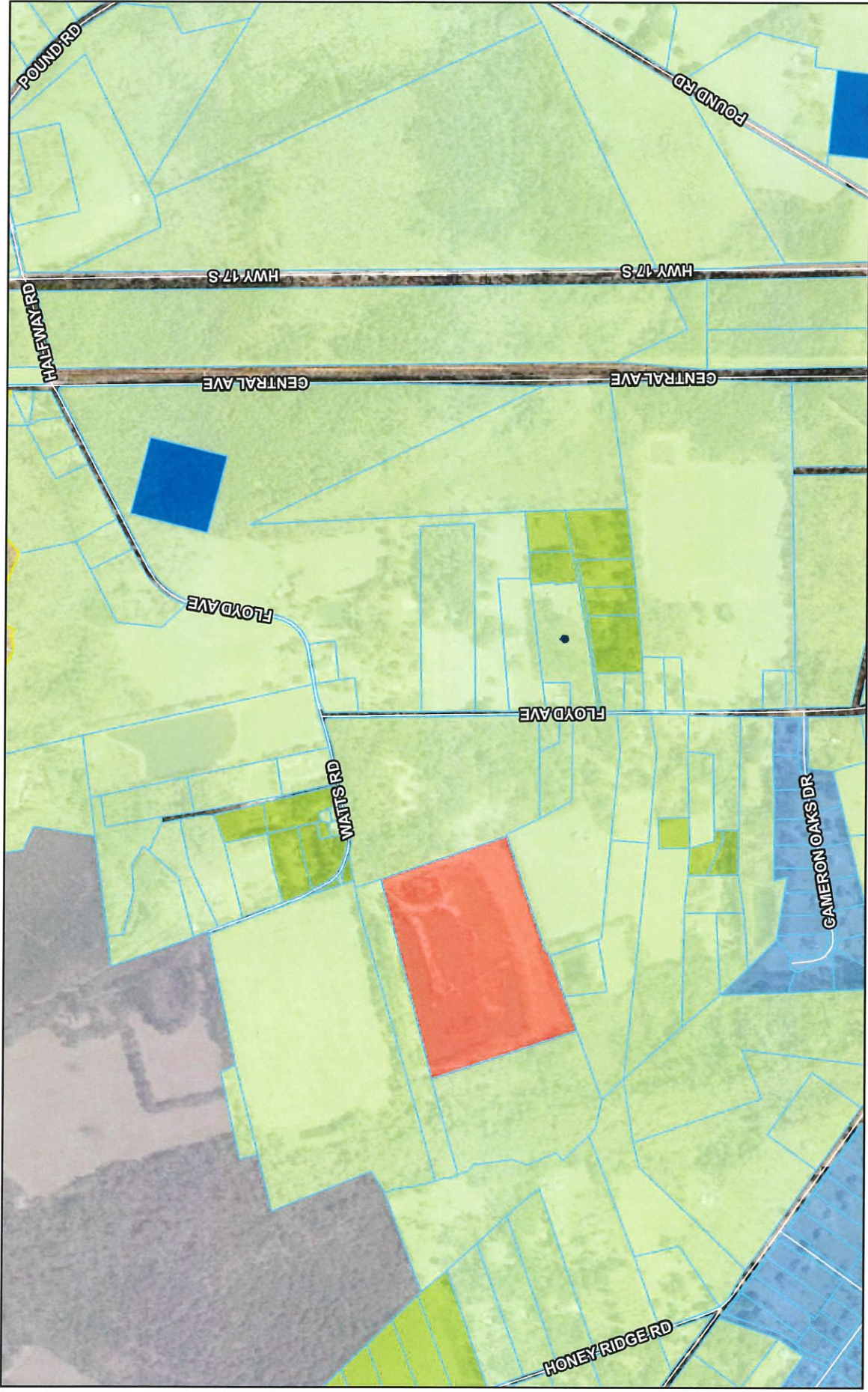
# Floyd Avenue





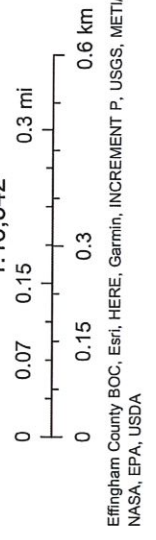
296-63

Item XV. 5.



3/17/2023

1:13,542



- Municipal Boundaries
- Tax Parcel Labels
- Tax Parcels
- I-1
- AR-2
- R-1
- B-2
- Other
- AR-1
- Efn\_fin\_cache
- Red: Band\_1
- Green: Band\_2

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/  
 NASA, EPA, USDA



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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 **Dillon D. Pippin as Agent for James Anthony Killian – (Map # 296 Parcels # 63)** from AR-1 to AR-2 zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL \_\_\_\_\_

AZ

Of the rezoning request by applicant **Dillon D. Pippin as Agent for James Anthony Killian** – (Map # 296 Parcels # 63) from AR-1 to AR-2 zoning.

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



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Dillon D. Pippin as Agent for James Anthony Killian – (Map # 296 Parcels # 63)** from AR-1 to AR-2 zoning.

DB

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Dillon D. Pippin as Agent for James Anthony Killian – (Map # 296 Parcels # 63)** from AR-1 to AR-2 zoning.

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

*BKS* 4/11/23



**Staff Report**

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Dillon D. Pippin** as Agent for **James Anthony Killian** requests to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2** to allow for combination with an adjacent parcel. Located on Floyd Avenue.  
**Map# 296 Parcel# 63**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2** to allow for combination with an adjacent parcel, with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to obtain the .121 acres from 296-63 in order to combine with 296-62, which will effectively “square off” 296-62.
- The receiving parcel is zoned AR-2. In order to approve a plat for combination, the zoning districts must match, therefore the .121 acres must be rezoned.
- At the April 11, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

**Alternatives**

**1. Approve** the request to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2** to allow for the creation of a home site, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

**2. Deny** the request to **rezone** 0.121 of 6.14 acres from **AR-1** to **AR-2**

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment



**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
296-63

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
296-63

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, DILLON D. PIPPIN AS AGENT FOR JAMES ANTHONY KILLIAN has filed an application to rezone one hundred twenty-one thousandths (0.121) +/- acres; from AR-1 to AR-2 to allow for a recombination of adjacent parcels; map and parcel number 296-63, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT one hundred and twenty-one thousandths (0.121) +/- acres; map and parcel number 296-63, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK



## Staff Report

**Subject:** Variance (Third District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Rhonda E. Bartley** requests a **variance** from section 5.1.4, required building setbacks, to allow for the placement of a mobile home. Located at 485 Standard Lane, zoned **AR-1**. **Map# 366B Parcel# 29**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from section 5.1.4, required building setbacks, to allow for the placement of a mobile home, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1.4 requires interior side setbacks on an AR-1 lot be a minimum of 25’.
- The AR-1 parcel is non-conforming and, at .22 acres, far smaller than the 5 acres required for a conforming AR-1 lot.
- The total width of the lot is approximately 50’. This makes meeting prescribed side setbacks impossible.
- There has previously been a mobile home and septic system on site. Due to the fact that the applicant wishes to place a mobile home, and mobile homes are allowed only in AR zoning districts, rezoning to accommodate size is undesirable.
- Consultation with DPH indicates that the applicant will be able to place a 1-2 bedroom dwelling, provided public sewer is obtained.
- At the April 11, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
  1. The applicant must obtain a building permit, to include DPH approval, prior to placing the mobile home.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

1. **Approve** the request for a **variance** from section 5.1.4 with the following conditions:
  1. The applicant must obtain a building permit, to include DPH approval, prior to placing the mobile home.
2. **Deny** the request for a **variance** from section 5.1.4

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

1. Variance application
2. Ownership certificate/authorization

3. Site Plan
4. Aerial photograph
5. Deed

**ATTACHMENT A - VARIANCE APPLICATION**

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

Applicant/Agent: Rhonda E. Bartley

Applicant Email Address: Rhonda-bartley-36@yahoo.com

Phone # 912-655-7483

Applicant Mailing Address: 134 Jackson Road

City: Springfield State: Georgia Zip Code: 31329

Property Owner, if different from above: \_\_\_\_\_

*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): Rhonda-bartley-36@yahoo.com

Phone # \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: 485 Standard Lane Springfield GA

Name of Development/Subdivision: None

Present Zoning of Property AR-1 Tax Map-Parcel # 0366B029 Total Acres 0.22

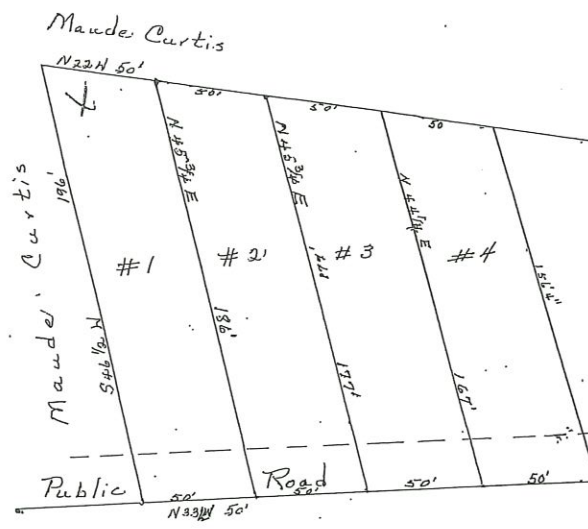
**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_

Describe why variance is needed: Lot size not suitable for mobile home with AR-1 setbacks

How does request meet criteria of Section 7.1.8 (see Attachment C): Narrowness of lot size & shape

Applicant Signature: Rhonda Bartley Date \_\_\_\_\_

Surveyor Record Book "H" / Page 39



State of Ga.  
 Effingham Co. Plat of  
 A lot of land near Springfield,  
 Ga. 11th G. M. District Surveyed  
 and plat drawn for Robbie  
 Cope by direction of Phillip  
 Gillerson, Oct. 25, 1958.  
 Scale 50 ft. pr. inch.  
 J. Tauschman, S.S.

Note: - #2 Ishmon Fenory  
 and Lillie Mae Scott.  
 Note - #3 Marie Scott.  
 J. Tauschman, S.S.

481 Standard

Engineered  
 Stamped  
 by Plans  
 Residential Code



# 485 Standard Lane



Item XV. 7.

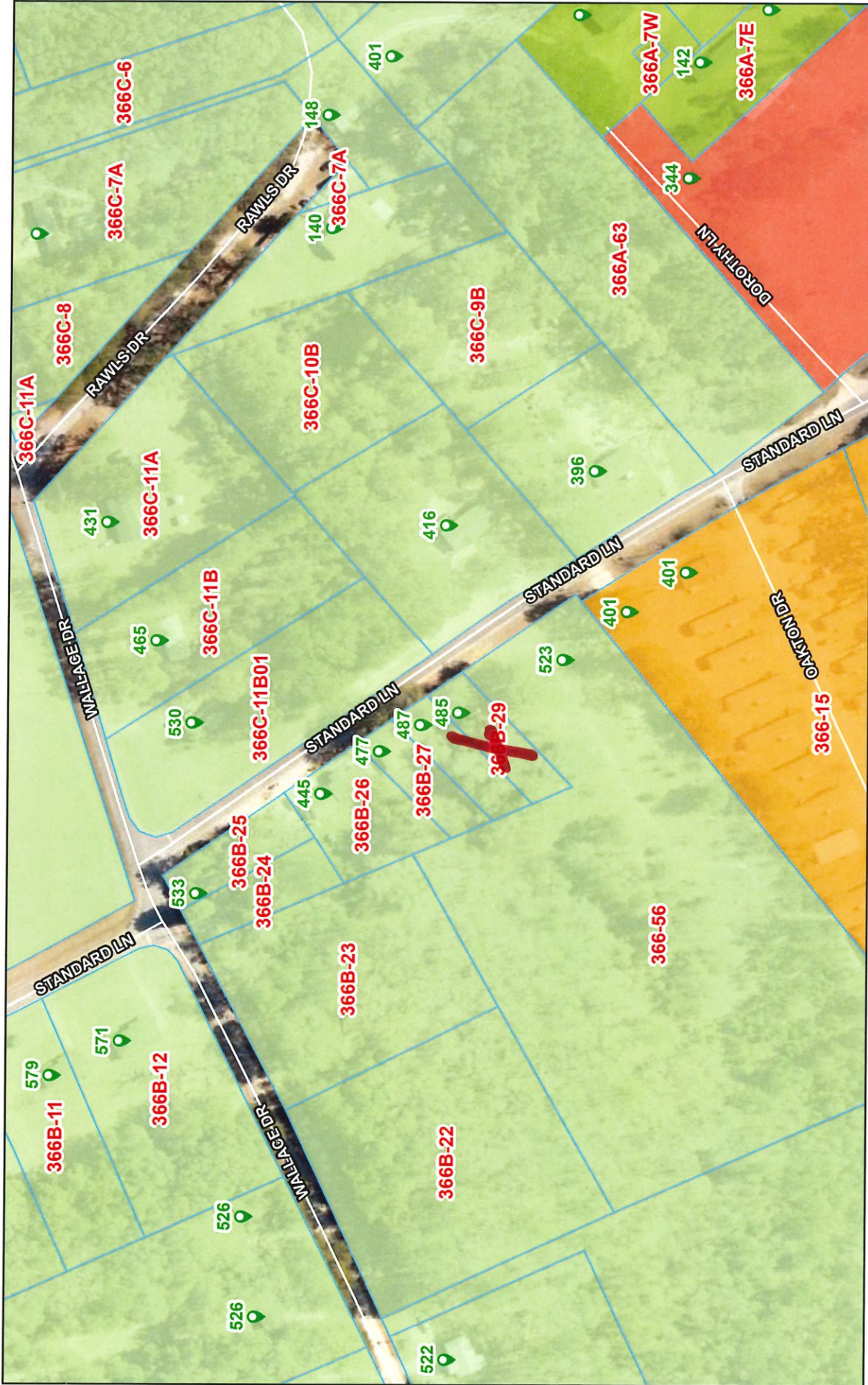


# 485 STANDARD LANE





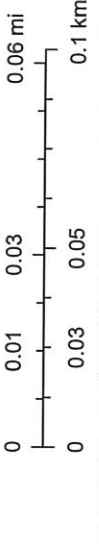
# 485 STANDARD LANE



3/10/2023

● Address Points  
 Tax Parcels  
● Tax Parcel Labels  
■ R-4 Efn\_fin\_cache  
■ I-1  
■ I-2  
■ AR-1  
■ AR-2  
■ Roads  
■ Red: Band\_1  
■ Green: Band\_2

1:2,257



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Item XV. 7.

525

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** Rhonda E. Bartley requests a **variance** from section 5.1.4, required building setbacks, to allow for the placement of a mobile home. Located at 485 Standard Lane, zoned **AR-1**. **Map# 366B Parcel# 29**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from section 5.1.4, required building setbacks, to allow for the placement of a mobile home, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1.4 requires interior side setbacks on an AR-1 lot be a minimum of 25’.
- The AR-1 parcel is non-conforming and, at .22 acres, far smaller than the 5 acres required for a conforming AR-1 lot.
- The total width of the lot is approximately 50’. This makes meeting prescribed side setbacks impossible.
- There has previously been a mobile home and septic system on site. Due to the fact that the applicant wishes to place a mobile home, and mobile homes are allowed only in AR zoning districts, rezoning to accommodate size is undesirable.
- Consultation with DPH indicates that the applicant will be able to place a 1-2 bedroom dwelling, provided public sewer is obtained.
- At the April 11, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
  1. The applicant must obtain a building permit, to include DPH approval, prior to placing the mobile home.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

1. **Approve** the request for a **variance** from section 5.1.4 with the following conditions:
  1. The applicant must obtain a building permit, to include DPH approval, prior to placing the mobile home.
2. **Deny** the request for a **variance** from section 5.1.4

**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.  
366B-29

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
366B-29

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, RHONDA E. BARTLEY has filed an application for a variance, from the required building setbacks; map and parcel number 366B-29, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance from the required building setbacks; map and parcel number 366B-29, located in the 3<sup>rd</sup> commissioner district is approved, with the following condition:

1. The applicant must obtain a building permit, to include DPH approval, prior to placing the mobile home.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

**Staff Report**

**Subject:** Rezoning (Third District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Mandi Malphus Rowe** requests to **rezone** 1.36 acres from **AR-1** to **AR-2** to allow for the combination of adjacent parcels. Located on Fifth Street. **Map#422A Parcels#91 & 104**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.36 acres from **AR-1** to **AR-2** to allow for the combination of adjacent parcels. with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- Lots 422A-91 & 104 are non-conforming AR-1 lots, sized .36 and 1 acres respectively.
- The applicant wishes to place a pool in a location which straddles existing lot lines, the lots must therefore be combined.
- Due to the fact that the total acreage of the combined lots will be less than the minimum 5 acres required for the AR-1 zoning districts, the entire 1.36 acres must be rezoned.
- At the April 11, 2023 Planning Board meeting, Ryan Thompson made a motion to approve, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

**Alternatives**

- 1. Approve** the request to **rezone** 1.36 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny** the request to **rezone** 1.36 acres from **AR-1** to **AR-2**.

**Recommended Alternative: 1****Other Alternatives: 2****Department Review:** Development Services**FUNDING:** N/A

**Attachments:** 1. Rezoning application and checklist      2. Plat      3. Deed  
 4. Ownership certificate/authorization      5. Aerial photograph



**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

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

Applicant/Agent: Mandi Malphus Rowe

Applicant Email Address: Mandirowe05@yahoo.com

Phone # 912 235 1716

Applicant Mailing Address: 144 5<sup>th</sup> Street

City: Cuy State: Ga Zip Code: 31303

Property Owner, if different from above: Mandi Rowe  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

Phone # \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: 144 5<sup>th</sup> Street

Proposed Road Access: \_\_\_\_\_

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 422A-91 Total Acres: 1.36 Acres to be Rezoned: 1.36  
8104

Lot Characteristics: 2 lots combined to 1

~~WATER~~  
 Private Well

Public Water System

~~SEWER~~  
 Private Septic System

Public Sewer System

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: \_\_\_\_\_

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

North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_



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

Residential

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

yes

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

Residential

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

Residential

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

No change to use

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

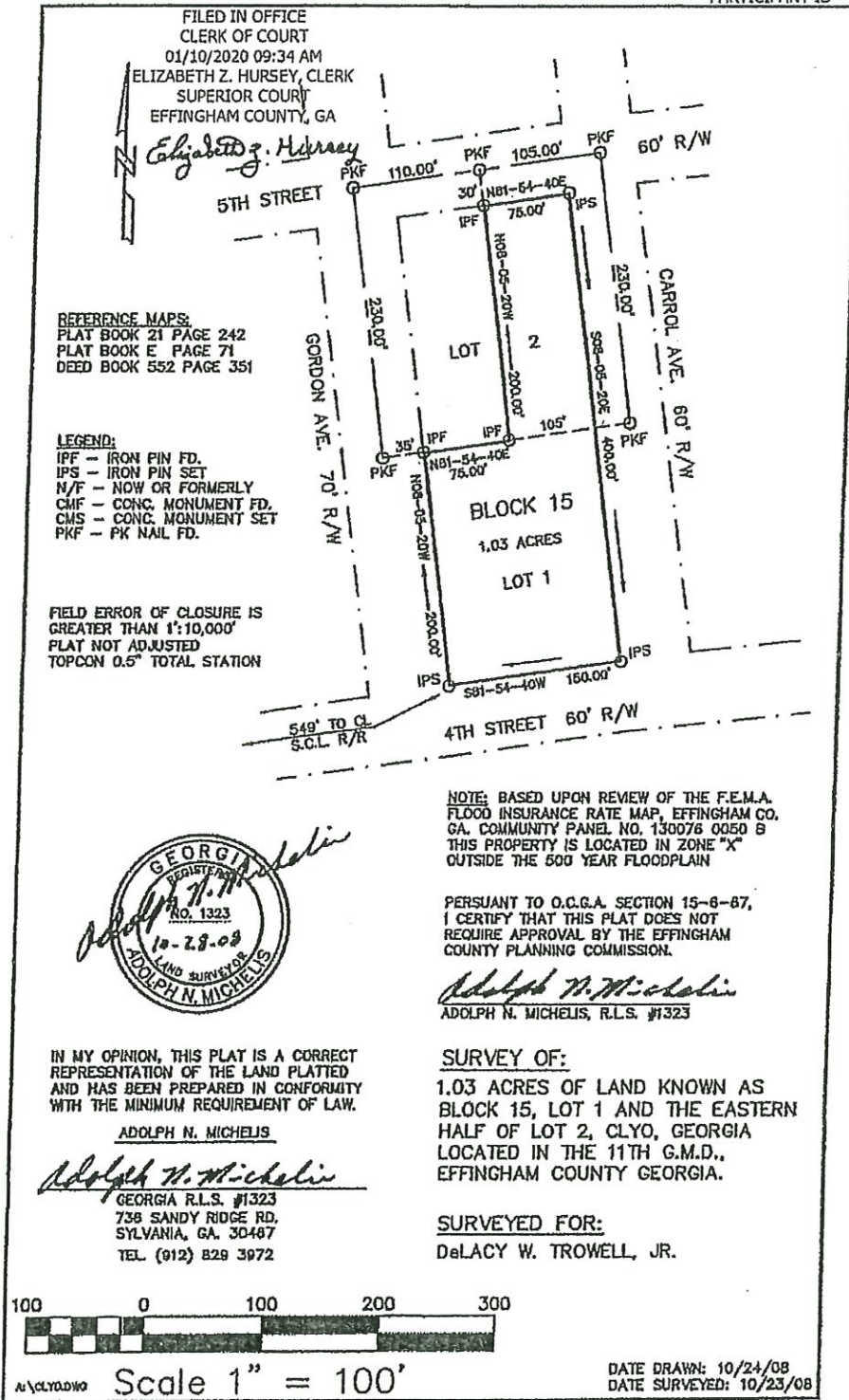
NO

Applicant Signature: Mandell Rowe Date March 13, 23

PB 28 / 730

BK:28 PG:730-730  
P202000005

8849504050  
PARTICIPANT ID



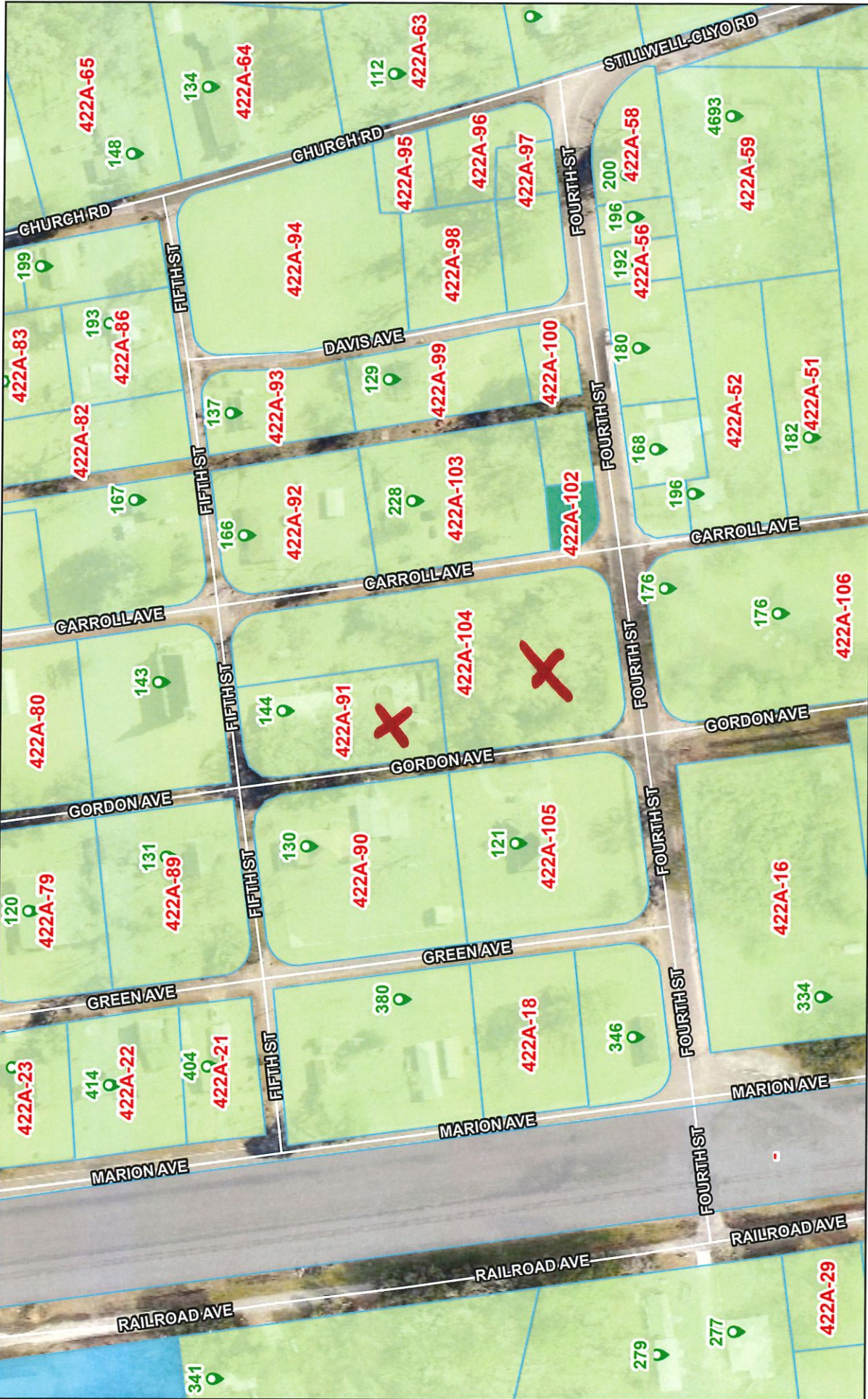


# 422A-91&104





# 422A-91&104



3/13/2023

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Item XV. 9.

341 279 277 422A-29 334 422A-16 380 422A-18 121 422A-105 144 422A-91 176 422A-106 130 422A-90 176 422A-104 143 422A-80 176 422A-106 167 422A-82 166 422A-92 228 422A-103 196 422A-52 182 422A-51 199 422A-83 193 422A-86 137 422A-93 129 422A-99 422A-100 180 422A-58 4693 422A-59 148 422A-65 134 422A-64 112 422A-63 192 196 200 422A-56 422A-58 168 196 182 422A-52 422A-51 422A-59 422A-58 422A-56 422A-55 422A-54 422A-53 422A-52 422A-51 422A-50 422A-49 422A-48 422A-47 422A-46 422A-45 422A-44 422A-43 422A-42 422A-41 422A-40 422A-39 422A-38 422A-37 422A-36 422A-35 422A-34 422A-33 422A-32 422A-31 422A-30 422A-29 422A-28 422A-27 422A-26 422A-25 422A-24 422A-23 422A-22 422A-21 422A-20 422A-19 422A-18 422A-17 422A-16 422A-15 422A-14 422A-13 422A-12 422A-11 422A-10 422A-9 422A-8 422A-7 422A-6 422A-5 422A-4 422A-3 422A-2 422A-1

Address Points

Tax Parcels

Roads

Tax Parcel Labels

Effingham County Zoning

B-3

AR-1

B-1

Efn\_fin\_cache

Other

Red: Band\_1

Green: Band\_2

533



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 **Mandi Malphus Rowe** – (Map # 422A Parcel # 91 & 104) from AR-1 to AR-2 zoning.

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



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Mandi Malphus Rowe – (Map # 422A Parcel # 91 & 104)** from AR-1 to AR-2 zoning.

AZ

Yes  No? 1. Is this proposal inconsistent with the county’s master plan?

Yes  No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No? 7. Are nearby residents opposed to the proposed zoning change?

Yes  No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Mandi Malphus Rowe – (Map # 422A Parcel # 91 & 104)** from AR-1 to AR-2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

DB

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Mandi Malphus Rowe – (Map # 422A Parcel # 91 & 104)** from AR-1 to AR-2 zoning.

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

*BKS. 4/11/23*



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PSH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Mandi Malphus Rowe – (Map # 422A Parcel # 91 & 104)** from AR-1 to AR-2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PSH



**Staff Report**

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Mandi Malphus Rowe** requests to **rezone** 1.36 acres from **AR-1** to **AR-2** to allow for the combination of adjacent parcels. Located on Fifth Street. **Map#422A Parcels#91 & 104**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.36 acres from **AR-1** to **AR-2** to allow for the combination of adjacent parcels. with conditions.

**Executive Summary/Background**

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- Lots 422A-91 & 104 are non-conforming AR-1 lots, sized .36 and 1 acres respectively.
- The applicant wishes to place a pool in a location which straddles existing lot lines, the lots must therefore be combined.
- Due to the fact that the total acreage of the combined lots will be less than the minimum 5 acres required for the AR-1 zoning districts, the entire 1.36 acres must be rezoned.
- At the April 11, 2023 Planning Board meeting, Ryan Thompson made a motion to approve, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith, and carried unanimously.

**Alternatives**

- 1. Approve** the request to **rezone** 1.36 acres from **AR-1** to **AR-2**, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
  
- 2. Deny** the request to **rezone** 1.36 acres from **AR-1** to **AR-2**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

422A-8B & 104

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

422A-8B & 104

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, MANDI MALPHUS ROWE has filed an application to rezone one and thirty-six hundredths (1.36) +/- acres; from AR-1 to AR-2 to allow for the combination of adjacent parcels; map and parcel number 422A-91 & 104, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT one and thirty-six hundredths (1.36) +/- acres; map and parcel number 422A-91 & 104, located in the 3<sup>rd</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Rezoning (Fourth District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Kash Redmond** requests to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 986 Courthouse Road. **Map# 368 Parcel# 8B**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2** to allow for the creation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The proposed home site will be 2 acres, which does not meet the 5-acre minimum required for the AR-1 zoning district, and must be rezoned.
- At the April 11, 2023 Planning Board meeting, Brad Smith made a motion to approve, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2** with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. **Deny** the request to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2**

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: Feb 27 2023

Applicant/Agent: Kash Redmond

Applicant Email Address: KLredmond62@gmail.com

Phone # 912 433-8903

Applicant Mailing Address: 986 Courthouse Rd

City: Springfield State: GA Zip Code: 31329

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: 986 Courthouse Rd Springfield GA 31329

Proposed Road Access: \_\_\_\_\_

Present Zoning of Property: AR 1 Proposed Zoning: AR 2

Tax Map-Parcel # 3108-8B Total Acres: 56.13 Acres to be Rezoned: 2

Lot Characteristics: Woodland

**WATER**

Private Well  
 Public Water System

**SEWER**

Private Septic System  
 Public Sewer System

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: Gift my son to build on property

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.

Woodland Timber Hunting

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.

Gift my son to build a house on

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

Woodland Timber Hunting

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?

My son will be living here.

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?

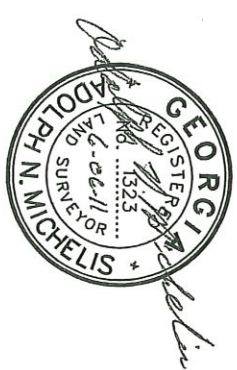
NO

Applicant Signature: Kl pl Date 2-27-2023

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, COMMUNITY PANEL NO. 130076 0125 G, EFFECTIVE SEPT. 3, 1992, THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)

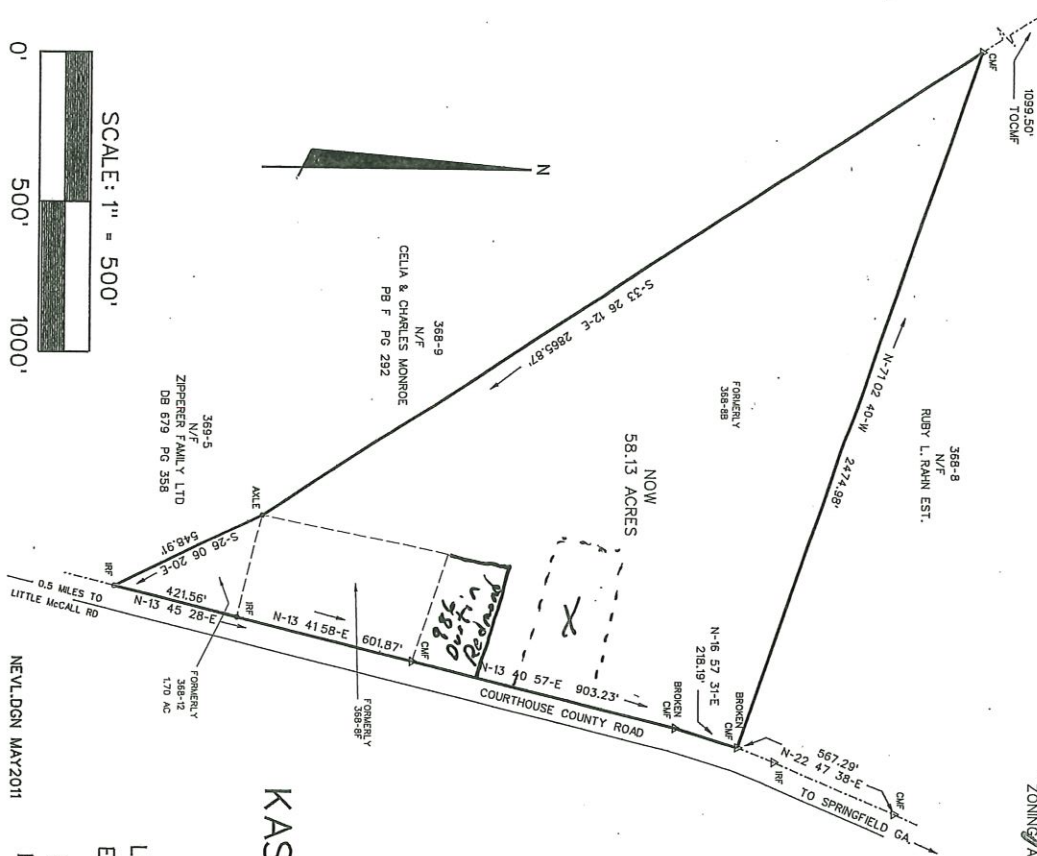
- LEGEND:
- IRF 5/8" REBAR FOUND
  - IRS 5/8" REBAR SET
  - PL PROPERTY LINE
  - CMF CONC MON. FOUND
  - N/F NOW OR FORMERLY
  - PP POWER POLE

EQUIP. USED TOTAL STATION  
TOPCON 303  
ERROR OF CLOSURE EXCEEDS  
1:10,000 PLAT NOT ADJUSTED



*Adolph N. Michelis*  
**ADOLPH N. MICHELIS R.L.S.**  
 GA. Reg. L.S. # 13223  
 736 SANDY RIDGE ROAD  
 SYLVANIA, GEORGIA 30467  
 PH. (912) 829 3972

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE STATUTES OF GEORGIA.



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR  
*George B. [Signature]*  
 ZONING ADMINISTRATOR  
 DATE: 6-14-2011

NOTE: SUBJECT PROPERTY IS A COMBINATION OF MAP & PARCEL 368-8B, 368-8F AND 368-12 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE. THE THREE PARCELS ARE ZONED AR-1

REFERENCES:  
 PB-1 PAGE 247  
 A PLAT OF THE RUBY RAHN ESTATE BY WARREN E. POYTHRESS DATED 4 OCT 2010

SURVEY FOR  
**KASH & LISA REDMOND**  
 A PROPERTY SURVEY OF  
 A 58.42 ACRE TRACT  
 LOCATED IN THE 10TH, G.M.D.  
 EFFINGHAM COUNTY, GEORGIA  
 SURVEYED 31 MAY 2011  
 PLAT DRAWN 31 MAY 2011  
 NEVL.DGN MAY2011

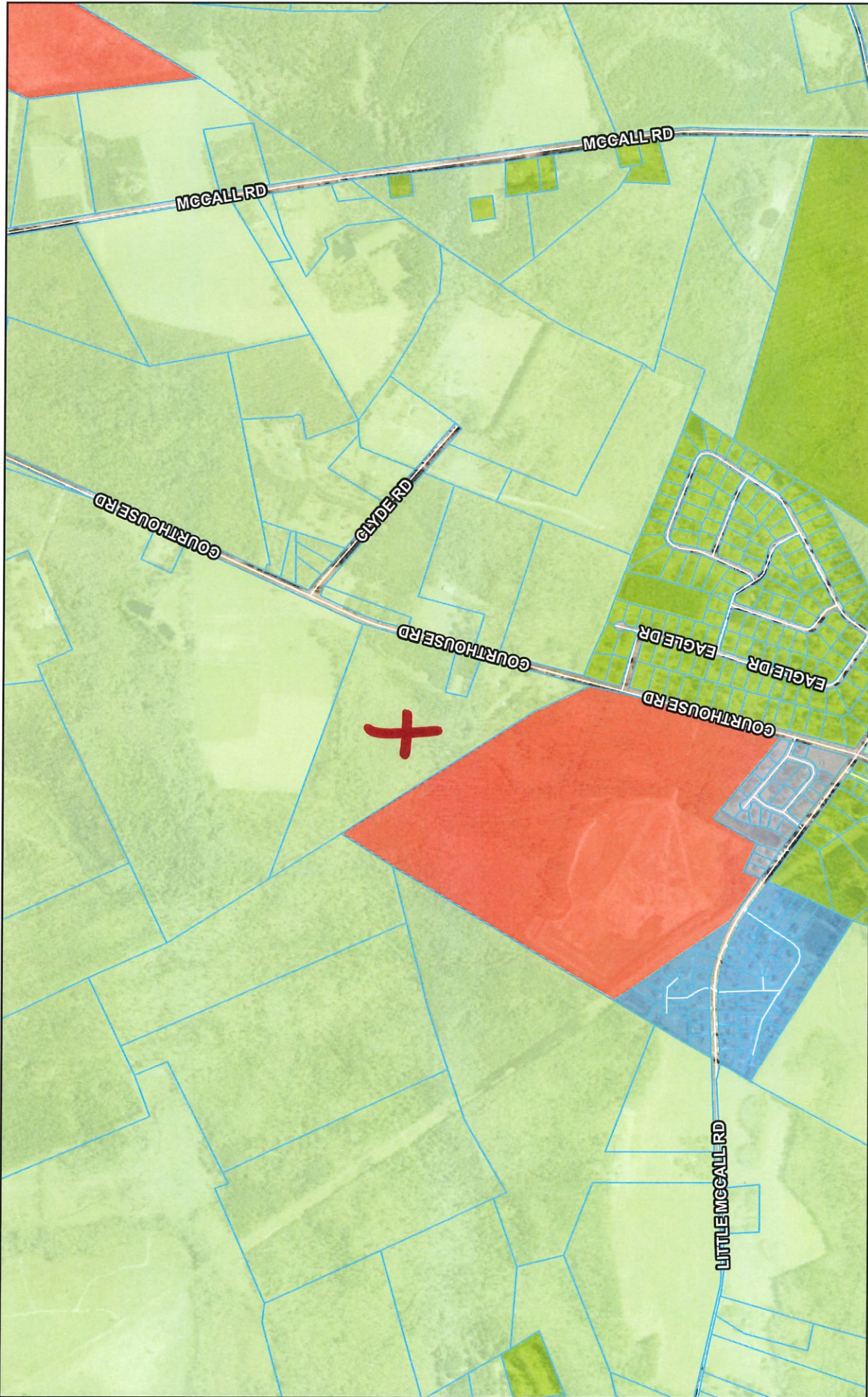
FILED FOR RECORD  
 BOOK D  
 PAGE NO. 867A-2  
 2011 JUN 15 PM 1:14  
 ELIZABETH Z. HURSEY  
 CLERK E.C.C.S.C.







368-8B

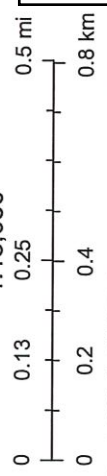


3/3/2023

- Tax Parcel Labels Effingham County Zoning
  - AR-1
  - AR-2
  - R-1
  - R-6
  - I-1
  - Other Efn\_fin\_cache
- Tax Parcels
  - Red: Band\_1
  - Green: Band\_2
- Roads

546

1:18,056



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI, NASA, EPA, USDA

Item XV. 11.



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 **Kash Redmond – (Map # 368 Parcel # 8B)** from **AR-1** to **AR-2** zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Kash Redmond – (Map # 368 Parcel # 8B)** from **AR-1** to **AR-2** zoning.

*AR*

Yes ~~No~~? 1. Is this proposal inconsistent with the county’s master plan?

Yes ~~No~~? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ~~No~~? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ~~No~~? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ~~No~~? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ~~No~~? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ~~No~~? 7. Are nearby residents opposed to the proposed zoning change?

Yes ~~No~~? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Kash Redmond – (Map # 368 Parcel # 8B)** from AR-1 to AR-2 zoning.

DB

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



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Kash Redmond – (Map # 368 Parcel # 8B)** from AR-1 to AR-2 zoning.

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

BKS. 4/11/23.



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Kash Redmond – (Map # 368 Parcel # 8B)** from AR-1 to AR-2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PEH

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** Kash Redmond requests to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 986 Courthouse Road. **Map# 368 Parcel# 8B**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2** to allow for the creation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The proposed home site will be 2 acres, which does not meet the 5-acre minimum required for the AR-1 zoning district, and must be rezoned.
- At the April 11, 2023 Planning Board meeting, Brad Smith made a motion to approve, with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Peter Higgins and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2** with the following conditions:
  1. The lots shall meet the requirements of the AR-2 zoning district.
  2. All wetland impacts must be approved and permitted by USACE.
  3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. **Deny** the request to **rezone** 2 of 56.13 acres from **AR-1** to **AR-2**

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
368-8B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
368-8B

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, KASH REDMOND has filed an application to rezone two (2.0) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 368-8B, located in the 4<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT two (2.0) +/- acres; map and parcel number 368-8B, located in the 4<sup>th</sup> commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. A combination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

**Staff Report**

**Subject:** Rezone (Fifth District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Adrian Webber** as Agent for **Wayne Bowen** requests to **rezone** .91 acres from **B-3** to **I-1** to allow for increased use potential of existing structures. Located on Goshen Road Extension. **Map# 465D Parcel# 18**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of the request to **rezone** .91 acres from **B-3** to **I-1** to allow for increased use potential of existing structures, 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 wishes to respond to market conditions and rent warehouse space to a wider range of tenants.
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- Rezoning to I-1 was granted on June 15, 2021 to adjacent parcels 465D-12&13, to allow for metal parts assembly.
- Rezoning to I-1 was granted on August 2, 2022 to map/parcels 465D-14,15,16,17
- At the April 11, 2023 Planning Board meeting, Peter Higgins made a motion to approve, with the following conditions:
  1. The lot shall meet the requirements of the I-1 zoning district, activity shall be limited to light industrial
  2. A variance from buffer requirements shall be obtained.
  3. All owner/tenant uses must have a valid County Occupational Tax Certificate.
- The motion was seconded by Ryan Thompson, and carried unanimously.

**Alternatives**

- 1. Approve** the request to **rezone** .91 acres from **B-3** to **I-1** with the following conditions:
  1. The lot shall meet the requirements of the I-1 zoning district, activity shall be restricted to light industrial.
  2. A variance from buffer requirements shall be obtained.
  3. All owner/tenant uses must have a valid County Occupational Tax Certificate.
- 2. Deny** the request to **rezone** .91 acres from **B-3** to **I-1**

**Recommended Alternative: 1**

**Department Review:** Development Services

- Attachments:**
1. Rezoning application and checklist
  2. Ownership certificate/authorization

**Other Alternatives: 2**

**FUNDING:** N/A

3. Deed
4. Aerial photograph
5. Plat



**ATTACHMENT A - VARIANCE APPLICATION**

Applicant/Agent: (Wayne Bowen) 124 Goshen LLC / Adrian Webber (AGENT) Application Date: 3/7/23  
Applicant Email Address: adrian@savcommercial.com

Phone # 843-301-2900  
Applicant Mailing Address: 108 Hidden Lake Drive  
City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Wayne Bowen  
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): ~~Wayne~~ wgbowen@yahoo.com  
Phone # 912-617-5341

Owner's Mailing Address: 108 Hidden Lake Drive  
City: Rincon State: GA Zip Code: 31326

Property Location: 124 Goshen Rd Ext Rincon, GA  
Name of Development/Subdivision: Twenty One Centre Commercial Park  
Present Zoning of Property B-3 Tax Map-Parcel # 04650018 Total Acres .91 Lot 18

**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_

Describe why variance is needed: The buildings along Commercial  
Crt currently exist with no discernable buffers  
Existing buildings are too close to allow for  
any Required Buffers  
How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

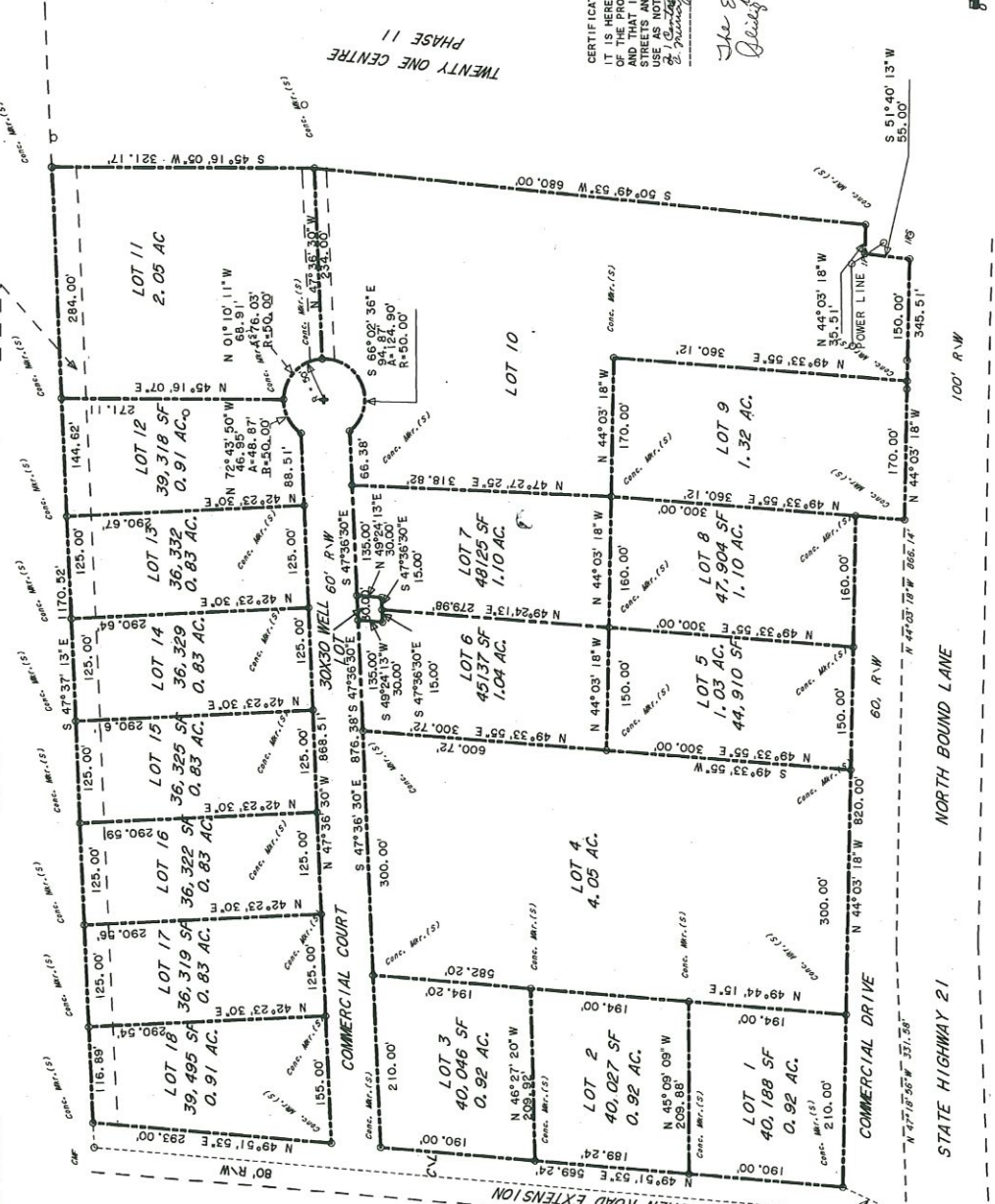
Applicant Signature: [Signature] Date: 3/7/23

Filed for Record  
 Book A350 Page D  
 Date 4/17/1996

REMAINING LOTS TO BE SERVED BY  
 BY COMMUNITY WATER AND INDIVIDUAL  
 SEPTIC TANKS.

NOW OR FORMERLY JESSIE W. EXLEY

30' DRAINAGE  
 EASEMENT



TWENTY ONE CENTRE  
 PHASE 11

CERTIFICATE OF OWNERSHIP & DEDICATION:  
 IT IS HEREBY CERTIFIED THAT I AM THE OWNER  
 OF THE PROPERTY SHOWN & DESCRIBED HEREON  
 AND THAT I HAVE HEREBY DEDICATED THE  
 STREETS AND EASEMENTS TO PUBLIC OR PRIVATE  
 USE AS NOTED.  
*Dee Effinger Co., Inc.*  
*Dee Effinger Co., Inc.*  
 OWNER

SCALE: 1" = 100'

REVISED APRIL 3, 1996  
 DATE: DECEMBER 4, 1985  
 BY: WARREN E. POTTHRESS  
 55 LUMBER STREET, SUITE 100  
 SYLVANIA, GA. 30467  
 TEL: (912) 867-3288  
 EQUIP: TOPCON 303

THE FIELD DATA UPON WHICH THIS  
 MAP OR PLAT IS BASED HAS A  
 CLOSEST APPROXIMATION OF AN ANGULAR  
 ERROR OF 0.5 PER ANGLE POINT &  
 WAS ADJUSTED USING COMPASS RULE.  
 THE FIELD DATA IS FOUND TO  
 BE ACCURATE WITHIN ONE FOOT IN  
 FEET.

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF  
 PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION.  
*Charles Wilson* DATE 4-17-96  
 DIRECTOR

APPROVED FOR RECORDING BY EFFINGHAM COUNTY  
 ZONING ADMINISTRATION.  
*Keith L. Lamm* DATE 4/17/96  
 ZONING ADMINISTRATOR

PROPERTY SURVEY  
 FOR  
 TWENTY ONE CENTRE  
 COMMERCIAL PARK  
 LOCATED 1 MI. SOUTH OF  
 RINCON IN THE 9TH G. M. D.,  
 EFFINGHAM COUNTY, GEORGIA

CERTIFICATE OF APPROVAL FOR RECORDING  
 PLANNING COMMISSION: THIS SUBDIVISION  
 KNOWN AS  
 TO COMPLY WITH THE EFFINGHAM  
 APPROVED BY THE REGULAR MEETING OF THE  
 EFFINGHAM COUNTY PLANNING COMMISSION ON  
 THE 25<sup>TH</sup> DAY OF MARCH 1996 FOR RECORDING  
 IN THE OFFICE OF THE CLERK OF COURTS OF  
 EFFINGHAM COUNTY, GEORGIA.  
*A. W. L. Almy* DATE 4-17-96  
 CHAIRMAN  
 SECRETARY





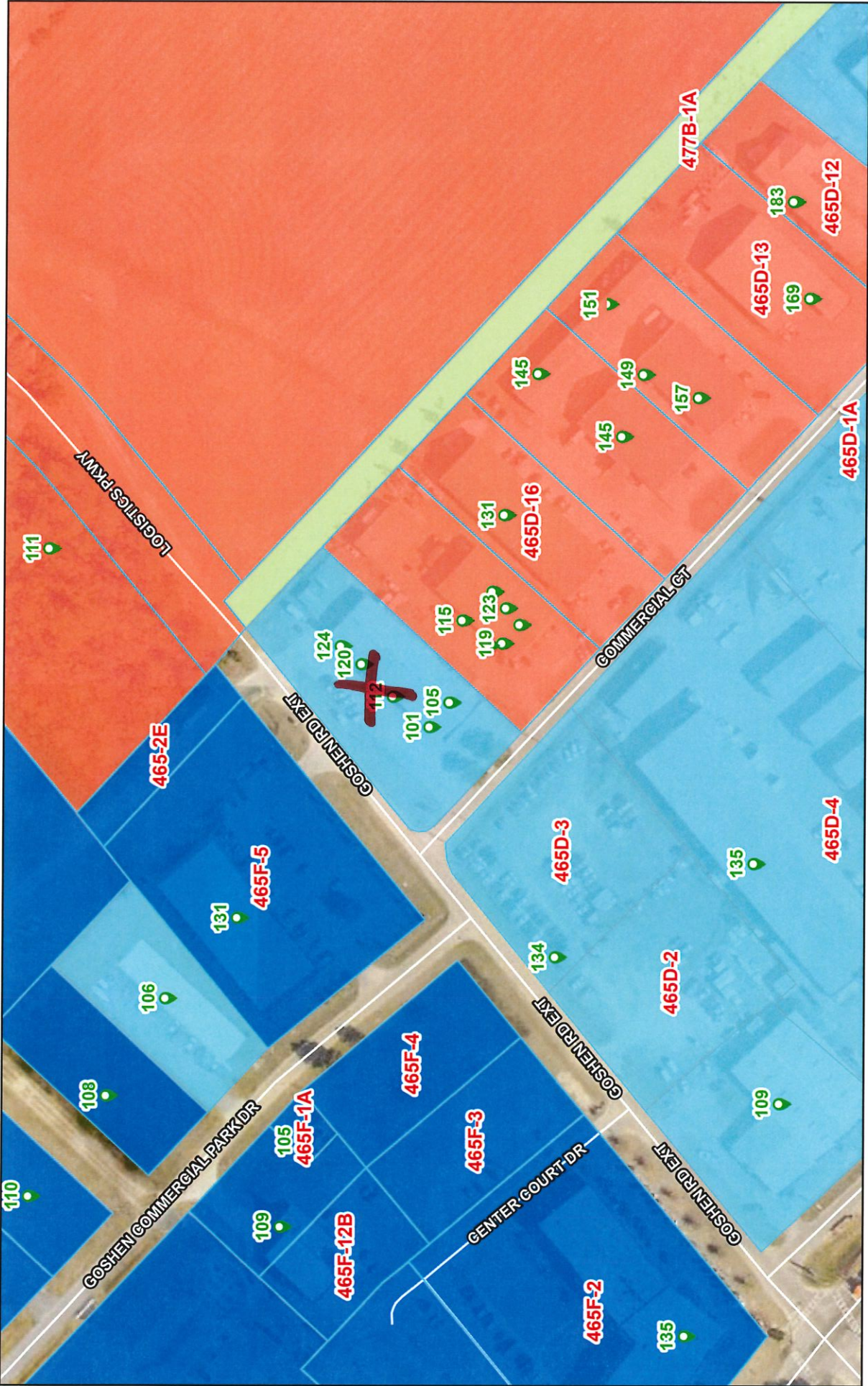
# 465D-18



© All EagleView Technology Corporation



# 465D-18



3/10/2023

● Address Points  
 Tax Parcels  
— Roads  
■ B-2  
■ I-1  
■ B-3 Efn\_fin\_cache  
■ AR-1  
■ B-2  
■ Red: Band\_1  
■ Green: Band\_2

1:2,257  
 0 0.01 0.03 0.05 0.06 mi  
 0 0.03 0.05 0.1 km  
 Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Adrian Webber** as Agent for **Wayne Bowen** requests to **rezone** .91 acres from **B-3** to **I-1** to allow for increased use potential of existing structures. Located on Goshen Road Extension. **Map# 465D Parcel# 18**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** .91 acres from **B-3** to **I-1** to allow for increased use potential of existing structures, 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 wishes to respond to market conditions and rent warehouse space to a wider range of tenants.
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- Rezoning to I-1 was granted on June 15, 2021 to adjacent parcels 465D-12&13, to allow for metal parts assembly.
- Rezoning to I-1 was granted on August 2, 2022 to map/parcels 465D-14,15,16,17
- At the April 11, 2023 Planning Board meeting, Peter Higgins made a motion to approve, with the following conditions:
  1. The lot shall meet the requirements of the I-1 zoning district, activity shall be limited to light industrial
  2. A variance from buffer requirements shall be obtained.
  3. All owner/tenant uses must have a valid County Occupational Tax Certificate.
- The motion was seconded by Ryan Thompson, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** .91 acres from **B-3** to **I-1** with the following conditions:
  1. The lot shall meet the requirements of the I-1 zoning district, activity shall be restricted to light industrial.
  2. A variance from buffer requirements shall be obtained.
  3. All owner/tenant uses must have a valid County Occupational Tax Certificate.
2. **Deny** the request to **rezone** .91 acres from **B-3** to **I-1**

**Recommended Alternative:** 1  
**Department Review:** Development Services  
**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2  
**FUNDING:** N/A

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

465D-19

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

465D-19

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, ADRIAN WEBBER AS AGENT FOR WAYNE BOWEN has filed an application to rezone ninety-one hundredths (0.91) +/- acres; from B-3 to I-1 to allow for increased use potential of existing structures; map and parcel number 465D-19, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT ninety-one hundredths (0.91) +/- acres; map and parcel number 465D-19, located in the 5<sup>th</sup> commissioner district is rezoned from B-3 to I-1, with the following conditions:

1. The lot shall meet the requirements of the I-1 zoning district; activity shall be restricted to light industrial.
2. A variance from buffer requirements shall be obtained.
3. All owner/tenant uses must have a valid County Occupational Tax Certificate.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Variance (Third District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Adrian Webber** as Agent for **Wayne Bowen** requests a **variance** from required development buffers between existing developed parcels. Located on Goshen Road Extension, zoned **B-3**, proposed zoning **I-1**. **Map# 465D Parcel# 18**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from Section 3.4.1 to reduce required development buffers between existing developed parcels. with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- Appendix C – Zoning Ordinance, Article III – General Provisions, Section 3.4.1 – Buffer Design Standards, provides required buffering between zoning districts. For Light Industrial, 25’ is required to adjacent industrial property, 50’ is required to commercially-zoned property, and 150’ is required to AR-1 property.
- A variance from buffer requirements was granted for adjacent parcels 465D-12&13 on July 20, 2021, and to map/parcels 465D-14,15,16,17 on August 2, 2022.
- The warehouses are part of an existing business park, and are suitable in size and location for low intensity industrial uses such as metal assembly. The proposed zoning will not have a negative impact on the adjacent land uses.
- There is no room to accommodate the buffer requirement on individual lots in the existing business park. The industrial zoned land to the north includes a 150’ vegetative buffer between industrial and commercial districts.
- At the April 11, 2023 Planning Board meeting, Peter Higgins made a motion to approve.
- The motion was seconded by Brad Smith, and carried unanimously.

### Alternatives

- Approve** the request for a **variance** from required development buffers between existing developed parcels.
- Deny** the request for a **variance** from required development buffers between existing developed parcels.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Variance application  
3. Ownership certificate/authorization

3. Site Plan

5. Deed

4. Aerial photograph

**ATTACHMENT A - VARIANCE APPLICATION**

Applicant/Agent: (Wayne Bowen) 124 Goshen LLC / Adrian Webber (AGENT) Application Date: 3/7/23  
Applicant Email Address: adrian@savcommercial.com

Phone # 843-301-2900  
Applicant Mailing Address: 108 Hidden Lake Drive  
City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: Wayne Bowen  
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): ~~Wayne~~ wgbowen@yahoo.com  
Phone # 912-617-5341

Owner's Mailing Address: 108 Hidden Lake Drive  
City: Rincon State: GA Zip Code: 31326

Property Location: 124 Goshen Rd Ext Rincon, GA  
Name of Development/Subdivision: Twenty One Centre Commercial Park  
Present Zoning of Property B-3 Tax Map-Parcel # 04650018 Total Acres .91 Lot 18

**VARIANCE REQUESTED** (provide relevant section of code): \_\_\_\_\_

Describe why variance is needed: The buildings along Commercial  
Crt currently exist with no discernable buffers  
Existing buildings are too close to allow for  
any Required Buffers  
How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

Applicant Signature: [Signature] Date: 3/7/23

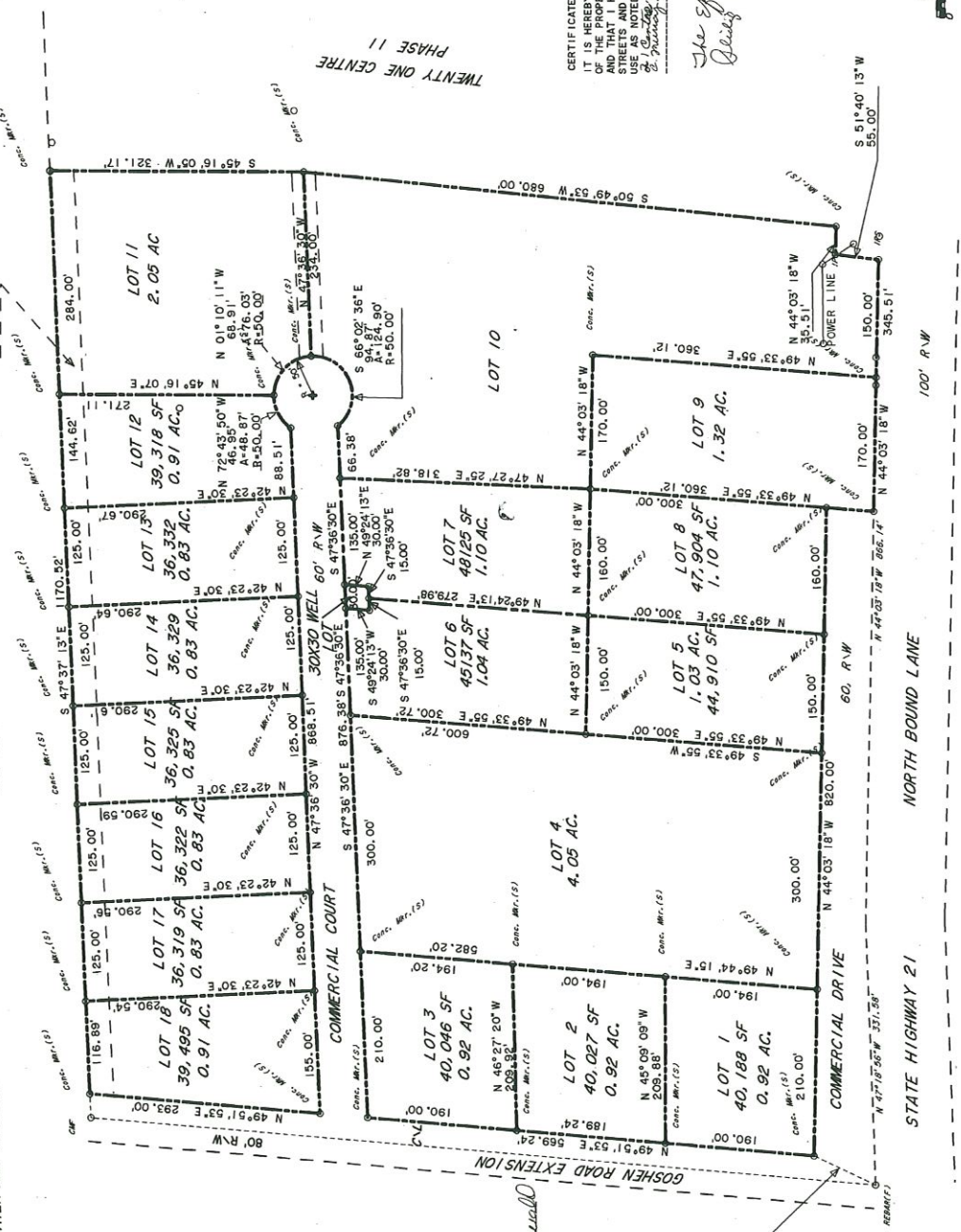


Filed for Record  
 Book A350 Page D  
 Date 4/17/1996

REMAINING LOTS TO BE SERVED BY  
 BY COMMUNITY WATER AND INDIVIDUAL  
 SEPTIC TANKS.

NOW OR FORMERLY JESSIE W. EXLEY  
 EASEMENT

30' DRAINAGE  
 EASEMENT



TWENTY ONE CENTRE  
 PHASE 11

CERTIFICATE OF OWNERSHIP & DEDICATION:  
 IT IS HEREBY CERTIFIED THAT I AM THE OWNER  
 OF THE PROPERTY SHOWN & DESCRIBED HEREON  
 AND THAT THE SAME IS TO BE USED AS A  
 STREETS AND EASEMENTS TO PUBLIC OR PRIVATE  
 USE AS NOTED.  
 By Clayton H. Haight, President  
 OWNER

*Clayton H. Haight, President*

SCALE: 1" = 100'

REVISED APRIL 3, 1996  
 DATE: DECEMBER 4, 1995  
 BY: WARREN E. POTTHRESS  
 55 LUMBER STREET, SUITE 101  
 SYLVANIA, GA. 30467  
 TEL: (912) 867-3288  
 EQUIP: TOPCON 303

THE FIELD DATA UPON WHICH THIS  
 MAP OR PLAT IS BASED HAS A  
 CLOSEST APPROXIMATION OF AN ANGULAR  
 ERROR OF 0.5 PER ANGLE POINT &  
 WAS ADJUSTED USING COMPASS RULE.  
 THE FIELD MEASUREMENTS FOUND TO  
 BE ACCURATE WITHIN ONE FOOT IN  
 FEET.

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF  
 PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION.  
 Director Clayton H. Haight DATE 4-17-96

APPROVED FOR RECORDING BY EFFINGHAM COUNTY  
 ZONING ADMINISTRATION.  
 Zoning Administrator Clayton H. Haight DATE 4/17/96

PROPERTY SURVEY  
 FOR  
 TWENTY ONE CENTRE  
 COMMERCIAL PARK  
 LOCATED 1 MI. SOUTH OF  
 RINCON IN THE 9TH G. M. D.,  
 EFFINGHAM COUNTY, GEORGIA

CERTIFICATE OF APPROVAL FOR RECORDING  
 PLANNING COMMISSION: THIS SUBDIVISION  
 KNOWN AS  
 TO COMPLY WITH THE EFFINGHAM  
 APPROVED BY THE REGULAR MEETING OF THE  
 EFFINGHAM COUNTY PLANNING COMMISSION ON  
 THE 25<sup>TH</sup> DAY OF MARCH 1996 FOR RECORDING  
 IN THE OFFICE OF THE CLERK OF COURTS OF  
 EFFINGHAM COUNTY, GEORGIA.  
 Chairman Clayton H. Haight  
 Secretary Clayton H. Haight

DATE 4-17-96





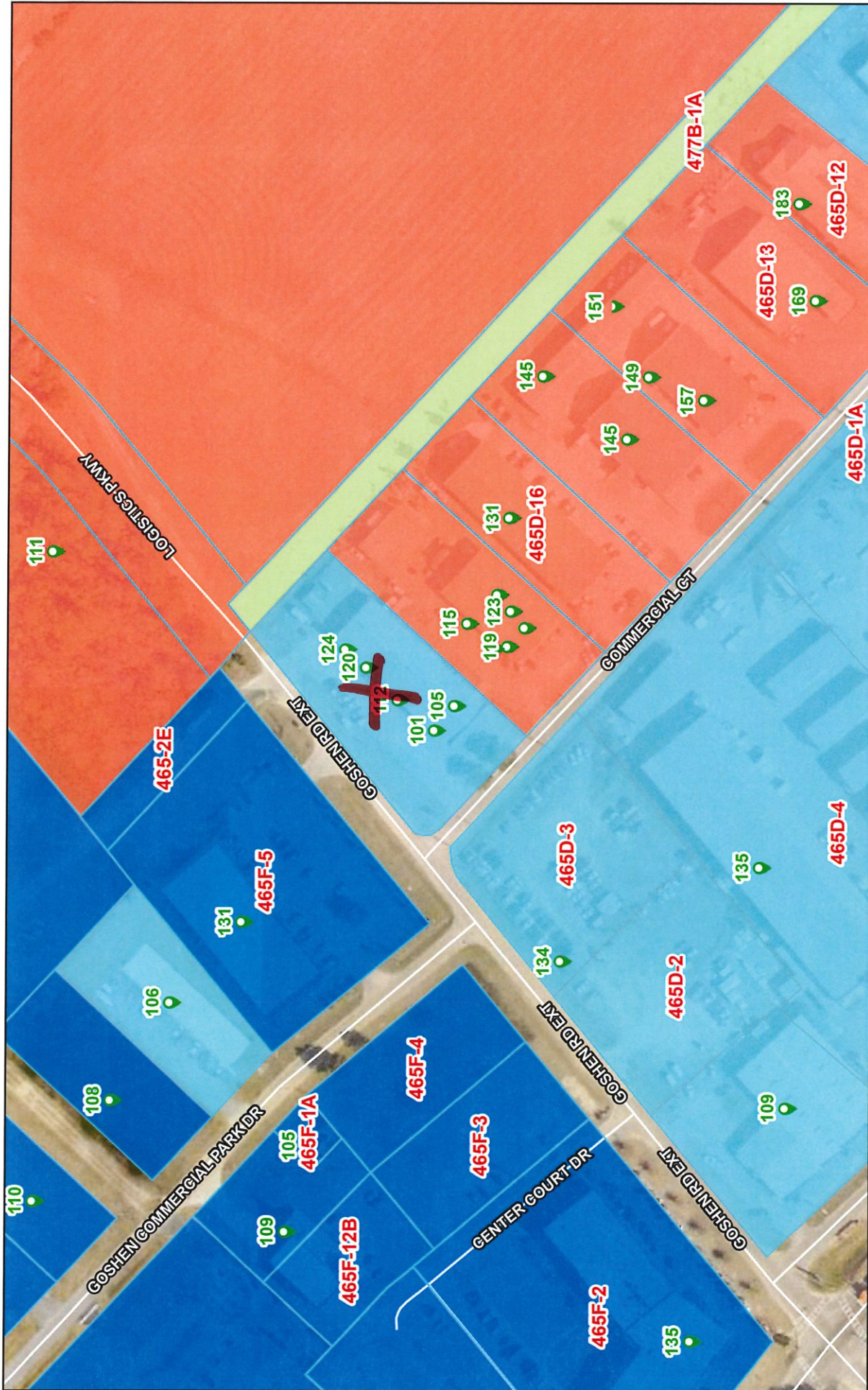
# 465D-18





465D-18

Item XV. 15.



3/10/2023

1:2,257

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Address Points Tax Parcels Effingham County Zoning B-3 Efn\_fin\_cache I-1 AR-1 B-2 B-2  
 Roads Roads Roads

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Adrian Webber** as Agent for **Wayne Bowen** requests a **variance** from required development buffers between existing developed parcels. Located on Goshen Road Extension, zoned **B-3**, proposed zoning **I-1**. **Map# 465D Parcel# 18**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from Section 3.4.1 to reduce required development buffers between existing developed parcels. with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- Appendix C – Zoning Ordinance, Article III – General Provisions, Section 3.4.1 – Buffer Design Standards, provides required buffering between zoning districts. For Light Industrial, 25’ is required to adjacent industrial property, 50’ is required to commercially-zoned property, and 150’ is required to AR-1 property.
- A variance from buffer requirements was granted for adjacent parcels 465D-12&13 on July 20, 2021, and to map/parcels 465D-14,15,16,17 on August 2, 2022.
- The warehouses are part of an existing business park, and are suitable in size and location for low intensity industrial uses such as metal assembly. The proposed zoning will not have a negative impact on the adjacent land uses.
- There is no room to accommodate the buffer requirement on individual lots in the existing business park. The industrial zoned land to the north includes a 150’ vegetative buffer between industrial and commercial districts.
- the April 11, 2023 Planning Board meeting, Peter Higgins made a motion to approve.
- The motion was seconded by Brad Smith, and carried unanimously.

### Alternatives

- Approve** the request for a **variance** from required development buffers between existing developed parcels. with the following conditions:
- Deny** the request for a **variance** from required development buffers between existing developed parcels.

**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.

465D-19

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

465D-19

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, ADRIAN WEBBER AS AGENT FOR WAYNE BOWEN has filed an application for a variance, from required development buffers between existing developed parcels; map and parcel number 465D-19, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance from required development buffers between existing developed parcels; map and parcel number 465D-19, located in the 5<sup>th</sup> commissioner district is approved.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** Rezone (Third District)  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** requests to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2** for the development of a commercial retail site. Located on Shawnee Road & GA Highway 21 North. **Map# 264A Parcels# 20&21**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2** for the development of a commercial retail site, 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.
- Retail businesses are a permitted use in the B-2 General Commercial District. B-2 is compatible with the surrounding area, which includes rural, low-density residential development, and an existing convenience store (B-3) across Shawnee Road.
- The property has frontage on Hwy 21, a commercial corridor. Driveway access will be on Shawnee Road.
- The proposed development will be 10,640 sf store, and will be served by private well and septic system.
- A 30' vegetative buffer is required between AR and B districts; a 15' buffer is required between B districts.
- Staff met with the applicant via Zoom on 6/27/2022 and 1/9/2023, and discussed buffers and fencing, stormwater management, building location and materials, access management, and the sketch plan process.
- At the April 11 Planning Board meeting, Mr. Alan Zipperer made a motion for approval, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. Site development plans must meet the requirements of the B-2 zoning district.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

### Alternatives

- 1. Approve** the request to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2** with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. Site development plans must meet the requirements of the B-2 zoning district.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.

- 2. Deny** the request to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Rezoning application and checklist      3. Plat      4. Deed  
 2. Ownership certificate/authorization      5. Aerial photograph

**ATTACHMENT A - REZONING AMENDMENT APPLICATION**

Application Date: 2/24/23

Applicant/Agent: Teramore Development, LLC/Mitcham Walker

Applicant Email Address: mwalker@teramore.net

Phone # 850-510-5986

Applicant Mailing Address: 165 Big Star Drive

City: Thomasville State: GA Zip Code: 31757

Property Owner, if different from above: Ashley Fleetwood  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): ashfleetwood@aol.com

Phone # 843-816-7158

Owner's Mailing Address: 5660 GA Hwy 21 N

City: Springfield State: GA Zip Code: 31329

Property Location: 5660 GA Hwy 21 N, Springfield, GA 31329

Proposed Road Access: Shawnee

Present Zoning of Property: AR-1 Proposed Zoning: B-2

Tax Map-Parcel # 0264A020 Total Acres: 0.63 Acres to be Rezoned: 0.63

Lot Characteristics: \_\_\_\_\_

**WATER**

Private Well  
\_\_\_\_ Public Water System

**SEWER**

Private Septic System  
\_\_\_\_ Public Sewer System

If public, name of supplier: \_\_\_\_\_

Justification for Rezoning Amendment: Rezone for suitable use of a commercial retail establishment.

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

North B-1/B-3 South AR-1 East AR-1 West B-2

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 2/13/23

Applicant/Agent: Teramore Development, LLC / Mitcham Walker

Applicant Email Address: mwalker@teramore.net

Phone # 850-510-5986

Applicant Mailing Address: 165 Big Star Dr.

City: Thomasville State: GA Zip Code: 31757

Property Owner, if different from above: George Usher, Angela Usher  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): theushers1@planters.net

Phone # 912-228-0060

Owner's Mailing Address: 5684 Hwy 21 N

City: Springfield State: GA Zip Code: 31329

Property Location: 5684 Hwy 21 N, Springfield, GA 31329

Proposed Road Access: Shawnee Road

Present Zoning of Property: B-1 (Business) Proposed Zoning: B-2 (Business)

Tax Map-Parcel # 0264A021 Total Acres: 0.90 Acres to be Rezoned: 0.90

Lot Characteristics: \_\_\_\_\_

**WATER**

Private Well

Public Water System

If public, name of supplier: \_\_\_\_\_

**SEWER**

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: Rezone for suitable use of a commercial retail establishment.

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

North B-3 South AR-1 East AR-1 West B-2



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

The property currently zoned B-1, is used as a residential property.

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

Yes, due to historical use (corner store)

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

A commercial retail development with a building approximately 10,640 sf in size.

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

The adjacent parcel currently zoned AR-1 is being used as a residential property. Propose to rezone to B-2.

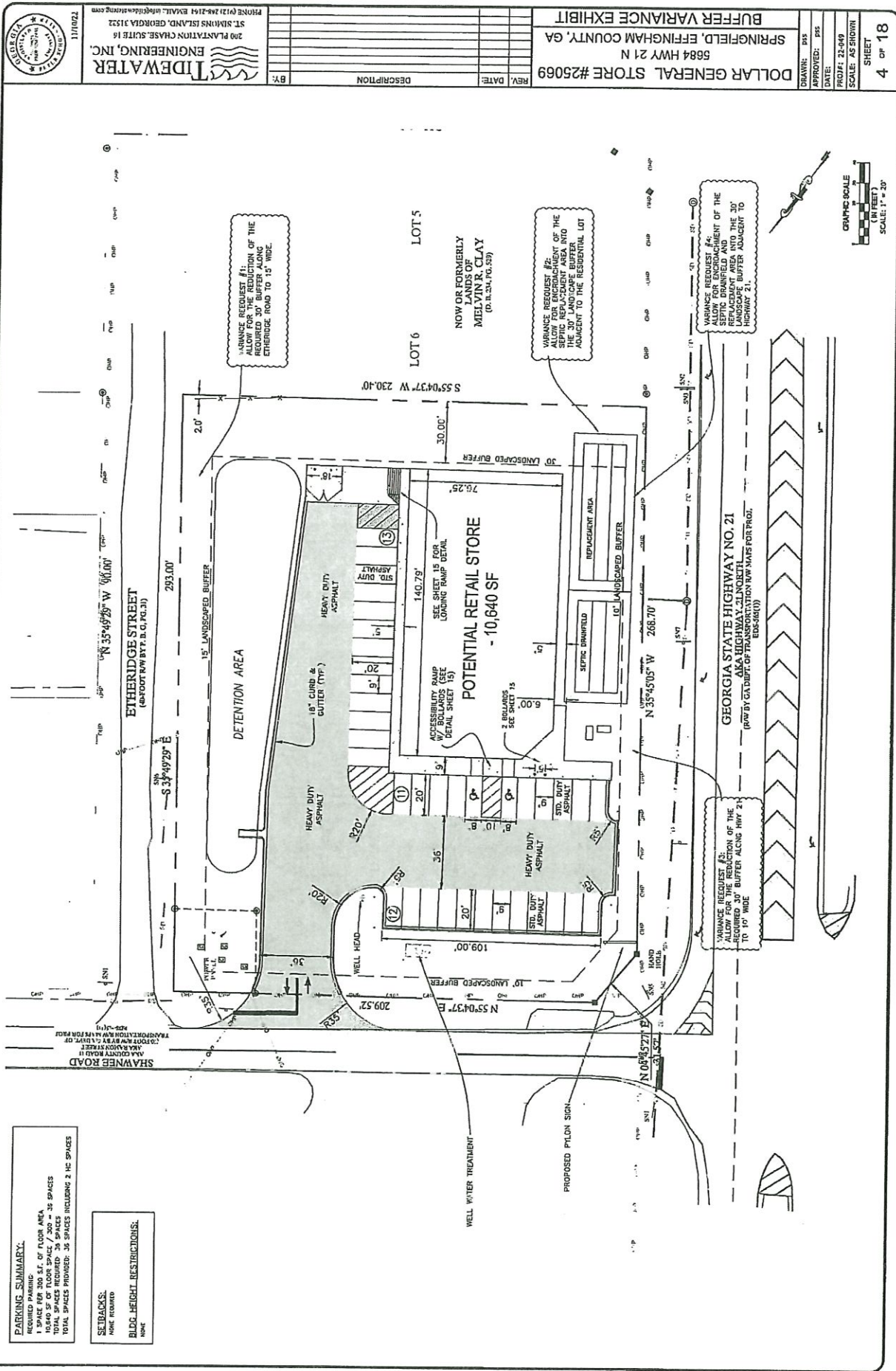
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Proposed zoning will conform to similar use and zoning of parcels surrounding the intersection of HWY 21 and Shawnee Rd.

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: Matthew W. Walsh Date 2/13/23



**PARKING SUMMARY.**  
 REQUIRED PARKING: 10,640 SF  
 PROVIDED PARKING: 10,640 SF OF ROSS SPACE, 20,000 SF OF SPACES  
 TOTAL SPACES PROVIDED: 35 SPACES INCLUDING 2 HC SPACES

**SEEDBACKS.**  
 NONE REQUIRED  
**BUILDING HEIGHT RESTRICTIONS.**  
 NONE

**TIDEWATER ENGINEERING, INC.**  
 200 PLANTATION CHASE, SUITE 102  
 ST. SIMONS ISLAND, GEORGIA 31522  
 PHONE (912) 248-2164 FAX (912) 248-2164  
 WWW.TIDEWATERENGINEERING.COM

REV.	DATE	DESCRIPTION

**DOLLAR GENERAL STORE #25069**  
 5684 HWY 21 N  
 SPRINGFIELD, EFFINGHAM COUNTY, GA

**BUFFER VARIANCE EXHIBIT**

DRAWN: PJS  
 APPROVED: PJS  
 DATE: 11/10/22  
 PROJECT: 22-049  
 SCALE: AS SHOWN

SHEET  
 4 OF 18





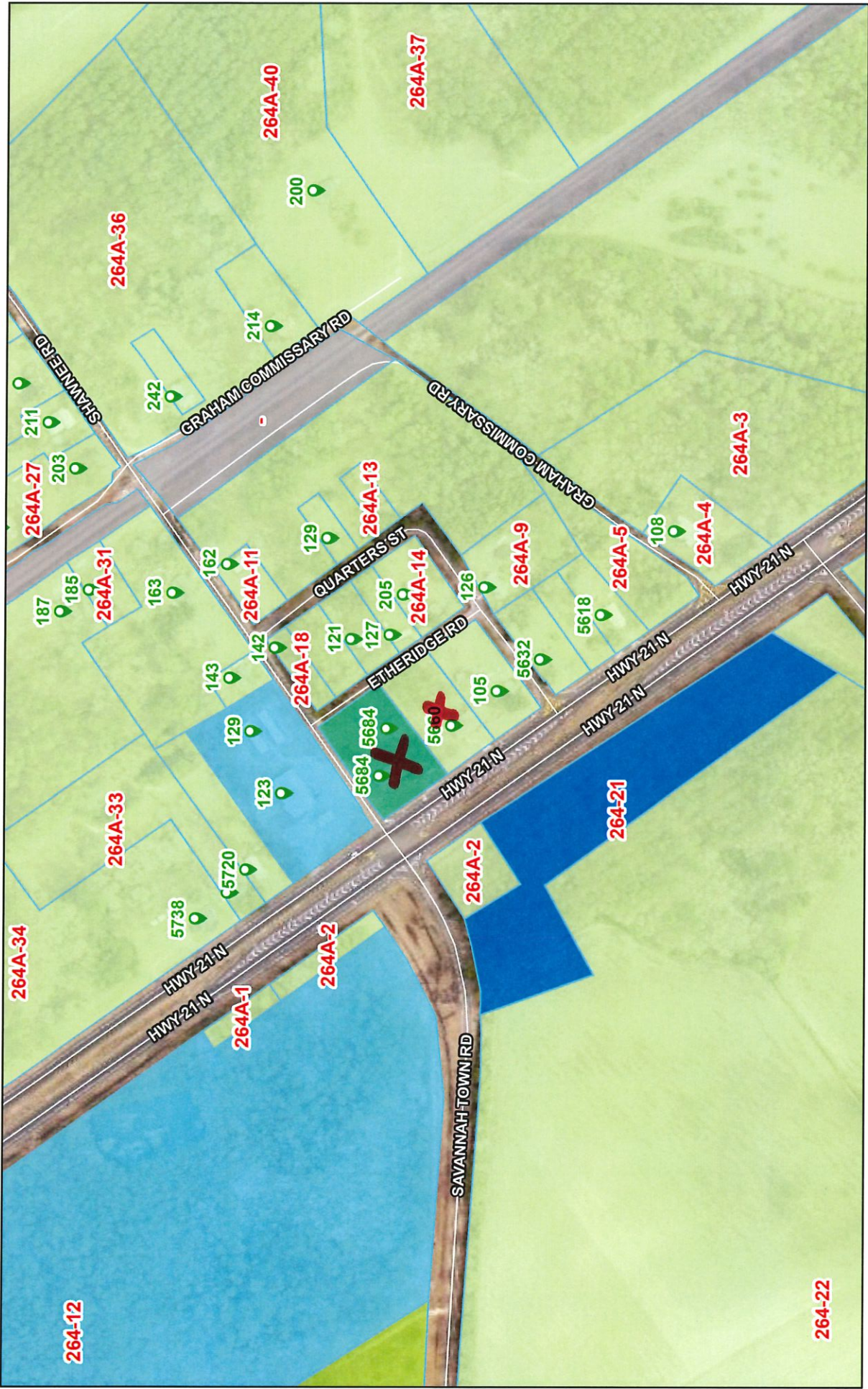


# 264A-20&21





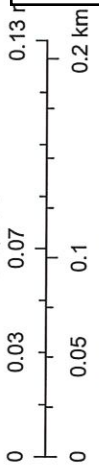
# 264A-20&21



4/6/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- AR-1
- AR-2
- B-1
- B-2
- B-3
- Efn\_fin\_cache
- Other
- Red: Band\_1
- Green: Band\_2

1:4,514



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC



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 **Teramore Development, LLC as Agent for Ashley Fleetwood and George & Angela Usher**– (Map # 264A Parcel # 20&21) from AR-1 & B-1 to B-2 zoning.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Teramore Development, LLC as Agent for Ashley Fleetwood and George & Angela Usher**– (Map # 264A Parcel # 20&21) from AR-1 & B-1 to B-2 zoning.

AZ

- Yes  No  1. Is this proposal inconsistent with the county’s master plan?
- Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Teramore Development, LLC as Agent for Ashley Fleetwood and George & Angela Usher-** (Map # 264A Parcel # 20&21) from AR-1 & B-1 to B-2 zoning.

DB

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



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Teramore Development, LLC as Agent for Ashley Fleetwood and George & Angela Usher**– (Map # 264A Parcel # 20&21) from AR-1 & B-1 to B-2 zoning.

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

BKS. 4/11/23

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Teramore Development, LLC as Agent for Ashley Fleetwood and George & Angela Usher**– (Map # 264A Parcel # 20&21) from AR-1 & B-1 to B-2 zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

PEH

STATE OF GEORGIA  
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

264A-20 & 21

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

264A-20 & 21

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, TERAMORE DEVELOPMENT, LLC has filed an application to rezone one and fifty-three hundredths (1.53) +/- acres; from B-1 & AR-1to B-2 to allow for the development of a commercial retail site; map and parcel number 264A-20 & 21, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT one and fifty-three hundredths (1.53) +/- acres; map and parcel number 264A-20 & 21, located in the 3<sup>rd</sup> commissioner district is rezoned from B-1 & AR-1to B-2, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
4. Site development plans must meet the requirements of the B-2 zoning district.
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** requests to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2** for the development of a commercial retail site. Located on Shawnee Road & GA Highway 21 North. **Map# 264A Parcels# 20&21**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2** for the development of a commercial retail site, 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.
- Retail businesses are a permitted use in the B-2 General Commercial District. B-2 is compatible with the surrounding area, which includes rural, low-density residential development, and an existing convenience store (B-3) across Shawnee Road.
- The property has frontage on Hwy 21, a commercial corridor. Driveway access will be on Shawnee Road.
- The proposed development will be 10,640 sf store, and will be served by private well and septic system.
- A 30' vegetative buffer is required between AR and B districts; a 15' buffer is required between B districts.
- Staff met with the applicant via Zoom on 6/27/2022 and 1/9/2023, and discussed buffers and fencing, stormwater management, building location and materials, access management, and the sketch plan process.
- At the April 11 Planning Board meeting, Mr. Alan Zipperer made a motion for approval, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. Site development plans must meet the requirements of the B-2 zoning district.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

### Alternatives

1. **Approve** the request to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2** with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. Site development plans must meet the requirements of the B-2 zoning district.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.

2. **Deny** the request to **rezone** 1.53 acres from **B-1 & AR-1** to **B-2**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment



## Staff Report

**Subject:** Variance (Third District)  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** requests a **variance** from required development buffers. Located on Shawnee Road & GA Highway 21 North, zoned **B-1 & AR-1**, proposed zoning **B-2. Map# 264A Parcels# 20&21**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from required development buffers, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- A 30' vegetative buffer is required between AR and B districts; a 15' buffer is required between B districts.
- During a pre-application meeting on 1/9/2023 site limitations were discussed. The applicant is requesting reduction in the required buffers as follows:
  - Reduction of vegetative portion of buffer along Etheridge St from 30' to 15'. The detention pond would be located next to the buffer area, and would provide additional distance (greater than 30') between the building and Etheridge St.
  - Permit septic replacement area to be located in the 30' vegetative buffer along the southeastern property boundary with 105 Quarter Street and along the Hwy 21 frontage.
  - Reduction of buffer along Hwy 21 from 30'/15' to 10'.
- Stormwater filtration is a permitted use in the vegetative buffer area.
- At the April 11 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with an added condition:
  1. Variance to reduce vegetative buffer applies only in the case of a necessary drainfield expansion.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request for a **variance** from required development buffers with the following condition:
  1. Variance to reduce vegetative buffer applies only in the case of a necessary drainfield expansion.
2. **Deny** the request for a **variance** from required development buffers.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Variance application

3. Site Plan

5. Deed

2. Ownership certificate/authorization

4. Aerial photograph

**ATTACHMENT A - VARIANCE APPLICATION**

Application Date: 02/13/23

Applicant/Agent: Teramore Development, LLC / Mitcham Walker

Applicant Email Address: mwalker@teramore.net

Phone # 850-510-5986

Applicant Mailing Address: 165 Big Star Drive

City: Thomasville State: GA Zip Code: 31757

Property Owner, if different from above: Ashley Fleetwood  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): ashfleetwood@aol.com

Phone # 843-816-7158

Owner's Mailing Address: 5660 GA Hwy 21 N

City: Springfield, GA 31329 State: GA Zip Code: 31329

Property Location: 5660 GA Hwy 21 N, Springfield, GA 31329

Name of Development/Subdivision: Shawnee

Present Zoning of Property AR-1 Tax Map-Parcel #0264A020 Total Acres 0.63

VARIANCE REQUESTED (provide relevant section of code): Article III, Section 3.3 Buffers

Describe why variance is needed: (1) Allow for the reduction of the required 30' buffer along Ethridge Rd. to 15' wide.  
(2) Allow for encroachment of the septic replacement area into the 30' landscape buffer adjacent to the residential lot.  
(3) Allow for reduction of the required 30' buffer along Hwy 21 to 10' wide (4) Allow for encroachment of the septic drainfield and replacement area into the 30' landscape buffer adjacent to Hwy 21.

How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

Physical circumstances and conditions do not allow property to be developed in strict conformity. Authorization of variances are necessary to enable the reasonable use.

Applicant Signature: Mitcham Walker Date 02/13/23

**ATTACHMENT A - VARIANCE APPLICATION**

Application Date: 02/13/23

Applicant/Agent: Teramore Development / Mitcham Walker

Applicant Email Address: mwalker@teramore.net

Phone # 850-510-5986

Applicant Mailing Address: 165 Big Star Drive

City: Thomasville State: GA Zip Code: 31757

Property Owner, if different from above: George Usher, Angela Usher  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): theushers1@planters.net

Phone # 912-228-0060

Owner's Mailing Address: 5684 Hwy 21 N, Springfield, GA

City: Springfield State: GA Zip Code: 31329

Property Location: 5684 Hwy 21 N, Springfield, GA 31329

Name of Development/Subdivision: Shawnee

Present Zoning of Property B-1 Tax Map-Parcel # 0264A021 Total Acres 0.90

VARIANCE REQUESTED (provide relevant section of code): Article III, Section 3.3 Buffers

Describe why variance is needed: Allow for the reduction of the required 30' buffer along (1) Etheridge Rd to 15' wide.

Allow for encroachment of the septic replacement area into the 30'

(2) landscape buffer adjacent to the residential lot.

(3) Allow for the reduction of the required 30' buffer along HWY 21 to 10' wide.

(4) Allow for encroachment of the septic drainfield and replacement area into the 30' landscape buffer adjacent to HWY 21.

How does request meet criteria of Section 7.1.8 (see Attachment C): \_\_\_\_\_

Physical circumstances and conditions do not allow property to be developed in strict conformity. Authorization of variances are necessary to enable the reasonable use.

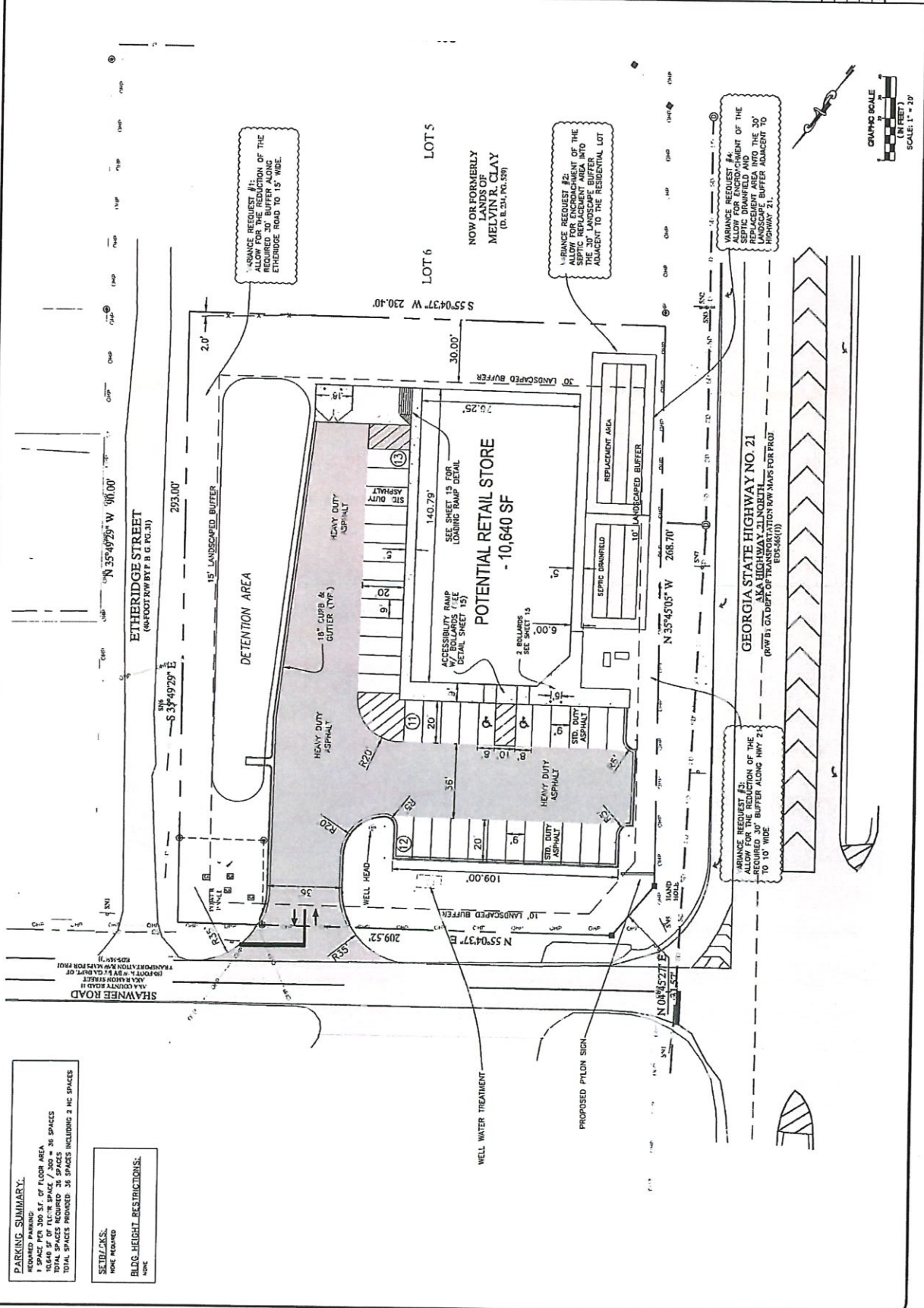
Applicant Signature: Mitcham Walker Date 02/13/23







	<b>TIDEWATER ENGINEERING, INC.</b> 200 PLANTATION CHASE, SUITE 16 ST. SIMONS ISLAND, GEORGIA 31532 PHONE (912) 384-1244 EMAIL: info@tidewater.com	DOLLAR GENERAL STORE #25069 5684 HWY 21 N SPRINGFIELD, EFFINGHAM COUNTY, GA	BUFFER VARIANCE EXHIBIT	
	REV. DATE: _____ DESCRIPTION: _____ BY: _____	DRAWN: PJS APPROVED: PJS DATE: _____	PROJECT: 21-049 SCALE: AS SHOWN	SHEET 4 of 18



**PARKING SUMMARY:**  
 REMOVED PARKING:  
 1 SPACE PER 300 S.F. OF FLOOR AREA  
 10,640 S.F. OF FLOOR SPACE / 300 = 36 SPACES  
 TOTAL SPACES REMOVED = 36 SPACES INCLUDING 2 HC SPACES

**SETBACKS:**  
 NONE REQUIRED

**BUILDING HEIGHT RESTRICTIONS:**  
 NONE



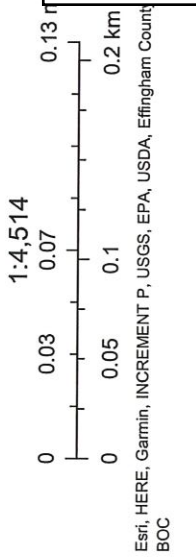
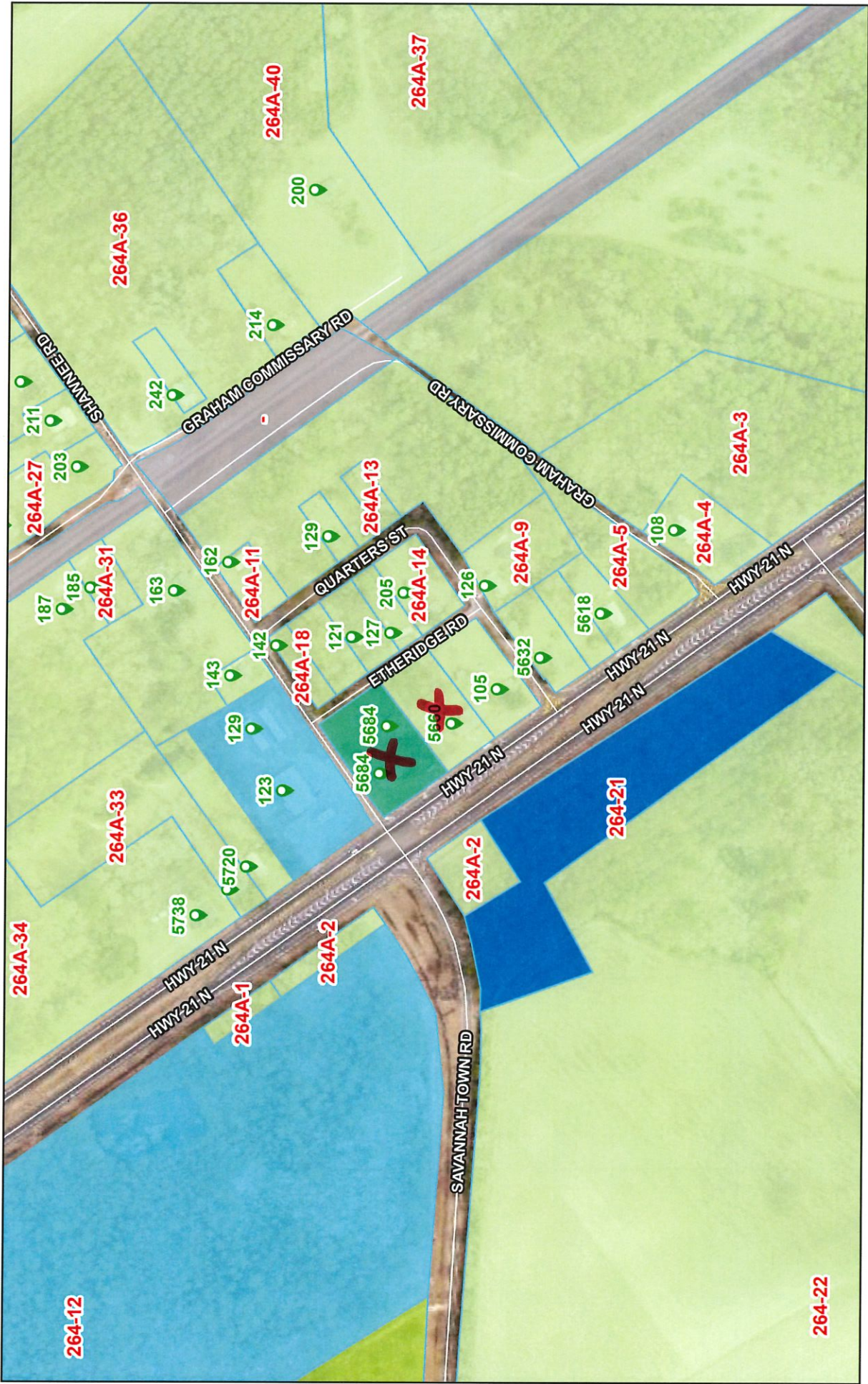
# 264A-20&21





# 264A-20&21

Item XV. 19.



4/6/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- B-1
- B-2
- B-3
- Efn\_fin\_cache
- Other
- Red: Band\_1
- Green: Band\_2

**: STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
264A-20 & 21

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
264A-20 & 21

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, TERAMORE DEVELOPMENT, LLC has filed an application for a variance, from required development buffers; map and parcel number 264A-20 & 21, located in the 3<sup>rd</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT a variance from required development buffers; map and parcel number 264A-20 & 21, located in the 3<sup>rd</sup> commissioner district is approved, with the following condition:

- 1. Variance to reduce vegetative buffer applies only in the case of a necessary drainfield expansion.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Teramore Development, LLC** as Agent for **Ashley Fleetwood & Angela Usher** requests a **variance** from required development buffers. Located on Shawnee Road & GA Highway 21 North, zoned **B-1 & AR-1**, proposed zoning **B-2. Map# 264A Parcels# 20&21**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request **variance** from required development buffers, with conditions.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- A 30' vegetative buffer is required between AR and B districts; a 15' buffer is required between B districts.
- During a pre-application meeting on 1/9/2023 site limitations were discussed. The applicant is requesting reduction in the required buffers as follows:
  - Reduction of vegetative portion of buffer along Etheridge St from 30' to 15'. The detention pond would be located next to the buffer area, and would provide additional distance (greater than 30') between the building and Etheridge St.
  - Permit septic replacement area to be located in the 30' vegetative buffer along the southeastern property boundary with 105 Quarter Street and along the Hwy 21 frontage.
  - Reduction of buffer along Hwy 21 from 30'/15' to 10'.
- Stormwater filtration is a permitted use in the vegetative buffer area.
- At the April 11 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with an added condition:
  1. Variance to reduce vegetative buffer applies only in the case of a necessary drainfield expansion.
- The motion was seconded by Mr. Alan Zipperer, and carried unanimously.

### Alternatives

1. **Approve** the request for a **variance** from required development buffers with the following condition:
  1. Variance to reduce vegetative buffer applies only in the case of a necessary drainfield expansion.
2. **Deny** the request for a **variance** from required development buffers.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

## Staff Report

**Subject:** Rezone (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Greg Coleman** as Agent for **William Roger Spikes III et al** requests to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1** to allow for industrial development. Located on Old Augusta Road. **Map#477**  
**Parcels# 2,3,4**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1** to allow for industrial development, 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. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The scale of the proposed warehouse development (1.07m sf) exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3945) warranted regional review, and completed a DRI report.
- Old Augusta Road is a designated truck route. The proposed entrance may be full access until planned improvements are constructed. At that time, the proposed entrance will be right-in and right-out only. All other traffic will be served by nearby roundabouts, per the Old Augusta Road Corridor Study.
- The parcels are surrounded by I-1 zoned property. Wetlands and stormwater infrastructure on the proposed development site will provide more than the required 25' buffer to adjacent I-1 property.
- The Regional Commission did not send a completed DRI report by the time of the meeting. Therefore, the Planning Board discussed the request, but tabled it to a called meeting on April 19 at 1pm for a vote, pursuant to DRI Rules and Sec. 9.3.3 Public hearing by commissioners.
- On April 14, the DRI report was received. The report indicates that the project is consistent with the regional future land use map, which designates the area as Developed. According to the county Future Land Use map, the area is designated for agriculture and residential, and is partially undeveloped.
- Comments were received from the City of Savannah, GA Conservancy, and Effingham Georgia Green.
- The property is in the Inner Management Zone for Abercorn Creek, where intensive uses and impervious cover could negatively affect water quality. Following an earlier rezoning in the area, Effingham County and the City of Savannah developed an agreement on higher development standards for the property.
- The site will be subject to enhanced erosion and sedimentation controls, and stormwater management BMPs.
- At the April 19 Planning Board called meeting, Mr. Brad Smith made a motion for approval, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. There shall be no traffic entrance to, or exit from, the development site using Abercorn Road.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
  7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
- The motion was seconded by Mr. Peter Higgins, and carried unanimously.

**Alternatives**

**1. Approve** the request to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1**, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. There shall be no traffic entrance to, or exit from, the development site using Abercorn Road.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.

**2. Deny** the request to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1.**

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:**

- |  |                      |         |
|--|----------------------|---------|
| 1. Rezoning application and checklist  | 3. Deed              | 5. Plat |
| 2. Ownership certificate/authorization | 4. Aerial photograph |         |

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: March 8, 2023

Applicant/Agent: Greg Coleman / Scott Allison

Applicant Email Address: gcoleman@cci-sav.com / sallison@cci-sav.com

Phone # 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway Suite 100

City: Savannah State: Ga Zip Code: 31405

Property Owner, if different from above: William Roger III and Jennie Spikes  
*Include Signed & Notarized Authorization of Property Owner*

Owner’s Email Address (if known): Trey.spikes@flightsafety.com / jennie.spikes@gmail.com

Phone # 912-228-1246 / 912-507-988

Owner’s Mailing Address: 652 Ralph Rahn Rd

City: Rincon State: Ga Zip Code: 31326

Property Location: 2115 Old Augusta Road S

Single Curb Cut on Old Augusta Rd. for Industrial Park

Proposed Road Access: Spine Road

Present Zoning of Property: AR-1 Proposed Zoning: I-1 (Heavy)

Tax Map-Parcel # 04770002 Total Acres: 14.86 Acres to be Rezoned: 14.86

Lot Characteristics: Single Family Home partially Wooded

**WATER**

**SEWER**

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: The area is transitioning to an industrial use rather than a rural residential use and to provide access to the Moore and Porter properties currently zoned I-1.  
List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1/I-1 South I-1 East I-1 West I-1



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

The current use is residential.

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

The zoning changes in the area are to industrial uses and therefore our proposed use is well

positioned for the area. A residential use would not suit a heavily traveled truck route.

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

The Spikes Property will be utilized for the main spine road and detention for the development

of the Moore and Porter Tracts Distribution Warehouse Development as shown in the attached site plan.

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

Property to the north, currently filed to rezone from AR-1 to I-1 for future warehousing. Property

to the east currently zoned I-1, warehousing. Property to South, Estes Truck Terminal. Property to the west, currently zoned I-1, future warehousing.

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

The Spikes Tract is one of three zoning petitions currently being considered AR-1 to I-1.

All three properties are surrounded by I-1 zoning and will fit with adjacent uses/zoning classifications if 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?

The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.

Applicant Signature: \_\_\_\_\_

Date \_\_\_\_\_

3/7/23

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: March 8, 2023

Applicant/Agent: Greg Coleman / Scott Allison

Applicant Email Address: gcoleman@cci-sav.com / sallison@cci-sav.com

Phone # 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway Suite 100

City: Savannah State: Ga Zip Code: 31405

Property Owner, if different from above: Mirna Belfort  
*Include Signed & Notarized Authorization of Property Owner*

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

Phone # 912-438-3997

Owner's Mailing Address: 2063 Old Augusta Road

City: Rincon State: Ga Zip Code: 31326

Property Location: 2063 Old Augusta Road

Single Curb Cut on Old Augusta Rd. for Industrial Park

Proposed Road Access: Spine Road

Present Zoning of Property: AR-1 Proposed Zoning: I-1 (Heavy)

Tax Map-Parcel # 04770003 Total Acres: 9.6 Acres to be Rezoned: 9.6

Lot Characteristics: Single Family Home partially Wooded

**WATER**

**SEWER**

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: The area is transitioning to an industrial use rather than a rural residential use and to provide access to the Moore and Porter properties currently zoned I-1.  
List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South I-1 East I-1 West I-1

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

The current use is residential.

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

The zoning changes in the area are to industrial uses and therefore our proposed use is well

positioned for the area. A residential use would not suit a heavily traveled truck route.

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

The Belfort Property will be utilized for the main spine road and detention for the development

of the Moore and Porter Tracts Distribution Warehouse Development as shown in the attached site plan.

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

Property to the north, currently filed to rezone from AR-1 to I-1 for future warehousing. Property to the east currently zoned I-1, warehousing. Property to South, currently filed to rezone from AR-1 to I-1 for future warehousing. Property to the west, currently zoned I-1, future warehousing.

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

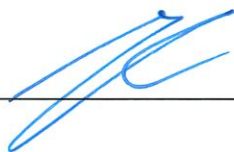
The Belfort Tract is one of three zoning petitions currently being considered AR-1 to I-1.

All three properties are surrounded by I-1 zoning and will fit with adjacent uses/zoning classifications if 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?

The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.

Applicant Signature:



Date

3/7/23



**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: March 8, 2023

Applicant/Agent: Greg Coleman / Scott Allison

Applicant Email Address: gcoleman@cci-sav.com / sallison@cci-sav.com

Phone # 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway Suite 100

City: Savannah State: Ga Zip Code: 31405

Property Owner, if different from above: William and Bonnie Butler  
*Include Signed & Notarized Authorization of Property Owner*

Owner’s Email Address (if known): bandbheavytruck@att.net

Phone # 912-963-0110

Owner’s Mailing Address: 2023 Old Augusta Road

City: Rincon State: Ga Zip Code: 31326

Property Location: 2023 Old Augusta Road

Single Curb Cut on Old Augusta Rd. for Industrial Park

Proposed Road Access: Spine Road

Present Zoning of Property: AR-1 Proposed Zoning: I-1 (Heavy)

Tax Map-Parcel # 04770004 Total Acres: 9.86 Acres to be Rezoned: 9.86

Lot Characteristics: Single Family Home partially Wooded

**WATER**

**SEWER**

       Private Well

       Private Septic System

  X   Public Water System

  X   Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: The area is transitioning to an industrial use rather than a rural residential use and to provide access to the Moore and Porter properties currently zoned I-1.  
List the zoning of the other property in the vicinity of the property you wish to rezone:

North I-1 South AR-1 East I-1 West I-1



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

The current use is residential.

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

The zoning changes in the area are to industrial uses and therefore our proposed use is well positioned for the area. A residential use would not suit a heavily traveled truck route.

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

The Butler Property will be utilized for the main spine road and detention for the development of the Moore and Porter Tracts Distribution Warehouse Development as shown in the attached site plan.

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

Property to the north, currently zoned I-1, warehousing. Property to the east currently zoned I-1, warehousing. Property to South, currently filed to rezone from AR-1 to I-1 for future warehousing. Property to the west, currently zoned I-1, future warehousing.

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

The Butler Tract is one of three zoning petitions currently being considered AR-1 to I-1.

All three properties are surrounded by I-1 zoning and will fit with adjacent uses/zoning classifications if 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?

The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.

Applicant Signature:  Date 3/7/23







477-2,3,4



3/29/2023

- Address Points
  - Roads
  - Conservation/Recreation
  - Industrial
  - Mixed Use
  - Public/Institutional
  - Residential
  - Transportation/Utilities
- Tax Parcel Labels Future Land Use - Plan Date 10/1/2019
- Tax Parcels
- 1:9,028
- 0 0.05 0.1 0.2 0.4 km
- 0 0.1 0.2 0.4 mi
- Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap  
USGS, METINASA, EPA, USDA

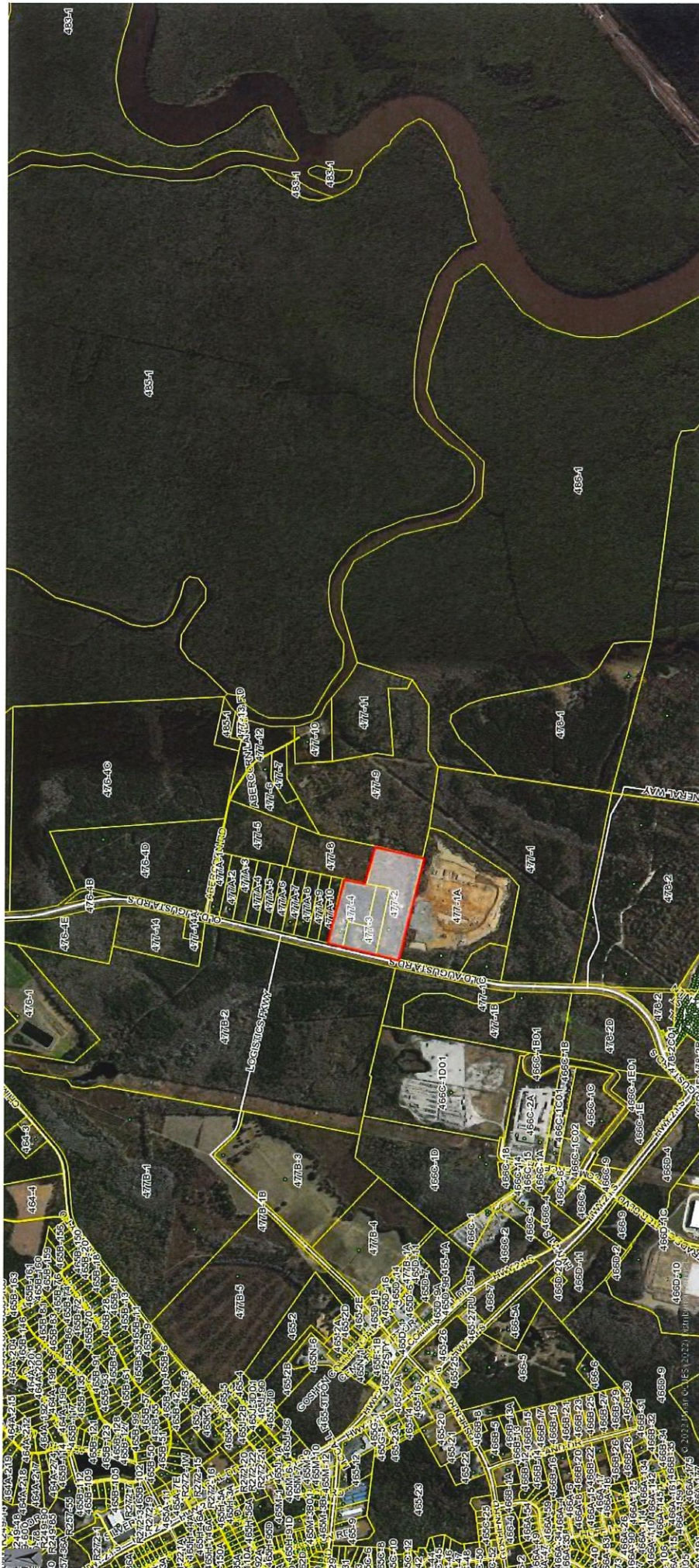


# 477-2,3,&4





# 477-2,3,4





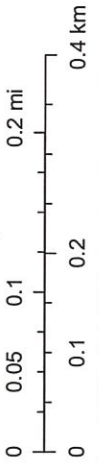
477-2,3,&4



3/13/2023

-  Address Points
-  AR-2 Efn\_fin\_cache
-  I-1
-  AR-1
-  Red: Band\_1
-  Green: Band\_2
-  Roads
-  Effingham County Zoning
-  Tax Parcels

1:9,028



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap  
 USGS, METINASA, EPA, USDA

Item XV. 21.





March 26, 2023

Attention: Ms. Katie Dunnigan, Zoning Manager, Development Services Department, Planning & Zoning, Effingham County, Georgia, 804 South Laurel Street, Springfield, Georgia 31329

***Effingham Georgia Green (EGG) requests that the Planning and Zoning Board recommend denying the approval of the "Effingham Business Center" Map# 477 Parcels #2, 3, 4, 8, and 9 located on Old Augusta Road for the following significant reasons.***

1. The applicant requests rezoning of current residential areas into heavy industrial, forcing out not only current residents who have virtually no choice but to sell, but also turning the larger residential community that has been in existence far longer than any warehousing development plan for Old Augusta Road into a heavily industrialized area triggering additional similar requests. This ensures that all the agricultural residential areas throughout this area will become industrialized. This makes residents powerless to stop the wholesale destruction of these areas in which they live. The county's "Future Land Use Map" shows much of this area zoned Agricultural with one part nearby zoned Conservation/Recreation. What good is zoning if non-compatible variances are approved merely in the interests of big business and industry at the expense of county residents and quality of life?
2. The ARSA Map shows all of this area as being "Areas of SIGNIFICANT NATURAL RESOURCES". Yet a heavy industrial development is being considered *here*? This location is not compatible with industrial uses (heavy or light). These natural resources are non-renewable and essential for both human and environmental health.
3. Rezoning this area to heavy industry allows for the "storage of toxic and hazardous wastes, chemicals, and materials". This is unacceptable in the wetlands of Abercorn Creek, which supplies the drinking water for thousands of Effingham County and Chatham County residents. Toxic spills, warehouse and tractor trailer truck pollution, overflowing impoundment ponds, the increasing frequency of 100 year floods every few years, tornadoes, and violent hurricanes mean a very high likelihood of dangerous pollutants escaping. The location of this development so close to Abercorn Creek mean that there will be no time to contain the toxic waste before it enters the drinking water and the entire watershed downstream, sickening people, killing fish, and destroying habitat. Even if the current applicant does not entertain involvement with toxic and hazardous waste, rezoning to heavy industrial will allow future land users to have these substances adjacent to Abercorn Creek.
4. The amount of impervious paving (60%), in addition to the pollutants mentioned above will contribute to storm runoff into Abercorn Creek. As Effingham County's own web page says, "*Stormwater pollution occurs when the runoff from rain washes pollutants into the water. Pollutants include debris and chemicals such as litter, motor oil, fertilizer, pesticides, and dirt. These are washed from roads, rooftops, lawns, and parking lots into stormwater drains, which drain directly into local waters without treatment. This untreated water directly impacts aquatic life and the animals that rely on them for food, as well as our own drinking water ... asphalt and concrete are impermeable surfaces. Without infiltration into the ground, stormwater runs off in higher volumes, which contributes to flooding and erosion problems.*" The wet detention ponds in the application are designed to meet "pre-developed" flow rates. Stormwater flood rates will be much greater due to the items mentioned in #2 above as well as from the construction of large, impervious developments throughout the area, including several 300 to 1 million square foot-plus warehouses and truck parking lots.
5. If approved, this development alone will put an additional 656 tractor trailer trucks a day on not only this road, but roads throughout the county. This will increase the already burgeoning level of traffic, noise, and related pollution that

will not be contained within Old Augusta Road. The proposed development also will require additional expensive and environmentally-impacting roads and other transportation "improvements".

6. The applicant states that 0.5 acres of wetland disturbance is proposed. In reality, allowing this project and others like it in the wetlands and floodplains of Abercorn Creek will disturb and adversely affect the watershed and water supply. The proposed warehouse development will cause area flooding, eliminate the ability of the parcels to filter storm water, and increase the likelihood of pollutants in Abercorn Creek and thereby into the drinking water of most Effingham and Chatham county residents. 100 year floods, which now occur on a regular basis, will make the holding ponds overflow into Abercorn Creek and our drinking water. The proposed development will truncate the wetlands and adjacent ecosystem with industry and concrete, disrupting drainage and creating flooding. This development threatens our collective drinking water and wetlands. But nobody talks about any of the above when discussing "Economic Development" and the value of the project. No amount of tax revenue can mitigate for a poor quality of life for county residents, including water that is unfit to drink.

For these many significant reasons above, this development should not be approved for recommendation to the Effingham County Commissioners, nor should it be approved for zoning variances and construction. Abercorn Creek and other county wetlands need conservation and preservation, not development.

Sincerely,



Rita Elliott

EGG Representative

effinghamgeorgiagreen@gmail.com

Effingham Georgia Green (EGG) is a think tank whose mission is to create, educate, and advocate for a greener Effingham County, Georgia, where nature thrives along with people. It is a consortium of policy makers, small business owners, environmentalists, and educators who live in the county. EGG has a cadre of volunteers to undertake specific projects benefiting the Effingham County environment.



***DEVELOPMENT OF REGIONAL IMPACT  
REPORT***

**Prepared for  
Effingham County, Georgia  
DRI #3945  
Effingham Business Center  
April 11, 2023**



*Prepared by:  
Coastal Regional Commission  
1181 Coastal Dr. SW  
Darien, GA*

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## 1. APPLICATION INFORMATION

### 1.1 Jurisdiction

Effingham County

### 1.2 Developer/Applicant

Cowan Investments, LLC  
912-220-1100  
wynn@scmlc.net

## 2. PROJECT DESCRIPTION

### 2.1 Summary

DRI 3945, Effingham Business Center, is a proposed development categorized as wholesale & distribution. It is described on the initial form as three warehouses totaling 1,072,200 SF with associated truck parking and truck dock access. This development is a continuation or expansion of two previous submitted developments (DRI 3653 and DRI 3740). The project site is approximately 140.71 acres consisting of parcel numbers 04770008, 04770009, currently zoned I-1 (Industrial) and 04770002, 0470003, and 04770004 curreng zoned AR-1, (Agricultural Residential). The action being taken is rezoning and approval of sketch plan. The proposed new zoning for for all parcels included in the DRI site is I-1 (Heavy Industrial).

## 3. PARCEL DATA

### 3.1 Size of Property

04770008 (22.01 acres) and 04770009 (84.38 acres) are currently vacant properties. 04770002 (14.86 acres), 04770003 (9.6 acres), and 04770004 (9.86 acres) are all currently home sites. The total project area is 140.71 acres.

### 3.2 General Location

Old Augusta Road south of Abercorn Road. 32 15 9.98 N, 81 11 3.29 W  
According to the United States Census Bureau, the 2019 population of Effingham County was estimated to be 64,296.

## **4. LAND USE INFORMATION**

### **4.1 Site Map**

The Conceptual Site Plan is attached.

### **4.2 Built Features**

Three parcels are currently homesites. Two parcels are vacant.

### **4.3 Future Development Map Designation (Character Area)**

The Future Land Use Map from the Effingham County 2020-2040 Joint Comprehensive Plan designates the project site as Residential, Agriculture, Public-Institutional, and Undeveloped.

### **4.4 Zoning District**

The proposed project site is currently zoned I-1 (Industrial) and AR-1 (Agricultural Residential).

## **5. CONSISTENCY AND COMPATIBILITY ANALYSIS**

The Effingham County Comprehensive Plan was adopted in 2019. The Community Goals and Policies encourage The Future Land Use Map designates the proposed site as Agricultural and the Guiding Principles plans are to strive for consistent development types and characteristics within the land use areas.



## 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. This category for areas that are not expected to urbanize or require urban services in the next 20 years.

### 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.

### 7.2 Area Requiring Special Attention

The Areas Requiring Special Attention map designates the site as being within an Area of Significant Natural Resources. Regionally Important Resources (green infrastructure, groundwater recharge areas, wetlands, priority forests, floodplains, and conservation areas) are likely to be threatened by development. Proper provisions, permits, and requirements, should be met while constructing the development to ensure the preservation of environmentally sensitive areas.

### 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. The CRC strongly encourages continued communication between Effingham County and Chatham County-City of Savannah in efforts to protect the water supply and all environmentally sensitive concerns that are mentioned in the comments that are attached to the end of this report.

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.



## 7.4 Wetlands

According to the submitted DRI application, the development is located within, or will likely affect water supply watersheds, wetlands, and floodplains. A large wetland complex is located on the proposed sites extending from Abercorn Creek. Wetlands are natural filters of pollutants that assist in keeping waterways clean. Filling of wetlands adjacent to the creek will result in an increase in pollutants entering the waterways. Wetlands are also capable of storing and holding water during flood events reducing flood risk of adjacent properties. Development of the properties will result in net loss of wetlands and potential floodwater storage in future creating higher flood risk for surrounding communities.



## 8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDSD)

### 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 contact the City of Savannah to discuss the concerns that are expressed in the comments attached in regard to water supply for the development and subject property being outside the Abercorn Creek Inner Management Zone and the Abercorn Creek watershed. The comments have also been forwarded to the applicant/developer, [bligon@coastalcdev.com](mailto:bligon@coastalcdev.com) and Katie Dunnigan, Effingham County

---

For technical assistance contact Karen Saunders, Grant Specialist at [ksaunds@crc.ga.gov](mailto:ksaunds@crc.ga.gov).



**CONCEPTUAL SITE PLAN  
PROVIDED BY THE APPLICANT**



**NOT FOR CONSTRUCTION**  
 THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION.



**NOT FOR CONSTRUCTION**  
 THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION.

REVISIONS:

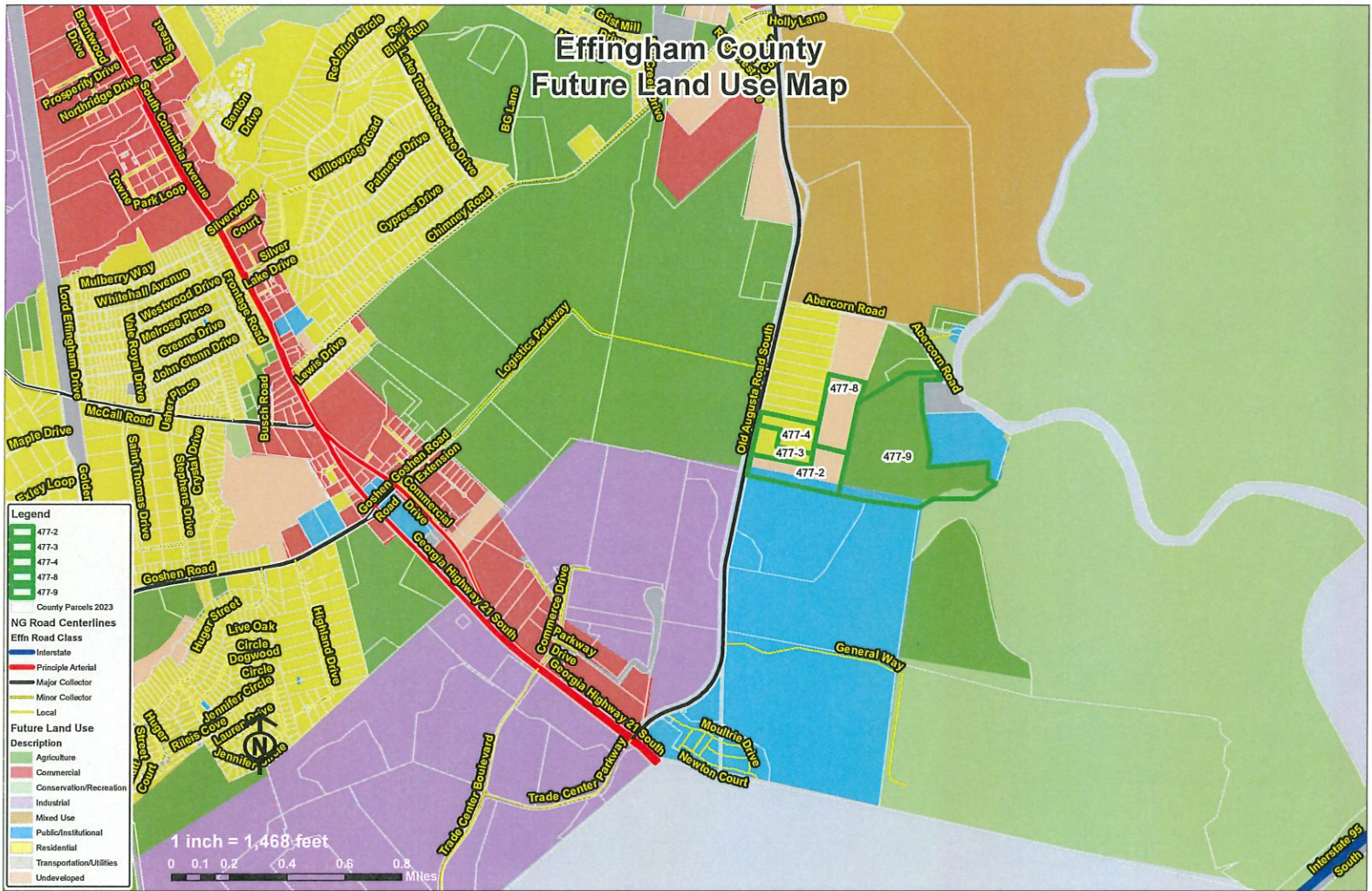
**CONCEPT PLAN FOR EFFINGHAM BUSINESS CENTER**  
 LOCATED IN EFFINGHAM COUNTY, GEORGIA  
 PREPARED FOR SPIES, MOORE, PORTER INDUSTRIAL

JOB NUMBER: 23-003  
 DATE: 3-06-23  
 DRAWN BY: JMM  
 CHECKED BY: DMS  
 SCALE: AS NOTED

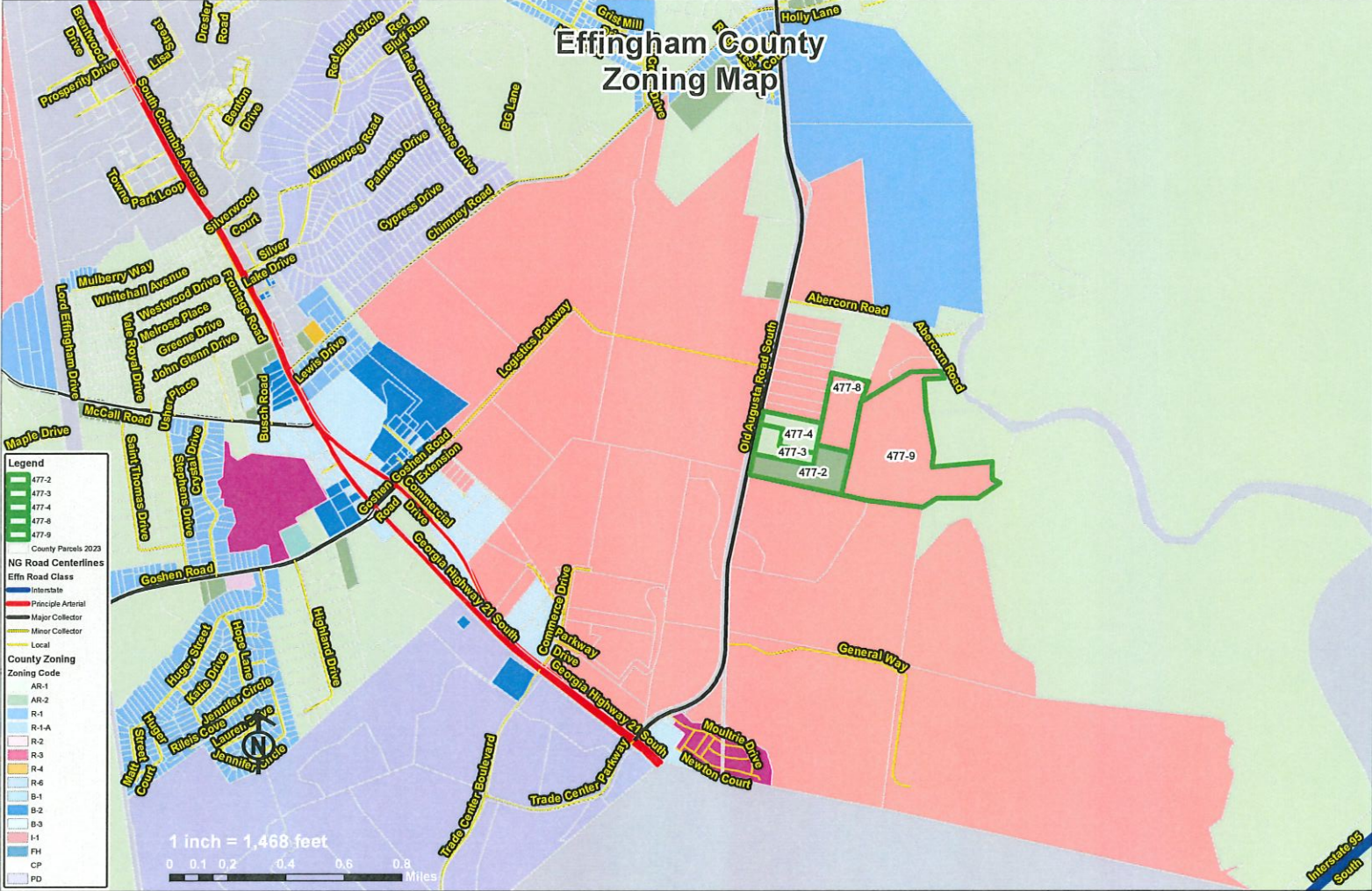
SKETCH PLAN  
 SHEET: CP1.0

**EFFINGHAM COUNTY  
FUTURE LAND USE MAP  
& ZONING DISTRICTS MAP**



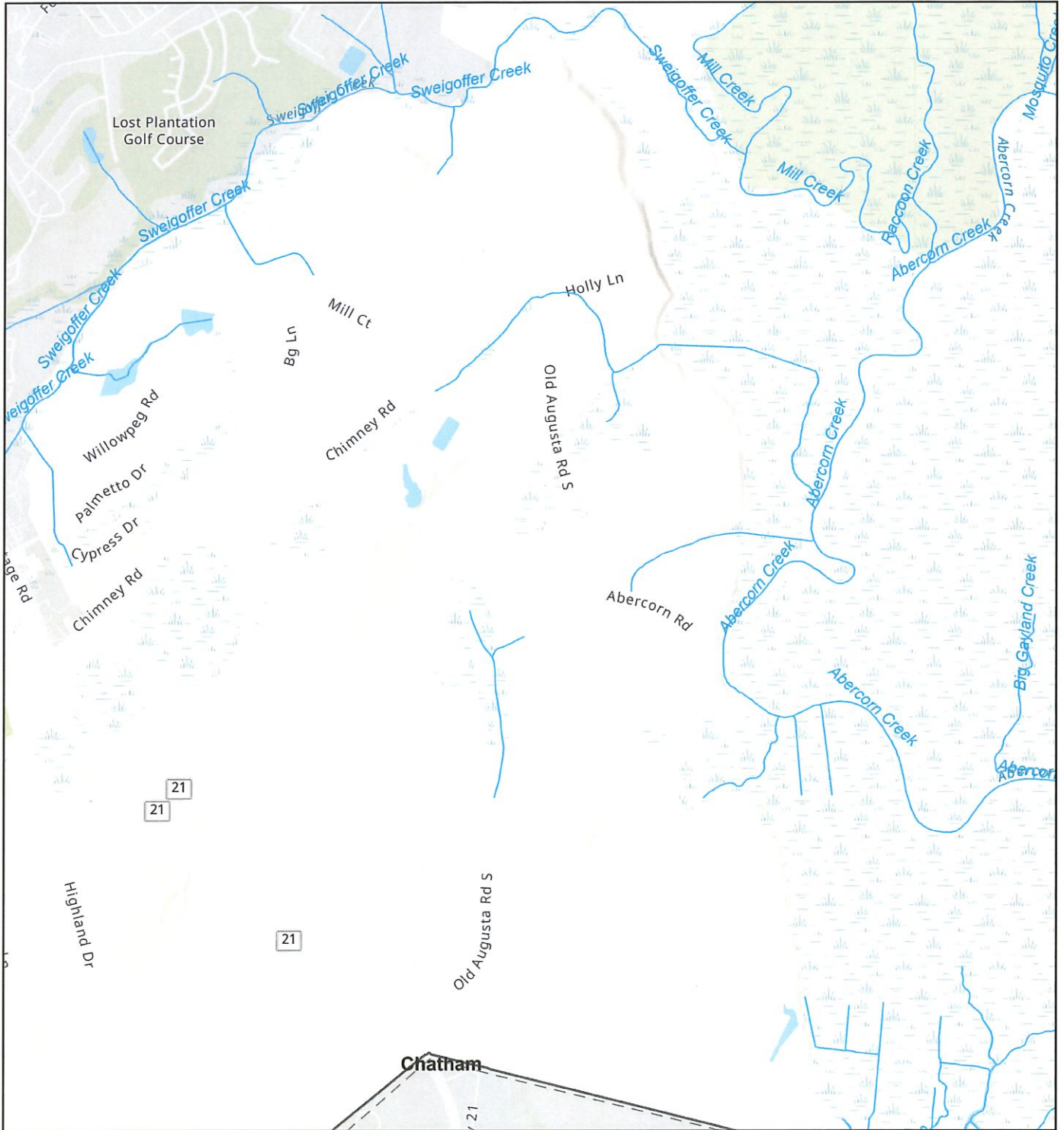






# DEVELOPMENT OF REGIONAL IMPACT MAPS

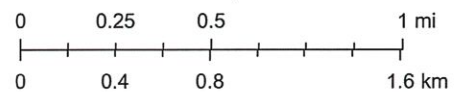
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4/11/2023, 2:55:50 PM

1:36,112

- Counties
- Cities
- Rivers

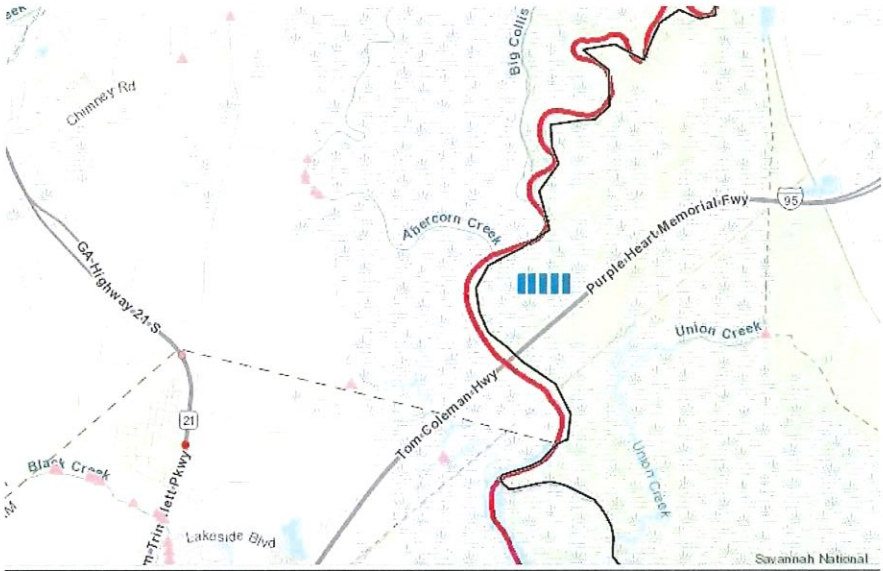


Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



It is important to state that the rezoning of the three lots in question will contribute to the accessibility and development of the lot adjacent to Abercorn Creek

Abercorn Creek is a perennial tributary where the city of Savannahs raw water intake plant is located. The plant is located adjacent to the proposed zoning lots. Abercorn Creek flows into the Savannah River approximately 1.67 miles downstream. The Georgia Environmental Protection Division has designated the Savannah River an impaired waterway with many impairment attributes. Additional industrial facilities built and removal of wetlands along tributaries of the Savannah River could result in increased pollutants impacting downstream water. Some of these impacts could include harmful algal blooms, hazardous water quality for fishing and swimming, fish kill events, destruction of fish habitat, and impaired drinking water for the City of Savannah and Chatham County.



All parcels being reviewed are within the one percent floodplain indicating there is a minimum one percent chance of an annual flood event. Additionally, this reach of the Savannah River is within the tidal influence area which is subject to flooding in response to tidal and storm events.

A large wetland complex is located on the proposed site adjacent to Abercorn Creek. Wetlands are natural filters of pollutants that assist in keeping waterways clean. Additionally, wetlands are capable of storing and holding water during flood events reducing flood risk of adjacent properties. Development of the property will result in net loss of wetlands and potential floodwater storage in future creating higher flood risk for surrounding communities.

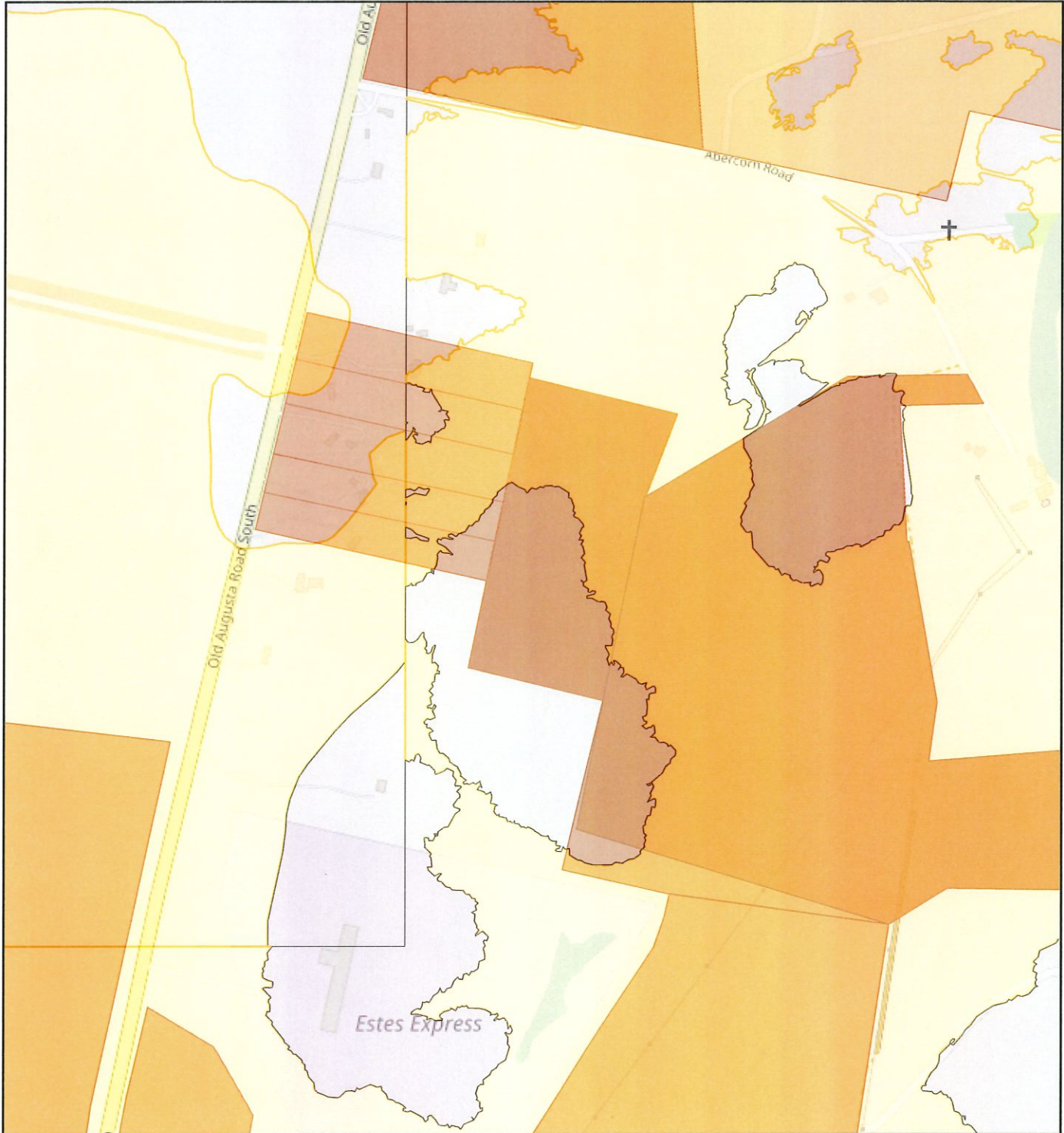




Natural drainage of the site flows overland to the southeast which would drain to the unnamed perennial tributary of Abercorn Creek. Any spill or contamination would therefore drain to the unnamed tributary and into Abercorn Creek via direct downstream connection.

The proposed development is adjacent to the Savannah National Wildlife Refuge as designated by the U.S. Fish and Wildlife Department. This is a protected area for marine life. USFWS lists four threatened and endangered species with the probability to occur in this area, one is a marine mammal, the West Indian manatee. Directly downstream USFWS lists nine species including all five species of sea turtle that occur on the Atlantic coast.

# CRC DRI Map

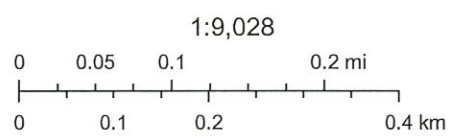


3/21/2023, 4:15:13 PM

FEMA Flood Zones

- A
- X
- DRI - 2001-2017 Submission

- DRI - 2021 Submission
- DRI - 2022 Submission
- DRI - All Submissions
- Counties



Map data © OpenStreetMap contributors, CC-BY-SA

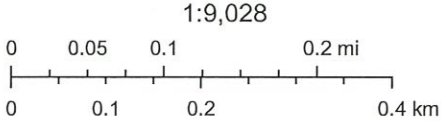


# ARSA Map



3/21/2023, 4:17:29 PM

- ARSA - Areas Requiring Special Attention
- Areas of Significant Natural Resources
- Counties



Map data © OpenStreetMap contributors, CC-BY-SA

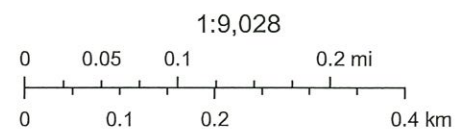


# Regional Future Development Map



3/21/2023, 4:22:04 PM

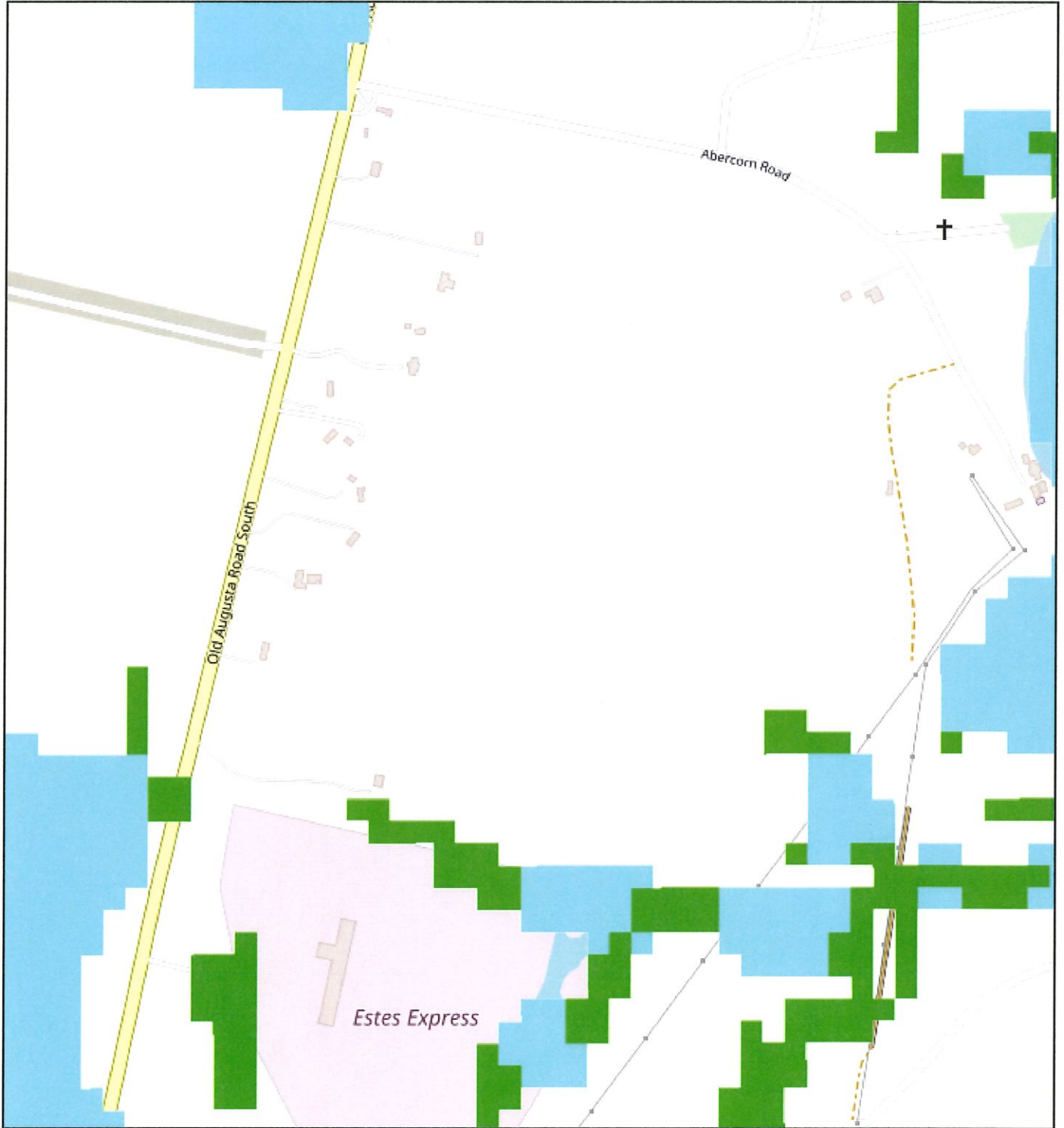
- Counties
- Future Development
- Developed
- Developing
- Rural



Map data © OpenStreetMap contributors, CC-BY-SA



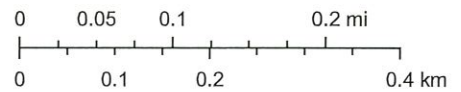
# Green Infrastructure Map



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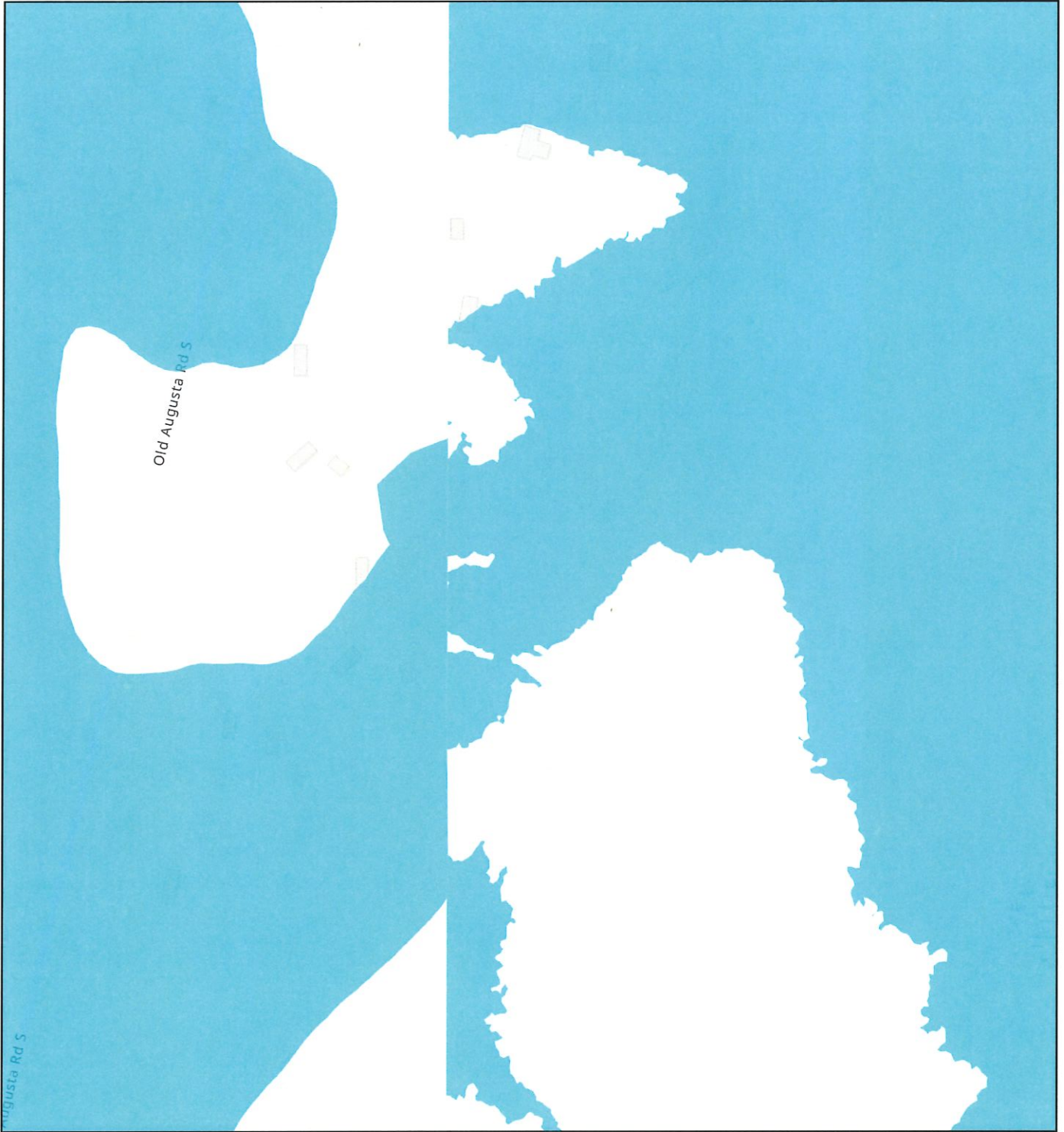
1:9,028

- Green Infrastructure Class
- Core
- Corridor
- Multi-Use Buffer Areas
- Sites
- Counties



CRC, Georgia Forestry, Map data © OpenStreetMap contributors, CC-BY-SA

# FEMA Flood Zones

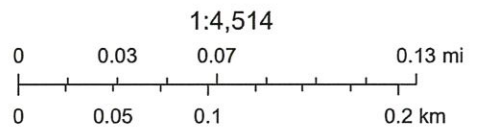


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FEMA Flood Zones

 1% Annual Chance Flood Hazard

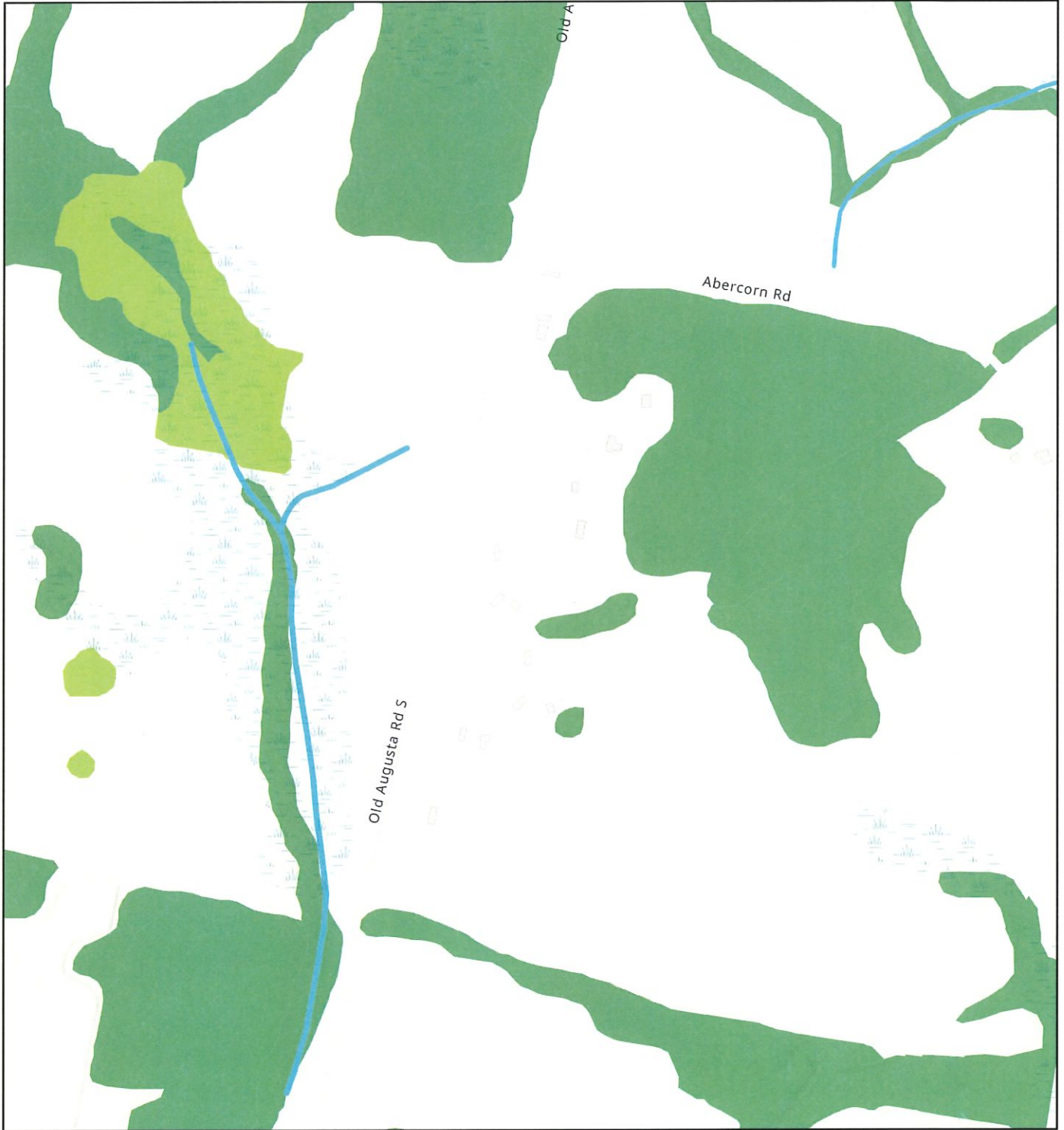
 Counties



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CRC, DC

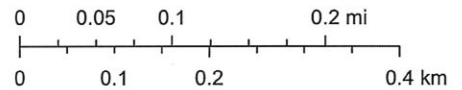
# Wetlands



4/11/2023, 2:39:09 PM

1:9,028

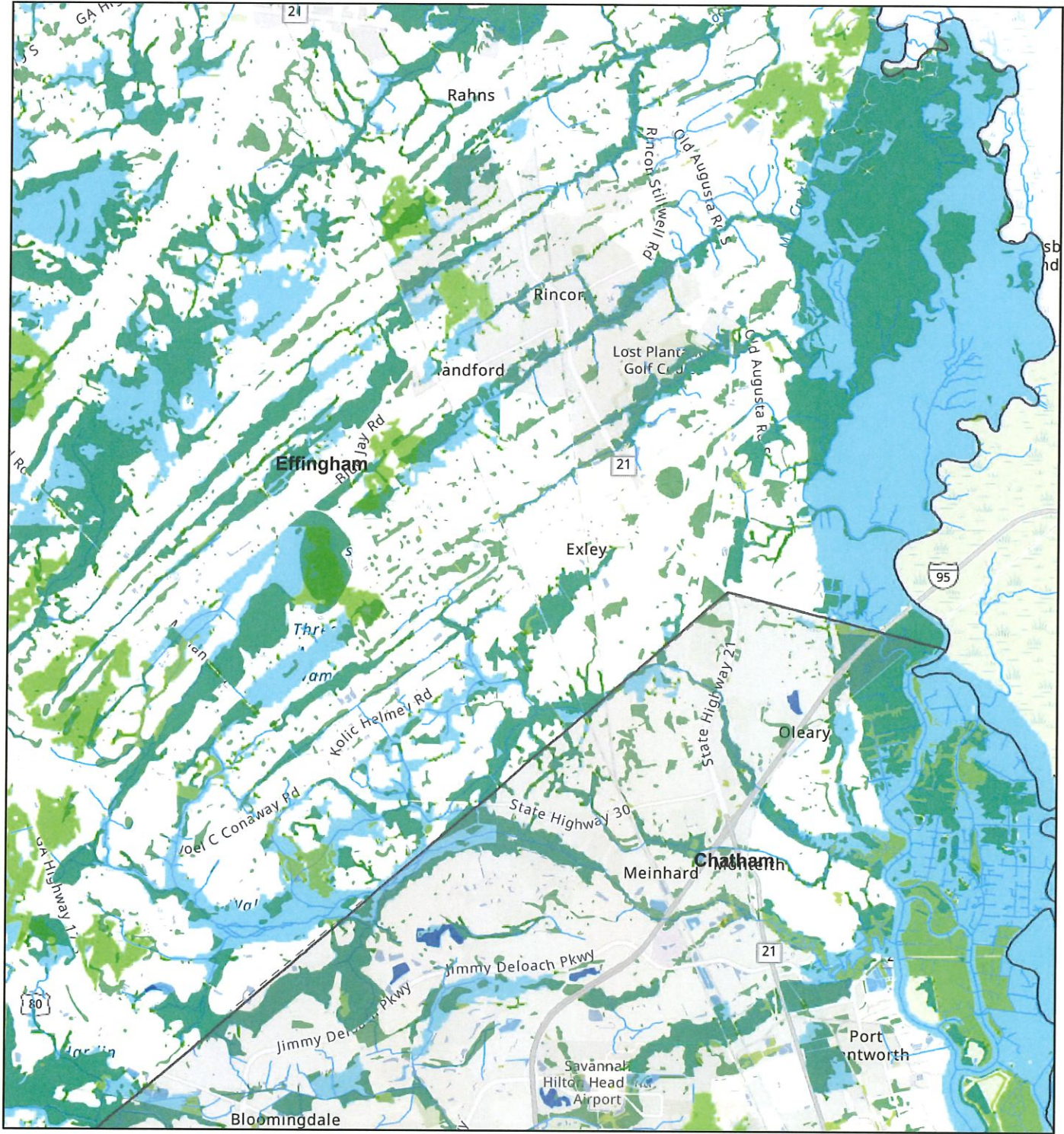
- |                                |                                   |
|--------------------------------|-----------------------------------|
| Counties                       | Freshwater Forested/Shrub Wetland |
| <b>Wetlands</b>                | Freshwater Pond                   |
| Estuarine and Marine Deepwater | Lake                              |
| Estuarine and Marine Wetland   | Other                             |
| Freshwater Emergent Wetland    | Riverine                          |



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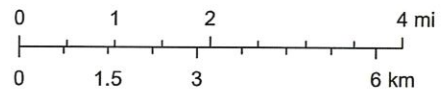
# Wetlands, Rivers, Green Infrastructure



4/11/2023, 3:35:52 PM

1:144,448

- |   |  |
|---|--|
| <b>Green Infrastructure Class</b>   | <b>Wetlands</b>  |
| <span style="color: lightblue;">■</span> Core   | <span style="color: blue;">■</span> Estuarine and Marine Deepwater         |
| <span style="color: green;">■</span> Corridor   | <span style="color: lightblue;">■</span> Estuarine and Marine Wetland      |
| <span style="color: lightgreen;">■</span> Multi-Use Buffer Areas  | <span style="color: yellowgreen;">■</span> Freshwater Emergent Wetland     |
| <span style="color: orange;">■</span> Sites   | <span style="color: darkgreen;">■</span> Freshwater Forested/Shrub Wetland |
| <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Counties | <span style="color: lightblue;">■</span> Freshwater Pond                   |
| <span style="color: black;">●</span> Cities   | <span style="color: darkblue;">■</span> Lake                               |



CRC, Georgia Forestry, Esri, NASA, NGA, USGS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA



**PUBLIC COMMENTS  
RECEIVED FROM:**

- 1. City of Savannah**
- 2. Georgia Conservancy**
- 3. Effingham Georgia Green**



April 4, 2023

The purpose of this document is to provide comments from the City of Savannah staff to the Coastal Regional Commission (CRC) staff regarding DRI 3945, Effingham Business Center.

### Economic Development

- The location of this proposed development threatens the reliability of Abercorn Creek as a safe drinking water source. The Abercorn Creek surface water intake was constructed to relieve the Floridan Aquifer from the adverse impacts of saltwater intrusion and pollution of this important drinking water resource. Chatham and parts of Effingham Counties have state groundwater permits limiting withdrawals from the Floridan; therefore, Abercorn Creek is the backbone of the region's strong economic growth and the region's reliance on the Abercorn Creek source will only increase in the coming years. In summary, our ability to maintain and sustain a safe and reliable source of drinking water is critical to future economic development.
- Comparing water rates in other parts of Georgia, the cost of Abercorn Creek's drinking water has been low as compared to other areas of the State of Georgia. Water production and delivery costs remain comparatively low because only basic, primary treatment and filtration are required. The Abercorn Creek watershed has been mostly surrounded by undeveloped, forested land that keeps the source water safe from anthropogenic pollution. To keep costs low and continue to support economic development, the existing land use and its natural infrastructure performing the first treatment of the source water discharging to Abercorn Creek, must remain intact.
- Over the last 77 years, there has never been a service interruption at Abercorn Creek. One notable close call was the tritium spill in 1991 from the Savannah River Site, approximately 129 river miles north of Abercorn Creek. The impact to operations was to run the intake pumps on the incoming tide for 2 weeks. We could not do that today with the current daily water demand.

### Water Supply

- In calendar year 2022, Savannah Industrial & Domestic (I&D) Water Treatment Plant (WTP) delivered Effingham County 1,010,294,341 gallons of high-quality drinking water, an increase of 50,780,041 gallons from 2021.
- Beginning in 2000, the Georgia Environmental Protection Division (EPD) required Drinking Water Systems to develop Source Water Protection Plans (SWPP) for all surface water sources such as Abercorn Creek. The 2002 Source Water Assessment for the intake at Abercorn Creek resulted in a low level of risk or susceptibility of contamination from pollutant sources in the inner 7-mile and outer 13-mile management zones. An update to the 2002 SWPP was completed in 2019. In this update, an increase resulted to a medium level of risk, or susceptibility of contamination. In 2022 Savannah City Staff completed a third update to the risk assessment given the recent proximity to the intake of completed and planned Effingham County Industrial Development projects. The risk or susceptibility of the intake to contamination doubled within just one mile of the intake thereby raising the pollutant threat to "high-risk" by 68% for the region's primary source of drinking water.

### Wastewater Disposal

- The growing presence of publicly owned and operated waste disposal systems in a drinking water subbasin is extremely concerning given the increased land use intensity and urbanization of the Abercorn Creek watershed. Whether it is individual septic systems or sanitary sewage collection pipes, they all increase the potential risk of bacteria to reach drinking water supplies. Increasing risk will demand upgrades to the treatment process and thereby increase costs to produce a safe water supply.

### Stormwater Management

- In 2022 the City Staff performed a desk top analysis of the Abercorn Creek Watershed and relative contribution of the Savannah River compared to local stormwater runoff from the Abercorn Creek watershed at the intake. During a large-scale rainfall event, the contribution of stormwater runoff from the local area (i.e. Rincon and eastern Effingham County) is on the order of 60% of the flow contribution at the intake. The influence of the Savannah River flowing down through Bear Creek is relatively small, especially in light of the silting in of the confluence. It is the City of Savannah's position that this 60% contribution from local stormwater runoff coming from a more urbanized watershed instead of less densely developed land (i.e. agricultural residential or AR), will likely result in an increase of non-point source pollution to the water supply watershed that is Abercorn Creek.
- Placement of Proposed Warehouse #3 and its parking lot and truck storage area directly adjacent to the City of Savannah property where the surface water intake exists, with only a 25 foot buffer and infiltration trench between them, will leave very little response time in the event of a spill, a fire-fighting event at the warehouse site, a 500-year flood, or other catastrophic event that would allow pollution from this site to discharge directly to the location of the surface water intake. This water source provides drinking water for 400,000+ people in Chatham, Effingham and Bryan Counties. At this time, it is the only surface drinking water supply source in Coastal Georgia and the only currently viable alternative to additional water withdrawal from the Floridan Aquifer, which has limited capacity due to saltwater intrusion.
- While continuous water quality monitoring is already going on at the intake, the proposed industrial development proximate to the intake would create a need for enhanced continuous monitoring to ensure an adequate early warning system against potential source water pollution. The City projects that there could be thousands of dollars in capital cost associated with sensors for additional water quality parameters, and even more for computer infrastructure to record, monitor, and provide alarms for these parameters. Additional staff may also be necessary to increase monitoring and laboratory analysis activities to meet the increased risk of contamination by a larger potential suite of pollutants.
- The replacement of single-family homes with industrial warehouses creates the perception that the land is not environmentally sensitive. Nonlocal people and businesses will be prevalent and completely unaware of the extreme environmental fragility of a drinking water supply watershed. This increases the risk of anthropogenic pollution of the drinking water source. To that end, the City of Savannah will likely need to enhance security along Abercorn Creek Road. Related mitigation measures would



also include significant City expense to erect necessary security fencing around the perimeter of the drinking water intake property.

- In an effort to mitigate potential impacts to the drinking water supply, it would be the City of Savannah's recommendation that Effingham County highly restrict access and preferably close the Abercorn Creek public boat ramp to reduce the potential that one of these transient entities traveling through the area or operating in the area does not introduce pollutants directly to Abercorn Creek via an illegal dumping incident.

### Environmental Quality

- **CRC Areas Requiring Special Attention:**

This development is located mostly within the Regional Plan of Coastal Georgia's Areas Requiring Special Attention (ARSA), which shows much of the proposed site as being within "Areas of Significant Natural Resources." These areas include Natural Resources in the ARSA Map and Defining Narratives include: Green Infrastructure, Recharge Areas, Prime Agriculture Lands, Rural Character, and Open Space and Parks. Protection and preservation of these resources is incompatible with the presence of industrial warehouse development.

- **Special Hazard Flood Areas**

Much of the proposed development lies within the FEMA Special Flood Hazard Area or "100-year floodplain". The proposed development will likely require fill to be placed in the flood zone, reducing the functionality and capacity of the floodplain. Furthermore, the statistical likelihood of this site being flooded is high. Flooding will likely result in potential failure of at least some of the onsite stormwater management systems, thereby resulting in the introduction of non-point source pollutants and potentially hazardous spills from the site to Abercorn Creek watershed and the Savannah Drinking Water Intake.

### Local Planning

#### **Effingham County 2020 – 2040 Joint Comprehensive Plan adopted October 2019:**

1. Future Land Use

The Effingham County Future Land Use Map shows the desired land use for the proposed development is a mixture of agricultural, residential, public institutional, and undeveloped. This proposed warehouse development is also directly adjacent to a large area of conservation/recreation. There is no industrial or heavy industrial future land use proposed within the development footprint per the County's Future Land Use Map as provided, nor would this type of land use be compatible or complementary of the adjacent residential or conservation/recreation land uses.

The following Future Land use Guiding Principle is included in the Effingham County Comprehensive Plan:

- *The county and cities should discourage the establishment of intense or heavy industrial or commercial land uses near existing residential areas.*



This proposed industrial warehouse development is also located directly adjacent to existing residential development, and in fact would require the rezoning of existing residential properties to industrial to facilitate the proposed development project as planned. Allowing industrial development directly adjacent to residential development is in direct conflict with the stated future land use guiding principle as stated in the Effingham County Comprehensive Plan (see above).

b. Needs and Opportunities:

This proposed industrial development plan directly contradicts specifically stated needs in the Effingham County Comprehensive Plan:

- Need to prioritize protection and maintenance of wetlands, floodplains, and forest areas
- Need to avoid loss of wetlands to encroaching development

c. Goals:

This proposed industrial development plan is inconsistent with the following goals from the Effingham County Comprehensive Plan:

*Resource Management:* Provide protection and preservation of natural resources by promoting the use of natural buffers, providing green corridors, creating greenway trails, preserving Ebenezer Creek, and cooperating with the Department of Natural Resources for minimum buffer standards for river corridors.

Allowing industrial warehouse development that impacts on-site wetlands and discharges urban runoff to Abercorn Creek, a pristine tributary to the Savannah River as well as a protected river corridor and the primary drinking water source for Effingham County, is contrary to this stated goal.

*Economic Prosperity:*

- 1.) Promote the expansion of job opportunities, high quality industry and diversification of the employment base to help the County grow beyond a bedroom community and to establish itself as a place to do business;
- 2.) Pursue hospitality and entertainment-based businesses to encourage tourists and visitors to invest and stay in the county;
- 3.) Implement and expand economic development plans to diversify the County economy and promote the recruitment of high-quality commercial and industrial business.

It should be noted that industrial warehouses are not considered a significant provider of high-quality jobs, nor does it diversify the employment base or support the tourism industry. Worse, allowing this development would run counter to the proposed future land use and adversely impact natural resources, all in an effort to allow an industrial operation that is not consistent with the desired economic growth plan for the County.

d. Resiliency

This site is located in the “Tropical Storm” Storm surge area identified by Effingham County in its Comprehensive Plan. Allowing an industrial development with a significant amount of impervious surfaces in an area that is projected to flood during a tropical storm, let alone a hurricane, is not a responsible land use, and will likely result in increased flooding and polluted runoff reaching Abercorn Creek drinking water intake and the Savannah River.

Regional Planning Consideration

- **Drinking Water Watershed**

This site is located directly adjacent to the City of Savannah’s Drinking Water Intake, as stated above, which is critical regional infrastructure that deserves protection for the health, safety and welfare of the residents of coastal Georgia.

***Jim Laplander, PE***

Director Water and Sewer Planning and Engineering Division

Water Resources Department

20 Interchange Drive, Savannah, GA 31415

Office: 912.651.6573, Fax 912.650-7839, Mobile: (912) 658-6973

[jlaplander@savannahga.gov](mailto:jlaplander@savannahga.gov)

***Laura Walker***

***Environmental Manager***

Water Resources Department

20 Interchange Drive, Savannah GA 31415

Office: 912.651.2221

[lwalker@savannahga.gov](mailto:lwalker@savannahga.gov)

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April 4, 2023

Karen Saunders, Grant Specialist  
Coastal Regional Commission  
1181 Coastal Dr. SW  
Darien, GA 31305  
Via email: [k Saunders@crc.ga.gov](mailto:k Saunders@crc.ga.gov)

PRESIDENT  
Katherine Moore\*

BOARD CHAIR  
Virginia Harman, Cave Spring\*

**RE: Comments on DRI 3945: Effingham Business Center**

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Jennifer Winn, Atlanta

Dear Ms. Saunders:

The Georgia Conservancy appreciates the opportunity to provide comments on the DRI 3945 for Effingham Business Center. In our review, we find that this proposed development is inconsistent with Effingham County's Comprehensive Plan and the Coastal Regional Commission's Areas Requiring Special Attention (ARSA). Most notably, the proposed site plan threatens the integrity of the City of Savannah's surface water intake, located on Abercorn Creek, which provides potable water to over 400,000 people in the coastal area. Our specific concerns are outlined below:

**1. Inconsistency with Effingham County 2020 – 2040 Joint Comprehensive Plan (Comp Plan)**

a. Future Land Use

The Comp Plan includes the official Effingham County Future Land Use Map, which shows the desired land use for the proposed development area as a mixture of agricultural, residential, public institutional, and undeveloped. The proposed development is also directly adjacent to a large area of conservation/recreation. There is no industrial or heavy industrial future land use proposed within the development footprint per the County's Future Land Use Map, nor would this type of land use be consistent with adjacent residential or conservation/recreation land uses.

The Comprehensive Plan also specifically states that the County and cities should discourage the establishment of intense or heavy industrial or commercial land uses near existing residential areas. This proposed development is located directly adjacent to residential development, and in fact would require the rezoning of existing residential properties. Allowing industrial development directly adjacent to residential development is in direct conflict with the stated future land use guiding principle above.

ADVISORY COUNCIL  
Claire L. Arnold, Atlanta  
Braye Boardman, Augusta  
Joel Cowan, Peachtree City  
Ann Q. Curry, Atlanta  
C. Edward Dobbs, Atlanta  
Amir Farokhi, Atlanta  
Chet Hurwitz, Atlanta  
Elliott Levitas, Atlanta  
J. Lacey Lewis, Atlanta  
Hank Linginfelter, St. Simons Island  
Leslie Mattingly, St. Simons Island  
Leopoldo Miranda, Marietta  
Joe Montgomery, Rome  
Marci Collier Overstreet, Atlanta  
Laura Turner Seydel, Atlanta  
Ron Shipman, Macon  
Jim Timmons, Atlanta

\*Executive Committee Member



b. Needs and Opportunities:

The proposed development directly contradicts the following needs listed in the Comprehensive Plan:

- Need to prioritize protection and maintenance of wetlands, floodplains, and forest areas
- Need to avoid loss of wetlands to encroaching development

The development site would impact 0.5 acres of wetlands as stated in the DRI. In addition, much of the proposed development lies within the FEMA Special Flood Hazard Area (SFHA) or “100-year floodplain”. The proposed development will likely require fill to be placed in the flood zone, reducing the floodplain capacity, resulting in potential flooding and the possible failure of the onsite stormwater system and the discharge of pollutants to Abercorn Creek and the Savannah Surface Water Intake.

c. Goals:

The Comprehensive Plan has a goal for Economic Prosperity, which states: 1.) Promote the expansion of job opportunities, high quality industry and diversification of the employment base to help the county grow beyond a bedroom community and to establish itself as a place to do business; 2.) Pursue hospitality and entertainment-based businesses to encourage tourists and visitors to invest and stay in the county; and 3) Implement and expand economic development plan to diversify the county economy and promote the recruitment of high-quality commercial and industrial business.

Warehousing is not considered a significant provider of high-quality industrial jobs, nor does it diversify the employment base or support the tourism industry. Worse, allowing this development would run counter to the proposed future land use and adversely impact natural resources, all in an effort to allow an industrial operation that is not consistent with the stated economic prosperity goal for the County.

d. Coastal Vulnerability and Resilience

This site is located in the “Tropical Storm” Storm surge area identified by Effingham County in its Comprehensive Plan, meaning that the development site will likely be subject to flooding during tropical storm conditions. Allowing a heavy industrial development in an area that is projected to flood during a tropical storm, which happen routinely in this coastal area, will likely result in polluted runoff reaching Abercorn Creek (and Savannah’s drinking water intake) and the Savannah River during the storm event, not to mention the likely damage that flooding will cause to the site development and infrastructure.

## 2. **Inconsistency with CRC Areas Requiring Special Attention**

The Coastal Georgia’s ARSA maps shows much of the proposed site as being within “Areas of Significant Natural Resources.” These areas include: Green Infrastructure,



Recharge Areas, Prime Agriculture Lands, Rural Character, and Open Space and Parks, and are inconsistent with heavy industrial development. Heavy industrial warehousing development is clearly contrary to the desired features envisioned for areas of significant natural resources.

### 3. City of Savannah Drinking Water Intake Integrity

The proposed development site is located directly adjacent to the City of Savannah's Surface Water Intake threatening the reliability of Abercorn Creek as a safe drinking water source. The City of Savannah's Industrial and Domestic (I&D) Surface Water Treatment Plant provides drinking water to Effingham County, Rincon, Chatham County, Port Wentworth, Bloomingdale, Garden City, Pooler, Savannah, Bryan County and Richmond Hill. Surface water from Abercorn Creek is the *only* alternative to groundwater from the Floridan Aquifer, which is heavily restricted in this area due to saltwater intrusion. While the development of industrial and heavy commercial uses in proximity to a surface water supply source makes little sense in any situation, in this case, it risks the ONLY surface drinking supply source for all of coastal Georgia.

In particular, the placement of proposed Warehouse # 3 and its parking lot and truck storage area is concerning because of its location directly adjacent to the surface water intake. With only a 25-foot buffer and infiltration trench between them, this configuration leaves little margin for error in the event of a spill, fire-fighting event, 100- or 500-year flood, or other catastrophic event that would allow pollution from this site to discharge directly to Abercorn Creek. Due to the tidal nature of Abercorn Creek, flushing time is increased resulting in additional risk for contamination of the drinking water supply.

The Effingham County Board of Commissioners (BOC), recognizing the need to protect surface drinking water supply, adopted the Water Supply Watersheds Protection Ordinance in 2012 with the following stated purpose and intent: "The quality of public drinking water supplies must be assured... Stormwater runoff, particularly from impervious surfaces, can introduce toxins, nutrients, and sediments into drinking water supplies, making water treatment more complicated and expensive, and rendering water resources unusable for recreation and other uses. Industrial land uses that involve the manufacture, use, transport, and storage of hazardous or toxic waste materials result in potential risks of contamination of nearby public drinking water supplies. Therefore, land use activities within water supply watersheds must be regulated to ensure that public water supplies remain clean." This proposed development directly conflicts with the County's stated intent and purpose for the adoption of this ordinance.

The City of Savannah completed the most recent Source Water Protection Plan in 2019. This Plan was completed per requirements of the Georgia Environmental Protection Division (EPD) and the United States Environmental Protection Agency (EPA), and included Effingham County amongst its participating stakeholders. This plan contained the following Source Water Protection Plan Key Action: Preservation of Savannah River Watershed Ecosystem. The plan assigns conservation priorities 1 through 4 to land within the larger Savannah River Watershed and the land in the vicinity of this proposed

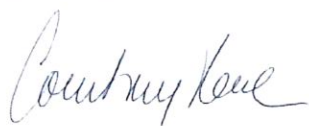
Page 4 of 4  
Ms. Karen Saunders

development site is assigned the highest priority for conservation in order to protect the integrity of the drinking water supply. We believe that conservation of this site, or its use as a public park or greenspace would be a much more appropriate and responsible use of this property, be consistent with the plans and ordinances mentioned herein, and be protective of Effingham County's and the region's critical surface water supply source.

Thank you for consideration of these comments.

Sincerely,

GEORGIA CONSERVANCY



Courtney Reich, AICP, CFM  
Coastal Director





March 26, 2023

Attention: Ms. Katie Dunnigan, Zoning Manager, Development Services Department, Planning & Zoning, Effingham County, Georgia, 804 South Laurel Street, Springfield, Georgia 31329

***Effingham Georgia Green (EGG) requests that the Planning and Zoning Board recommend denying the approval of the "Effingham Business Center" Map# 477 Parcels #2, 3, 4, 8, and 9 located on Old Augusta Road for the following significant reasons.***

1. The applicant requests rezoning of current residential areas into heavy industrial, forcing out not only current residents who have virtually no choice but to sell, but also turning the larger residential community that has been in existence far longer than any warehousing development plan for Old Augusta Road into a heavily industrialized area triggering additional similar requests. This ensures that all the agricultural residential areas throughout this area will become industrialized. This makes residents powerless to stop the wholesale destruction of these areas in which they live. The county's "Future Land Use Map" shows much of this area zoned Agricultural with one part nearby zoned Conservation/Recreation. What good is zoning if non-compatible variances are approved merely in the interests of big business and industry at the expense of county residents and quality of life?
2. The ARSA Map shows all of this area as being "Areas of SIGNIFICANT NATURAL RESOURCES". Yet a heavy industrial development is being considered *here*? This location is not compatible with industrial uses (heavy or light). These natural resources are non-renewable and essential for both human and environmental health.
3. Rezoning this area to heavy industry allows for the "storage of toxic and hazardous wastes, chemicals, and materials". This is unacceptable in the wetlands of Abercorn Creek, which supplies the drinking water for thousands of Effingham County and Chatham County residents. Toxic spills, warehouse and tractor trailer truck pollution, overflowing impoundment ponds, the increasing frequency of 100 year floods every few years, tornadoes, and violent hurricanes mean a very high likelihood of dangerous pollutants escaping. The location of this development so close to Abercorn Creek mean that there will be no time to contain the toxic waste before it enters the drinking water and the entire watershed downstream, sickening people, killing fish, and destroying habitat. Even if the current applicant does not entertain involvement with toxic and hazardous waste, rezoning to heavy industrial will allow future land users to have these substances adjacent to Abercorn Creek.
4. The amount of impervious paving (60%), in addition to the pollutants mentioned above will contribute to storm runoff into Abercorn Creek. As Effingham County's own web page says, "*Stormwater pollution occurs when the runoff from rain washes pollutants into the water. Pollutants include debris and chemicals such as litter, motor oil, fertilizer, pesticides, and dirt. These are washed from roads, rooftops, lawns, and parking lots into stormwater drains, which drain directly into local waters without treatment. This untreated water directly impacts aquatic life and the animals that rely on them for food, as well as our own drinking water ... asphalt and concrete are impermeable surfaces. Without infiltration into the ground, stormwater runs off in higher volumes, which contributes to flooding and erosion problems.*" The wet detention ponds in the application are designed to meet "pre-developed" flow rates. Stormwater flood rates will be much greater due to the items mentioned in #2 above as well as from the construction of large, impervious developments throughout the area, including several 300 to 1 million square foot-plus warehouses and truck parking lots.
5. If approved, this development alone will put an additional 656 tractor trailer trucks a day on not only this road, but roads throughout the county. This will increase the already burgeoning level of traffic, noise, and related pollution that

will not be contained within Old Augusta Road. The proposed development also will require additional expensive and environmentally-impacting roads and other transportation "improvements".

6. The applicant states that 0.5 acres of wetland disturbance is proposed. In reality, allowing this project and others like it in the wetlands and floodplains of Abercorn Creek will disturb and adversely affect the watershed and water supply. The proposed warehouse development will cause area flooding, eliminate the ability of the parcels to filter storm water, and increase the likelihood of pollutants in Abercorn Creek and thereby into the drinking water of most Effingham and Chatham county residents. 100 year floods, which now occur on a regular basis, will make the holding ponds overflow into Abercorn Creek and our drinking water. The proposed development will truncate the wetlands and adjacent ecosystem with industry and concrete, disrupting drainage and creating flooding. This development threatens our collective drinking water and wetlands. But nobody talks about any of the above when discussing "Economic Development" and the value of the project. No amount of tax revenue can mitigate for a poor quality of life for county residents, including water that is unfit to drink.

For these many significant reasons above, this development should not be approved for recommendation to the Effingham County Commissioners, nor should it be approved for zoning variances and construction. Abercorn Creek and other county wetlands need conservation and preservation, not development.

Sincerely,



Rita Elliott

EGG Representative

effinghamgeorgiagreen@gmail.com

Effingham Georgia Green (EGG) is a think tank whose mission is to create, educate, and advocate for a greener Effingham County, Georgia, where nature thrives along with people. It is a consortium of policy makers, small business owners, environmentalists, and educators who live in the county. EGG has a cadre of volunteers to undertake specific projects benefiting the Effingham County environment.



**NOT FOR CONSTRUCTION**  
SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

REVISIONS:


**CONCEPT PLAN FOR EFFINGHAM BUSINESS CENTER**  
LOCATED IN EFFINGHAM COUNTY, GEORGIA  
PREPARED FOR SPIKES, MOORE, PORTER INDUSTRIAL

JOB NUMBER: 23-000  
DATE: 5-09-23  
DRAWN BY: DJF  
CHECKED BY: DJF  
SCALE: AS NOTED

SKETCH PLAN  
SHEET: **CPI1**

Item XV. 21.



**FILE DATA**  
SITE: 23-000  
JOB: 23-000  
DATE: 5-09-23  
DRAWN BY: DJF  
CHECKED BY: DJF  
SCALE: AS NOTED

**PROPOSED TOWNING:**  
SUBJECT TO TOWNING:  
BUILDING 1: 367,200 SF  
145 EMPLOYEE PARKING  
BUILDING 2: 22,800 SF  
10 EMPLOYEE PARKING  
BUILDING 3: 32,400 SF  
10 EMPLOYEE PARKING  
OFFICE BUILDING: 10,000 SF  
10 EMPLOYEE PARKING  
TOTAL: 432,400 SF

STORM: 25.77 AC / 22.20K



SCALE: 1" = 100'  
0' 50' 100' 150' 200'



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **Greg Coleman as Agent for William Roger Spikes III et al – (Map # 477 Parcel # 2,3,4)** from AR-1 & AR-2 to I-1 zoning.

DB

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   *[Signature]*                        DISAPPROVAL \_\_\_\_\_

Of the rezoning request by applicant **Greg Coleman as Agent for William Roger Spikes III et al – (Map # 477 Parcel # 2,3,4) from AR-1 & AR-2 to I-1 zoning.**

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

*[Signature]*



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 **Greg Coleman as Agent for William Roger Spikes III et al** – (Map # 477 Parcel # 2,3,4) from AR-1 & AR-2 to I-1 zoning.

*with five spots for me in my plan*

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?

*Not with appropriate controls*

*Continue to work to protect the water source.*



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 **Greg Coleman as Agent for William Roger Spikes III et al** – (Map # 477 Parcel # 2,3,4) from AR-1 & AR-2 to I-1 zoning.

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

BKS. 4/19/23

STATE OF GEORGIA  
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
477-2,3,4

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
477-2,3,4

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, GREG COLEMAN AS AGENT FOR WILLIAM ROGER SPIKES III ET AL has filed an application to rezone fourteen and eighty-six hundredths (14.86) +/- acres; from AR-1 & AR-2 to I-1, to allow for industrial development; map and parcel number 477-2,3,4, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on May 2, 2023 and notice of said hearing having been published in the Effingham County Herald on April 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 March 22, 2023; and

IT IS HEREBY ORDAINED THAT fourteen and eighty-six hundredths (14.86) +/- acres; map and parcel number 477-2,3,4, located in the 5<sup>th</sup> commissioner district is rezoned from AR-1 & AR-2 to I-1, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. There shall be no traffic entrance to, or exit from, the development site using Abercorn Road.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_

STEPHANIE JOHNSON  
COUNTY CLERK

*Item XV. 22.*

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Greg Coleman** as Agent for **William Roger Spikes III et al** requests to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1** to allow for industrial development. Located on Old Augusta Road. **Map#477 Parcels# 2,3,4**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1** to allow for industrial development, 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. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The scale of the proposed warehouse development (1.07m sf) exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3945) warranted regional review, and completed a DRI report.
- Old Augusta Road is a designated truck route. The proposed entrance may be full access until planned improvements are constructed. At that time, the proposed entrance will be right-in and right-out only. All other traffic will be served by nearby roundabouts, per the Old Augusta Road Corridor Study.
- The parcels are surrounded by I-1 zoned property. Wetlands and stormwater infrastructure on the proposed development site will provide more than the required 25' buffer to adjacent I-1 property.
- The Regional Commission did not send a completed DRI report by the time of the meeting. Therefore, the Planning Board discussed the request, but tabled it to a called meeting on April 19 at 1pm for a vote, pursuant to DRI Rules and Sec. 9.3.3 Public hearing by commissioners.
- On April 14, the DRI report was received. The report indicates that the project is consistent with the regional future land use map, which designates the area as Developed. According to the county Future Land Use map, the area is designated for agriculture and residential, and is partially undeveloped.
- Comments were received from the City of Savannah, GA Conservancy, and Effingham Georgia Green.
- The property is in the Inner Management Zone for Abercorn Creek, where intensive uses and impervious cover could negatively affect water quality. Following an earlier rezoning in the area, Effingham County and the City of Savannah developed an agreement on higher development standards for the property.
- The site will be subject to enhanced erosion and sedimentation controls, and stormwater management BMPs.
- At the April 19 Planning Board called meeting, Mr. Brad Smith made a motion for approval, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. There shall be no traffic entrance to, or exit from, the development site using Abercorn Road.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
  7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
- The motion was seconded by Mr. Peter Higgins, and carried unanimously.



**Alternatives**

**1. Approve** the request to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1**, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. There shall be no traffic entrance to, or exit from, the development site using Abercorn Road.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.

**2. Deny** the request to **rezone** 14.86 acres from **AR-1 & AR-2** to **I-1**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

## Staff Report

**Subject:** Sketch Plan (Fifth District)  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **Greg Coleman** as Agent for **William Roger Spikes III et al** requests approval of a **sketch plan** for “Effingham Business Center”. Located on Old Augusta Road, zoned **AR-1, AR-2, I-1**, proposed zoning **I-1**. **Map#477 Parcels# 2,3,4,8,9**

### Summary Recommendation

Staff reviewed the application, and recommends **approval** of a **sketch plan** for “Effingham Business Center”.

### Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.  
*The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- At the March 20, 2023 pre-application meeting, staff and the applicant discussed access management, utilities, construction hours, and the enhanced BMPs necessary for development in the Inner Management Zone for Abercorn Creek.
- A variance to the required buffers on 477-9 was approved on August 16, 2022; all approved buffers and berms are included in the sketch plan.
- The proposed development is in flood zone A. A LOMR application to FEMA will be required.
- Additional BMPs are required as follows:
  - a. Maximize onsite detention pond storage/volume by designing to the 100-year rainfall event criteria.
  - b. Minimize the number of outlet structures from the onsite detention ponds such that discharge control structures/devices (e.g. sluice gates or comparable) can be installed at each detention pond outlet.
  - c. Incorporate the installation of applicable and appropriate site spill prevention, control, and countermeasures for the onsite areas in and around the warehouse and parking aprons to capture spills before they enter the onsite detention ponds.
  - d. Ensure that no surface water flow leaves the site other than through the onsite detention ponds and the primary conveyance route through the central areas of the property to the ultimate discharge point on the eastern side of the property.
  - e. Construct berms along all upland property boundaries as needed to divert and control onsite runoff.
  - f. Evaluate the feasibility of utilizing the wetland and floodplain areas downstream to the east of the site that are owned by the City of Savannah and the State of Georgia for additional stormwater runoff mitigation.
  - g. Formalize these requirements and associated BMPs in a Development Agreement between the County and the Developer such that the details of this proposed plan are appropriately documented.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- The Regional Commission did not send a completed DRI report by the time of the meeting. Therefore, the Planning Board discussed the request, but tabled it to April 19 at 1pm for a vote, pursuant to DRI Rules and Sec. 9.3.3 Public hearing by commissioners. The DRI report was received on April 14.
- At the April 19 Planning Board called meeting, Mr. Peter Higgins made a motion for approval.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

### Alternatives

1. **Approve** the **sketch plan** for “Effingham Business Center”.
2. **Deny** the **sketch plan** for “Effingham Business Center”.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Sketch Plan Application

**Other Alternatives:** 2

**FUNDING:** N/A

2. Aerial Photograph 3. Sketch Plan

# EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Effingham Business Center

Name of Applicant/Agent Greg Coleman / Scott Allison Phone 912-200-3041

Company Name Coleman Company, Inc.

Address 1480 Chatham Parkway Suite 100 Savannah, Ga. 31405

Owner of Record See attached list of owners Phone \_\_\_\_\_

Address \_\_\_\_\_

Engineer Coleman Company, Inc. Phone 912-200-3041

Address 1480 Chatham Parkway Suite 100 Savannah, Ga. 31405

Surveyor Coleman Company, Inc. Phone 912-200-3041

Address 1480 Chatham Parkway Suite 100 Savannah, Ga. 31405

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 140.71 Acreage to be divided NA Number of Lots Proposed 1

Current Zoning I-1/AR-1 Proposed Zoning I-1 Tax map – Block – Parcel No See Attached

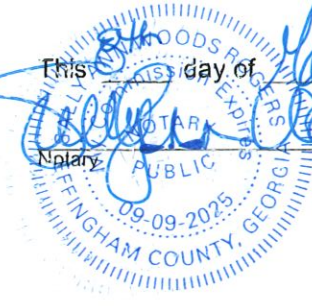
Are any variances requested? No If so, please describe: \_\_\_\_\_

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

This 5th day of March, 2023

[Signature]

Notary Public



Applicant [Signature]

Owner [Signature]

Mirna Belfort  
2063 Old Augusta Road  
Rincon Ga 31326  
912-438-3997  
PIN #: 04770003

William and Bonnie Butler  
2023 Old Augusta Road  
Rincon Ga 31326  
912-963-0110  
PIN #: 04770004

William Spikes III  
652 Ralph Rahn Rd  
Rincon Ga 31326  
912-228-1246  
PIN #: 04770002

Ashley Ron Moore  
103 Rommell Rd  
Garden City, Ga 31408  
PIN #: 04770008

Chester and Clint Porter  
PO Box 634  
Rincon, Ga 31326  
PIN #: 04770009



# EFFINGHAM COUNTY SKETCH PLAN CHECKLIST


<b>OFFICIAL USE ONLY</b>			
Subdivision Name: _____	Project Number: _____		
Date Received: _____	Date Reviewed: _____	Reviewed by: _____	

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
<b>(a) Project Information:</b>		
Y		1. Proposed name of development.
Y		2. Names, addresses and telephone numbers of owner and applicant.
Y		3. Name, address and telephone number of person or firm who prepared the plans.
Y		4. Graphic scale (approximately 1"=100') and north arrow.
Y		5. Location map (approximately 1" = 1000').
Y		6. Date of preparation and revision dates.
NA		7. Acreage to be subdivided.
<b>(b) Existing Conditions:</b>		
Y		1. Location of all property lines.
Y		2. Existing easements, covenants, reservations, and right-of-ways.
Y		3. Buildings and structures.
Y		4. Sidewalks, streets, alleys, driveways, parking areas, etc.
Y		5. Existing utilities including water, sewer, electric, wells and septic tanks.
Y		6. Natural or man-made watercourses and bodies of water and wetlands.
Y		7. Limits of floodplain.
Y		8. Existing topography.
Y		9. Current zoning district classification and land use.
NA		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>		
NA		1. Layout of all proposed lots.
Y		2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
Y		3. Proposed zoning and land use.
Y		4. Existing buildings and structures to remain or be removed.
Y		5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
Y		6. Proposed retention/detention facilities and storm-water master plan.

*		7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
*		8. Water distribution infrastructure master plan.

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

This 31<sup>st</sup> day of March, 2023  
 [Signature]  
 Notary  


[Signature]  
 Applicant  
 [Signature]  
 Owner

Additional Response to Checklist Items:

(c) Proposed Features

- 4. Existing buildings and structures to remain or be removed.

Butler Tract

- a. multiple structures - Single family home and out buildings to be removed

Belfort Tract

- a. Two structures - Single family home and out building to be removed

Spikes Tract

- a. One structure - Single family home to be removed

- \* 7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed)
  - a. At the current time we would propose a private wastewater collection system on-site (low pressure forcemain and grinder stations) with a public or private master station that would connect to the county's forcemain in Old Augusta Road ROW.
- \* 8. Water Distribution infrastructure master plan
  - a. We would propose connecting to the County's 16" watermain in Old Augusta Road ROW and will coordinate private/public distribution mains within the park with County staff. Depending on fire flow test results we may have a need for private tanks for fire protection.



**NOT FOR CONSTRUCTION**  
SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

REVISIONS:

**CONCEPT PLAN FOR EFFINGHAM BUSINESS CENTER**  
LOCATED IN EFFINGHAM COUNTY, GEORGIA  
PREPARED FOR SPIKES, MOORE, PORTER INDUSTRIAL

JOB NUMBER: 23-000  
DATE: 3-06-22  
DRAWN BY: JDF  
CHECKED BY: JDF  
SCALE: AS NOTED

SKETCH PLAN  
SHEET: CH

Item XV. 23.



**PERMITS**

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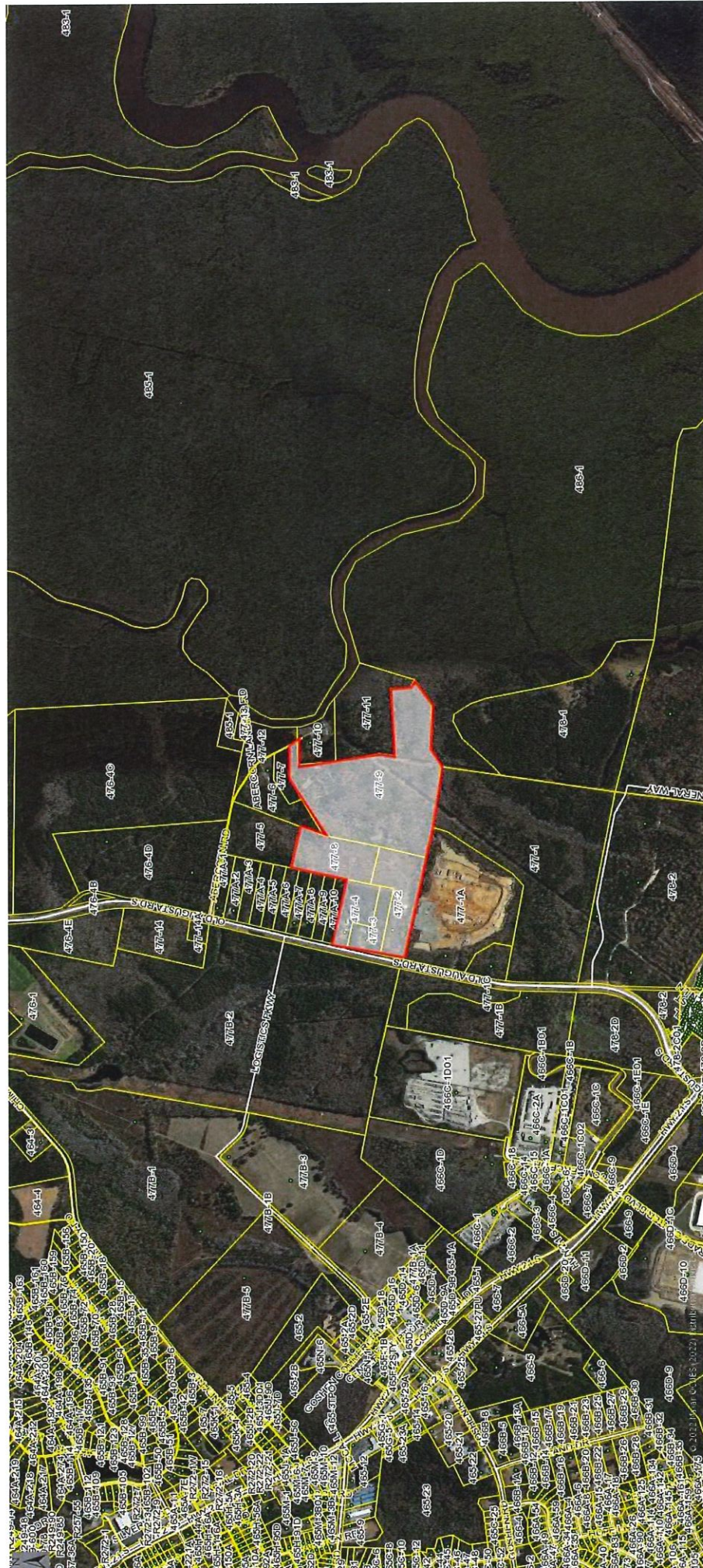








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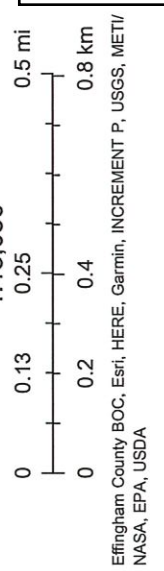
477-2,3,4,8,9



3/14/2023

- Tax Parcel Labels
- Tax Parcels
- AR-2
- AR-1
- Roads
- Effingham County Zoning
- B-3 Efn\_fin\_cache
- I-1
- R-1
- Red: Band\_1
- Green: Band\_2

1:18,056



Item XV. 23.

668

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/ NASA, EPA, USDA

STATE OF GEORGIA  
EFFINGHAM COUNTY

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

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

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

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

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

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

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

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

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

This 16<sup>th</sup> day of August, 20 22

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt  
WESLEY CORBITT, CHAIRMAN

ATTEST:

S. Johnson  
STEPHANIE JOHNSON  
COUNTY CLERK

FIRST/SECOND READING: 08/02/2022  
08/16/2022





April 4<sup>th</sup>, 2023

Greg Coleman  
Coleman Company  
1480 Chatham Pkwy, Suite 100  
Savannah, GA 31405

Dear Mr. Coleman,

I am pleased to provide you with a review of the sketch plan submitted under the cover of 'Effingham Business Center', which can be found below.

**Site Plan Review**

Submittal Documents                      Sketch Plan ..... *Mar. 2023*

Comments:

1. One of the requirements for sketch plan submittal is that the extent of the 100-yr floodplain be delineated, if applicable. The 100-yr flood plain covers most of this site. The proposed sketch plan delineates a portion of the floodplain, with an unlabeled, slightly bolder line. The FIRM Panel tile line is also shown on the sketch plan. It appears that only one of the FEMA map tiles is being displayed, as the next tile to the west includes no indication that it's in the floodplain. Delineate/label the full extent of the floodplain across the site and remove the FIRM Panel Tile boundary from the drawing.
2. Sketch plan should include vicinity map set to approx. scale of 1 inch = 1 mile.
3. Please show the full extent of the zoning buffer around the perimeter of site. While planting may not be necessary due to natural vegetation/screening, the zoning buffer would still exist.
4. The zoning buffer abutting City of Savannah Water Works does not appear to be meeting requirements outlined in the County's Zoning Ordinance. A variance will likely need to be attained.
5. Include the driveway connection on the sketch plan.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Teresa Concannon, Planning Manager - Effingham County  
Chelsie Fernald, Planner - Effingham County  
Liberto Chacon, PE, Sr. Vice President - EOM



## Staff Report

**Subject:** Rezone (First District)  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **3 Byrds Development, LLC** requests to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development. Located on Hwy 30. **[Map# 352 Parcel# 18]**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development on Hwy 30.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- There is a proposed 20' buffer around the perimeter
- The concept plan for the proposed 213-unit townhome development includes covered picnic shelters, a playground, a dog park, and walking trails. There is a proposed 20' buffer around the perimeter of the property. The frontage on Hwy 30 (1.2ac) is proposed for a community site.
- Gross density is 213 units/38.31ac = 5.6 unit/acre. At least 5.5 acres of common open space is required.
- The applicant proposes to extend lines ~1000' to connect to existing water and sewer at Windfield.
- Adjacent residential development is AR-1 and AR-2; high density single family development nearby on Zittrouer Road and Hwy 30 is zoned R-6 and PD (.15ac lots).
- At the February 13 pre-application meeting, staff provided input on requirements for open space, block length, access management, and utilities.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
  1. A Sketch Plan must be approved before site development plans are submitted.
  2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. All wetland impacts must be approved and permitted by USACE
  5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
  6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- The motion was seconded by Mr. Alan Zipperer, and carried 3-1, with Mr. Brad Smith voting against.
- On April 4, the applicant requested postponement to the May 2 meeting.

### Alternatives

1. **Approve** the request to **rezone** 39.46 acres from **AR-1** to **R-3**, with the following conditions:
  1. A Sketch Plan must be approved before site development plans are submitted.
  2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. All wetland impacts must be approved and permitted by USACE
  5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**

6. A Traffic Impact Assessment must be submitted during the development plan review process, per Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

**2. Deny** the request to **rezone** 39.46 acres from **AR-1** to **R-3**.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

- Attachments:**
- |  |                      |
|--|----------------------|
| 1. Rezoning application and checklist  | 4. Deed              |
| 2. Ownership certificate/authorization | 5. Aerial photograph |
| 3. Plat                                |                      |

**ATTACHMENT A – REZONING AMENDMENT APPLICATION**

Application Date: 01/31/2023

Applicant/Agent: 3 Byrds Development, LLC

Applicant Email Address: mb@mattbyrdhomes.com

Phone # 912-704-6400

Applicant Mailing Address: 122 Canal Street, Suite 108

City: Pooler State: GA Zip Code: 31322

Property Owner, if different from above: \_\_\_\_\_  
*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): \_\_\_\_\_

Phone # \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Property Location: Noel C. Conaway Road (Hwy 30)

Proposed Road Access: Noel C. Conaway Road (Hwy 30)

Present Zoning of Property: AR-1 Proposed Zoning: R-3

Tax Map-Parcel # 03520018 Total Acres: 39.46 Acres to be Rezoned: 39.46

Lot Characteristics: Rectangle in shape

**WATER**

**SEWER**

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: To develop a multi-family community.

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

North AR-1 South R6 East AR-2 West AR-1

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

Currently zoned as AR-1.  
\_\_\_\_\_

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

No.  
\_\_\_\_\_

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

We would like to rezone the property to R-3 and develop a multi-family community with multiple common areas, playgrounds, picnic areas, trails, and a clubhouse.  
\_\_\_\_\_

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

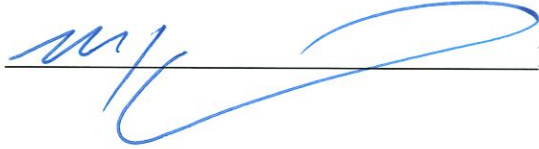
There are multiple R-6 communities alongside Hwy 30, and a R-3 zoned property next to the High School.  
\_\_\_\_\_

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

Similar in use to the two mini R-6 communities across the street on Hwy 30.  
\_\_\_\_\_

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

No.  
\_\_\_\_\_

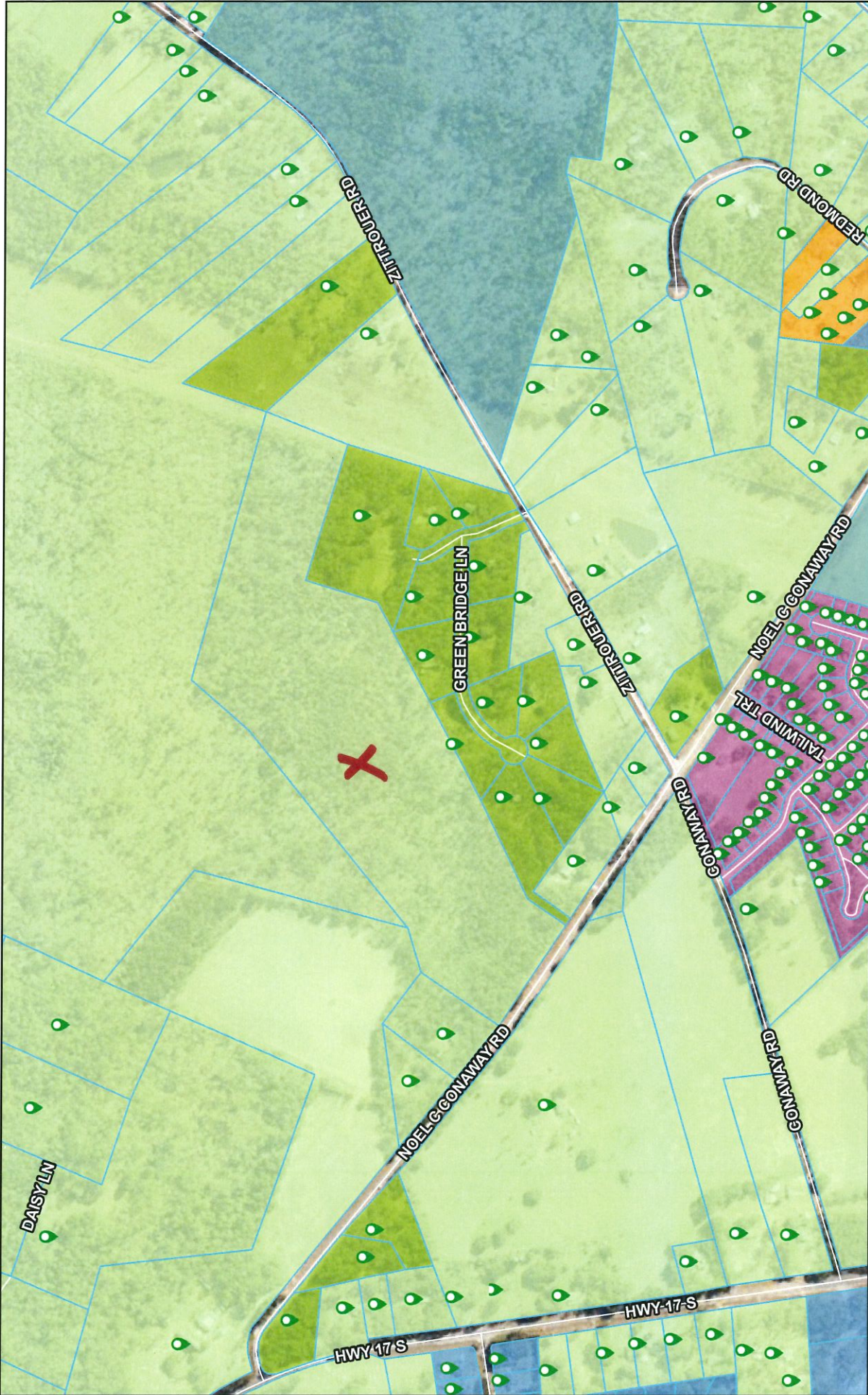
Applicant Signature:  Date 01-31-23







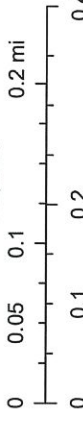
352-18



2/3/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- AR-2
- R-1
- R-4
- R-6 Efn\_fin\_cache
- PD
- AR-1
- Red: Band\_1
- Green: Band\_2

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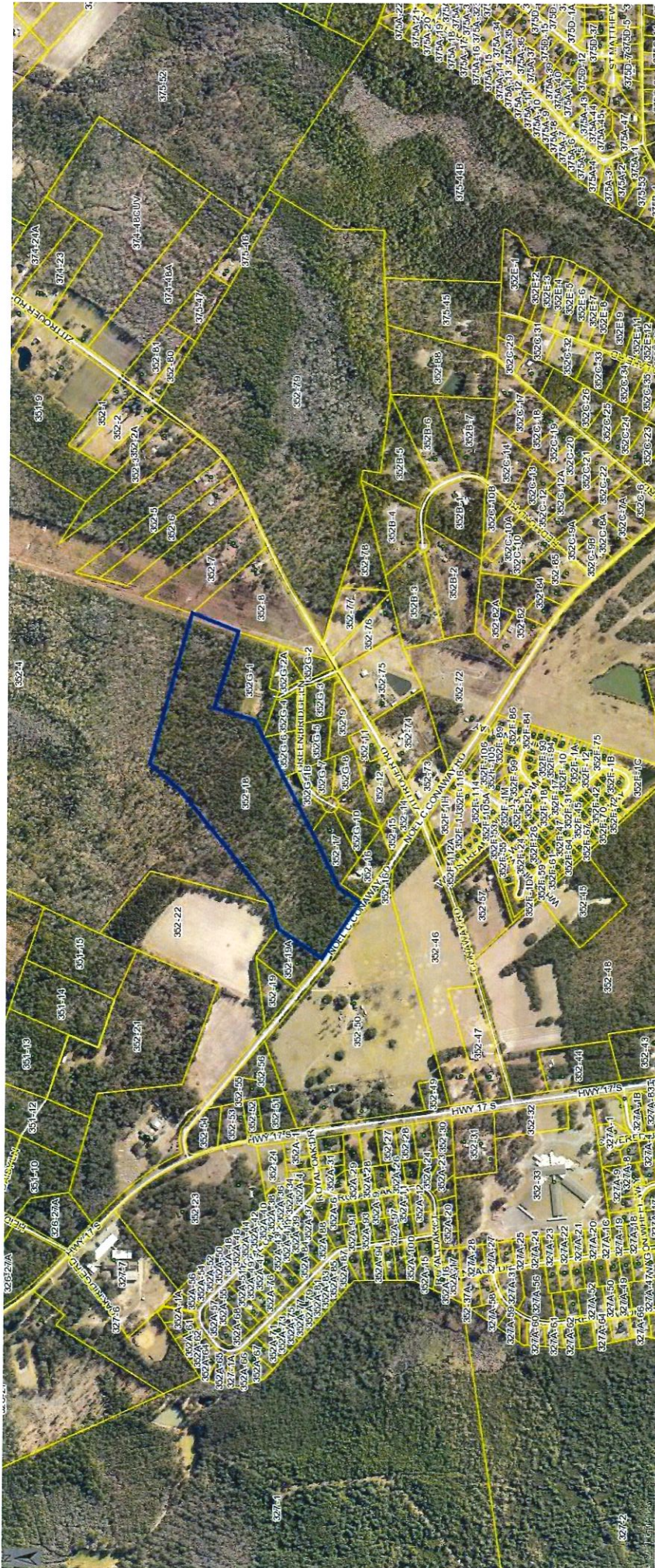
Item XV. 24.

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

676



# 352-18









9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL           

DISAPPROVAL           

Of the rezoning request by applicant **3 Byrds Development, LLC – (Map # 352 Parcels # 18)** from AR-1 to R-3 zoning.

DB

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

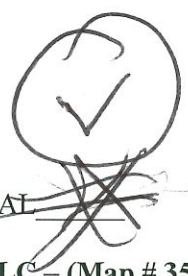
After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ~~XXXXXXXXXX~~

DISAPPROVAL ~~XXXXXXXXXX~~



Of the rezoning request by applicant **3 Byrds Development, LLC** – (Map # 352 Parcels # 18) from AR-1 to R-3 zoning.

- Yes  No? 1. Is this proposal inconsistent with the county's master plan?
- No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- 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?
- 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?
- 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. 3/14/23 ✓



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 **3 Byrds Development, LLC – (Map # 352 Parcels # 18)** from AR-1 to R-3 zoning.

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

one street

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

*Handwritten initials*

Of the rezoning request by applicant **3 Byrds Development, LLC – (Map # 352 Parcels # 18)** from AR-1 to R-3 zoning.

Yes  No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes  No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes  No ? 8. Do other conditions affect the property so as to support a decision against the proposal?



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Teresa Concannon, AICP, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** 3 Byrds Development, LLC requests to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development. Located on Hwy 30. **[Map# 352 Parcel# 18]**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 39.46 acres from **AR-1** to **R-3** to allow for a 213-unit multi-family residential development on Hwy 30.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The R-3 multi-family zoning district allows up to 9 dwelling units per acre, and requires at least 15% of net usable area as common outdoor open space.
- There is a proposed 20' buffer around the perimeter
- The concept plan for the proposed 213-unit townhome development includes covered picnic shelters, a playground, a dog park, and walking trails. There is a proposed 20' buffer around the perimeter of the property. The frontage on Hwy 30 (1.2ac) is proposed for a community site.
- Gross density is 213 units/38.31ac = 5.6 unit/acre. At least 5.5 acres of common open space is required.
- The applicant proposes to extend lines ~1000' to connect to existing water and sewer at Windfield.
- Adjacent residential development is AR-1 and AR-2; high density single family development nearby on Zittrouer Road and Hwy 30 is zoned R-6 and PD (.15ac lots).
- At the February 13 pre-application meeting, staff provided input on requirements for open space, block length, access management, and utilities.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
  1. A Sketch Plan must be approved before site development plans are submitted.
  2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. All wetland impacts must be approved and permitted by USACE
  5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- The motion was seconded by Mr. Alan Zipperer, and carried 3-1, with Mr. Brad Smith voting against.
- On April 4, the applicant requested postponement to the May 2 meeting.

### Alternatives

1. **Approve** the request to **rezone** 39.46 acres from **AR-1** to **R-3**, with the following conditions:
  1. A Sketch Plan must be approved before site development plans are submitted.
  2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. All wetland impacts must be approved and permitted by USACE
  5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

**2. Deny** the request to **rezone** 39.46 acres from **AR-1** to **R-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.  
352-18

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
352-18

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, 3 BYRDS DEVLOPMENT, LLC has filed an application to rezone thirty-nine and forty-six hundredths (39.46) +/- acres; from AR-1 to R-3 to allow for a multi-family residential development; map and parcel number 352-18, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 8, 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 February 22, 2023; and

IT IS HEREBY ORDAINED THAT thirty-nine and forty-six hundredths (39.46) +/- acres; map and parcel number 352-18, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to R-3, with the following conditions:

1. A Sketch Plan must be approved before site development plans are submitted.
2. Future use of the above-referenced property being rezoned shall meet R-3 zoning district requirements.
3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. All wetland impacts must be approved and permitted by USACE
5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
6. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_

STEPHANIE JOHNSON  
COUNTY CLERK

*Item XV. 25.*



## Staff Report

**Subject:** Sketch Plan (Fifth District)  
**Author:** Teresa Concannon, Planning Manager  
**Department:** Development Services  
**Meeting Date:** May 2, 2023  
**Item Description:** **The Carson Company Unlimited, LLC** as Agent for **Cynthia Roberts et al** requests approval of a **sketch plan** for Baker Hill. Located on Old Augusta Road between Chimney Road and Caroni Drive, zoned **AR-1**; proposed zoning **R-3. Map# 476 Parcels# 71,72,78**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for Baker Hill, a 151-unit multifamily development on Old Augusta Road.

### Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.  
*The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- The concept plan for the proposed 143-unit townhome development includes a clubhouse, playground, and common areas. There is a proposed 20' buffer around the perimeter, and a 35' buffer at Old Augusta Road property boundary.
- The parcels are in the Rincon service delivery area. Rincon has declined to provide service. Coastal Water and Sewerage, LLC, has indicated they have capacity to provide water and sewer services.
- Evidence of EPD approval of the additional taps, and of capacity to meet fire flow requirements, will be required during the development plan review process.
- A single entrance to Old Augusta Road is proposed.
- At the February 6, 2023 pre-application meeting, staff provided input on requirements for open space, block length, and utility requirements. If approved, staff will send a Notice to Proceed summarizing requirements and recommendations.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial due to incorrect property boundaries and questions about the adequacy of 20' buffer between the townhomes and neighboring single family residential units. The motion was seconded by Mr. Alan Zipperer, and carried unanimously.
- At the April 4 meeting, the Board of Commissioners tabled the sketch plan to the May 2 meeting, so the applicant could correct the property boundaries on the sketch plan exhibit.
- On April 13, a revised sketch plan was submitted. Gross density increased from 143 units to 151 units/26.68ac=5.8. 15% net usable area = ~4 acres of common outdoor open space includes areas that are not shown as usable common areas. Staff requested clarification of parking spaces and open space.
- On April 19 a second revised sketch plan was submitted. Gross density was reduced by 3 to 148. Open space was reconfigured.
- No parking will be permitted on the proposed pavement width of 24'. 28 overflow parking spaces are provided throughout the development. Open space is provided at the entrance, as well as behind townhouse buildings.

### Alternatives

1. **Approve** the **sketch plan** for Baker Hill, a 151-unit multifamily development on Old Augusta Road.
2. **Deny** the **sketch plan** for Baker Hill.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Sketch Plan Application

**Other Alternatives:** 2

**FUNDING:** N/A

2. Aerial Photograph 3. Sketch Plan

# EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Baker Hill

Name of Applicant/Agent Alice Hurst Phone 912.665.0755

Company Name The Carson Company Unlimited LLC

Address 6636 GA Hwy 215 Rincan, GA 31326

Owner of Record Rosa Jackson & GM Roberts; Georgia May Phone 912.826.2433  
*Gracia Roberts - Executor of estate*

Address 423 Middleground Rd Rincan, GA 31326  
*Roberts*

Engineer Pittman Engineering Co. Phone 912.445.0578

Address 2591 Hwy 17 suite 303 Richmond Hill, GA 31324

Surveyor Glisson Land Surveying Phone 912.826.5283

Address 377 Tucker Road Clayton, GA 30417

Proposed water Coastal water Proposed sewer Coastal water

Total acreage of property 21.68 Acreage to be divided n/a Number of Lots Proposed ~~14~~ 151

Current Zoning AR-1 Proposed Zoning R3 Tax map - Block - Parcel No 047 - ~~600~~ 78  
+ 047 ~~600~~ 72  
047 - 71

Are any variances requested? n/a If so, please describe: \_\_\_\_\_

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

This 7<sup>th</sup> day of February, 2023

Notary Lisa L. Asmus



Alice Hurst  
Applicant

Cynthia Roberts  
Owner

# EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

<b>OFFICIAL USE ONLY</b>	
Subdivision Name: _____	Project Number: _____
Date Received: _____	Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use
<b>(a) Project Information:</b>	
	1. Proposed name of development.
	2. Names, addresses and telephone numbers of owner and applicant.
	3. Name, address and telephone number of person or firm who prepared the plans.
	4. Graphic scale (approximately 1"=100') and north arrow.
	5. Location map (approximately 1" = 1000').
	6. Date of preparation and revision dates.
	7. Acreage to be subdivided.
<b>(b) Existing Conditions:</b>	
	1. Location of all property lines.
	2. Existing easements, covenants, reservations, and right-of-ways.
	3. Buildings and structures.
	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	6. Natural or man-made watercourses and bodies of water and wetlands.
	7. Limits of floodplain.
	8. Existing topography.
	9. Current zoning district classification and land use.
	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>	
	1. Layout of all proposed lots.
	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	3. Proposed zoning and land use.
	4. Existing buildings and structures to remain or be removed.
	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	6. Proposed retention/detention facilities and storm-water master plan.

	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	8. Water distribution infrastructure master plan.

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

This 7<sup>th</sup> day of February, 2023.

[Signature]  
Notary

[Signature]  
Applicant

[Signature]  
Owner









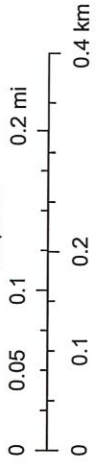
476-71,72,&78

Item XV. 26.



3/7/2023

1:9,028



- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- AR-2
- R-4
- AR-1
- R-1
- R-3
- I-1
- B-2
- B-3
- Redi: Band\_1
- Efn\_fin\_cache

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap  
 USGS, METINASA, EPA, USDA



# 476D-71, 72, & 78



Item XV. 26.



March 6<sup>th</sup>, 2023

Jason Bryant, P.E.  
Pittman Engineering  
2591 Hwy 17S, Suite 303  
Richmond Hill, GA 31324

Dear Mr. Bryant,

I am pleased to provide you with a review of the sketch plan submitted under the cover of 'Baker Hill Tract', which can be found below.

**Site Plan Review**

Submittal Documents                      Sketch Plans.....*Feb. 2023*

General:

1. The minimum and maximum block lengths, as defined by the Effingham County Subdivision Ordinance, are not met by the proposed design.
2. The access drive connecting to Old Augusta Rd must follow the Effingham County Access Management Policy. For the access to Old Augusta Rd, the Chapter 3 of the GDOT 'Regulations for Driveway and Encroachment Control' shall be used. The proposed access may need to be relocated/revised based on traffic/access management standards.
3. On street parking requires a minimum pavement width of 28 ft if being provided on one side of the street.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Teresa Concannon, Planning Manager - Effingham County  
Chelsie Fernald, Planner - Effingham County  
Liberto Chacon, PE, Sr. Vice President - EOM



# REVISED SKETCH PLAN SUBMITTED APRIL 13



Know what's below.  
Call before you dig.

811  
CALL BEFORE YOU DIG

SCALE: 1" = 30'-0"

**5.5.1.1** Setbacks, subject to the following requirements:

- A. A five-foot minimum setback shall be provided for all buildings.
- B. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- C. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- D. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.

**5.5.1.2** Setbacks, subject to the following requirements:

- A. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- B. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- C. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.

**5.5.1.3** Setbacks, subject to the following requirements:

- A. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- B. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- C. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.

**5.5.1.4** Setbacks, subject to the following requirements:

- A. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- B. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.
- C. The setback for a building shall be the maximum of the setbacks required by the following:
  - 1. The setback required by the zoning ordinance.
  - 2. The setback required by the subdivision ordinance.
  - 3. The setback required by the local government.
  - 4. The setback required by the local government.

**EXHIBIT**

Project No. 21-248  
 Drawn By: JLB  
 Checked By: JLB  
 Scale: 1"=30'  
 Date: 1/29/21

**CONCEPTUAL MASTER PLAN**

**BAKER HILL TRACT**  
 EFFINGHAM COUNTY, GA

Prepared For  
**THE CARSON COMPANY**

**PITTMAN ENGINEERING**

2591 Hwy 178 Suite 303  
 Richmond Hill, GA 31324  
 912-445-0578  
 www.PittmanEngineeringCo.com

**PRELIMINARY**

REV.	REVISIONS	BY	DATE

# Revised Sketch Plan Submitted April 19, 2023



