(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

March 19, 2024 – 5:00 PM

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

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

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

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

Agenda

Watch us live on our YouTube page:

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

I. Call to Order

II. Roll Call

III. Invocation

IV. Pledge to the American Flag

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

VI. Minutes

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

VIII. Correspondence - the agenda packet for this meeting is posted on the county's website. Any additional documentation presented at the meeting shall be submitted to the Clerk for receipt recording and distribution to the Board *(please do not distribute on your own volition)*

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

1. **[2024-122 Agreement]**

   Consideration to approve to renew a Memorandum of Understanding between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events

2. **[2024-123 Agreement]**

   Consideration to approve to renew a Technical Service Support Agreement with Stryker

3. **[2024-124 Proposal]**

   Consideration to approve to ratify and affirm a Proposal for additional Scope of Work with Weston and Sampson for the HMP Update

4. **[2024-125 Agreement]**

   Consideration to approve a Location agreement with the Historic Effingham Society for the use of the "Early Street House" located at 204 Early Street for the Old Days in Effingham annual event

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

1. **[2024-092 Second Reading]**

   Consideration to approve the Second Reading of an Ordinance to amend **Part II - Official Code, Appendix C - Article V - Table of Permitted Uses** of the Effingham County Code of Ordinances *(approved 1st reading, 03/05/2024)*

2. **[2024-093 Second Reading]**

   Consideration to approve the Second Reading of an Ordinance to amend **Chapter 62-Signs** of the Effingham County Code of Ordinances *(approved 1st reading, 03/05/2024)*

3. **[2024-113 Second Reading]**

   Consideration to approve a Second Reading of an application by **James Dasher** as agent for **Lain Nolan Earl Jr**. to **rezone** 185 acres located at **311 Earl Lain Road** from **AR-1 to R-5** to allow for a residential development. **Map# 435 Parcel# 19** in the **Second District** *(1st reading approved, 03/05/2024)*

4. **[2024-115 Second Reading]**

   Consideration to approve the Second Reading of an application by **Kevin Forbes** as agent for **T&T Exley Properties/ Thomas and Hutton Engineering Co.** to **rezone** 1051 acres located on **Highway 21** from **PD to PD** to allow for the amendment of a Planned Development. **Map# 446D Parcel# 6, 9, & 11** in the **Second District** *(approved 1st reading, 03/05/2024)*

5. **[2024-118 Public Hearing]** *Chelsie Fernald*

   The Planning Board recommend **approving** an application by **Penny West** to **rezone** 5 acres located at **3768 Old Dixie Highway South** from **AR-1 to AR-2** to allow for new home sites. **Map# 339 Parcel# 6** in the **Third District** *(postponed,03/05/2024)*

6. **[2024-119 Second Reading]**

   Consideration to approve the Second Reading of an application by **Penny West** to **rezone** 5 acres located at **3768 Old Dixie Highway South** from **AR-1 to AR-2** to allow for new home sites. **Map# 339 Parcel# 6** in the **Third District** *(postponed,03/05/2024)*

XI. New Business

1. **[2024-126 Presentation]**

   Presentation of the Fiscal Year 2023 audited financial report by Lanier, Deal & Proctor

2. **[2024-127 Audit]** *Mark Barnes*

   Consideration to approve to transmit the Fiscal year 2023 audited annual financial report to the State of Georgia

3. **[2024-128 Agreement]** *Sarah Mausolf*

   Consideration to approve an amendment to the Administrative Services Agreement with Meritain Health, Inc.

4. **[2024-129 Sketch Plan]** *Samantha Easton*

   Staff recommends approval for an application by Alec Metzger, for a **Sketch Plan** located on Noel C. Conaway Road, for "Buckingham Plantation Phase 3" zoned R-6 **Map# 375 Parcels# 50** in the **Second District**

5. **[2024-130 Resolution]** *Alison Bruton*

   Consideration to approve Resolution# 024-015 for the surplus of various items

6. **[2024-131 Proposal]** *Alison Bruton*

   Consideration to approve a Proposal from Vertiv Services for UPS Maintenance Agreement

7. **[2024-132 Contract]** *Alison Bruton*

   Consideration to approve an Intergovernmental Contract with Savannah Economic Development Authority for Effingham County's participation in a Housing Needs Assessment

8. **[2024-133 Contract]** *Alison Bruton*

   Consideration to approve Contract 23-ITB-051 with McLendon Enterprises for the Hodgeville Resurfacing Project

9. **[2024-134 Agreement]** *Alison Bruton*

   Consideration to approve a Field Practicum Agreement with the National Medical Education & Training Center to allow students to obtain clinical hours through EMS

10. **[2024-135 Policy]** *Greg Hood*

    Consideration to approve a Standards of Operating Policy and Procedure Manual for the Office of Code Enforcement

11. **[2024-136 Contract]** *Tim Callanan*

    Consideration to approve to amend the Purchase and Sale Contract with Larry B. Saxon Jr. to reduce the sale price for a parcel identified as **Map# 301 Parcel# 32** in the **First District**

XII. Reports from Commissioners & Administrative Staff

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

XIV. Adjournment

Staff Report

Subject: Approval for the renewal of an MOU between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events
Author: Alison Bruton, Purchasing Agent, Wanda McDuffie, EMS Director
Department: Purchasing and EMS
Meeting Date: 3/19/24
Item Description: MOU Renewal with BOE for Ambulance Services at BOE Events

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The Board of Education needs ambulance coverage for home football games, band competitions and graduation. The County has provided coverage for these events since 1980. The BOE has a set rate that they pay the personnel. The County uses one of the spare ambulances at no charge. In the event that a patient is transported from one of the events, that patient is billed for the services.
- The amendment increases the rate paid for EMS technicians present at each home football game from $85.00 to $90.00 per hour for a three (3) hour period for each technician. The rate paid for EMS technicians present at the Coastal Empire Classic (Marching Band Competition) shall be increased from $190.00 to $200.00 for the event per technician, with the event lasting between eight (8) and ten (10) hours.
- The amendment also extends the agreement for three (3) school years from 2023-2026.

Alternatives for Commission to Consider

1. Approve Amendment 1 for the renewal of an MOU between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events.
2. Do not approve the MOU.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing and EMS

Funding Source: No funds required

Attachments: MOU

MEMORANDUM OF AGREEMENT

BETWEEN

EFFINGHAM COUNTY BOARD OF EDUCATION

AND

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

This Agreement is made and entered into this 4th day of August, 2020, by and between Effingham County Board of Education and Effingham County Board of Commissioners for the provision of services below.

Responsibilities of Effingham County Board of Education:

1. **"Home" Football Games at ECHS and SEHS**

   a. The Effingham County Board of Education shall provide payment to EMS technicians for their presence at ECHS and SEHS "Home" football games. Two technicians shall be present at each home football game.
   b. Each technician will be paid at a rate of $85.00 for three (3) hours of work per game.
   c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the Tuesday following each home football game in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

2. **Coastal Empire Classic (Marching Band Competition)**

   a. The Effingham County Board of Education shall provide payment to two (2) EMS technicians for their presence at the Coastal Empire Classic.
   b. Each technician will be paid $190.00 for their work at the event.
   c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the

Tuesday following the event in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

Responsibilities of Effingham County EMS:

1. **"Home" Football Games at ECHS and SEHS**

   a. Effingham County EMS technicians shall be available at ECHS and SEHS "Home" football games to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at each school's home football games.
   b. Technicians shall begin work at 7:00 p.m. and end work at 10:00 p.m. Each technician will be paid $85.00 for three (3) hours work per home football game.
   c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted by the Tuesday following each home game in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

2. **Coastal Empire Classic (Marching Band Competition)**

   a. Effingham County EMS technicians shall be available at the Coastal Empire Classic to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.
   b. Technicians shall work during the hours of the event and be paid accordingly. The approximate number of hours for the event is normally eight (8) to ten (10) hours. Each technician will be paid $190.00 for the event.
   c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted

by the Tuesday following the event in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week.

3. Graduation

Effingham County EMS technicians shall be available at South Effingham High School and Effingham County High School for graduation ceremonies to provide services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.

4. Liability

The Effingham County EMS shall cover all EMS employees working in the performance of their duties at the above events in the event of injury.

5. Termination of Agreement

The initial term of this agreement shall be for the 2020-21 school year. Unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2021, this Agreement shall automatically renew for the 2021-22 school year, and if this Agreement has so renewed, unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2022, this Agreement shall automatically renew for the 2022-23 school year.

Wesley M. Cobb Date 08/18/2020 ~~08/08/2020~~

Effingham County Board of Commissioners

Gary J. Ford Date 8/4/2020

Effingham County School Superintendent

Amendment No. 1 to the
Memorandum of Agreement for EMS Services
Executed August 4, 2020
between
Board of Commissioners of Effingham County
and
Effingham County Board of Education

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 21st day of March, 2023 by and between the **County of Effingham** ("COUNTY") and **Effingham County Board of Education.**

WHEREAS, THE COUNTY and Effingham County Board of Education entered into a Contract dated August 4, 2020 for EMS Services for certain sporting events and marching band events (as amended, the "Contract"); and

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

NOW, THERFORE, in consideration of the foregoing and of the mutual promises in the Contract, 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: The contract shall renew for a period of three (3) school years, 2023-2024, 2024-2025, and 2025-2026.

2. Fee: The rate paid for EMS technicians present at each home football game shall be increased from $85.00 to $90.00 per hour for a three (3) hour period for each technician. The rate paid for EMS technicians present at the Coastal Empire Classic (Marching Band Competition) shall be increased from $190.00 to $200.00 for the event per technician, with the event lasting between eight (8) and ten (10) hours.

3. Except as specifically set forth herein, all other terms and provisions of the Memorandum of Understanding 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.

Effingham County Board of Education

By: Nancy J. Ford

Printed Name: Nancy Ford

Title: Superintendent

Dated: 3/10/23

Effingham County Board of Commissioners

By: [signature]

Printed Name: ~~Wesley Corbitt~~ Phil Kieffer

Title: ~~Chairman~~ Vice Chair

Dated: 03/21/2023

Staff Report

Subject: Renewal of a Technical Service Support Agreement with Stryker.
Author: Alison Bruton, Purchasing Agent
Department: Purchasing / EMS
Meeting Date: 3/19/2024
Item Description: Consideration to Renew a Technical Service Support Agreement with Stryker for EMS equipment.

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- Stryker has proposed a three-year service agreement for all of the covered equipment and pro-rated pricing on newer products to create a coterminous end date for ease of renewal in the future.
- The total for the three-year Service Agreement is $42,279.13 (annual payments of $14,093.04.)

Alternatives for Commission to Consider

1. Board approval of the renewal of the technical services support agreement.
2. Do not approve the technical services support agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EMS

Funding Source: EMS Budget

Attachments:

1. Agreement

ProCare Services

stryker

Sales Rep Name: Laura Persons
ProCare Service Rep: Dan Godwin

3800 E. Centre Ave
Portage, MI 49009

Date: 3/9/2023
ID #: 230309143332

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1295905
Account Name Effingham County EMS
Account Address 285 W First St Ext
City, State Zip Springfield, GA 31329

Name: Wanda McDuffie
Title: Director
Phone: (912) 663-1747
Email: wmcduffie@effinghamcounty.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	6252	Stair Chair	1810010000249	EMS Prevent NB	1	1Yr 11.5Months				$567.92
2	6506	Power Cots	2110020700298	EMS Prevent NB	1	1.11	Start 11/20/2023			$1,371.90
3	6506	Power Cots	2206020700030	EMS PM Only	1	1Yr 11.5Months				$610.00
4	6506	Power Cots	2206020700147	EMS PM Only	1	1Yr 11.5Months				$610.00
5	6506	Power Cots	171241725	EMS Prevent NB	1	1Yr 11.5Months				$2,308.88
6	6506	Power Cots	171241727	EMS Prevent NB	1	1Yr 11.5Months				$2,308.88
7	6506	Power Cots	180140670	EMS Prevent NB	1	1Yr 11.5Months				$2,308.88
8	LUCAS	LUCAS	35173722	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				$1,927.00
9	LUCAS	LUCAS	35174078	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				$1,927.00
10	LUCAS	LUCAS	35174157	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				$1,927.00
11	LUCAS	LUCAS	35174478	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				$1,927.00
12	LUCAS	LUCAS	35174479	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				$1,927.00
13	LUCAS	LUCAS	3520r528	LUCAS Prevent Onsite NB	1	1Yr 11.5Months				$1,927.00
14	6252	Stair Chair	1911010000077	EMS Prevent NB	1	1Yr 11.5Months				$567.92
15	6506	Power Cots	2111020700021	EMS Prevent NB	1	1Yr 11.5Months				$2,132.03
16	6506	Power Cots	2206020700064	EMS PM Only	1	1.11	Start 11/20/2023			$1,371.90
17	6506	Power Cots	171241724	EMS Prevent NB	1	1Yr 11.5Months				$2,308.88
18	6506	Power Cots	171241726	EMS Prevent NB	1	1Yr 11.5Months				$2,308.88
19	6506	Power Cots	171241728	EMS Prevent NB	1	1Yr 11.5Months				$2,308.88
20	LP15	LifePak 15	44097113	LP15 Prevent Onsite NB	1	1Yr 11.5Months				$2,848.88
21	LP15	LifePak 15	44095507	LP15 Prevent Onsite NB	1	1Yr 11.5Months				$2,848.88
22	LP15	LifePak 15	44063925	LP15 Prevent Onsite NB	1	1Yr 11.5Months				$2,848.88
23	LP15	LifePak 15	44094849	LP15 Prevent Onsite NB	1	1Yr 11.5Months				$2,848.88
24	LP15	LifePak 15	44095553	LP15 Prevent Onsite NB	1	1Yr 11.5Months				$2,848.88
25	LP15	LifePak 15	49239547	LP15 Prevent Onsite NB	1	1Yr 11.5Months				$2,848.88

PROGRAM INCLUDES:

EMS Prevent NB:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS PM Only:

*Includes 1 annual PM only.

LP15 Prevent Onsite NB:

ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel - does not include batteries

LUCAS Prevent Onsite NB:

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel - does not include batteries

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	$49,740.23
Annual Payments $14,093.04	Discount	15%
See below for complete payment schedule	**FINAL TOTAL**	**$42,279.20**

Start Date: 7/1/2023
End Date: 6/15/2025

Kim Haines — 8/7/2023
Stryker Signature — Date

Wesley M. Corbitt — April 4, 2023
Customer Signature — Date

Wesley Corbitt, Chairman

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at **https://techweb.stryker.com**
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

Date	Payment	Int Paid	Prin. Remaining	Balance
Starting Balance				**$ 42,279.13**
7/1/2023	$ 14,093.04	$ -	$ 28,186.09	$ 28,186.09
7/1/2024	$ 14,093.04	$ -	$ 14,093.04	$ 14,093.04
7/1/2025	$ 14,093.04	$ -	$ -	$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6252	1810010000249	EMS Prevent NB
2	6506	2110020700298	EMS Prevent NB
3	6506	2206020700030	EMS PM Only
4	6506	2206020700147	EMS PM Only
5	6506	171241725	EMS Prevent NB
6	6506	171241727	EMS Prevent NB
7	6506	180140670	EMS Prevent NB
8	LUCAS	35173722	LUCAS Prevent Onsite NB
9	LUCAS	35174078	LUCAS Prevent Onsite NB
10	LUCAS	35174157	LUCAS Prevent Onsite NB
11	LUCAS	35174478	LUCAS Prevent Onsite NB
12	LUCAS	35174479	LUCAS Prevent Onsite NB
13	LUCAS	3520r528	LUCAS Prevent Onsite NB
14	6252	1911010000077	EMS Prevent NB
15	6506	2111020700021	EMS Prevent NB
16	6506	2206020700064	EMS PM Only
17	6506	171241724	EMS Prevent NB
18	6506	171241726	EMS Prevent NB
19	6506	171241728	EMS Prevent NB
20	LP15	44097113	LP15 Prevent Onsite NB
21	LP15	44095507	LP15 Prevent Onsite NB
22	LP15	44063925	LP15 Prevent Onsite NB
23	LP15	44094849	LP15 Prevent Onsite NB
24	LP15	44095553	LP15 Prevent Onsite NB
25	LP15	49239547	LP15 Prevent Onsite NB

Purchase Order Form

stryker

Account Manager

Cell Phone

Purchase Order Date

Expected Delivery Date

Stryker Quote Number 230309143332

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	0
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1295905
Company Name	Effingham County EMS
Contact or Department	Wanda McDuffie
Street Address	285 W First St Ext
Addt'l Address Line	
City, ST ZIP	Springfield, GA 31329
Phone	(912) 663-1747

Authorized Customer Initials

Authorized Customer Initials

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name

Email

Phone

Stryker Terms and Conditions
https://techweb.stryker.com

Authorized Customer Signature

Printed Name Wesley Corbitt

Title Chairman at Large

Signature Wesley M. Corbitt

Date April 4, 2023

Attachment **Stryker Quote Number** 230309143332

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

stryker

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
    - If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
    - Stryker will continue to offer contractual service on a yearly basis only

    - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections

    - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Staff Report

Subject: Affirm and Ratify an additional scope of work with Weston and Sampson for the HMP Update
Author: Clint Hodges, EMA Director
Department: 20-EMA
Meeting Date: 03/19/2024
Item Description: Consideration to Affirm and Ratify an additional scope of work for the Hazard Mitigation Plan Update

Executive Summary/Background:

1. Effingham County contacted with Weston and Sampson to produce the Hazard Mitigation Plan Update contractors submitted the plan to GEMA for initial comments in October 2023. After submission for final approval, GEMA returned with comments regarding additional FEMA requirements in February 2024.

2. Due to the additional scope of work required by GEMA/FEMA, staff are requesting approval to ratify/affirm the agreement with Weston and Sampson.

Options/Alternatives for Commission to Consider:

Recommended: Approval to Affirm and Ratify an additional scope of work with Weston and Sampson

Other Alternative(s): Deny

Department Review: EMA

Funding Source: $9,700

Attachments: Scope of Work Agreement

Weston & Sampson
3955 Faber Place Drive, Suite 200, North Charleston, SC 29405
Tel: 843.881.9804

March 1, 2024

Mr. Clint Hodges
EMA Director/Fire Chief
Effingham County
804 S Laurel Street
Springfield, Georgia 31329

(Sent via email to: CHodges@EffinghamCounty.org)

Re: **Continued Hazard Mitigation Plan Update Services to meet the heightened 2023 FEMA Local Plan Requirements**

Dear Chief Hodges:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to submit this proposal to Effingham County. This agreement provides continued services for the Multi-Jurisdictional Hazard Mitigation Plan Update to meet the US Federal Emergency Management Agency's updated guidelines for local hazard mitigation plans, effective in 2023, after the date of our original agreement in October of 2022. This proposal specifically focuses on responding to the State of Georgia's (GEMA) comments to prepare the plan for submission to FEMA, taking into consideration the new federal standards.

Scope of Services

Weston & Sampson will assist the County by continuing hazard mitigation plan services in response to comments received by GEMA, as additional information relevant to new federal plan requirements is needed. Specifically, Weston & Sampson staff will continue updating the compiled draft document presented to Effingham County and GEMA on October 26, 2023. **Please note that each listed task also includes time allocated for integration into the existing document with formatting, table and graphic updates.**

Task to meet new 2023 FEMA Requirements	FEMA Element	Hours to Complete	Fee
Inland and Coastal Flooding Extent and Probability of Future Events, Wildfire	B1-c,B1-e	43	6,200
Impacts of Hazards on Vulnerable Populations, Expanded Stakeholders	B2-a, A2-a	10	1,500
NFIP Substantial Damage Provisions, Repetitive Loss Specification	C2-a, B2-c	4	500
Funding Sources / Update Mitigation Spreadsheets, Worksheets	C5-b	10	1,500
Totals			$9,700

Fee

We propose to complete this project on a time-and-materials basis in accordance with our attached general terms and conditions. We recommend that the County add **$9,700** to the existing $19,500 for the proposed services. This will establish a total of $29,200. If additional work is requested, we propose to complete it under a separate authorization. We anticipate that such work will be authorized in writing (e.g., by email) by the County prior to initiation.

Proposed Schedule

Weston & Sampson anticipates having completed edits to meet GEMA's review completed within 15-20 business days of this signed agreement.

If you agree with the above scope of services, please sign as indicated both below. If we can be of any assistance to you, please feel free to contact me at 912-996-3881 or by e-mail at lewis.jeannie@wseinc.com.

Sincerely,

Jeannie Lewis

Jeannie Lewis
Senior Project Manager
WESTON & SAMPSON ENGINEERS, INC.

Anthony Zerilli

Senior Team Leader
ACCEPTED FOR:

Effingham County, GA

By Its: County Manager

Signature:

Date: 03/04/2024

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated 03/01/24 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.

2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement thereforeWESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.

3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of $50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.

5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the

negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.

7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

   a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

   b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

   c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.

   d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.

   e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.

   f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

   g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.

   h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.

   i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.

   j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such

suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants, and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of South Carolina shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.

12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable die to the COVID-19 pandemic, or if mutually agreed upon between the parties.

13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order,

requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

19. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

Effingham County Board of Commissioners
OWNER Name

03/04/2024
Signature Date

Timothy Callaway, County Manager
Printed Name and Title

Staff Report

Subject: **Historic Effingham Society Location Agreement**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 03/19/2024
Item Description: Consideration to approve a Location Agreement with the Historic Effingham Society for the use of the Early Street House for the "Old Days in Effingham" annual event.

Summary Recommendation:
Staff recommends approval of the request.

Executive Summary:
A request was received from Ms. Beverly Poole with the Historic Society of Effingham for the use of the Early Street House. The date of the event is Saturday, April 20, 2024. This location agreement was previously prepared by the County Attorney.

Background:
This is an annual festival orchestrated by the Historic Effingham Society. This function is an all-day event consisting of a flower and art show, food and craft vendors, games and music.

Alternatives for Commission to Consider:

1. Approve the Location Agreement and allow the Historic Effingham Society the use of the Early Street House.
2. Do not approve the Location Agreement or allow the Historic Effingham Society the use of the Early Street House

Recommended Alternative: Staff recommends Alternative 1

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

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

Attachments:

1. Location Agreement

Effingham County Georgia
Board of Commissioners

LOCATION AGREEMENT

This Location Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Historic Effingham Society and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, County owns the building located at 204 Early Street, (hereinafter referred to as the "Site"); and

WHEREAS, Historic Effingham Society wishes to utilize the Site for the purpose of a Community festival and

WHEREAS, the Parties wish to set forth the terms and conditions upon which HES shall be permitted to utilize the Site for its Show; and

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

1. **Grant and Release.** The County owns the Site and hereby grants Historic Effingham Society permission to use the Site in the manner and during the term hereinafter specified. Historic Effingham Society accepts the Site "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. Historic Effingham Society releases County from any and all claims, demands, or causes of action which Historic Effingham Society, 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 the Site. HES further agree to indemnify and hold County harmless for any injury to Historic Effingham Society's employees and agents while on the Site.

2. **Term.** HES shall have use of the Site on April 20, 2024 from the hours of 8:00 a.m. to 6:00 p.m. (hereinafter called the term of this agreement). The use of the Site shall not be longer than 12 hours. Historic Effingham Society shall have no right at any other time to use the Site for its Show or any other purpose. However, the parties may alter the date and/or time by agreement in writing.

3. **Payment.** Historic Effingham Society shall pay $ 25 for the use of the Site. This fee shall only provide for the use of the Site and for no other purposes, acts, or duties.

4. **Restrictions on Use.** Historic Effingham Society's permission to conduct its Show at the Site shall extend only to those activities described herein and Historic Effingham Society agrees to the following conditions and limitations:
   (a) Preparation for its Show and cleanup of the Site following its Show shall be the sole responsibility of Historic Effingham Society. Historic Effingham Society agrees that it will, following its use of the site, and before leaving the Site, restore same to as good a condition as existed prior to such use by HES.
   (b) Historic Effingham Society shall not cause or permit any illegal activity to be conducted upon the Site.

(c) Historic Effingham Society shall make no changes or alterations to the Site without prior written consent of the County. Historic Effingham Society shall be responsible for any damages to the Site resulting from use or occupancy thereof by itself, its agents, servants, or invitees and shall repair any damage to the Site prior to vacating the Site.

(d) Historic Effingham Society may put up appropriate props and scenery at the Site, however, all props and scenery must be put up in such a manner that no damage will be caused to the Site.

5. **Protection Against Accident to Employees and the Public.** Historic Effingham Society shall at all times exercise reasonable precautions for the safety of County employees and others on or near the Site and shall comply with all applicable provisions of Federal, State, County, and Municipal safety laws.

6. **Laws and Ordinances.** Historic Effingham Society shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect Historic Effingham Society or the work, and shall indemnify and hold harmless the County against any claim arising from the violation of any such laws, ordinances and regulations whether by Historic Effingham Society or its employees or agents.

7. **Indemnification.** Historic Effingham Society shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the Site by Historic Effingham Society arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of the Party, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of the Society on the Site.

8. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, Historic Effingham Society shall be responsible for any and all damage related in any manner to its use of the Site.

9. **Assignment and Subletting.** Historic Effingham Society shall not assign or sublet this Agreement.

10. **Termination.** After notification by County to the Society of violations of any the provisions set forth in this Agreement, Historic Effingham Society shall remedy the violation and/or prevent its reoccurrence. Historic Effingham Society agree that in the event it fails, without delay, to remedy a violation or if they allow a violation to reoccur, the County may immediately terminate this agreement. In the event of such termination, Historic Effingham Society shall immediately proceed to vacate the Site and return it to its condition prior to the Society's use. Historic Effingham Society agree that its failure to do so shall be deemed a criminal trespass.

11. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.

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

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

Effingham County Board of Commissioners:

ATTEST:

_____

Wesley M. Corbitt, Chairman

_____

Stephanie D. Johnson, County Clerk

Date: _____

Applicant:

By: Beverly Poole

Its: Agent

Date: 3-6-24

Staff Report

Subject: **Table of Permitted Uses**
Author: Steve Candler
Department: Development Services
Meeting Date: March 19, 2024
Item Description: Consideration of an **amendment** to the Code of Ordinances **Part II; Appendix C, Article V – Table of Permitted Uses**

Summary Recommendation

The Board of Commissioners approved a significant amendment to the Table of Permitted Uses in November of 2023. These amendments proposed tonight eliminate any further conflicts in the zoning ordinance and allow for an expansion of existing uses.

Executive Summary/Background

The amendment includes the following changes:

- Ready Mix Concrete Plant: Currently I-1, move to I-2
- Add an R-2 column in residential to include attached townhomes and duplexes
- Add tiny homes as a conditional use in the R-4
- Remove rural business use from the PD zoning district
- Add rural business as a conditional use in AR-1 and AR-2 zoning districts
- Delete from the Retail Category-Plant Gardens and Outdoor Nurseries
- Delete all commercial agricultural from the AR-2
- Insert the land use Airfields as a conditional use in AR-1
- Add Food Processing to B-3 zoning district as a conditional
- Add land use golf courses as a conditional use in R-1 R-2, R-3, R-4, R-5, PD-R and a permitted use in B-1, B-2 and B-3

Alternatives

Approve an **amendment** to the Code of Ordinances **Part II; Appendix C; Article V – Table of Permitted Uses**

Deny an **amendment** to the Code of Ordinances **Part II; Appendix C; Article V – Table of Permitted Uses**

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

Department Review: Development Services, Planning Board **FUNDING:** N/A

Attachments: N/A

	Residential								Commercial			Mixed	Industrial		Special		Use-Specific Standards
	AR-1	**AR-2**	**R-1**	**R-2**	**R-3**	**R-4**	**R-5**	**R-6**	**B-1**	**B-2**	**B-3**	**MXD**	**LI**	**HI**	**FH**	**CP**	
Residential																	
Single-Family																	
Single Family Detached	P	P	P	P			P	P				P			C	C	
Single Family Attached				P	P	P		P				P			C	C	
One Additional Single-Family Detached Dwelling	P	P	C					P				P			C	C	
Disaster Emergency Housing	P	P	C		P	P	P	P				P					
Tiny Home (Single Family)	P																
Multi-Family																	
Apartments					P	P											
Duplexes				P	P	P	P	P				P					
Townhomes (Attached)				P	P	P	P	P				P					
Tiny Home (Subdivision)						C											
Cluster Development					P	P	P	P				P					
Senior Care Housing					P	P	P	P				P					
Manufactured Housing																	
Mobile Homes	P	P			P	P	P	P				P			P	P	
Manufactured Homes	P	P			P	P	P	P				P			P	P	
Mobile Home Parks						P						P					
Mobile Home Subdivisions	C					P						C					
Group Living																	
Domestic Violence Shelter	C	C										C					
Fraternity/Sorority	P	C															
Religious Housing	P	P	P		P	P	P	P				P					
Transitional Housing	C	C			P	P	P	P				P					
Youth Home	P	P			C							C					
Agriculture																	
Commercial Greenhouses	P								C	P	P	C			P	P	
Commercial Agricultural-Crop Production	P														P	P	
Commercial Agricultural-Livestock Production	P											C			P	P	
Agritourism	P														P	P	
Wildlife Sanctuary	P											C			P	P	
Plant Nurseries	P								P	P	P	C			P	P	
Apiary	P	C							C	P	P				P	P	
Commercial																	
Lodging																	
Hotel/Motel up to 75 Rooms									C	P	P	P					
Hotel/Motel over 75 Rooms									P	P	P	P					
Bed and Breakfast	C	C										C			C	C	
RV Park	C					P										C	
Campground (Tents and Campers less than 25ft)	C					P										P	
Short Term Vacation Rental	P	P					P	P			P						
Services																	
Banks									P	P	P	P					
Automated Bank Tellers (Stand Alone)	C								P	P	P	P					
Dentist									P	P	P	P					
Doctor (All Specialties)									P	P	P	P					
Urgent Care	C								P	P	P	P					
Orthodontist									P	P	P	P					
Optometry									P	P	P	P					
Physical Therapy									P	P	P	P					

	Residential								Commercial			Mixed	Industrial		Special		Use-Specific Standards
	AR-1	**AR-2**	**R-1**	**R-2**	**R-3**	**R-4**	**R-5**	**R-6**	**B-1**	**B-2**	**B-3**	**MXD**	**LI**	**HI**	**FH**	**CP**	
Pharmacy									P	P	P	P					
Pharmacy for Medical Cannabis Dispensary or Medical Marijuana Dispensary	C								P	P	P	P					
Mortician-Mortuary	C								C	C	P	P					
Counseling	C	C							P	P	P	P					
Vetinarians	P	P							P	P	P	C	P	P			
Animal Services-Not Vetinarians	C									P	P	C	C				
Retail																	
Butcher Shop with Abattoir	C										C	C	P				
Butcher Shop without Abattoir	P								P	P	P	C					
Retail - Building Supplies										P	P	P	P				
Retail - General									P	P	P	P	P				
Repair Shop									C	P	P	P	P				
Rural Business	C	C							P	P	P		P				
Automotive Sales, Service, and Storage										C	C	C	C				
Boat Sales and Repairs											C	C	P				
Convenience Store (No Gas Pumps)	C								P	P	P	P					
Dry Cleaning Outlets									P	P	P	P					
Florist (Wholesale/Retail)									P	P	P	P					
Commercial EV Charging Stations (Wholesale)										C	P	P	P				
Gas Stations (Less than 10 Pumps)									P	P	P	P	P				
Truck Stops (More than 10 Pumps)											C	C	C				
Recreation and Entertainment																	
Clubs/Private Recreational Facilities	C									C	P	P	P				
Commercial Firing Range												C	C				
Commercial Truck Parking													C				
Commercial Recreation (Fairgrounds/Flea Markets)											C	C	C				
Commercial Riding Stables	C											P	P				
Movie Theaters									P	P	P	P					
Go Cart, ATV, and Motorbike Tracks/Trails on Parcles less than 100 Acres	C																
Adult Entertainment Club											C	C	C				
Outdoor Amusement Parks - Temporary	C										C	C	P				
Parks, Open Space & Trails	C											P					
Outdoor Recreational Facilities (Playgrounds, Pools)	C								P	P	P	C					
Unlighted Regulation Size (18 Holes) or Par Three (9 Holes+) Golf Courses	C		C	C	C	C	C		P	P	P	C					
Institutional																	
Utilities																	
Government Owned Utilities - Gas, Electrical, HydroPower	C	C	C		C	C	C	C	C	C	C	C	C	C	C	C	
Government Owned Water/Sewer Treatment Plants													C	C	C	C	
Public Utilities Substation/Sub Istallation	C	C	C		C	C	C	C	C	C	C	C	C	C	C	C	
Solar Power Farms	C										C		C	C			
Utility Operations Centers									P	P	P	P					
Recycling Centers														C			
Energy Plant													C	C			
Telecommunications Towers	C									P	P	P	P	P	C	C	
Solid Waste Facilities/Landfills (Materials Recovery & Trash Transfer)														P			
Government Owned EV Charging Stations									P	P	P	P	P	P			
Health and Social Assistance																	
Childcare Center	C	C							P	P	P	P					
Family Childcare Homes	C	C								P	P	P					
Hospitals											P	P					

	Residential								Commercial			Mixed	Industrial		Special		Use-Specific Standards
	AR-1	**AR-2**	**R-1**	**R-2**	**R-3**	**R-4**	**R-5**	**R-6**	**B-1**	**B-2**	**B-3**	**MXD**	**LI**	**HI**	**FH**	**CP**	
Nursing Homes									P	P	P	P					
Transportation																	
Airfields (General Aviation)	C											C	C	C			
Trucking Companies												C	C	C			
Drone Operations												C	C	C			
Railyard Switch Yards													C	C			
Bus Stations											P		P	P			
Public																	
Schools	P	P			C	C						C					
Vocational School (with Outdoor Components)										C	C	P	P				
County Jails, Correctional Institutions & Detention Facilities	C												C	C			
Libraries/Museums									P	P	P	P					
Funeral Services																	
Cemeteries	C	C							C	P	P	P					
Crematorium													C	C			
Funeral Homes									C	P	P	P					
Other																	
Places of Worship	P	P							P	P	P	P	C				
Industry																	
Assembly and Manufacturing																	
Assembly or Fabrication (Not Manufacturing)												P	P	P			
Manufacturing (Heavy)												C	C	P			
Manufacturing (Light)												P	P	P			
Laboratories and Research Facilities										P	P	P	P	P			
Metal Plating and/or Smelting												C		P			
Ready-Mix Concrete Facilities												C		P			
Shipping Container Facility												C	C	C			
Surface Mines More than 10 Acres	C											C	C	C			
Wholesale Operations											P	P	P	P			
Printing and Publishing									C	P	P						
Warehouse/Storage																	
Junkyards													C	C			
Warehouse Facilities												C	P	P			
Other																	
Food Processing											C	C	P	P			
Taxidermy	C	C							P	P	P	C	P	P			
Storage																	
Enclosed Storage										P	P	P	P	P			
Screened Storage										C	P	P	P				
Marina, Docks and Boat Houses	C														C	C	
Self Storage Mini Storage Facilities									C	C	P	P	P				

Staff Report

Subject: Ordinance Revision – 2nd Reading
Author: Steve Candler
Department: Development Services
Meeting Date: March 19, 2024
Item Description: Consideration of an **amendment** to the Code of Ordinances **Chapter 62 Signs**

Summary Recommendation

The county has a section for Signs in the zoning ordinance-Article III Section 3.38.
Chapter 62 conflicts with Article III Section 3.38 and needs to be deleted.

Executive Summary/Background

Development Services is recommending the deletion of Chapter 62-Signs of the Effingham Code of Ordinances. Chapter 62 conflicts with Part II, Article III, Section 3.38 Signs of the zoning ordinance is a more comprehensive and complete ordinance for enforcement of our sign regulations.

Alternatives

Approve an **amendment** to the Code of Ordinances **Chapter 62 Signs-deletion.**

Deny an **amendment** to the Code of Ordinances **Chapter 62 Signs**

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

Department Review: Development Services, County Attorney **FUNDING:** N/A

Attachments:
1. Chapter 62
2. Part II, Article III, Section 3.338

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO CHAPTER 62
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO DELETE CHAPTER 62 OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

Deletion of Chapter 62 – Signs, as follows:

Chapter 62 - SIGNS

Footnotes:

--- *(1)* ---

Cross reference- Buildings and building regulations, ch. 14; planning, ch. 54; zoning ordinance, app. C.

State Law reference- Control of signs and signals, O.C.G.A. *§ 32-6-50 et* seq.;*unlawful placement of signs within right-of- way of public road,* 0.C.G.A. *§ 32-6-51; outdoor adverlising near state highways,* 0.C.G.A. *§ 32-6-70 et* seq.

ARTICLE I. - IN GENERAL

Secs. 62-1-62-30. - Reserved.

ARTICLE 11. - INTERSTATE SIGNS

Sec. 62-31. - Generally.

(a) This article shall apply to all outdoor advertising signs abutting or visible from the Interstate 16 and 95 right-of-way in the county.

(b) No sign shall be erected or maintained unless it is in compliance with the regulations of this article.

(c) Signs must be constructed of durable materials, maintained in good condition, and not permitted to become dilapidated.

(d) All signs located on sites abutting or visible from the Interstate 16 and 95 right-of-way shall conform with O.C.G.A. § 32-6-70 et seq.,the Georgia Outdoor Advertising Code, and shall meet all federal and state requirements necessary to obtain a permit under that code. In instances where the sign controls of this article are more strict, these regulations shall apply.

(e) This article shall also apply to any sign which advertises an activity, business, product, or service. (Ord. of 10-4-83, § I)

Sec. 62-32. - Prohibited signs.

(a) Signs imitating warning signals are prohibited. No sign shall display lights resembling the flashing lights customarily used in traffic signals or in police, fire, ambulance, or rescue vehicles; nor shall any signs use the words, slogans, dimensional shape, and size, or colors of the governmental traffic signs.

(b) No signs, except traffic signs and signals and informational signs erected by a public agency, are permitted within any street or highway right-of-way.

(c) Signs painted or attached to natural features such as trees or rocks, telephone poles, utili poles, or fence posts are prohibited.

(d) Fluttering ribbons and banners are prohibited.

(e) Signs within 300 feet of any officially designated historical site or monument, except signs pertaining to that particular site or monument, are prohibited.

(Ord. of 10-4-83, § II)

Sec. 62-33. - Regulation for specific types of signs.

(a) *Home occupation signs.* One nonilluminated professional or business nameplate not exceeding one square foot in area is permitted for a home occupation.

(b) *Signs of work under construction.* One nonilluminated sign not exceeding 40 square feet in area displaying the name of the building, the contractors, the architects, the engineers, the owners, the financial, selling, and development agencies is permitted upon the premises of any work under construction, alteration, or removal. Such signs shall be removed from the site within 30 days after the completion of the project.

(c) *Temporary subdivision signs.* Temporary signs, not exceeding 40 square feet in area announcing a land subdivision development, are permitted on the premises of the land subdivision. Such signs shall be spaced not less than 300 feet apart. They shall be removed when 75 percent of the lots are conveyed.

(d) *Roof signs.* Not more than one roof sign structure may be erected on the roof of any one building. No roof sign structure shall extend more than 25 feet above the elevation of the roof.

(e) *Wall signs.* Signs on the walls of a building, including signs attached flat against the wall, painted wall signs, and projecting signs, shall meet the following requirements:

(1) *Signs on the front surface of a building.* The total area of signs on the exterior front surface of a building shall not exceed 25 percent of the front surface of the building.

(2) *Signs on the side and rear surface of a building.* The total area of signs on a side or rear surface of a building shall not exceed 50 percent of the exterior side or rear surface of the building, respectively.

(3) *Projecting signs.* Wall signs attached flat against a wall may extend not more than 24 inches from the wall. Signs attached at an angle to a wall may extend outward from the wall of a building not more than five feet.

(f) *Illuminated signs.* Illuminated devices shall be so placed and so shielded that light from sign itself will not be cast directly into any residential district, sleeping rooms in any district, or the eyes of an automobile or vehicular driver.

(g) *Outdoor advertising signs.* Outdoor advertising signs shall meet the following requirements:

(1) *Uniform size.* The outside measurements of all such signs shall be 12 feet in height and 50 feet in length, with or without trim.

(2) *Illumination.* All illuminated signs shall use base-mounted lights and shall be activated by photoelectric cells. Additional lighting, including but not limited to neon, animation, and running lights, is prohibited.

(3) *Height above interstate grade.* All signs shall be a minimum of ten feet above adjacent interstate pavement measuring from the lower portion of the sign face. Signs shall not exceed 30 feet in height. Two signs in the same location (back-to-back) or V formation shall be the same height above the interstate's surface.

(4) *Extrusions prohibited.* Extrusions beyond the face of the sign, excluding aprons, are prohibited.

(5) *Number of signs per location.* Only one sign shall be allowed to face the same direction per location. This allows back-to-back or V formation signs but prohibits two signs (side-by-side) facing the same direction.

(6) *Spacing.* Sign location shall be no less than 500 feet apart measuring from the two closest points.

(7) *Distance from property lines.* Sign structures shall be no less than ten feet from any property or right-of-way line.

(8) *Number of signs per interchange quadrant.* Three outdoor advertising signs per quadrant of any interchange adjacent to the interstate highway are allowed. These signs must be within commercially or industrially zoned area as specified in state law and are restricted to an area 1,200 feet long beginning 500 feet from the point where the pavement widens on the main traveled way to accommodate the longest entrance or exit ramp.

(9) *Historic area locations prohibited.* No sign shall be placed in or obstruct the view of an area of designated historic interest.

(h) *On-premises signs.* On-premises signs located within 100 feet of a regularly used part of the activity being advertised and located on the same property and for sale or for lease signs located on the property being advertised are

permitted.

(i) *Nonconforming signs.* Any legally erected sign that would become nonconforming as a result of this article will be allowed to remain until purchased by the department of transportation or the county, provided that the sign owner meets the requirements of state laws and rules and regulations governing such signs.

(Ord. of 10-4-83, § Ill)

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

This ____ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

BY: _____
CHAIRMAN

SECOND READING: _____

ATTEST:

_____
STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: March 19, 2024
Item Description: **James Dasher** as agent for **Lain Nolan Earl Jr.** requests to **rezone** +/- 185 acres from **AR-1** to **R-5** to allow for a residential development. Located at 311 Earl Lain Road. **[Map# 435 Parcel# 19]**

Summary Recommendation
Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 185 acres from **AR-1** to **R-5** to allow for a residential development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing an approximate 260 single family detached residential development that will be served by County water and sewer.
- The proposed development is the second phase of the approved Fetzer Lakes Development that was approved by the Board of Commissioners on January 17, 2023.
- This development, if approved, will be the first R-5 zoning approved for the county.
- Per Effingham County Code of Ordinances, R-5 zoning must meet the following requirements:

- Where applicable. This zoning district will only be allowed if municipal or county water and sewer service is adjacent to the parcel and capacity is available or a state permitted, privately owned community water and sewer system is constructed or available and can provide assurance of capacity.
- Required utilities. All properties in the R-5 zoning district shall be connected to water and sewer systems. No individual septic systems shall be permitted.
- Maximum density. Minimum zero point one five-acre lot, with no more than five dwelling units per net usable acre.

Permitted uses.

- *Site-built and class A single-family detached dwellings.*
- *Home occupations, as provided in article III, section 3.15.*
- *Customary accessory buildings incidental to the above permitted uses.*
- *Government owned utilities, except publicly owned treatment plants permitted by the state and water storage facilities in excess of 1,000,000 gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities shall be enclosed by a painted or chain link fence or wall at least six feet in height above the finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.*
- *Parks, recreational areas, playgrounds, public or private swimming pools.*
- *Planned single-family home communities with the following requirements:*

  (a) A homeowners' association shall be established, or management company identified. Said association or company shall operate pursuant to subdivision covenants, which are submitted to county with the final plat. It is the intent that said association or company will provide oversight of the development standards and maintenance of common areas and amenities.1.Covenants shall include a provision that no more than 20 percent of homes in the community may be rented until at least 12 months has elapsed since issuance of the certificate of occupancy.
  (b) The management company overseeing rentals shall pay an occupation tax and register with the county annually, pursuant to article II, business and occupation tax, for a license to operate a planned single-family home community.
  (c) Walls in excess of 20 feet in length facing a street shall be broken up with entry elements, windows or wall offsets at least two feet deep.
  (d) A minimum of two decorative elements shall be added to the front façade including but not limited to decorative shutters, decorative lighting, trellises, cornices, or similar architectural elements.(e)Maximum lot coverage of 45 percent shall be applied per lot on which each individual single-family residence sits.
  (e) Maximum lot coverage of 45 percent shall be applied per lot on which each individual single-family residence sits.

Lot and building requirements.

- *Area: 6,600 sq. ft (0.15 acres)*

- *Width: Minimum 50 feet*
- *Maximum Height: 35 feet*
- *Minimum front setback: 15 feet*
- *Stairs (but not porches) may encroach up to five feet into front yard setback*
- *Minimum side setback (interior): 7.5 feet (or 3 feet provided minimum building separation of 15 feet is maintained)*
- *Minimum side setback (street): 15 feet*
- *Minimum rear setback: 25 feet*
- *Maximum lot coverage: 45%*

All building setbacks shall be shown on final subdivision plat

- *Open space requirements.*
- *All developments in the R-5 zoning district shall provide 15 percent of net usable area as common outdoor open space. Open space calculations shall be shown on the sketch plan and subdivision plat. Common outdoor open space shall mean areas accessible to all residents of the development. Common outdoor open space can include passive or active recreation areas, pathways, swimming pools, and open areas for congregating, per article II, definitions.*

  (a) Common outdoor open space shall feature paths or walkable areas, landscaping, seating, lighting and other amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues due to the configuration of the site.
  (b) Ten percent of net usable area allocated as common open space shall be greenspace. The implementation of a conservation easement is strongly encouraged.
  (c) A homeowners association or some other entity shall be created to maintain the amenities and open space in good condition.

- *Subdivision design requirements.*

- *Roads and rights-of-way.*

  (a) Roads in R-5 developments shall have a minimum of 60-foot right-of-way, with a minimum paved area as follows:1. Twenty-two-foot road pavement width is only permitted if homes have rear alley access. Signage is required indicating that on-street parking is prohibited.2. Twenty-eight-foot road pavement width, with parking on one side, is permitted if parking side is clearly delineated. Signage indicating parking side is required.3. Thirty-six-foot road pavement width, with parking permitted on both sides.
  (b) R-5 developments shall have curb and gutter throughout.
  (c) Streets in the R-5 developments shall have four-foot-wide sidewalks on any side of any street that contains houses. A tree no less than two inches dbh shall be planted at a rate of one for every two houses in the two-foot section of grass between the sidewalk and the curb.
  (d)If lots are platted parallel to arterial, collector, or local (if outside of existing platted subdivision) road right-of-way, the following is required:1.Provide minimum 20-foot landscaped strip and a residential street, with residential lot facing arterial, collector, or local road right-of-way.2.Provide minimum 30-foot vegetative buffer and residential lot may have rear yard facing arterial, collector, or local road right-of-way.

- *Parking requirements. Two off street parking spaces shall be provided for each single-family dwelling. These spaces can be in a garage, carport, or driveway accessed from the front or rear of the parcel. One additional space per every five units shall be provided for overflow off-street parking.*

- *Development standards. The follow design elements shall be included:*

  (a) Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or other similar natural stone; manufactured stone including imitation field stone, marble terrazzo, and other similar manufactured finish stone; and wood, cement plank, fiber plank, traditional three coat stucco, or other materials of like appearance.
  (b) Buildings shall utilize design features from the following list, totaling at least four points, to provide visual relief along the front of the dwelling unit. Unless otherwise specified, features are worth one point:1.Dormers (functional or false);2.Gables;3.Recessed entries;4.Covered front porches, at least six feet in depth (two points);5.Pillars or posts;6.Two or more brick masonry pattern bond treatments;7.Side or rear loaded garage or carport (three points);8.Bay windows (minimum 24-inch projection);9.Multi-season porch or sunroom on rear of house (three points).
  (c) The garage shall not occupy more than 40 percent of the total building façade.
  (d) At least 20 percent of the wall space of the front façade shall be windows and doors. Windows shall be provided with trim.

(e) The minimum roof overhang shall be 12 inches, exclusive of porches and patios.
(f) The minimum landscaping shall be as follows:1. Two large trees (one in the front yard, one in the rear yard):

Mature size = 40 inches to 60 inches;

Planted size = Two-inches cal.

2.Two small trees (one in the front yard, one in the rear yard):
Mature size = 15 inches to 40 inches;

Planted size = Two-inches cal.

3.Four large shrubs (near foundation; 25 percent in rear yard):
Mature size = Five-inches to eight inches;

Planted size = 30 inches.

4.Eight small shrubs (near foundation; 25 percent in rear yard):
Mature size = Two-inches to four inches;

Planted size = 20 inches.

- *R-5 Rezoning application requirements. Applicant shall submit the following documentation in addition to the rezoning application:*

(a) A completed R-5 development standards submittal form and checklist.
(b) A subdivision concept plan showing the lots, road configuration, and all calculations (open space, etc.).
(c) A timeline delineating when the development will begin and estimated time of completion.
(d) Exhibits and descriptions of materials that clearly demonstrate the intent of the developer to meet the requirements of section 5.8.10, development standards.

- Per the Effingham County R-5 Ordinance, there must 15% of net usable area as common outdoor open space. The applicant has provided over 35 acres of open space.
- The applicant is currently working as part of the Planned Development for the first phase of this development to improve Earl Lain Road.
- This rezoning is consistent with the Future Land Use Map, this parcel is projected as agriculture/residential.
- At the February 13, 2024, Planning Board meeting, Mr. Alan Zipperer made a motion for approval with Staff recommendations. Mr. Peter Higgins second the motion and it carried unanimously.
- At the March 5, 2024, Board of Commissioners meeting Commissioner Burdette made a motion for approval with the following added condition:
    - A 6ft wooden privacy fence shall be constructed along the residential lots to the north that have frontage on Kolic Helmey Road that abut the new subdivision, and along the south that have frontage on Joyce Curve that abut the subdivision.

Alternatives

1. **Approve** the request to **rezone** +/- 185 acres from **AR-1** to **R-5** to allow for a residential development, with the following conditions:
    - A Sketch Plan must be approved before site development plans are submitted.
    - Site Development Plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
    - All wetland impacts must be approved and permitted by USACE.
    - A Traffic Impact Assessment shall be submitted during development plan review process.
    - A 6ft wooden privacy fence shall be constructed along the residential lots to the north that have frontage on Kolic Helmey Road that abut the new subdivision, and along the south that have frontage on Joyce Curve that abut the subdivision.

2. Deny the request for to **rezone** +/- 185 acres from **AR-1** to **R-5** to allow for a residential developmen

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. 435-19

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 435-19

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, JAMES DASHER AS AGENT FOR LAIN NOLAN EARL JR. has filed an application to rezone one hundred and eighty-five (185) +/- acres; from AR-1 to R-5 to allow for residential development; map and parcel number 435-19, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 19, 2024, and notice of said hearing having been published in the Effingham County Herald on February 14, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 17, 2024; and

IT IS HEREBY ORDAINED THAT one eighty-five (185) +/- acres; map and parcel number 435-19, located in the 2nd commissioner district is rezoned from AR-1 to R-5 to allow for a residential development with the following conditions:

- A Sketch Plan must be approved before site development plans are submitted.
- Site Development Plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- All wetland impacts must be approved and permitted by USACE.
- A Traffic Impact Assessment shall be submitted during development plan review process.
- A 6ft wooden privacy fence shall be constructed along the residential lots to the north that have frontage on Kolic Helmey Road that abut the new subdivision, and along the south that have frontage on Joyce Curve that abut the subdivision.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: March 5, 2024
Item Description: **Kevin Forbes** as agent for **T&T Exley Properties/Thomas and Hutton Engineering Co.** requests to **rezone** +/- 1051 acres from **PD residential** to **PD industrial** to allow for the amendment of a Planned Development. Located on Highway 21. **[Map# 446D Parcel# 6,9,11]**

Summary Recommendation
Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 1051 acres from **PD residential** to **PD industrial** to allow for the amendment of a Planned Development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The original PD-MU document, approved in 2008, designates acreage in the northern most parcels as multi-family housing to serve as a transition between industrial and residential use and provide diversity of housing to the County.
- The change to the PD document was submitted for a DRI which was completed on May 10, 2023. Comments on the project were from the City of Savannah: "Effingham County should coordinate with City of Savannah since it does utilize City of Savannah water through a municipality water supply agreement."
- The applicant proposes to amend the PD document to remove the multi-family residential and replace it with industrial warehouses.
- A similar application was withdrawn in September of 2023 from the Board of Commissioners, the applicant has returned with a new application and addressed the previous concerns within the PD text:
  - No rail spur will be permitted with Exley Tract North
  - No container storage will be permitted within Exley Tract North
  - The minimum height of berms, as indicated by the PD text, will be 25 feet.
- Per the proposed PD Text:
  - Berm A shall be installed and completed in connection with buildings 2 or 3;
  - Berm B shall be installed and completed in connection with buildings constructed in the area of building 4;
  - Berm C shall be installed and completed in connection with buildings constructed in the area of building 5;
  - Berm D shall be installed and completed in connection with buildings constructed in the area of building 6.
- The applicant is proposing the maximum of 630,000 sq. ft. of Highway Commercial and 9,500,000 sq. ft. of Industrial.
- At the February 13, 2024, Planning Board meeting, Mr. Alan Zipperer made motion for approval with the following added recommendations:
  - A temporary ready-mix concrete plant may be constructed during the duration of the project, not permanent.
  - The berm will be simultaneously constructed with the warehouse as soon as the warehouse begins.
  - When clearing begins within the 150' buffer area, the berm construction must begin.
- Mr. Peter Higgins second the motion and it carried unanimously.
- At the March 5, 2024, Board of Commissioners Meeting Commissioner Burdette made a motion for approval with the following conditions:
  - The 450' requirement is removed.
  - If building 1, 2, or 3 is built then Berm A will be constructed.
  - The 7.80 acres with frontage on Highway 21 will remain Commercial.

- Depending on the location of the temporary concrete plant, the corresponding berm s
constructed.

Alternatives

1. Approve the request to **rezone** +/- 1051 acres from **PD residential** to **PD industrial** to allow for the amendment of a Planned Development, with the following conditions:

- A GDOT Permit for access onto US Highway 21 will be required.
- A Sketch Plan shall be required, per Effingham County Code of Ordinances section 5.15.5.4
- A temporary ready-mix concrete plant may be constructed during the duration of the project, not permanent.
- The berm will be simultaneously constructed with the warehouse as soon as the warehouse begins.
- When clearing begins within the 150' buffer area, the berm construction must begin.
- The 450' requirement is removed.
- If building 1, 2, or 3 is built then Berm A will be constructed.
- The 7.80 acres with frontage on Highway 21 will remain Commercial.
- Depending on the location of the temporary concrete plant, the corresponding berm shall be constructed.

2. Deny the request for to **rezone** +/- 1051 acres from **PD residential** to **PD industrial** to allow for the amendment of a Planned Development.

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

Department Review: Development Services **FUNDING:** N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466D-6.9,11
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 466D-6,9,11

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, KEVIN FORBES AS AGENT FOR T&T EXLEY PROPERTIES/ THOMAS AND HUTTON ENGINEERING CO. has filed an application to rezone one thousand and fifty-one (1051) +/- acres; from PD to PD o allow for the amendment of a planned development; map and parcel number 466D-6,9,11, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 5, 2024, and notice of said hearing having been published in the Effingham County Herald on February 14, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 17, 2024; and

IT IS HEREBY ORDAINED THAT one thousand and fifty-one (1051) +/- acres; map and parcel number 466D-6,9,11, located in the 2nd commissioner district is rezoned from PD to PD to allow for the amendment of a planned development, with the following conditions:

- A GDOT Permit for access onto US Highway 21 will be required.
- A Sketch Plan shall be required, per Effingham County Code of Ordinances section 5.15.5.4
- A temporary ready-mix concrete plant may be constructed during the duration of the project, not permanent.
- The berm will be simultaneously constructed with the warehouse as soon as the warehouse begins.
- When clearing begins within the 150’ buffer area, the berm construction must begin.
- The 450’ requirement is removed.
- If building 1, 2, or 3 is built then Berm A will be constructed.
- The 7.80 acres with frontage on Highway 21 will remain Commercial.
- Depending on the location of the temporary concrete plant, the corresponding berm shall be constructed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

EXLEY TRACT NORTH & SOUTH

PD–MU DEVELOPMENT TEXT

03-05-2024

PREPARED FOR:

T&T EXLEY PROPERTIES, LLC
SLC ACQUISITIONS, LLC
CHESTERFIELD, LLC

PREPARED BY:

THOMAS & HUTTON ENGINEERING CO.

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

Documents submitted for Approval:

1. Development Text – Initially Approved June 11, 2008, Modified May 8, 2018 and further Modified July 20, 2021, the only change being the Removal from the PDMU of future Old Augusta Road connector to Effingham Parkway as a condition, "…releasing the developer from the proposed right of way reservation; map and parcel 466-multiple, located in the 2nd commissioner district…". Approval of this Document dated March 5, 2024 with Exhibits is requested.
2. Exley Tract North & South Planned Development District– Mixed Use District Exhibit, (formerly Exhibit II dated June 11, 2008, Modified as Exhibit I May 8, 2018, Modified July 20, 2021), further modified March 5, 2024, and attached as Exhibit A hereto and further described in Paragraph 6a below.
3. Industrial Building Square Feet Plan Exhibit B dated March 5, 2024 attached hereto and further described in Paragraph 6b below.
4. Industrial Setback & Berm Exhibit C dated March 5, 2024, attached hereto and further described in Paragraph 6c below.
5. The Stormwater Management Local Design Manual for Exley Tract North & South, (formerly Exhibit III) Exhibit D attached hereto and further described in Paragraph 6d below.

6. Description of Exhibits:

   a) Exhibit A is described in Paragraph 2 above.

   b) Exhibit B is an illustration of the location of proposed warehouse buildings north of the Exley Property Line and the actual location of the existing warehouse buildings south of the Exley Property Line which, when combined, may be a maximum of 9,500,000 square feet of warehouses plus 630,000 square feet of commercial. Provided a change does not result in an encroachment into the 150 feet Buffer, the location, orientation, size and shape of each building and stormwater detention facilities may be altered by the Developer.

   c) Exhibit C is an illustration of where sections of Berms A, B, C and D will be built in relation to the warehouses and/or temporary Ready-mix concrete facility, plus a diagram and a profile of the Berms; and

   d) Exhibit D is the Stormwater Management Local Design Manual for Exley Tract North & South previously approved in 2008, 2018 and 2021 and still applicable to the Exley Tract North & South PD-MU.

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

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

A. General Description

Project Name: Exley Tract North & South

	PIN #: 466D-1, 466D-6, 466D-9, 466D-11, 466D-10, 466D-4, 466D-16, 466D-15, 466D-5, 466D-17, 466D-1B, 466D-3, 466D-14, 466D-7, 466D-8, 466D-12, 466D-13, 466D-1C
Size:	±1,051 Acres
Location:	Highway 21
Current Zoning:	PD – MU
Proposed Zoning:	PD - MU
Developer:	T & T Exley Properties LLC, SFG CH Master Devco LLC, SFG CH GITC Master Devco LLC, Effingham County Industrial Development Authority, SFG CH GITC 1A LLC, DE Well Group LLC, LEX Savannah 1004 TCP LLC, BBK GA Trade Center LLC, Savannah Trade Center Ind II LLC, SFG CH GITC 3A LLC, SFG CH GITC 3B LLC

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

B. Present Ownership and Property Location

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

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

C. Proposed Land Uses and Development Standards

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

Industrial Districts

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

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

l) Meat products, **excluding** slaughtering, dressing, and rendering;
m) Medical instruments and supplies;
n) Pharmaceutical products.

8. Offices.

9. Printing and publishing.

10. Provided the recycling process is conducted inside a building, except for unprocessed material which may be stored outside not more than 25 feet high, Recycling centers are allowed in Exley Tract North.

11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitted in this district.

12. Research facilities.

13. Vocational schools.

14. Utility operations centers.

15. Warehousing less than 2,000,000 square feet per building.

16. Ready–mix concrete facilities s**hall not be allowed in Exley Tract North** except for a temporary facility that is used during development and construction in the Exley Tract North & South PD-MU that is north of the Exley Property Line only and is producing concrete solely for construction and development north of the Exley Property Line. No concrete may be produced by this temporary facility and used for development and construction except for Exley Tract North & South development and construction. If the Temporary Facility is located in the Area shown for Buildings 1, 2 or 3 then Berm A shall be constructed. If the Temporary Facility is located in the Area shown for Building 4 then Berm B shall be Constructed. If the Temporary Facility is located in the Area shown for Building 5 then Berm C shall be Constructed. If the Temporary Facility is located in the Area shown for Building 6 then Berm D shall be Constructed. The Temporary Facility may not operate unless the applicable Berm is completed. When any clearing commences that requires the construction of a berm, the applicable berm shall be completed within 12 months of commencement of said clearing.

17. Railroad side–tracks, spurs and appurtenance **shall not be allowed in Exley Tract North.**

18. Rail Spur – a sidetrack off of a mainline accessing industrial buildings for the purpose of loading and unloading goods **shall not be allowed in Exley Tract North**.
19. Trailer storage.
20. **Container stacking is not permitted in Exley Tract North.**

Highway Commercial:

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

Common Space:

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

Green Space:

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

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

Site Development within this project will also be governed by the Effingham County Subdivision Regulations, as amended by this document and by restrictive covenants developed by T&T Exley Properties, LLC, SLG Acquisitions, and Chesterfield LLC and/or Successors for the Industrial and

Commercial areas in Exley Tract South. The restrictive covenants for Exley Tract North shall be exclusively developed by T&T Exley Properties and/or Successors.

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

Table C–1: Development Standards

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

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

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

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

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

<u>Buffers</u>:

Based on the anticipated use of the land along the existing power and gas easements that bisect this project Effingham County shall

impose no buffers to those easement boundaries. Effingham County shall impose a 50 foot buffer adjacent to highway 21 (to be landscaped in compliance with the Chamber of Commerce Gateway Program or approved by the zoning administrator if the program is not yet in place), a 10 foot buffer between the Industrial and commercial use and the communication tower property, and a 20 foot buffer between the Highway Commercial and Industrial Uses within this project.

In addition, Effingham County shall impose a 150 feet Buffer adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivisions and property owned by David Howes and/or successors and Elizabeth R. Huger and/or successors, which shall be used for:

A. a 35 feet wide **UNDISTURBED Buffer** section along the Exley Tract North and South northern property line adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivisions and property owned by David Howes and/or successors and Elizabeth R. Huger and/or successors, which shall be left in its current condition and hereafter undisturbed and free of all utilities; and

B. a 115 feet wide section along the southern line of the 35 feet **UNDISTURBED Buffer** where the Buffer is adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivisions and property owned by David Howes and/or successors and Elizabeth R. Huger and/or successors that may be cleared and used for each of the following; (1) a 25 feet tall (minimum height) Berm which will be landscaped and irrigated (see Exhibit C dated March 5, 2024 showing the berm design plus the area needed in order to maintain the vegetation installed thereon), (2) drainage, including installation of drainage structures, ponds and ditches, (3) installation of security fencing and (4) providing such limited pervious access as may be necessary to construct and maintain the Berm, drainage and fencing; and

C. a 150 feet wide buffer section along the Exley Tract North and South northern property line adjacent to Alice Huger Hurst and/or successors, which shall be left in its current condition and hereafter undisturbed except for drainage and the repair of the existing fencing or its replacement.; and

D. Except for the conditions listed in B(4) above, no vertical building, or concrete, asphalt or other impervious paving (gravel and/or pervious paving is allowed) may be placed inside the 150 feet Buffer.

E. The landscaped buffer along Highway 21 frontage of Exley Tract North Highway Commercial shall be 50 feet wide and planted as required by the Effingham County Buffer Ordinance.

F. There shall be no buffer along the CSX railroad property adjacent to the Exley Property.

G. Except for the 35 feet **UNDISTURBED Buffer section described in Paragraph A above**, the perimeter buffers may include the use of berms, fencing, plantings or a combination of these methods as determined by the Developer, subject to approval by County Manager or designee.

H. In the event a railroad sidetrack is installed in Exley Tract South within the 25–foot buffer adjacent to the Railroad the 25–foot buffer shall be placed east of the new sideline. Railroad and road crossings across this buffer to access sidelines shall be considered an allowed use within the buffer.

I. All tree plantings required in the buffers shall be in accordance with the Effingham County buffer ordinance.

Setbacks:

A. Except as described in the **Buffers** section above, Setbacks will apply to the perimeter of the property based on Table C–1above and the use approved for this project.

B. The setback line for buildings and impervious surfaces adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivisions and property owned by David Howes and/or successors and Elizabeth R. Huger and/or successors shall be 150 feet subject to the conditions described in **Buffers** section above.

Berms:

T&T Exley Properties, LLC or their successors in title acknowledge and agree that each party shall construct a **berm**, as required by the Terms of this Text, having a minimum height of 25' in the areas indicated on the Industrial Setback & Berm Exhibit C dated March 5, 2024 . Each party shall be responsible for constructing and maintaining the required berms in accordance with the Industrial Building Square Feet Plan Exhibit B and the Industrial Setback and

Berm Exhibit C, dated March 5, 2024 , as it corresponds to its respective property. Without limiting the foregoing, Berm A shall be installed and completed in connection with any Buildings constructed in the area of Buildings 1, 2 or 3, Berm B shall be installed and completed in connection with any Buildings constructed in the area of Building 4 and Berm C shall be installed and completed in connection with any Buildings constructed in the area of Buildings 5, and Berm D shall be installed and completed in connection with any Buildings constructed in the area of Building 6.

The berms, when constructed, shall be compacted to a minimum of 25' in height with a minimum 2:1 side slope, stabilized with vegetative cover and irrigation, and otherwise completed in accordance with the berm specifications as shown in Exhibit C dated March 5, 2024 . The berm, landscaping and irrigation shall be completed in phases, substantially depicted as Berm A, Berm B, Berm C, and Berm D on the Industrial Setback and Berm Exhibit C, in each case on or before the issuance by Effingham County of the certificate of occupancy with respect to the corresponding building and/or temporary Ready-mix concrete facility, so that each completed building and/or temporary Ready-mix concrete facility is screened from the neighboring residential properties to the north that share a common property line with the Exley Tract North and South northern property line adjacent to Goshen Villa, Goshen Hills and Westwood Farms Subdivisions and property owned by David Howes and/or successors and Elizabeth R. Huger and/or successors.

Additional Conditions:

1- Buildings and other impervious areas in this project shall not be held to maximum lot coverage on a lot-by- lot basis. The project will be held to the open space and setback standards as outlined in this document.

2- The industrial portion of the Exley Tract South property shall not be used for a short line railroad switchyard without at least a 300–foot vegetated buffer to the nearest residential developed property.

3- No railroad spur loading area shall be closer than 200 feet to a residential property line.

4- During construction and prior to the applicable section of Berm A, Berm B, Berm C, or Berm D being completed, construction activity shall be allowed Monday through Saturday provided it does not begin earlier than 7:00am nor end later than 7:00pm each day unless a night work Permit is granted, giving permission for land clearing, site development, and building construction to occur between 7:00pm and 7:00am, by the County Manager pursuant to Effingham County Code of Ordinances.

5- As shown on Exhibit C, Berms shall begin construction, as described below in this paragraph, and be completed prior to the issuance of a Certificate of Occupancy for the corresponding building and/or temporary Ready-mix concrete facility. When clearing begins pursuant to a Land Disturbance Activity (LDA) Permit for Buildings 1, 2 or 3 construction of Berm A is required. When clearing begins pursuant to an LDA Permit for Building 4 construction of Berm B is required. When clearing begins pursuant to an LDA Permit for Building 5 construction of Berm C is required. When clearing begins pursuant to an LDA Permit for Building 6 construction of Berm D is required. This condition does not apply if the LDA Permit is for construction that is only for roads, drainage or utilities constructed more than 150 feet from the Exley North northern property line. An LDA Permit that is for roads, drainage or utilities that are further than 150 feet from the Exley North northern property line does not require the construction of any Berm. An LDA Permit that is for roads, drainage or utilities that are closer than 150 feet from the Exley North northern property line does require the construction of the Berm parallel to said construction. Under no circumstances may clearing be performed closer than 150' of the Exley North northern property line without the simultaneous construction of the applicable berm(s) outlined herein.

6- When any clearing commences that requires the construction of a berm, the applicable berm shall be completed within 12 months of commencement of said clearing.

D. **Except for Sections E and F below which are included for Approval in the amended text described in Paragraph 1 above, each of the Sections below are *Exceptions that were Requested and Previously***

***Approved* by the Effingham County Commission in 2008, 2018 and 2021**

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

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

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

Provided changes to the street layout, individual building location, size and shape as shown on Exhibit C do not encroach into the 150 feet Buffer, they shall be made at the sole choice of the Developer.

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

The table shown below replaces the requirements of section 7.1.13:

Curb & Gutter Streets:

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

THE BALANCE OF THIS PAGE IS BLANK

Roadside Swale:

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

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

Section 3. Waivers to Stormwater Management Requirements:

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

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

E. Percentage of Land Uses

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

TABLE E–1: LAND USES					
	TOTAL ACRES (+/-)	**UPLAND ACRES (+/-) Wetland Impacts**	**COMMON SPACE ACRES (+/-)**	**TOTAL GREEN SPACE ACRES (+/-)**	**PERCENT OF TOTAL ACRES IN GREEN SPACE (+/-) ***
Industrial	989	718	99 (10%)	370	38%
Multi–family	N/A	N/A	N/A	N/A	N/A
Highway Commercial	62	55	**6 (10%)	13**	21%**
Future Highway 21 Connector	N/A	N/A	N/A	N/A	N/A
Total	1,051	773	105	383	36%

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

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

THE BALANCE OF THIS PAGE IS LEFT BLANK

F. Proposed Maximum Units and Building Square Footage

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

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

G. Proposed Dedication of Public Use

Streets and Utility Easements:

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

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

Wetlands

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

Lakes

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

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

I. Utilities

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

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

J. Access, Parking, Signs and Buffers

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

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

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

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

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

K. Development Schedule

Based on historical sales in surrounding areas, it is anticipated this project will be built out in approximately 8 years for Industrial and 10 years for

commercial. This schedule is based on current market conditions and may vary over time.

L. Installation of Improvements

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

THIS REVISED PLANNED DEVELOPMENT TEXT INCLUDING EXHIBITS is hereby Approved this __19th_ day of _March_____, 2024____ by the Board of Commissioners, Effingham County, Georgia.

_____
Wesley Corbitt
Chairman,
Effingham County Commission

_____
Stephanie D. Johnson
Clerk
Effingham County

Staff Report

Subject: Rezoning (Third District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: March 19, 2024
Item Description: **Penny West** requests to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 3768 Old Dixie Highway South. **[Map# 339 Parcel# 6]**

Summary Recommendation
Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to subdivide the property. In do so, the parcel will no longer be a conforming Ar-1 lot and will need to be zoned AR-2.
- This parcel is currently served by private well and septic.
- The Future Land Use Map has this parcel projected as agriculture.
- At the February 13, 2024, Planning Board meeting, Mr. Peter Higgins made motion for approval with Staff recommendations. Mr. Brad Smith second the motion and it carried unanimously.
- At the March 5, 2024, Board of Commissioners meeting Commissioner Deloach asked to table this item to the March 19, 2024 meeting. Commissioner Burdette second the motion and it carried unanimously.

Alternatives
1. Approve the request to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site, with the following conditions:
- A plat must be approved and signed by Development Services, then recorded, before zoning can take effect.

2. Deny the request for to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site.

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

RZN-23-19

Rezoning Application

Status: Active

Submitted On: 12/20/2023

Primary Location

3768 Old Dixie Highway South
Springfield, GA 31329

Owner

WEST PENNY BARNES
P O BOX 704 SPRINGFIELD, GA 31329

Applicant

Penny West
912-678-2603
pennywest1100@gmail.com
360 Clyo Shawnee Rd
Springfield, Georgia
31329

Staff Review

Planning Board Meeting Date*

02/13/2024

Board of Commissioner Meeting Date*

03/05/2024

Staff Description

Creating another home site

Georgia Militia District*

11

Commissioner District*

3rd

Public Notification Letters Mailed

01/15/2024

Board of Commissioner Ads

02/21/2024

Planning Board Ads

01/17/2024

Request Approved or Denied

–

Letter & ZMA Mailed

–

RZN-23-19

Rezoning Application

Status: Active

Submitted On: 12/20/2023

Primary Location

3768 Old Dixie Highway South
Springfield, GA 31329

Owner

WEST PENNY BARNES
P O BOX 704 SPRINGFIELD, GA 31329

Applicant

Penny West
912-678-2603
pennywest1100@gmail.com
360 Clyo Shawnee Rd
Springfield, Georgia
31329

Staff Review

Planning Board Meeting Date*

02/13/2024

Board of Commissioner Meeting Date*

03/05/2024

Staff Description

Creating another home site

Georgia Militia District*

11

Commissioner District*

3rd

Public Notification Letters Mailed

01/15/2024

Board of Commissioner Ads

02/21/2024

Planning Board Ads

01/17/2024

Request Approved or Denied

–

Letter & ZMA Mailed

–

Applicant Information

Who is applying for the rezoning request?*

Property Owner

Applicant / Agent Name*

PENNY WEST

Applicant Email Address*

PENNYWEST1100@GMAIL.COM

Applicant Phone Number*

9126782603

Applicant Mailing Address*

PO BOX 704

Applicant City*

SPRINGFIELD

Applicant State & Zip Code*

GA 31329

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

AR-2 (Agricultural Residential Less than 5 Acres)

Map & Parcel *

339 6

Proposed Road Access*

OLD DIXIE HWY

Total Acres *

5

Acres to be Rezoned*

5

Lot Characteristics *

WOODED

Water Connection *

Private Well

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

CREATING OF ANOTHER HOME SITE

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

North*

AR1

South*

AR1

East*

AR1

West*

AR1

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

RESIDENTIAL

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

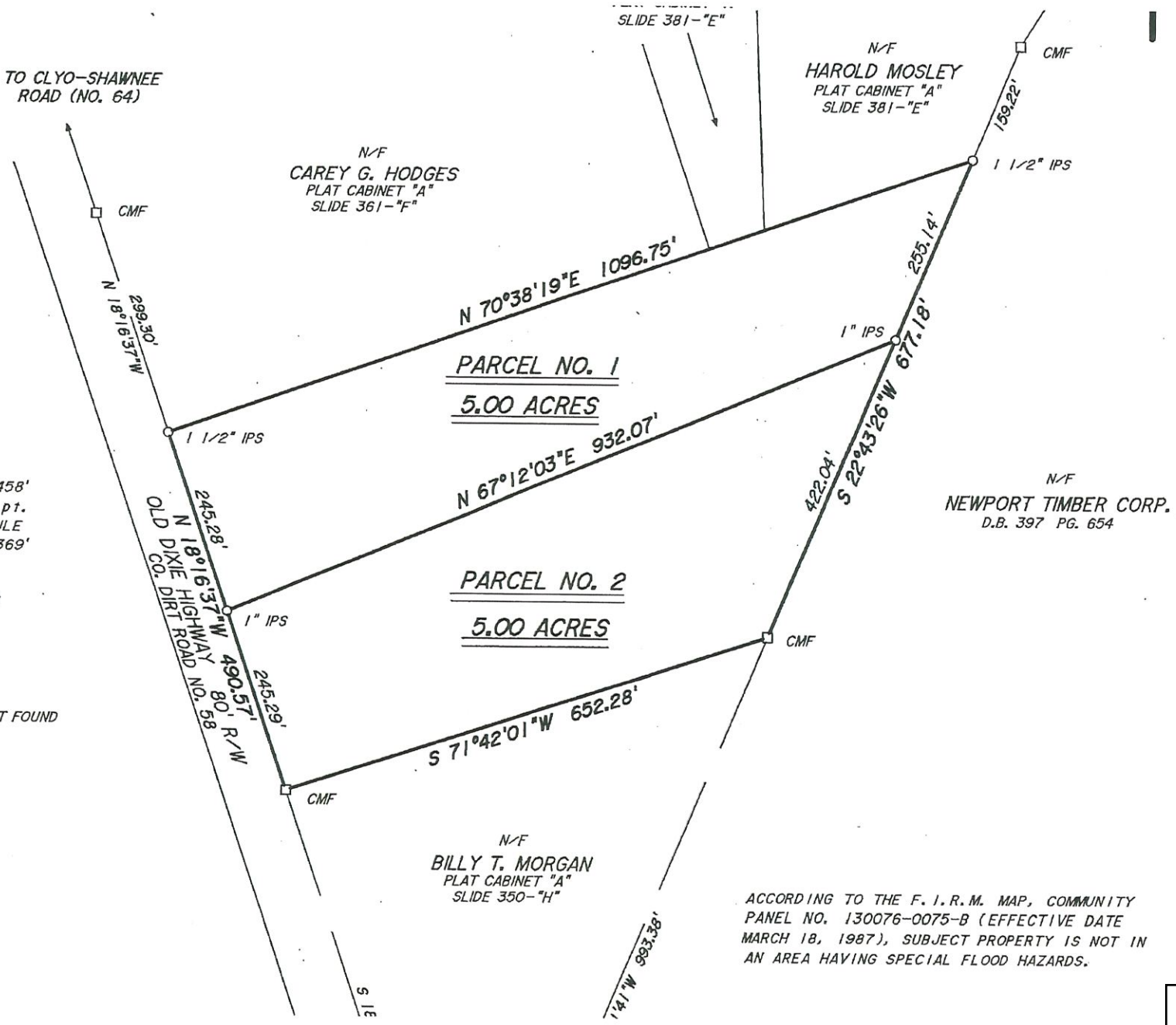
YES

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

RESIDENTIAL

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

RESIDENTIAL



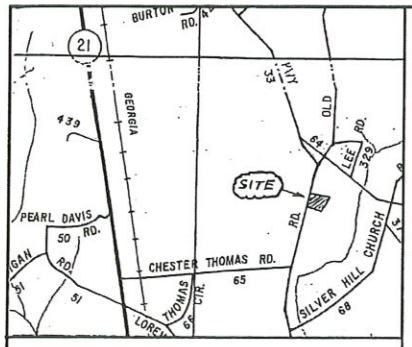
FIELD EOC = 1' IN 68,458'
ANGULAR ERROR = 03"/∆ pt.
ADJUSTED BY COMPASS RULE
PLAT EOC = 1' IN 752,369'
EQUIPMENT USED:
TOPCON GTS-303
FC-48 DATA COLLECTOR
MAGNETIC LOCATOR

LEGEND:

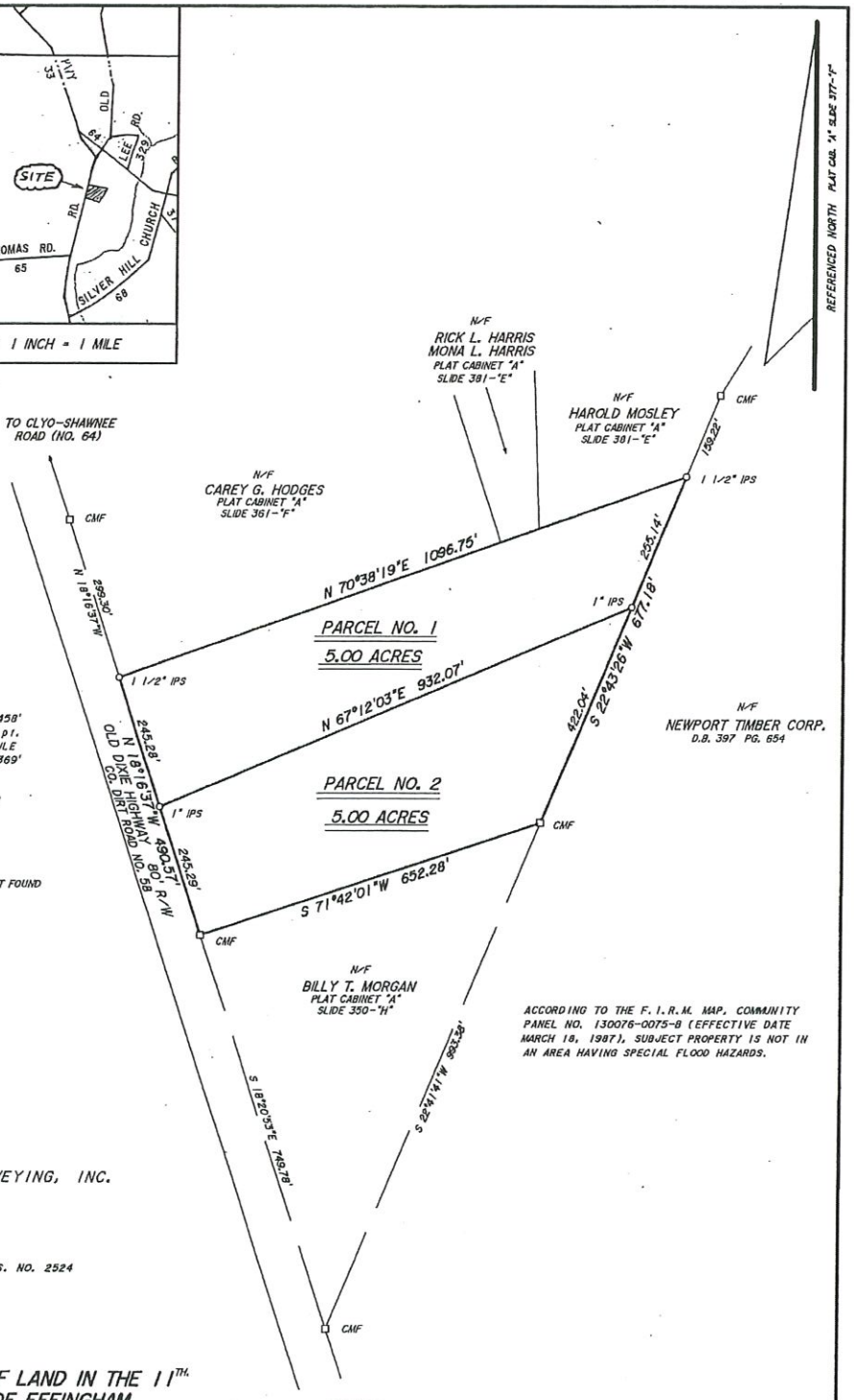
CMF	CONCRETE MONUMENT FOUND
N/F	NOW OR FORMERLY
IPS	IRON PIPE SET

ACCORDING TO THE F.I.R.M. MAP, COMMUNITY PANEL NO. 130076-0075-B (EFFECTIVE DATE MARCH 18, 1987), SUBJECT PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

Filed for Record
Book B86 Page A1
Date 4/21/2000



VICINITY MAP SCALE: 1 INCH = 1 MILE



FIELD EOC = 1' IN 68,458'
ANGULAR ERROR = 03"/∆ pt.
ADJUSTED BY COMPASS RULE
PLAT EOC = 1' IN 752,369'
EQUIPMENT USED:
TOPCON GTS-303
FC-48 DATA COLLECTOR
MAGNETIC LOCATOR

LEGEND:

CMF	CONCRETE MONUMENT FOUND
N/F	NOW OR FORMERLY
IPS	IRON PIPE SET

ACCORDING TO THE F.I.R.M. MAP, COMMUNITY PANEL NO. 130076-0075-B (EFFECTIVE DATE MARCH 18, 1987), SUBJECT PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

SURVEYED BY:

NEVIL LAND SURVEYING, INC.

519 MILLER ST. EXT.
STATESBORO, GA. 30458
PHONE: 912-764-9096
FAX: 912-764-9492
MOBILE: 912-682-7551

MARLIN NEVIL, GA. R.L.S. NO. 2524

SURVEY OF:

10.00 ACRES OF LAND IN THE 11TH. G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA.

SURVEY FOR:

TRACY ROWE
PATRICIA A. HYMAN

DATE: MAY 16, 1996
-REVISED APRIL 4, 2000 TO SHOW 2 PARCELS

SCALE: 1" = 200'

0 200' 400' 600'

GEORGIA REGISTERED No. 2524 4-11-2000 LAND SURVEYOR MARLIN NEVIL

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC DIVISION OF ENGINEERING AND SANITATION.

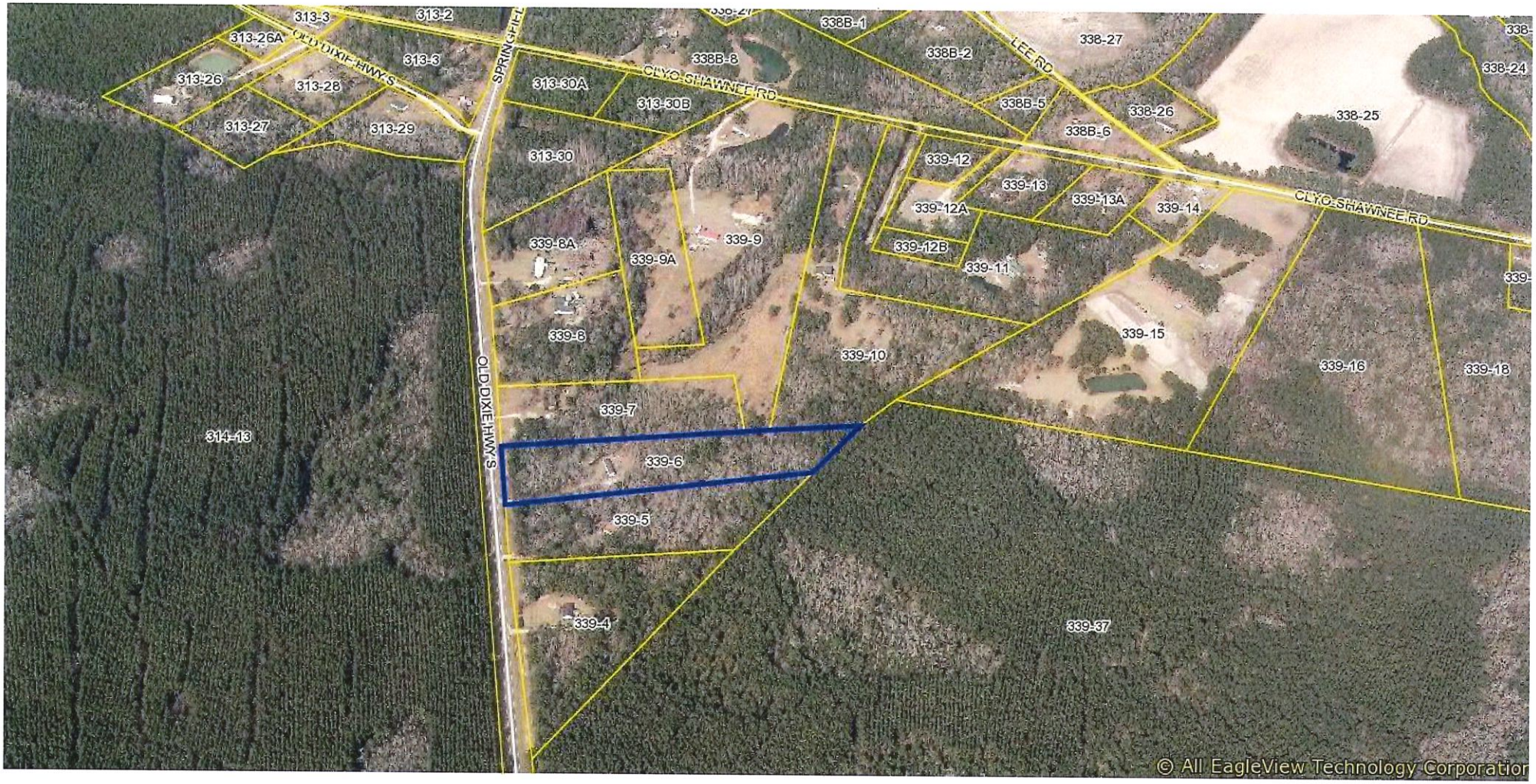
DIRECTOR 4-19-2000 DATE

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATION.

ZONING ADMINISTRATOR 4/19/00 DATE

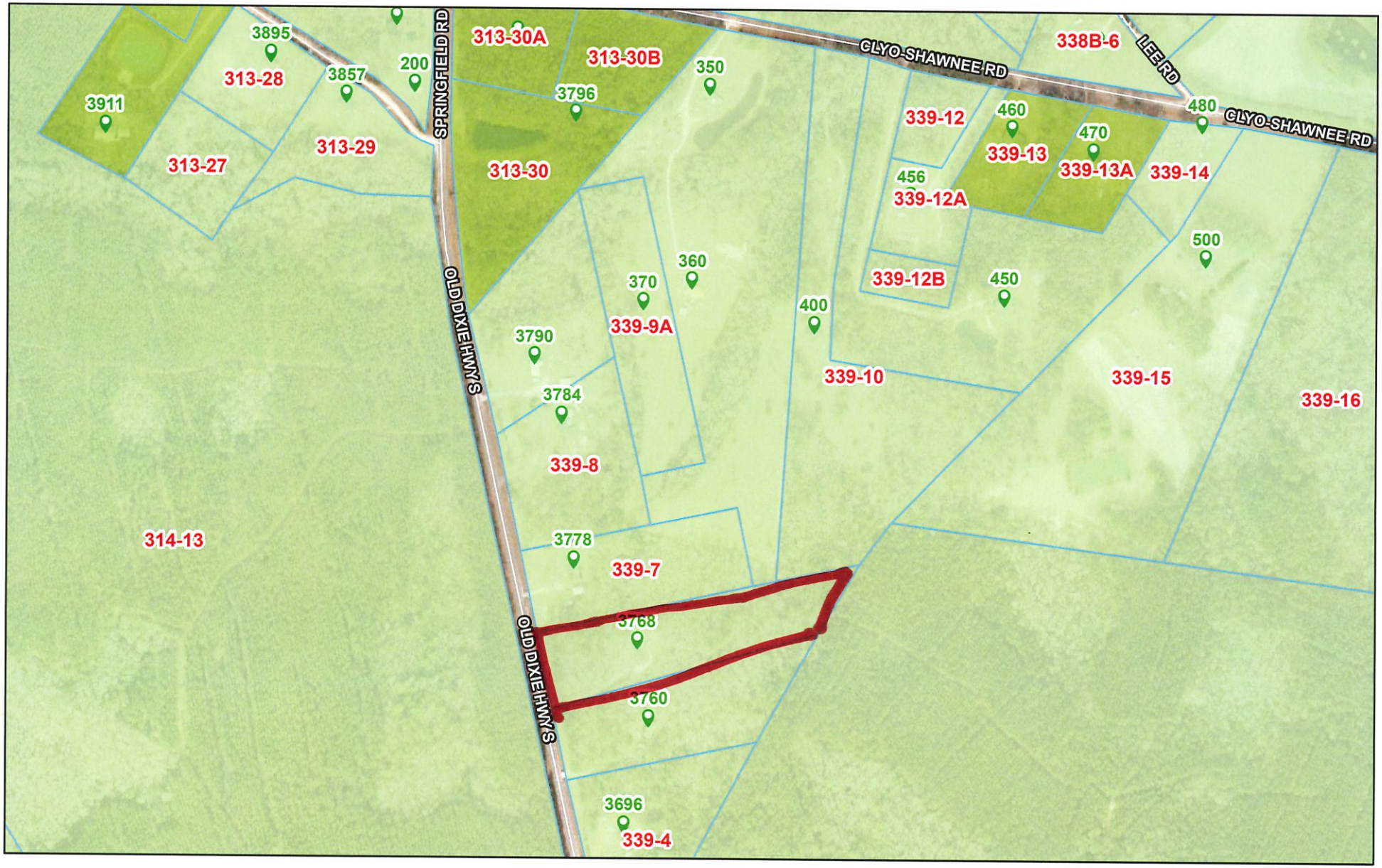
F.N. 960516PH

3768 OLD DIXIE HWY S (339-6)



Item X. 5.

3768 OLD DIXIE HWY S (339-6)



12/20/2023

Addresses
Roads
Tax Parcels
Tax Parcel Labels
Effingham County Zoning
AR-1
AR-2
Efn_fin_cache
Red: Band_1
Green: Band_2
Blue: Band_3

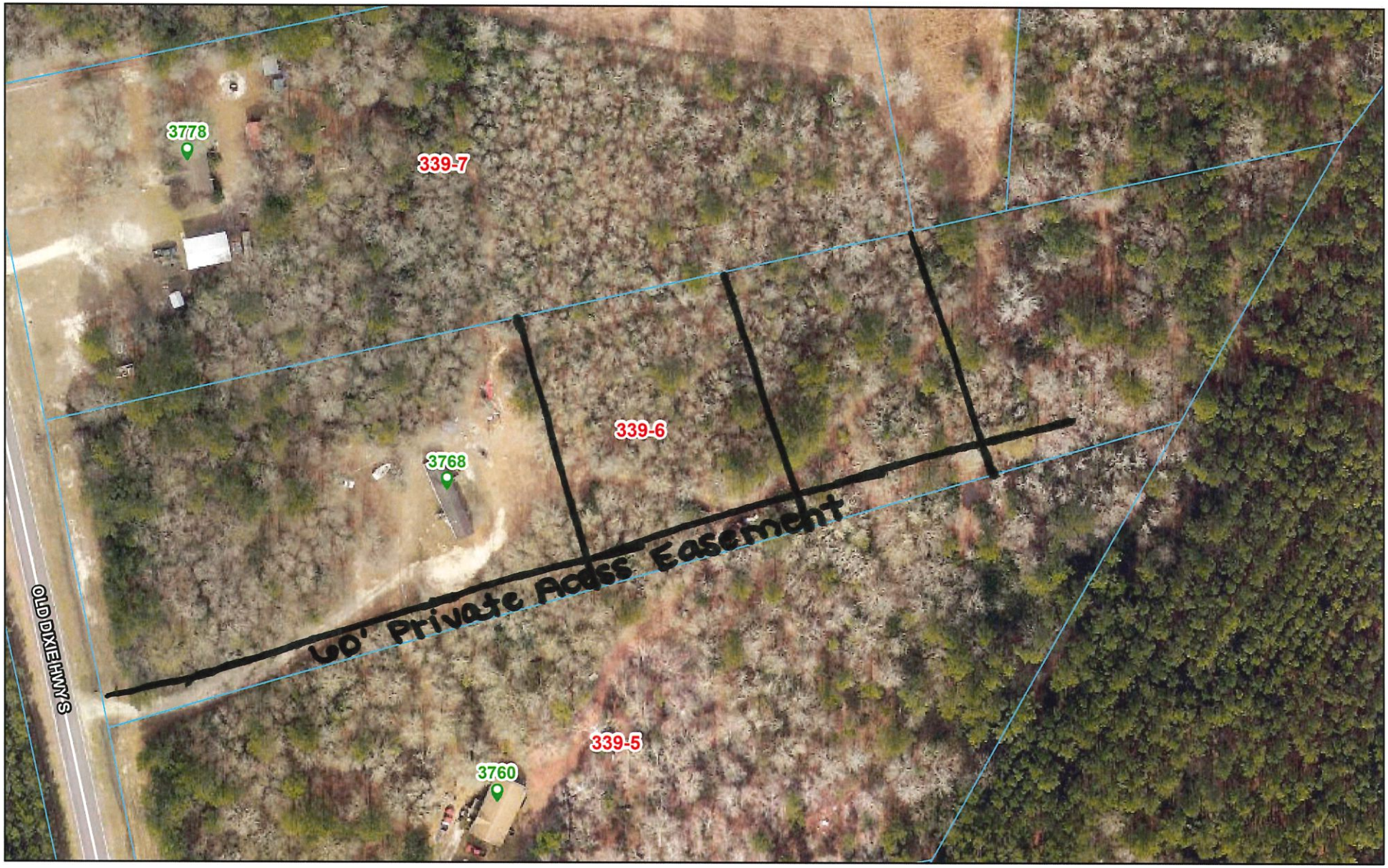
1:6,545

0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 k

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham Coun BOC

339-6



2/12/2024

Addresses
Roads
Tax Parcels
Tax Parcel Labels

Efn_fin_cache
Red: Band_1
Green: Band_2
Blue: Band_3

1:1,636

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham Coun
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 **Penny West– (Map # 339 Parcel # 6)** 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?

8.) B.S.

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 **Penny West– (Map # 339 Parcel # 6)** 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?

P.H.

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 **Penny West– (Map # 339 Parcel # 6)** from **AR-1** to **AR-2** zoning.

Yes No ? 1. Is this proposal inconsistent with the county's master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

D.B.

9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_✓_____ DISAPPROVAL_____

Of the rezoning request by applicant **Penny West– (Map # 339 Parcel # 6)** 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?

A.Z.

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 **Penny West– (Map # 339 Parcel # 6)** 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?

R.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: March 19, 2024
Item Description: **Penny West** requests to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site. Located at 3768 Old Dixie Highway South. **[Map# 339 Parcel# 6]**

Summary Recommendation
Staff and Planning Board have reviewed the application and recommend **approval** of the request to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing to subdivide the property. In do so, the parcel will no longer be a conforming Ar-1 lot and will need to be zoned AR-2.
- This parcel is currently served by private well and septic.
- The Future Land Use Map has this parcel projected as agriculture.
- At the February 13, 2024, Planning Board meeting, Mr. Peter Higgins made motion for approval with Staff recommendations. Mr. Brad Smith second the motion and it carried unanimously.
- At the March 5, 2024, Board of Commissioners meeting Commissioner Deloach asked to table this item to the March 19, 2024 meeting. Commissioner Burdette second the motion and it carried unanimously.

Alternatives
1. Approve the request to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site, with the following conditions:
- A plat must be approved and signed by Development Services, then recorded, before zoning can take effect.

2. Deny the request for to **rezone** +/- 5 acres from **AR-1** to **AR-2** to allow for a new home site.

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. 339-6

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 339-6

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, PENNY WEST has filed an application to rezone five (5) +/- acres; from AR-1 to AR-2 to allow for new home sites; map and parcel number 339-6, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on March 5, 2024, and notice of said hearing having been published in the Effingham County Herald on February 14, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on January 17, 2024; and

IT IS HEREBY ORDAINED THAT five (5) +/- acres; map and parcel number 339-6, located in the 3rd commissioner district is rezoned from AR-1 to AR-2 to allow for new home sites, with the following conditions:

- A plat must be approved and signed by Development Services, then recorded, before zoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

AUDIT PRESENTATION

Presentation of the Fiscal Year 2023 audited financial report by Lanier, Deal & Proctor

(copies of the report will be distributed at the meeting)

To maintain compliance with Georgia Code Title 36, Chapter 60 § 36-60-8 governments are required to conduct an audit of the body's financial affairs in conformity with generally accepted government auditing standards.

Staff Report

Subject: Approval of the audited annual financial report for transmission to the State of Georgia
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/19/24
Item Description: Consideration to approve the FY 2023 audited annual financial report for transmission to the State of Georgia

Summary Recommendation:
Staff is requesting approval to submit the audited annual financial report for the fiscal year ended June 30th, 2023 to the State of Georgia

Executive Summary:
Each year an audit is conducted. The audit is designed, planned, and conducted to comply with state and federal regulations, to provide our residents and the Board of Commissioners with an independent review of our financial status, and to ensure our financial statements are in compliance with GAAP (generally accepted accounting principles) and GASB (Governmental Accounting Standards Board) standards using GAGAS (generally accepted government auditing standards).

Background:
1. There are three major portions of the audited annual financial report which consists of the independent auditor's report, management's discussion and analysis, and the audited financial statements.
2. The independent auditor's report is the auditor's opinion regarding our financial statements.
3. Management's discussion and analysis is the staff's financial narrative of the audited financial statements.
4. The financial statements contain both county-wide and individual fund statements prepared in accordance with GAAP and GASB standards.

Alternatives for Commission to Consider:
1. Affirm the audited annual financial report and approve the audit and submission to the State of Georgia
2. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Affirm the audited annual financial report and approve the audit and submission to the State of Georgia.

Other Alternatives:
N/A

Department Review: *(list departments)*
Finance

Funding Source:
N/A

Attachments:
Bound copy of FY 2023 audited annual financial report provided

Staff Report

Subject: Approval of Amendment to Administrative Services Agreement.
Author: Sarah Mausolf, Director
Department: Human Resources and Risk Management
Meeting Date: March 19, 2024
Item Description: Request approval of Amendment to Administrative Services Agreement

Summary Recommendation
Staff recommends approving this amendment effective 1/1/2024 through 12/31/2024.

Alternatives

1. Recommend approval of Amendment to Administrative Services Agreement.
2. Disapprove and provide staff with guidance on how to proceed.

Other Alternatives: None

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

Funding Source: None

Attachment: 0124- Effingham County Board of Commissioners- Amendment.

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "**Amendment**") effective as of **January 01, 2024** (the "**Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **January 01, 2021**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Effingham County Board of Commissioners** ("**Client**") as follows:

1. **SECTION 3: TERM; TERMINATION.**

A. Subsection a. of Section 3. TERM; TERMINATION of the Agreement is hereby amended by the addition of the following new subsubsection i. as follows:

i. Renewal Term. For the avoidance of doubt, the Renewal Term commencing as of **January 01, 2024** will continue through and including **December 31, 2024**, and thereafter this Agreement will continue to renew as set forth under Section 3.a.

2. **FEE SCHEDULE.**

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted in their entirety and replaced with the following new Administrative Fees for the Renewal Term commencing as of **January 01, 2024** through **December 31, 2024**:

Administrative Services	**Per Employee Per Month January 01, 2024 – December 31, 2024**
• **Aetna Choice® POS II Network Access** • **Case Management** • **COBRA Administration (plus 2% of collected premium in addition to PEPM fee set forth)** • **Enlight Reporting Package** • **Medical Plan Administration** • **Pharmacy Benefits Manager ("PBM") Coordination Fee** • **Stop Loss Integration Fee** • **Utilization Management**	$32.55

Administrative Services	**Fee January 01, 2024 – December 31, 2024**	**Frequency of Occurrence**
Summary of Benefits and Coverage ("SBC") Production	$0.00	Waived
State Reporting and Remittance	$0.00	Waived
COBRA - Stand Alone Dental & Vision	$0.00	Waived
Disease Management	$4.40	Per Employee Per Month
Employee Assistance Program (EAP) – Aetna Resources for Living - 6 Sessions	$1.85	Per Employee Per Month
Telemedicine◊☼	$1.55	Per Employee Per Month
Rx Smart Savings	$1.50	Per Employee Per Month

Selected PPN: Aetna Choice® POS II

Selected EAP Vendor: Aetna

◊This pricing for Telemedicine may increase anytime during the Term due to a price increase by the Telem Vendor. If such fee increase occurs, Meritain will notify Client in writing of the pricing increase. If Client does not desire to accept such new proposed fees, Client shall have the ability to terminate the Telemedicine Services upon written notice to Meritain.

☼The consult fee or Claim for Telemedicine Services ("**Telemedicine Claim**") is not included in this PEPM fee for Telemedicine. Client, through the Claims Payment Account or directly to the Telemedicine Vendor, or Participant, as applicable, is responsible to pay the Telemedicine Claim. If Client has a Qualified High Deductible Health Plan ("**QHDHP**"), Participant(s) under the QHDHP that receive Telemedicine Services are responsible to pay any applicable Telemedicine Claim until such Participant's deductible is satisfied.

B. The Credits/Allowances set forth under Section 3 of the Fee Schedule are hereby amended to include the new Credits/Allowance for the Renewal Term commencing as of **January 01, 2024** through **December 31, 2024** as follows:

Credit/Allowance Type	Amount	Frequency/Availability	Applicable Period
Wellness Program Allowance	$3,000	One-Time	January 01, 2024 - December 31, 2024

The wellness program allowance is limited to the amount, frequency/availability, and applicable period for this allowance set forth in the table above (the "Wellness Allowance"). The Wellness Allowance is intended to provide Client with an allowance of money from which Client can utilize to offset reasonable, identifiable expenses that Client may incur for its wellness program and activities provided to Participants under the Plan (the "Wellness Program").

The Wellness Allowance shall only be available for expenses incurred by Client in connection with the Wellness Program and may not be used for non-wellness services or services unrelated to the Wellness Program. Client's receipt of the Wellness Allowance is subject to: (i) Client providing Meritain an invoice detailing the expenses incurred for the Wellness Program; and (ii) Meritain's review and approval of such submitted expenses in accordance with Meritain's then-current policies. Meritain will not credit the Wellness Allowance or any portion thereof if Client does not incur eligible expenses for its Wellness Program during the year. Any unused Wellness Allowance or allowance amount will not carry over nor can be applied to any subsequent year.

Client represents and warrants that its use of the Wellness Allowance and any offering of prizes, gift cards, and/or giveaways in connection with the Wellness Allowance shall be in compliance with Applicable Laws. Client is solely responsible for filing any notices and/or forms, such as Form 1099, required by Applicable Law.

3. **PHARMACY BENEFITS MANAGEMENT SCHEDULE.**

The Agreement is hereby amended by the deletion of the Pharmacy Benefit Management Services Schedule in its entirety and is replaced with the following new Pharmacy Benefit Management Services Schedule attached hereto and incorporated herein.

4. **DISCLOSURES EXHIBIT.**

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

5. **MISCELLANEOUS.**

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.	**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**
Michael S. Thomas	
Name: Michael S. Thomas	Name:
Title: Regional President	Title:
Date: March 01, 2024	Date:

PHARMACY BENEFIT MANAGEMENT SERVICES SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this Pharmacy Benefit Management Services Schedule (this "**PBM Schedule**"), the pharmacy benefit management services (the "**PBM Services**") with respect to Client's PBM Plan (as hereinafter defined) are described below.

1. DEFINITIONS.

For the purposes of this PBM Schedule, the following phrases shall have the meaning set forth below:

a. **AWP** means the average wholesale price of a Covered Drug as identified by Medi-Span (or other drug pricing source mutually agreed upon by Meritain and PBM Vendor). The applicable AWP for prescriptions: (i) filled in any retail Network Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit National Drug Code ("**NDC**") for the package size from which the drug was actually dispensed as such 11-digit NDC is reported by the Network Pharmacy, and (ii) filled in any mail service Network Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit NDC for the package size from which the drug was actually dispensed. The standard package size applicable to a mail service Network Pharmacy means one hundred (100) units (i.e., pills, tablets, capsules, etc.); unless a smaller package size is available from the manufacturer, or the actual package size dispensed for liquids and topical treatments. If Medi-Span does not provide an AWP for a particular 11-digit NDC (and Meritain and PBM Vendor have not agreed upon another drug pricing source for such NDC), the applicable AWP for such prescriptions will be the lowest cost AWP per unit for such Covered Drug as reported by Medi-Span.

b. **Brand Name Drug** means a Covered Drug that is not a Generic Drug.

c. **Covered Drug** means any prescription drugs, devices, over-the-counter drugs, supplies and Specialty Products that are prescribed by a Prescribing Provider and that are covered under the PBM Plan including all services usually and customarily rendered by a pharmacy in the normal course of business such as including dispensing, counseling and product consultation.

d. **Generic Drug** means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name that is: (i) therapeutically equivalent and interchangeable with Brand Name Drugs having an identical amount of the same active ingredient(s) and approved by the FDA; or (ii) classified and reported as a generic drug by the PBM vendor or Medi-Span.

e. **Formulary** means the list of Covered Drugs developed and maintained by Meritain and its PBM Vendor, as amended from time to time, and adopted by Client for its PBM Plan.

f. **Maximum Allowable Cost** or **MAC** means the unit price established by the PBM Vendor for a drug with more than two sources included on the MAC drug list applicable to Client, which list may be amended from time to time by the PBM Vendor in maintaining its generic pricing program.

g. **Mail Service Pharmacy** means any licensed mail service pharmacy that has entered into an agreement with the PBM Vendor to supply or dispense Covered Drugs.

h. **Network Pharmacy** means any Retail Pharmacy, Mail Service Pharmacy or Specialty Pharmacy.

i. **PBM Claim** means a request by any person, PBM Participant, or Network Pharmacy for payment or reimbursement for Covered Drugs.

j. **PBM Participant** means any person who is eligible, properly enrolled and entitled to benefits under the terms of the PBM Plan.

k. **PBM Plan** means that benefit plan or benefit plan component under the Plan that provides cove prescription drugs and/or other drugs and items prescribed by a Prescribing Provider, including Specialty Products, and which will include significant cost-sharing benefits and minimal cost sharing by individual PBM Participants (i.e. copayments, deductibles, and/or co-insurances consistent with traditional industry standards), all as more specifically described in such PBM Plans.

l. **PBM Documents** means the documents that specify the Covered Drugs, items that are expressly excluded from coverage under the PBM Plan, the amount which a PBM Participant is required to pay for a prescription in accordance with the PBM Plan (which may be a deductible, coinsurance or copayment, or other reimbursement rates), and any other information and terms necessary for the implementation and management of the PBM Plan.

m. **PBM Vendor** means the organization that Meritain has arranged to provide claims processing and adjudication and other services for the PBM Plan.

n. PBM Vendor Specialty Pharmacy means a licensed pharmacy owned and operated by the PBM Vendor that supplies and dispenses Specialty Products.

o. **Prescribing Provider** means any physician, dentist, hospital, or other medical practitioner, or medical care facility or vendor of supplies or services, who or which is authorized to prescribe medications or drugs.

p. **Retail Pharmacy** means any licensed retail pharmacy that has entered into an agreement with the PBM Vendor to participate in the retail network established by the PBM Vendor to supply or dispense prescription drugs.

q. **Specialty Pharmacy** means any licensed pharmacy that has entered into an agreement with the PBM Vendor to supply or dispense Specialty Products.

r. **Specialty Products** means those Covered Drugs, medicines, agents, substances and other therapeutic products that are designated by the PBM Vendor as Specialty Products due to their particular characteristics, including one or more of the following: (i) they address complex, chronic diseases with many associated co-morbidities (e.g., cancer, rheumatoid arthritis, hemophilia, multiple sclerosis), (ii) they require a greater amount of pharmaceutical oversight and clinical monitoring for side effect management and to limit waste, (iii) they have limited pharmaceutical supply chain distribution as determined by the drug's manufacturer and/or (iv) their relative expense.

s. **U&C** means a pharmacy's usual and customary selling price for a Covered Drug.

2. **TERMINATION.**

Either party may terminate this PBM Schedule and the PBM Services upon at least forty-five (45) days written notice to the other party prior to the end of the Initial Term or any Renewal Term, such termination to be effective only upon the end of such Initial Term or Renewal Term. The termination or expiration of this PBM Schedule or the PBM Services hereunder by itself as permitted under this Section shall in no event constitute or result in the termination or expiration of this Agreement.

3. **PBM PROGRAM.**

a. PBM Documents. Meritain shall provide Client with the required PBM Documents for completion by Client. The terms of the PBM Documents, and any amendments or changes thereto, must be mutually agreed upon by the parties, and Client shall sign and return to Meritain such mutually agreed upon PBM Documents within such reasonable time that is required by Meritain. If Client does not timely sign and return the PBM Documents, such PBM Documents will be deemed accepted by Client and Meritain will

proceed to implement the PBM Plan in accordance with the information provided by Client in the PBM Documents.

b. Formulary. Client acknowledges and agrees that it shall participate in the Formulary as offered by Meritain, provided however, such Formulary is subject to change at PBM Vendor's sole discretion due to various factors, including without limitation market conditions, clinical information or cost. If Client desires to participate in the Formulary differently than as provided by Meritain, Client shall identify the nature and extent of such changes or deviations in the PBM Documents provided by Meritain, and such deviations and/or changes must be agreed upon by both parties in writing.

c. Cost Share. Client acknowledges and agrees that the terms and rates of this PBM Schedule and Meritain's obligation to perform hereunder are contingent upon Client's PBM Plan providing significant cost sharing consistent with industry standards ("**Traditional Cost-Sharing**"). If Client's PBM Plan does not have Traditional Cost-Sharing or is later modified such that it does not have Traditional Cost-Sharing for one-hundred percent patient responsibility plans or cash card plans, then notwithstanding anything to the contrary herein, Meritain shall have the right in its sole discretion and upon notice to Client to adjust the rates of this PBM Schedule retroactive to the point in time when Client instituted the one-hundred percent patient responsibility or cash card benefit plan.

d. Reporting. Meritain shall provide standard PBM Claims, eligibility, and management reporting to Client.

e. Call Center. Meritain shall make available to Client through the PBM Vendor, a toll-free telephone number to assist Client and its PBM Participants with eligibility and benefits verification, location of Network Pharmacies and other related PBM Participant matters.

4. **PRIOR AUTHORIZATION PROGRAM.**

Meritain shall arrange for prior authorization services through the PBM Vendor ("**PA Program**"), and drugs subject to the PA Program ("**PA Drugs**") are determined by the PBM Vendor. Under the PA Program, prior authorization from the PBM Vendor is required for any PA Drugs prior to being covered as a Covered Drug under the PBM Plan. Client acknowledges that the PA Program is based solely on objective criteria and the limited amount of patient information made available in the process of considering a request for prior authorization, and that determining whether to authorize coverage of a PA Drug under the PA Program is based on industry standard guidelines selected by the PBM Vendor. The PBM Vendor may rely entirely upon information about the PBM Participant and the diagnosis of the PBM Participant's condition provided to it from sources deemed reliable, including but not limited to the Prescribing Provider and the dispensing pharmacist. Notwithstanding the foregoing, none of Meritain or any of its affiliates, nor PBM Vendor, will undertake, and none of the foregoing are required, to make diagnoses, or to substitute its judgment for the professional judgment and responsibility of the Prescribing Provider.

5. **CLAIMS PROCESSING.**

Meritain shall arrange for claims processing and adjudication of PBM Claims by the PBM Vendor, including on-line claims processing for Covered Drugs dispensed by Network Pharmacies. Meritain does not process PBM Claims under the PBM Plan. The on-line claims processing services for Covered Drugs dispensed by Network Pharmacies shall include the following functions: (a) verification and application of eligibility, formulary inclusion, utilization history and the Plan's prescription drug program design; (b) drug utilization review; (c) calculation of benefits in accordance with the PBM Documents; and (d) the provision of ministerial adjudication of PBM Claims.

6. **APPEALS.**

a. Client is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the PBM Plan, as such terms are interpreted under Applicable Law. Client, as Plan Administrator, retains complete authority and responsibility for the PBM Plan, its operation, and the benefits provided thereunder. Meritain is empowered to act on behalf of Client in connection with the PBM Plan only to the extent expressly stated

in this PBM Schedule, and except as provided in this Section: (i) the PBM Services will not inc power to exercise discretionary authority over Plan operations or Plan assets (if any), and (ii) Meritain will not for any purpose be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's services under this PBM Schedule are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by Client. Client has the sole and complete authority to determine eligibility of persons to participate in the PBM Plan, and has selected and is solely responsible for the PBM Plan's benefit and coverage design.

b. Client and Meritain agree that with respect to Section 503 of ERISA, Meritain, except as set forth under Section 6.d. of this PBM Schedule, will be the "appropriate named fiduciary" of the PBM Plan for the purpose of reviewing appeals of denials of prior authorization requests and appeals of denials of PBM Claims under the PBM Plan ("**Appeals**"). Client understands that the performance of fiduciary duties under ERISA necessarily involves the exercise of discretion on Meritain's part in the determination and evaluation of facts and evidence presented in support of any Appeals. Therefore, and to the extent not already implied as a matter of law, Client hereby delegates to Meritain discretionary authority to determine entitlement to benefits under the applicable Plan Documents for Appeals received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the PBM Plan. It is also agreed that, as between Client and Meritain, Meritain's decision on any Appeals is final and that Meritain has no other fiduciary responsibility.

c. Meritain shall receive, on behalf of Client, Appeals, and review Appeals received during the Term using its Appeal review procedures in a manner consistent with the Plan and Applicable Law.

d. If Meritain receives any Appeals involving or arising out of cost-share provisions or any other matter not expressly within the scope of Meritain's obligations under this Section it will refer such to Client for its exclusive and final resolution.

e. If the denial is upheld in the final level of appeal under the Plan Document, the Appeal will be reviewed to determine if the appeal is eligible for External Review Organization ("**ERO**") review, and if eligible, then the PBM Participant will be informed of his or her right to appeal to an ERO.

7. **NETWORK PHARMACY ACCESS.**

a. Network Access. Meritain shall arrange for access to Network Pharmacies through the PBM Vendor for Client and its PBM Participants for Covered Drugs. Meritain shall provide Client and its Participants with web-based access to the list of Network Pharmacies. Network Pharmacies are authorized to charge, and PBM Participants must pay, all applicable cost-share prior to dispensing the Covered Drug. Notwithstanding the foregoing, Retail Pharmacies and Mail Service Pharmacies for each Generic Drug dispensed are authorized to charge and collect from PBM Participants the lessor of: (i) the applicable cost-share, (ii) U&C, (iii) the MAC price, or (iv) the discount rate. Client acknowledges that the PBM Vendor, and not Meritain, is responsible for pharmacy credentialing, contracting, recruiting, licensing, accreditation, maintaining adequate staffing, practice and professional standards and all other activities pertinent to the responsibilities accorded to the pharmacy network.

b. Specialty Product Network Access. Client may select in the PBM Document the PBM Vendor's network that it desires to participate in and have access to for Specialty Products as set forth below:

i. Open Network. Under the Open Network Specialty Products option, Specialty Products may be filled through either a Specialty Pharmacy or a Retail Pharmacy. Specialty Products are not available from a Mail Service Pharmacy, and any Specialty Product prescription submitted to a Mail Service Pharmacy will be rejected with a "NDC not covered" message, and the prescription will automatically transfer to a Specialty Pharmacy. Client authorizes Meritain to permit the PBM Vendor and the Specialty Pharmacy to communicate with PBM Participants and Prescribing Providers regarding the transition from a Mail Service Pharmacy (or other pharmacy) to the selected Specialty

Pharmacy, and to advise PBM Participants filling Specialty Products in pharmacies of the fill prescriptions through the selected Specialty Pharmacy. A current list of Specialty Products offered under this provision may be obtained from Meritain upon request.

ii. Exclusive Network. Under the Exclusive Network Specialty Products option, Specialty Products may only be filled through a Specialty Pharmacy and are not available through either Retail Pharmacies or Mail Service Pharmacies, unless Client elects in the PBM Documents the option to allow for a one-time only fill of a Specialty Product at a Retail Pharmacy. Specialty Product prescriptions submitted to a Retail Pharmacy or Mail Service Pharmacy, except for the first time fill exception if elected, will be rejected with a "NDC not covered" message, and the prescription will be transferred to a Specialty Pharmacy. A current list of Specialty Products offered under this provision may be obtained from Meritain upon request.

c. Meritain does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at any Participating Pharmacy, the Mail Service Pharmacy or the Specialty Pharmacy. All pharmacies are independent contractors of PBM Vendor and Client acknowledges and agrees that neither Meritain nor the PBM Vendor shall have any liability to Client, the PBM Plan, any PBM Participant, or any other person or entity for any act or omission of any such pharmacy or its agents or employees.

8. **CLINICAL/TREND PROGRAMS.**

Meritain shall make available to Client certain clinical/trend programs as offered by the PBM Vendor, provided however such additional clinical/trend programs may be subject to an additional fee, and may be amended, changed, or deleted at the PBM Vendor's discretion. Client's selection of these services and implementation thereof must be documented via the PBM Documents or other written request from Client.

9. **DRUG UTILIZATION REVIEW ("DUR").**

Meritain shall arrange for the provision of a standard concurrent DUR analysis of each prescription submitted by a pharmacy on-line in order to assist the dispensing pharmacist and the Prescribing Provider to identify potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. DUR shall not substitute for the professional judgment of the Prescribing Provider, the dispensing pharmacist, or any other Provider providing services to PBM Participants.

a. Utilization management and safety.

i. Point of Sale Safety Review. Real-time safety alerts to pharmacies at the time a prescription is filled. (Alerts of interactions, allergies, therapeutic duplications, etc.).

ii. Standard Fraud, Waste, and Abuse Program. Pharmacy claims and target drugs, including but not limited to controlled substances are monitored to identify instances of fraud, waste and abuse.

iii. Retrospective Review. Pharmacist review of any retail or mail order drug claims or prescriptions within 72 hours to identify potential safety concerns or issues.

b. Medical Appropriateness.

i. Dose Optimization. Point-of-sale identification of opportunities where a high strength, single dose can be used in place of multiple daily dose quantities.

ii. Quantity Limits. Control maintenance over drugs with potential adverse effects of overdose, misuse or PBM Participant safety concerns without eliminating coverage.

iii. Dispense as Written ("**DAW**") 1 & 2. If elected by Client in the PBM Documents, DAW 1: outreach to physicians to determine if a Generic Drug may be substituted for a Brand Name Drug. If elected

by Client in the PBM Documents, DAW 2: outreach to PBM Participants to determine if a Drug may be substituted for a Brand Name Drug, and if so, encourage and educate such designated PBM Participant on the use and benefits of the Generic Drug equivalent.

10. **RATES AND FEES.**

Client shall fund all PBM Claims, including applicable dispensing fees, pursuant to the Claims payment section of this Agreement. Client shall also pay the applicable fees, if any, for the clinical/trend programs elected by Client pursuant to this Agreement. The discounts set forth in the PBM Schedule represent an aggregate estimate that may be realized by Client, as measured annually, on a component basis for all participating groups that are contracted with Meritain to provide pharmacy benefit management services.

11. **RATES FOR BRAND, GENERIC, AND COMPOUND DRUGS DISPENSED AT A RETAIL PHARMACY OR A MAIL SERVICE PHARMACY.**

Table A.

Rates, Credits, and Discounts	**Retail Pharmacy Discounts**	**Mail Service Pharmacy**	**Maintenance Choice**
Average Annual Brand Discount	AWP – 19.35 %	AWP – 25.10%	AWP – 25.10%
Average Annual Generic Drug Discount	AWP – 84.75%	AWP – 88.25%	AWP – 88.25%
Dispensing Fee/Rx	$0.60	$0.00 (subject to change for changes in postal rates)	$0.00

Truveris Consulting Fee, $15,000 per year paid by Meritain.

Compound Prescriptions: Lesser of U&C or combined AWP plus applicable service fee.

a. In no event shall the rates set forth above in Table A be applied to Specialty Products, regardless of the pharmacy from which they are dispensed. The rates for Specialty Products are set forth below in Table B or Table C, as applicable, for Specialty Products.

b. For each eligible generic prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C (retail only), MAC, or AWP discount price in determining the discount achieved.

c. The generic drug discount will apply to all MAC and non-MAC generics, including single source generics.

d. The retail reimbursement rates do not apply to non-retail providers such as long-term care facilities, home infusion pharmacies, and Indian Health/Tribal/Urban providers.

e. The proposed pricing as set forth above assumes the method of determining AWP based on the pricing files published by Medi-Span on or after September 27, 2009.

f. Limited distribution specialty/biotech drugs, over-the-counter products, supplies, administration of vaccines, compounds, subrogation claims and in-house or 340B pharmacy claims are excluded from the discounts set forth in this PBM Schedule.

g. Maintenance Choice only applies if Client elects in writing the Maintenance Choice program, and if elected by Client, only applies to 84-90 day supply of Covered Drugs on the Maintenance Choice drug

list that are filled at a CVS pharmacy. If requested by Client, Meritain shall provide Client the Drugs on the Maintenance Choice list.

12. **SPECIALTY PRODUCT REIMBURSEMENT RATES.**

a. Option 1- Retail Pharmacies & Specialty Pharmacy – Open Network:

Table B.

Pharmacy Location	Ingredient Cost	Dispensing Fee
Specialty Pharmacy	AWP – 20.70%	$0.00
Retail Pharmacy Specialty Products	AWP – 19.35%	$0.60

b. Option 2- Specialty Pharmacy- Exclusive Network:

Table C.

Exclusive Network	Ingredient Cost	Dispensing Fee
Specialty Medication	AWP – 21.20%	$0.00

13. **ADDITIONAL FEES & CHARGES.**

Table D.

	Fee
Participant and Pharmacy Submitted Paper Claims Processing	$1.50 per claim
Pharmacy Audit Recoveries	20% of audit recoveries
Prescription Drug Claim Audit Recoveries	20% of audit recoveries
Custom Ad-Hoc Reporting/Programming	billed at Meritain's then-current rate for such services
If Client Maintains and/or Operates an In-House Pharmacy	$2.00 per paid Covered Drug

14. **REBATES.**

a. Rebates to Client:

	Retail Pharmacy Discounts	**Mail Service Pharmacy**	**Maintenance Choice**
Rebate per covered and paid Brand Drug dispensed at a Retail Pharmacy or Mail Service Pharmacy	$245.13	$720.67	$720.67

	PBM Vendor Specialty Pharmacy	**Non-PBM Specialty Pharmacy or Retail Pharmacy**	**Mail Service Pharmacy**
Rebate per covered and paid Specialty Products dispensed at a:	$2,180.23	$245.13	$720.67

• **PBM Vendor Specialty Pharmacy;** • **Retail Pharmacy;** • **Mail Service Pharmacy;** • **Specialty Pharmacy that is not a PBM Vendor Specialty Pharmacy ("Non-PBM Specialty Pharmacy")**			

b. The rebates as set forth above will be paid to Client within 45 days of Meritain's receipt of rebates from PBM Vendor for the PBM Plan.

c. The rebate for Brand name Drugs provided at a Retail Pharmacy will apply to Brand Name Drugs and Specialty Products for the treatment of the human immunodeficiency virus (HIV).

d. The following PBM Claims and/or Covered Drugs do not qualify for rebates and are excluded from the Rebate Guarantee:

Over the Counter Drugs
Limited Distribution (LDD) Drugs
340B Claims
Compound Drugs
Paper or PBM Participant Submitted PBM Claims
Coordination of Benefits (COB) or Secondary Payor
Vaccines and Vaccine Administration
Biosimilar Drugs
Brand Name Drugs and Specialty Products not on the Formulary
Brand Name Drugs and Specialty Products provided or paid under consumer card or discount card programs

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. **STATEMENT OF AFFILIATION.**

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as "**affiliates**" or individually as an "**affiliate**"). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

2. **DESCRIPTION OF CHARGES, FEES, DISCOUNTS, PENALTIES AND ADJUSTMENTS APPLICABLE TO ANY CONTRACTS WITH MERITAIN.**

Meritain may receive compensation from insurance carriers ("**Carriers**") and managing general underwriters ("**MGUs**") in the form of fixed or contingent commissions and administrative fees. In some instances, the broker is entitled to a portion of the fixed or contingent commissions and administrative fees paid to Meritain. In those instances, Meritain will remit those amounts to the broker.

The parties acknowledge and agree that stop loss insurance policies are issued for one year terms, and therefore, Meritain is unable to disclose future commissions as of execution of this Agreement. Meritain will disclose future commissions (if any) at such time the policy is renewed or reissued.

Fixed Sales Commissions on Gross Insurance Premiums Payable to Meritain Per Year (if applicable):

Carrier	Commission type	Commission %
Voya/Stealth Partner Group	Meritain Stop Loss Commission	0.00%
Voya/Stealth Partner Group	Broker Stop Loss Commission	0.00%

Contingent Commissions

Contingent commissions may depend on a combination of factors such as growth, profitability, volume, retention and increased services that Meritain provides under agreements with certain Carriers and MGUs. There is no guarantee that Meritain will receive any contingent commissions. Also, in cases where Meritain agrees to provide administrative services that would otherwise be provided by a Carrier or MGU, some Carriers and MGUs pay administrative fees for these services. Below are descriptions of such commissions and fees that Meritain may receive:

None.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

Meritain, through its affiliate Aetna, has a variety of different VBC arrangements with many Network Providers. These arrangements compensate Network Providers to improve indicators of value such as, effective population health management, efficiency and quality care. Aetna's VBC models include: Pay-for-Performance (P4P), Bundled Payments, Patient Centered Medical Homes (PCMH), and Accountable Care Organizations (ACOs). Aetna will continue to evolve its VBC arrangements over time. Aetna employs a broad spectrum of different reimbursement and other incentive and adjustment arrangements with Network Providers to advance the goals of improving the quality of patient care and health outcomes, while controlling costs. Client's financial responsibility under each VBC arrangement is determined based on provider performance or other adjustment mechanisms, using an allocation method appropriate for each particular program. These methods may include: percentage of allowed claims dollars, percentage of plan participant member months, or specific savings for bundles payment cases.

Meritain will process any payments in accordance with the terms of each VBC arrangement or adjustment mechanism. In each of the VBC models, all self-funded customers reimburse Meritain for any payment attributable to their plan. Each customer's results will vary. It is possible that payments paid to a particular Network Provider or health system may be required even if Client's own population did not experience that same financial or qualitative improvements. It is also possible that payments will not be paid to a Network Provider even if Client's own population did experience financial and quality improvements.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.

In regards to the PBM Services set forth in the PBM Schedule of this Agreement, Meritain through its affiliate, receives compensation based on a mark-up, known as a differential, between the charges billed by the PBM Vendor and the charges billed to Client as set forth in the PBM Schedule. The actual amount of differential-based compensation that Meritain's affiliate may receive cannot be predicted, as it depends on various future factors such as the level of actual utilization and other factors external to the PBM Schedule. An estimate of the amount of differential-based compensation is possible by taking into account the range of percentage differentials

between the charges billed to Meritain's affiliate by the PBM Vendor and the charges billed to Client. Meritain and its affiliate anticipate that the differential will remain the same during the effective period of the PBM Schedule, there may be instances where the negotiated rates between Meritain's affiliate and the PBM Vendor are adjusted, and such adjustment can have the effect of increasing or decreasing the differential amount retained. If such adjustment occurs, Meritain through its affiliate shall have the right to retain the adjusted differential amount even if greater than the previously earned differential amount as further compensation for its services. The disclosures set forth in this Disclosures Exhibit together with any other disclosures provided in this Agreement, represent Meritain's full disclosure by which to reasonably estimate the total amount of all direct and indirect compensation Meritain's affiliate may receive in connection with the PBM Services.

Rebates: Meritain may receive and is entitled to retain rebates from the PBM Vendor based on certain prescription drugs covered under the PBM Plan that are filled for Participants. Client acknowledges that the PBM Vendor on its own account contracts or negotiates with pharmaceutical manufacturers to obtain rebates on certain prescription drugs, and Meritain may receive manufacturer rebates from the PBM Vendor directly attributable to the utilization of certain Covered Drugs by Participants under the PBM Plan. The actual amount of rebates vary by manufacturer and cannot be predicted as it depends on several factors, including but not limited to, the pharmaceutical manufacturer's offering of rebates, the type of prescription drug, the volume of utilization of certain prescription drugs, benefit designs, formulary, and/or the PBM Vendor's agreements with pharmaceutical manufacturers. Meritain has agreed to offer Client rebate amounts as specifically set forth under Section 14 of the PBM Schedule in connection with Covered Drugs obtained by Participants under the PBM Plan. If rebate amounts received by Meritain in connection with Covered Drugs under the PBM Plan exceed the rebate amounts offered to Client as specifically set forth in the PBM Schedule, Meritain shall have the right to retain the difference for such rebate amounts as further compensation for its services.

Staff Report **Sketch Plan**

Subject: Sketch Plan (Second District)
Author: Sammy Easton, Planner II
Department: Development Services
Meeting Date: March 19, 2024
Item Description: **Alec Metgzer** request approval of a **sketch plan** for "Buckingham Plantation Phase 3" Located on Noel C Conaway Road, zoned **R-6. [Map# 375 Parcel# 50]**

Summary Recommendation
Staff has reviewed the application, and recommends **Alternative 1** of a **sketch plan** for "Buckingham Plantation Phase 3"

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.
- On November 2, 2021, the Board of Commissioners approved the Rezoning and Sketch Plan of Buckingham Phase 3.
- Due to not beginning construction within a year of the Notice to Proceed being issued, the applicant must bring the Sketch Plan back before the Board of Approval.
- There are no changes to the sketch plan other than the stub out being removed. Previous staff required this stub out due to the Block Length exceeding the maximum length of 800ft in the ordinance.

Alternatives
1. Approve the **sketch plan** for "Buckingham Plantation Phase 3"
2. Deny the **sketch plan** for "Buckingham Plantation Phase 3"

Recommended Alternative: 1 **Other Alternatives:** 2
Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Sketch Plan Application 2. Sketch Plan 3. Aerial Photograph

County of Effingham, GA

2/20/2024

SKPN-24-5

Sketch Plan Submittal

Status: Active

Submitted On: 2/19/2024

Primary Location

0

,

Owner

Applicant

James Helmly

912-663-2231

jc_helmly@emc-eng.com

27 Chatham Center South Drive Suite A

Savannah, GA 31405

Internal Documents

Staff Report

No File Uploaded

Staff Review Letter

No File Uploaded

Board of Commissioners Meeting*

–

Map*

–

Parcel*

–

Description of Development*

Road Name*

Sketch Plan Modifications

Recommended Changes for Preliminary Plan

Applicant Information

Applicant / Agent Name*

Richard Flanders

Applicant Phone Number*

912-441-2319

Applicant Email Address*

Richard@horizonsavannah.com

Applicant Address*

37 W fairmont Ave, Unit 202

Applicant City*

Savannah

Applicant State*

Ga

Applicant Zip Code*

31406

Is Applicant owner of property?*

Yes

Project Information

Proposed Name of Project*

Buckingham Plantation Phase III

Map Number*

375

Parcel Number*

50

Total Acreage of Property*

36.83

Number of Lots Proposed*

57

Current Property Zoning*

R-6

Proposed Water*

Effingham

Proposed Sewer*

Effingham

Are any variances requested?*

None

If so, please described*

None

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

Applicant*

James Helmly
Feb 19, 2024

Owner*

Richard Flanders
Feb 19, 2024

Engineer Information

Engineer *

EMC Engineering Services Inc

Engineer Phone Number*

912-232-6533

Engineer Address*

27 Chatham Center South Suite A

Engineer City*

Savannah

Engineer State*

Ga

Engineer Zip Code*

31405

Surveyor Information

Surveyor*

EMC Engineering Services Inc

Surveyor Phone Number*

912-232-6533

Surveyor Address*

27 Chatham Center South Suite A

Surveyor City*

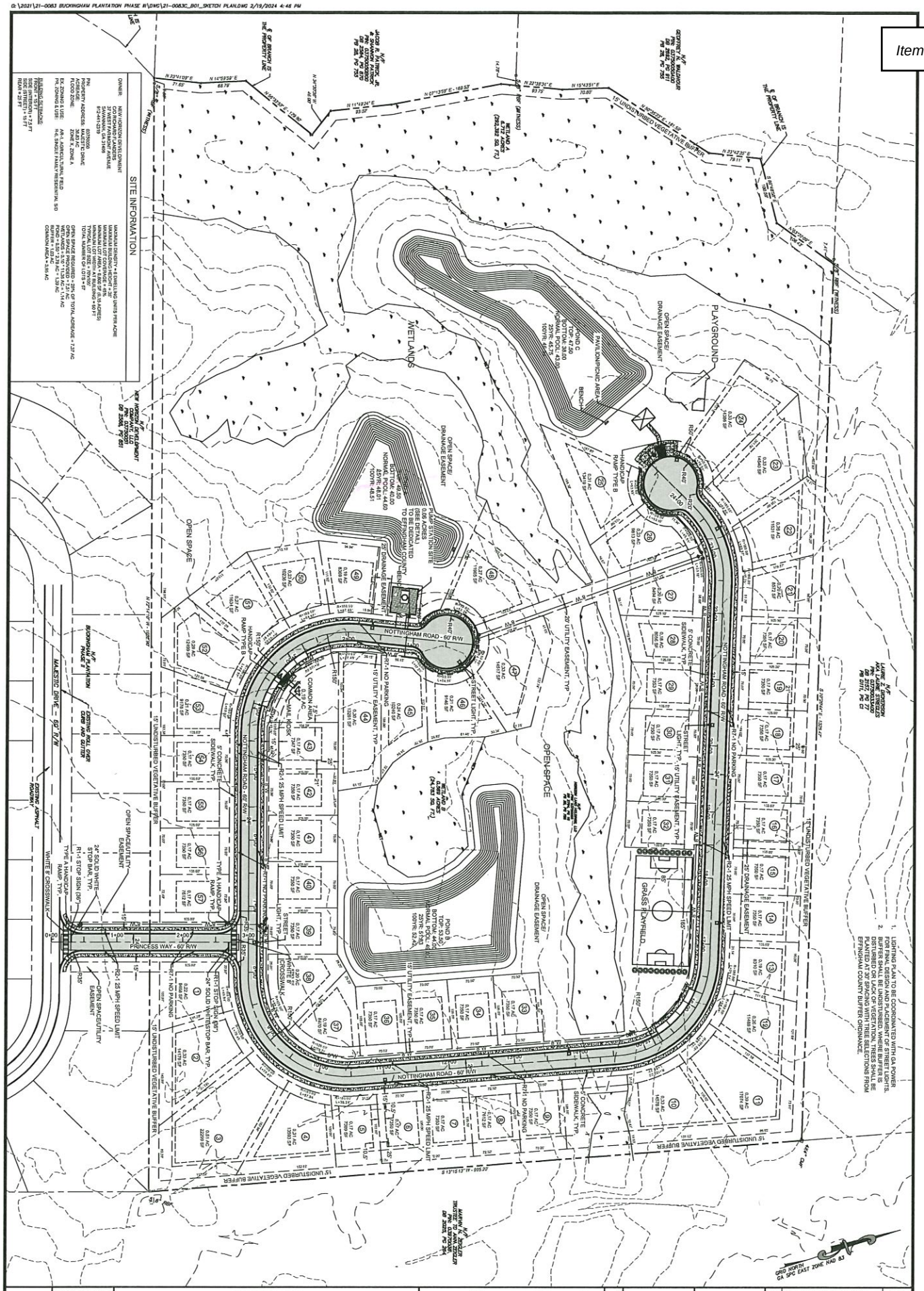
Savannah

Surveyor State*

Ga

Surveyor Zip Code*

31405



SKETCH PLAN

BUCKINGHAM PLANTATION PH III

MAJESTIC DRIVE

EFFINGHAM COUNTY, GEORGIA

Prepared for:

NEW HORIZON DEVELOPMENT COMPANY

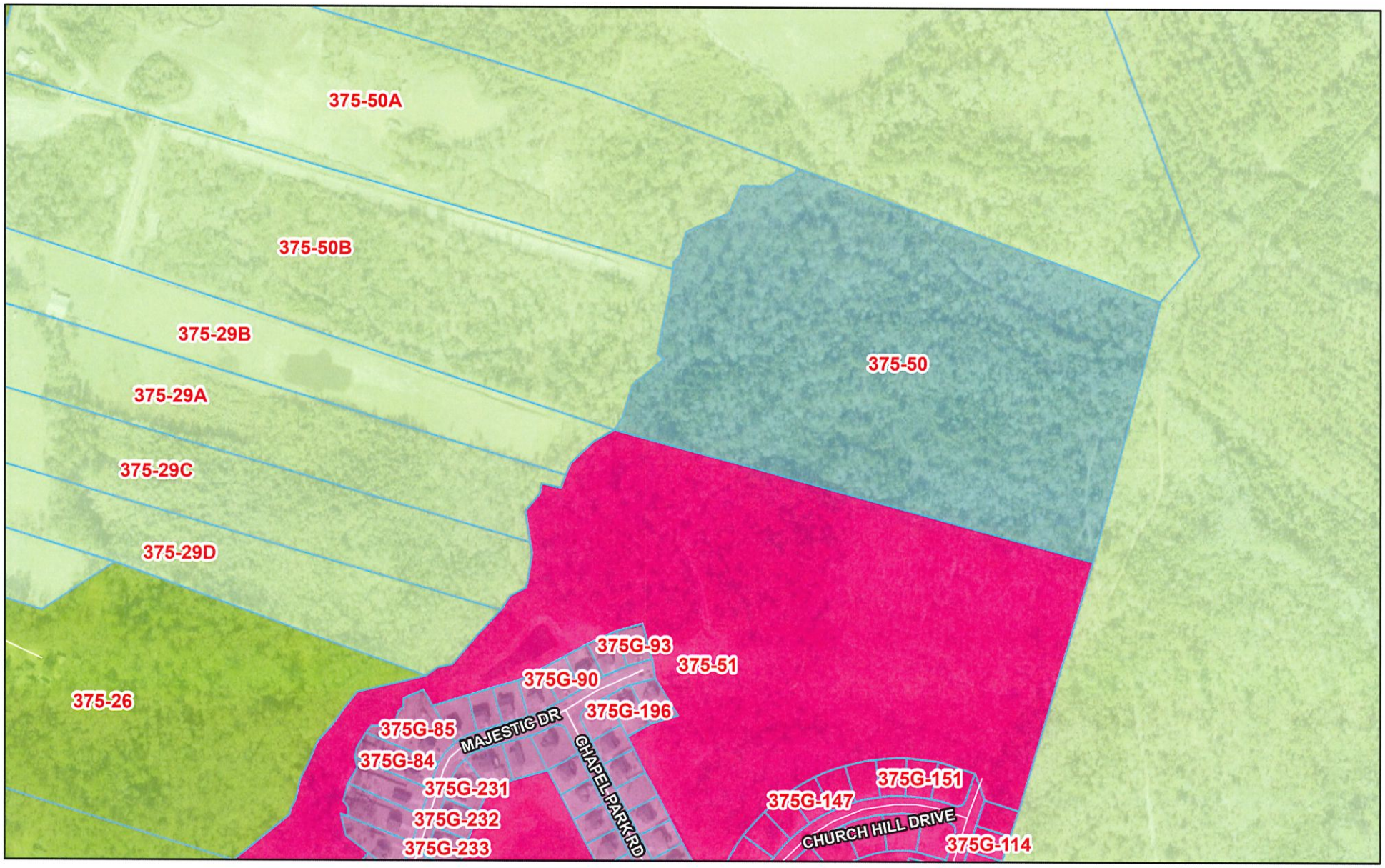
EMC ENGINEERING SERVICES, INC.
27 Chatham Center South, Suite A
Savannah, GA 31405
Ph: (912) 232-6533
Fax: (912) 233-4580
savannah@emc-eng.com
www.emc-eng.com
CIVIL MARINE ENVIRONMENTAL
ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

NO.	REVISION DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

PROJECT NO.: 21-0083
DRAWN BY: CFM
DESIGNED BY: JCH
SURVEYED BY: EMC
SURVEY DATE: FEB 2023
CHECKED BY: ABM
SCALE: 1" = 60'
DATE: AUGUST 2023

SHEET 1 OF 1

375-50



2/20/2024

Roads
Tax Parcels
Tax Parcel Labels
Effingham County Zoning
AR-1
AR-2
R-1
R-6
PD
Efn_fin_cache
Red: Band_1
Green: Band_2
Blue: Band_3

1:6,545

0 0.04 0.09 0.18 mi

0 0.07 0.15 0.3 km

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

EFFINGHAM COUNTY
SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

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	
(a) Project Information:		
	X	**1.** Proposed name of development.
	X	**2.** Names, addresses and telephone numbers of owner and applicant.
	X	**3.** Name, address and telephone number of person or firm who prepared the plans.
	X	**4.** Graphic scale (approximately 1"=100') and north arrow.
	X	**5.** Location map (approximately 1" = 1000').
	X	**6.** Date of preparation and revision dates.
	X	**7.** Acreage to be subdivided.
(b) Existing Conditions:		
	X	**1.** Location of all property lines.
	X	**2.** Existing easements, covenants, reservations, and right-of-ways.
	X	**3.** Buildings and structures.
	X	**4.** Sidewalks, streets, alleys, driveways, parking areas, etc.
	X	**5.** Existing utilities including water, sewer, electric, wells and septic tanks.
	X	**6.** Natural or man-made watercourses and bodies of water and wetlands.
	X	**7.** Limits of floodplain.
	X	**8.** Existing topography.
	X	**9.** Current zoning district classification and land use.
	N/A	**10.** Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
	X	**1.** Layout of all proposed lots.
	X	**2.** Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	X	**3.** Proposed zoning and land use.
	X	**4.** Existing buildings and structures to remain or be removed.
	X	**5.** Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	X	**6.** Proposed retention/detention facilities and storm-water master plan.

	X	**7.** Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	X	**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 5th day of August, 2021.

Notary

Applicant

Owner

TERRI L DELGHINGARO
MY COMMISSION EXPIRES
APRIL 22 2023
EFFINGHAM COUNTY, GA
NOTARY PUBLIC

Staff Report

Subject: Consideration to Approve a Resolution of Surplus
Author: Alison Bruton, Purchasing Agent
Department: Various
Meeting Date: 3/19/24
Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:

- From time to time the County has broken, unused, damaged or extra inventory. In order for the county to properly dispose of these items they must be declared surplus in accordance with O.C.G.A § 36-9-2 which states that the county "…may, by order entered onto its minutes, direct the disposal of any real property which may be lawfully disposed of and make and execute good and sufficient title thereof on behalf of the County."
- This resolution consists of vehicles which have either been replaced or are no longer in use by the various departments.

Alternatives for Commission to Consider:

1. Board's approval of the Resolution of Surplus.
2. Do not approve the Resolution of Surplus

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Various

Funding Source: NA

Attachments:

- Resolution of Surplus

NOTICE OF SALE

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on March 19, 2024 by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

Description	Department	Year	Make	Model	Serial Number / Identifying Number	Amount	UOM
Vehicle	Dev Services	2018	Chevrolet	Silverado	1GCPCNEC2JF143648	1	ea
Vehicle	Dev Services	2018	Chevrolet	Silverado	1GCPCNECXJF194721	1	ea
Vehicle	Tax Assessor	2015	Chevrolet	Cruze LS	1G1PA5SH0F7220193	1	ea
Vehicle	Tax Assessor	2015	Chevrolet	Cruze LS	1G1PA5SH5F7200280	1	ea
Vehicle	Tax Assessor	2015	Chevrolet	Cruze LS	1G1PA5SH7F7260707	1	ea
Vehicle	Tax Assessor	2015	Chevrolet	Cruze LS	1G1PA5SHXF7263102	1	ea
Vehicle	Tax Assessor	2015	Chevrolet	Cruze LS	1G1PA5SHXF7274696	1	ea
Vehicle	Finance/HR	2015	Chevrolet	Cruze LS	1G1PA5SH6F7250024	1	ea

Pursuant to said resolution the above described surplus property will be demolished, offered for sale by auction or by sealed bid; will be traded for newer or alternate equipment or will be donated to non-profit.

This _____ day of March, 2024

_____

Effingham County Board of Commissioners

ATTEST:

_____

Stephanie Johnson, County Clerk

Staff Report

Subject: Contract with Vertiv for UPS Maintenance Agreement
Author: Alison Bruton, PCPM; Jay Spinks, E-911 Director
Department: E-911
Meeting Date: 3/19/2024
Item Description: Approval of contract with Vertiv Services for UPS Maintenance Agreement

Summary Recommendation: Staff recommends approval of the Contract with Vertiv Services for UPS Maintenance Agreement

Executive Summary/Background:

- Vertiv has submitted the annual renewal proposal for the maintenance agreement for UPS Maintenance at the Effingham Multi-Agency Call Center, County radio tower sites (3) and 601 N Laurel St. in the amount of $17,285.00.
- The UPS systems work in conjunction with emergency generators to provide power during service utility outages and spikes. Using battery power, these units serve to keep emergency communication equipment running until the generators can crank and reach full voltage output.
- This maintenance agreement covers routine maintenance to include checking battery levels and performance, cables, filters, and overall systems functioning. If battery replacement is needed, that’s a separate charge that is also budgeted.
- Vertiv Services is the sole source vendor for service on Liebert Npower UPS units.

Alternatives for Commission to Consider

1. Board approval of the proposal with Vertiv Services for UPS Maintenance Agreement in the amount of $17,285.00.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, E-911

Funding Source: Current Operating Budget

Attachments: Vertiv Agreement

Proposal for Service

Vertiv Corporation

1/8/2024
EFFINGHAM COUNTY

1/8/2024
EFFINGHAM COUNTY
CPQ-613340-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (770) 449-4010. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Morgan Berry

6775 Meadow Lane
Alpharetta, GA 30005

PHONE (770) 781-0431
EMAIL mberry@joepowell.com

Order CPQ-613340-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over $10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:
Site#: 1144597
EFFINGHAM S RADIO TOWER
6600 HWY 21 SOUTH
RINCON, GA
31326
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1549316	NFINITY 4-16	NB20C0612600	1	ESSENTIAL (03/15/2024) - (03/14/2025)	$2,128.50

Item Sub Total Price: $2,128.50

Standard Maintenance Contracts:
Site#: 1144593
EFFINGHAM LANDFILL RADIO
181 RECYCLE WAY
GUYTON, GA
31312
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1339742	NFINITY 4-16	NB20R0612600	1	ESSENTIAL (03/15/2024) - (03/14/2025)	$2,128.50

Item Sub Total Price: $2,128.50

Standard Maintenance Contracts:
Site#: 1144565
EFFINGHAM CNTY ADMIN COMP
601 N LAUREL ST
SPRINGFIELD, GA
31329
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1523970	NFINITY 4-16	NB20C0612600	1	ESSENTIAL (03/15/2024) - (03/14/2025)	$2,128.50

Item Sub Total Price: $2,128.50

Standard Maintenance Contracts:
Site#: 1144591
EFFINGHAM CNTY MACC 911
181 RECYCLE WAY
GUYTON, GA
31312
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1438895	SEALED BATTERY	37BP050XPXABNS	1	Essential 8x5 (03/15/2024) - (03/14/2025)	$1,789.88
1438896	NPOWER 30-50	37SA050C0C6BA12	1	ESSENTIAL (03/15/2024) - (03/14/2025)	$5,191.24
1438892	SEALED BATTERY	37BP050XPXBBNL	1	Essential 8x5 (03/15/2024) - (03/14/2025)	$1,789.88

Item Sub Total Price: $8,771.00

Standard Maintenance Contracts:
Site#: 1144595
EFFINGHAM N RADIO TOWER
3576 HWY 21 NORTH
SPRINGFIELD, GA
31329
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1365007	NFINITY 4-16	NB20R0612600	1	ESSENTIAL (03/15/2024) - (03/14/2025)	$2,128.50

Item Sub Total Price: $2,128.50

Total price not including tax: $17,285.00
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3-PHASE MODELS

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE

Vertiv Customer Engineers (CEs) are the only authorized, factory- trained and OEM-supported service providers for Vertiv equipment with access to Vertiv's proprietary service tools and software to ensure optimal equipment performance.

- Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply Vertiv's knowledge base to diagnose, configure and optimize your Vertiv equipment.
- Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.
- Vertiv exclusively enables:
    - Access to OEM engineering support and product enhancements.
    - Optimized methods of procedure for efficient service supported by proprietary documentation.
    - Improved MTBR and MTTR.
    - Root cause forensic analysis.
    - Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment's lifecycle.
    - CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
    - Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.

- Vertiv Service CEs are trained in NFPA 70E and OSHA best practices, and all processes and procedures strictly comply with NFPA 70E industry standards.

SERVICE PERFORMED

Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current
9. Check power capacitors for swelling or leaking oil (if applicable).
10. Check power capacitors for swelling or leaking oil (if applicable).
11. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
12. Measure and record harmonic trap filter currents (if applicable).
13. Check the inverter and rectifier snubbers for burned or broken wires.
14. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
15. Check fuses on the DC capacitor deck for continuity (if applicable).
16. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
17. Calibrate and record all electronics to system specifications.
18. Check or perform Engineering Field Change Notices (FCN) as necessary.
19. Measure and record all low-voltage power supply levels.
20. Record phase-to-phase input voltage and currents.
21. Record real and apparent power for each phase.
22. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

NFINITY

ESSENTIAL SERVICE PARTS NOT GUARANTEED - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Parts are NOT Guaranteed. If a part is required to service the equipment and is available, it will be covered under this contract (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

SERVICE PERFORMED

UPS Preventive Maintenance Service

1. Record the phase to phase input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer to and from bypass.
9. Perform an operational test of the system including unit transfer to and from battery.

10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
11. Return the system to normal load and verify the output voltage.
12. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Parts and labor for KVA or battery upgrades not included. Labor is included if performed during a scheduled PM.

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

PM Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.

11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Measure and record all battery connection Ohmic values, when applicable.
14. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-613340-1

Purchase order must be assigned to:
Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed with signed proposal to:
Email: mberry@joepowell.com

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.
Visit http://vertivco.com/legalentityinfo for changes you may need to make.

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO ***NOT*** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other_____

☐ Accounts Payable Email _____@_____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person:_____ Phone: _____

* * COVERAGE DETAILS * *

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Morgan Berry 1/8/2024
Morgan Berry Date

Accepted By:

X_____
Buyer Signature Required Date

X_____
Printed Name Phone

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES**: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of $19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of $750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES**: Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT**: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY**: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY**: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE**.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY**: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of $2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of $2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of $2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE**: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION**: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES**: Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL**: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE**: Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING**: Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION**: Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING**: Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS**: Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES**: Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS**: Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA**: To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT**: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION**: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS**: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS**: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

COPYRIGHT 2022 Vertiv Group Corp. All rights reserved. Vertiv™ and the Vertiv logo are trademarks or registered trademarks of Vertiv Group Corp. All other names and logos referred to are trade names, trademarks or registered trademarks of their respective owners. While every precaution has been taken to ensure accuracy and completeness here, Vertiv Group Corp. assumes no responsibility, and disclaims all liability, for damages resulting from use of this information or for any errors or omissions. Specifications, rebates and other promotional offers are subject to change at Vertiv's sole discretion upon notice. SL-70604_REVE_5-22.

Staff Report

Subject: Approval of Intergovernmental Agreement for Effingham County participation in a Housing Needs Assessment
Author: Alison Bruton, Procurement and Capital Projects Manager
Department:
Meeting Date: March 19, 2024
Item Description: Intergovernmental Agreement for Effingham County participation in a Housing Needs Assessment

Summary Recommendation: Staff recommends approval of the Intergovernmental Agreement for Effingham County participation in a Housing Needs Assessment

Executive Summary/Background:

- The Intergovernmental Agreement participants include the Savannah Economic Development Authority (SEDA), Bryan County, Bulloch County, Chatham County, Effingham County, City of Savannah, GA Department of Community Affairs, and OneGeorgia Authority (Administering Agency together with DCA).
- SEDA has been requested to enter into a Specialized Services Agreement with Georgia Tech Research Corporation, for GTRC to conduct a “Coastal Housing Study” in the southeast portion of the State including Bryan County, Bulloch County, Chatham County, Effingham County, and Savannah, for the purposes of conducting a comprehensive analysis of the housing market and to provide a housing market needs assessment and planning services for the four-county area.
- In order to provide funds to SEDA to enter into the Agreement with GTRC, a total of $200,983.00 will be due within 30 days of the Agreement being signed between SEDA and GTRC. The funds will be provided as follows:
    - (a) $100,983.00 will be provided by the Administering Agency in the form of a State Grant;
    - (b) Bryan Conty will provide $20,000.00;
    - (c) Bulloch County will provide $20,000.00;
    - (d) Chatham County will provide $20,000.00;
    - (e) Effingham County will provide $20,000,00; and
    - (f) Savannah will provide $20,000.00.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of Intergovernmental Agreement for Effingham County participation in a Housing Needs Assessment and $20,000 funding
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Attorney, County Manager, Dev. Services Director
Funding Source: Consulting, Budget Amendment will be needed
Attachments: Intergovernmental Agreement

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "**Contract**") is entered into as of _____, 2024, by and between the SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY, is a public body corporate and politic ("**SEDA**") created and validly existing pursuant to the Constitution and laws of the State of Georgia, BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Bryan County**"), BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Bulloch County**"), CHATHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Chatham County**"), EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Effingham County**"), the CITY OF SAVANNAH, a municipal corporation of the State of Georgia ("**Savannah**"), and the GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, an agency within the executive branch of the State of Georgia ("**DCA**") and the administering agency for the ONEGEORGIA AUTHORITY, an instrumentality of the State of Georgia and a public corporation ("**OneGeorgia,**" and, together with DCA, the "**Administering Agency**").

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia (the "**State**") to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, SEDA has been requested to enter into a Specialized Services Agreement (the "**Agreement**") with Georgia Tech Research Corporation, a Georgia Corporation ("**GTRC**"), for GTRC to conduct a "Coastal Housing Study" in the southeast portion of the State including Bryan County, Bulloch County, Chatham County, Effingham County, and Savannah, for the purposes of conducting a comprehensive analysis of the housing market and to provide a housing market needs assessment and planning services for the four-county area (the "**Housing Report**"); and

WHEREAS, SEDA will engage GTRC under the Agreement and the costs of the Housing Study will be paid from funds from the Administering Agency (the "**State Grant**"), and from funds to be provided by Bryan County, Bulloch County, Chatham County, Effingham County, and Savannah in accordance with this Contract; and

WHEREAS, each of the parties to this Contract benefit from economic and industrial development to include projects like a regionally impactful project to grow their respective tax base and provide sufficient jobs for all of its citizens, and it is necessary to study the housing market and needs associated with a regionally impactful project; and

WHEREAS, the parties propose to enter into this Contract pursuant to which SEDA will enter into the Agreement with GTRC to provide the Housing Report, and Bryan County, Bulloch

County, Chatham County, Effingham County, and Savannah, in consideration of such services provided by SEDA, will agree to pay to SEDA amounts, in addition to the State Grant, sufficient for SEDA to enter into the Agreement.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Representations.

Representations by SEDA. SEDA makes the following representations as the basis for the undertakings on its part herein contained:

(a) SEDA is a public body corporate and politic of the State, having the power to enter into and execute, deliver and perform this Contract, and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract.

(b) There is no litigation or proceeding pending, or to the knowledge of SEDA threatened, against SEDA or against any other party which would have a material adverse effect on the right of SEDA to execute this Contract or the ability of SEDA to comply with any of its obligations hereunder; and

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of SEDA in accordance with its terms, and performance by SEDA of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which SEDA is a party or by which SEDA is bound.

Representations by Bryan County, Bulloch County, Chatham County and Effingham County. Bryan County, Bulloch County, Chatham County and Effingham County (collectively, the "**Counties**") make the following representations as the basis for the undertakings on its part herein contained:

(a) The Counties are each political subdivisions of the State of Georgia. Under the Constitution and laws of the State, the Counties are authorized to execute, deliver and perform their obligations under this Contract. This Contract is a valid, binding and enforceable obligation of each of the Counties.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by each of the Counties, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by each of the Counties of this Contract do not violate the laws or Constitution of the State and do not

constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of each of the Counties, threatened against or affecting each of the Counties (or, to the knowledge of each of the Counties, any meritorious basis therefor) (i) contesting or questioning the existence of the Counties or the titles of the present officers of the Counties to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Counties and (2) the transactions contemplated by this Contract.

Representations by Savannah. Savannah makes the following representations as the basis for the undertakings on its part herein contained:

(e) Savannah is a municipal corporation of the State of Georgia. Under the Constitution and laws of the State, Savannah is authorized to execute, deliver and perform its obligations under this Contract. This Contract is a valid, binding and enforceable obligation of Savannah.

(f) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by Savannah, except as shall have been obtained as of the date hereof.

(g) The authorization, execution, delivery and performance by Savannah of this Contract does not violate the laws or Constitution of the State and does not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of Savannah, threatened against or affecting Savannah (or, to the knowledge of Savannah, any meritorious basis therefor) (i) contesting or questioning the existence of Savannah or the titles of the present officers of Savannah to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of Savannah and (2) the transactions contemplated by this Contract.

Section 2. **The Housing Report and Agreement**. SEDA will act as sole and exclusive agent on behalf of the Counties, Savannah, and the Administering Agent to proceed forthwith with entering into the Agreement with GTRC. The Housing Report shall be acquired in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The Housing Report shall be acquired by SEDA and provided to each of the Counties and Savannah.

Section 3. **Consideration**. In order to provide funds to SEDA to enter into the Agreement with GTRC, a total of $200,983.00 will be due within 30 days of the Agreement being signed between SEDA and GTRC. The funds will be provided as follows:

(a) $100,983.00 will be provided by the Administering Agency in the form of a State Grant;
(b) Bryan Conty will provide $20,000.00;
(c) Bulloch County will provide $20,000.00;
(d) Chatham County will provide $20,000.00;
(e) Effingham County will provide $20,000,00; and
(f) Savannah will provide $20,000.00.

Such funds shall be remitted to SEDA within five (5) business days of this Contract being entered into by each of the parties.

In the event the fees under the Agreement exceed the total of $200,983.00, each of the parties agrees to work in good faith to provide any additional funds needed to comply with the Agreement and complete the Housing Report.

Section 4. **Amendments**. The parties to this Contract contemplate that there may be one or more amendments to this Contract entered into to include additional consideration by the parties or to provide that additional parties may become a party to this Contract. Any amendment to this Contract will not be binding upon the parties unless such amendment is in writing and duly executed by each of the parties.

Section 5. **Time is of the Essence**. Time is of the essence in complying with the terms, conditions and agreements of this Contract. Upon any failure of a party to perform in compliance with this Contract, the other parties will have all rights and remedies afforded to such parties at law or in equity.

Section 6. **Counterparts**. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. **Law Governing Contract**. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[signatures continue on the following pages]

IN WITNESS WHEREOF, parties have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

(S E A L)

By:_____
President and CEO

Attest:

_____
Assistant Secretary

BRYAN COUNTY, GEORGIA

(S E A L)

By:_____
Chairman

Attest:

_____
County Clerk

BULLOCH COUNTY, GEORGIA

(S E A L)

By:_____
Chairman

Attest:

_____
County Clerk

CHATHAM COUNTY, GEORGIA

(S E A L)

By:_____
Chairman

Attest:

_____
County Clerk

EFFINGHAM COUNTY, GEORGIA

(S E A L)

By:_____
Chairman

Attest:

_____
County Clerk

CITY OF SAVANNAH, GEORGIA

(S E A L)

By:_____
City Manager

Attest:

_____
City Clerk

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

(S E A L)

By:_____
Commissioner

Attest:

_____

Staff Report

Subject: Approval of Contract 23-ITB-051 with McLendon Enterprises for the Hodgeville Resurfacing Project
Author: Alison Bruton, Procurement and Capital Projects Manager
Department: Public Works
Meeting Date: March 19, 2024
Item Description: Contract 23-ITB-051 with McLendon Enterprises for the Hodgeville Resurfacing Project

Summary Recommendation: Staff recommends approval of Contract 23-ITB-051 with McLendon Enterprises for the Hodgeville Resurfacing Project

Executive Summary/Background:

- Staff posted an ITB for the Hodgeville Resurfacing Project which includes improvements at the intersections of Hodgeville/Forest Haven and Hodgeville/Scuffletown. Robers Civil Engineering is the engineer on the project.
- Three bids were received:
    - McLendon Enterprises: $2,764,686.33
    - Reeves Construction: $2,882,370.57
    - C. W. Matthews Construction: $3,046,099.99
- The submittals have been reviewed by staff, Roberts Civil Engineering, and Thomas and Hutton staff serving as Program Management for this project.

Alternatives for Commission to Consider

1. Approval of Contract 23-ITB-051 with McLendon Enterprises for the Hodgeville Resurfacing Project in the amount of $2,764,686.33
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: PCPM, RCE Staff, T&H, County Engineer
Funding Source: TSPLOST, Budget Amendment may be needed
Attachments: Contract 23-ITB-051 and Tabluation

INVITATION FOR BID

23-ITB-051

HODGEVILLE ROAD RESURFACING AND INTERSECTION IMPROVEMENTS

Effingham County

804 S Laurel Street

Springfield, GA 31329

Effingham County
INVITATION FOR BID

23-ITB-051

Hodgeville Road Resurfacing and Intersection Improvements

I. AGREEMENT .....

Attachments:

A - Evaluation Tabulation FULL

1. AGREEMENT

1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-ITB-051Hodgeville Road Resurfacing and Intersection Improvements

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

McLendon Enterprises, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

1.2. Article 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work to be performed under this project includes the resurfacing of Hodgeville Road and the improvements to the intersections at Hodgeville/Scuffletown and Hodgeville/Forest Haven.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-ITB-051, Hodgeville Road Resurfacing and Intersection Improvements

1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department's Consultant, Roberts Civil Engineering, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4. Article 3 - CONTRACT TIMES

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

3.02. Days to Achieve Completion and Final Payment
The Work will be completed within 365 days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to $2,764,686.33, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-ITB-051.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments
Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02. Progress Payments; Retainage
A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in the following section 6.02.A.1 immediately following as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above, titled Liquidated Damages.

a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03. Final Payment
A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

1.8. Article 7 - INTEREST

7.01. All moneys not paid when due as provided in The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS

8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.10. Article 9 - CONTRACT DOCUMENTS

9.01. Contents

A. The Contract Documents consist of the following:

1. This Agreement, all pages inclusive
2. General Conditions, as listed in 23-ITB-051 document
3. Supplemental Conditions, as listed in 23-ITB-051 document
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda Addenda Number 1
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.
   b. Documentation submitted by Contractor prior to Notice of Award.
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice of Award .

b. Notice to Proceed.
c. Work Change Directives.
d. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this CONTRACTS DOCUMENTS section.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
A Field Order;
1. A/E's approval of a Shop Drawing or Sample; or
2. A/E's written interpretation or clarification.

1.11. Article 10 - COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

1.12. Article 11 - INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

1.13. Article 12 - INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor

agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

1.14. Article 13 - MISCELLANEOUS

13.01. Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03. Successors and Assigns

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04. Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05. Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and

open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____
Title: Chairman

Attest: _____
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

CONTRACTOR:

_____

By: _____

Title:_____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

Effingham County
Purchasing
Alison Bruton, Purchasing Agent
804 S Laurel Street, Springfield, GA 31329

EVALUATION TABULATION

ITB No. 23-ITB-051

Hodgeville Road Resurfacing and Intersection Improvements

RESPONSE DEADLINE: March 1, 2024 at 2:00 pm
Report Generated: Friday, March 8, 2024

SELECTED VENDOR TOTALS

Vendor	Total
McLendon Enterprises Inc.	$2,764,686.33
Reeves Construction Company	$2,882,370.57
C. W. Matthews Contracting Co., Inc.	$3,046,099.9902

HODGEVILLE RESURFACING

Hodgeville Resurfacing					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	150-1000 TRAFFIC CONTROL	1	LS	$341,295.93	$341,295.93	$148,996.00	$148,996.00	$102,000.00	$102,000.00
X	2	231-1250 MISCELLANEOUS CONSTRUCTION, UNPAVED ROADS, STREETS AND DRIVEWAYS	1	EA	$1,628.34	$1,628.34	$1,341.00	$1,341.00	$500.00	$500.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville Resurfacing					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	402-1802 RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	800	TNS	$179.69	$143,752.00	$164.00	$131,200.00	$225.00	$180,000.00
X	4	402-1812 RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	2550	TNS	$118.17	$301,333.50	$136.00	$346,800.00	$124.20	$316,710.00
X	5	402-3113 RECYCLED ASPH CONC 12.5 MM SUPERPAVE GP 1 or 2, INCL BITUM MATL & H LIME	6500	TNS	$119.12	$774,280.00	$137.00	$890,500.00	$123.55	$803,075.00
X	6	413-1000 BITUM TACK COAT	5600	GAL	$2.54	$14,224.00	$3.20	$17,920.00	$0.01	$56.00
X	7	432-0206 MILL ASPH PVMT VARIABLE DEPTH (AVG 1 1/2 IN DEPTH)	4400	SY	$7.64	$33,616.00	$6.10	$26,840.00	$6.20	$27,280.00
X	8	653-0120 THERMOPLASTIC PVMT MARKING ARROW TP 2	9	EA	$75.00	$675.00	$75.00	$675.00	$75.00	$675.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville Resurfacing					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	653-1704 THERMO SOLID TRAFFIC STRIPE, 24", WHITE	275	LF	$9.00	$2,475.00	$9.00	$2,475.00	$9.00	$2,475.00
X	10	653-2501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" WHITE	7.76	LM	$2,200.00	$17,072.00	$2,200.00	$17,072.00	$2,200.00	$17,072.00
X	11	653-2502 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" YELLOW	5.83	LM	$2,200.00	$12,826.00	$2,200.00	$12,826.00	$2,200.00	$12,826.00
X	12	653-3502 THERMOPLASTIC SKIP TRAFFIC STRIPE, 5" YELLOW	2.05	GLM	$1,450.00	$2,972.50	$1,450.00	$2,972.50	$1,450.00	$2,972.50
X	13	653-6006 THERMOPLASTIC TRAFFIC STRIPING, YELLOW	650	SY	$6.50	$4,225.00	$6.50	$4,225.00	$6.50	$4,225.00
X	14	654-1001 RAISED PVMT MARKERS TP 1	1100	EA	$5.00	$5,500.00	$5.00	$5,500.00	$5.00	$5,500.00
X	15	654-1002 RAISED PVMT MARKERS TP 2	800	EA	$5.00	$4,000.00	$5.00	$4,000.00	$5.00	$4,000.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville Resurfacing					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16	654-1003 RAISED PVMT MARKERS TP 3	30	EA	$5.00	$150.00	$5.00	$150.00	$5.00	$150.00
X	17	210-0200 GRADING PER MILE	3.82	LM	$21,608.19	$82,543.2858	$11,176.00	$42,692.32	$7,145.00	$27,293.90
X	18	706-1002 TURF ESTABLISHMENT TP B	4	AC	$2,850.00	$11,400.00	$2,850.00	$11,400.00	$3,770.00	$15,080.00
Total						$1,753,968.5558		$1,667,584.82		$1,521,890.40

HODGEVILLE @ SCUFFLETOWN INTERSECTION

Hodgeville @ Scuffletown Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	000-0001 SIGNAGE INSTALLATION INCL POST	7	EA	$400.00	$2,800.00	$400.00	$2,800.00	$400.00	$2,800.00
X	2	150-1000 TRAFFIC CONTROL	1	LS	$44,928.00	$44,928.00	$38,784.00	$38,784.00	$69,985.00	$69,985.00
X	3	163-0232 TEMPORARY GRASSING	1.04	AC	$1,500.00	$1,560.00	$1,500.00	$1,560.00	$1,340.00	$1,393.60
X	4	163-0240 MULCH	4.35	TN	$300.00	$1,305.00	$300.00	$1,305.00	$1.00	$4.35

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Scuffletown Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	163-0301 CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	$7,283.37	$7,283.37	$2,475.00	$2,475.00	$4,000.00	$4,000.00
X	6	163-0503 CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	1	EA	$700.00	$700.00	$634.00	$634.00	$2,375.00	$2,375.00
X	7	163-0529 CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	100	LF	$30.00	$3,000.00	$7.10	$710.00	$22.00	$2,200.00
X	8	163-0550 CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	3	EA	$350.00	$1,050.00	$350.00	$1,050.00	$300.00	$900.00
X	9	165-0010 MAINT. OF TEMPORAY SILT FENCE, TP A	2845	LF	$2.00	$5,690.00	$0.50	$1,422.50	$2.00	$5,690.00
X	10	165-0087 MAINT. OF SILT CONTROL GATE, TP 3	1	EA	$300.00	$300.00	$270.00	$270.00	$840.00	$840.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Scuffletown Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	165-0101 MAINT. OF CONSTRUCTION EXIT	1	EA	$3,960.08	$3,960.08	$1,787.00	$1,787.00	$1,600.00	$1,600.00
X	12	167-1500 WATER QUALITY INSPECTIONS	6	MO	$500.00	$3,000.00	$1,901.00	$11,406.00	$1,480.00	$8,880.00
X	13	171-0010 TEMPORARY SILT FENCE, TYPE A	5690	LF	$3.45	$19,630.50	$3.50	$19,915.00	$2.85	$16,216.50
X	14	210-0100 GRADING COMPLETE	1	LS	$213,883.88	$213,883.88	$204,524.00	$204,524.00	$219,195.00	$219,195.00
X	15	310-5080 GRADED AGGREGATE BASE CRS, 8 IN. INCL. MATL.	1187	SY	$44.87	$53,260.69	$37.00	$43,919.00	$65.15	$77,333.05
X	16	402-3113 RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	386	TN	$134.91	$52,075.26	$148.00	$57,128.00	$188.00	$72,568.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Scuffletown Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	17	402-3190 RECYCLED ASPH CONC 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	131	TN	$177.88	$23,302.28	$157.00	$20,567.00	$199.50	$26,134.50
X	18	413-1000 BITUMINOUS TACK COAT	539	GAL	$2.54	$1,369.06	$4.10	$2,209.90	$0.01	$5.39
X	19	441-6012 CONC CURB & GUTTER, 6 IN. X 24 IN., TP 2	385	LF	$45.78	$17,625.30	$29.50	$11,357.50	$38.55	$14,841.75
X	20	550-1240 STORM ELLIPTICAL DRAIN PIPE (24 IN) 30 IN W X 19 IN H, H 1-10	295	LF	$221.19	$65,251.05	$129.00	$38,055.00	$144.50	$42,627.50
X	21	550-3324 SAFETY END SECTION 30 IN W X 19 IN H, STORM DRAIN, 4:1 SLOPE	1	EA	$4,149.40	$4,149.40	$3,131.00	$3,131.00	$3,430.00	$3,430.00
X	22	603-2181 STN DUMPED RIP RAP, TP 3, 18 IN	1.48	SY	$231.74	$342.9752	$141.00	$208.68	$1,770.00	$2,619.60

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Scuffletown Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	23	653-0120 THERMOPLASTIC PVMT MARKING, ARROW TP 2	6	EA	$75.00	$450.00	$75.00	$450.00	$75.00	$450.00
X	24	653-1704 THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	22	LF	$9.00	$198.00	$9.00	$198.00	$9.00	$198.00
X	25	653-1906 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2673	LF	$0.45	$1,202.85	$0.50	$1,336.50	$0.45	$1,202.85
X	26	653-2602 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2992	LF	$0.45	$1,346.40	$0.50	$1,496.00	$0.45	$1,346.40
X	27	653-3501 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	237	GLF	$0.30	$71.10	$0.30	$71.10	$0.30	$71.10
X	28	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	33	SY	$6.50	$214.50	$6.50	$214.50	$6.50	$214.50

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Scuffletown Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	29	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW	281	SY	$6.50	$1,826.50	$6.50	$1,826.50	$6.50	$1,826.50
X	30	654-1001 RAISED PVMT MARKERS TP 1	65	EA	$5.00	$325.00	$5.00	$325.00	$5.00	$325.00
X	31	654-1003 RAISED PVMT MARKERS TP 3	10	EA	$5.00	$50.00	$5.00	$50.00	$5.00	$50.00
X	32	668-2100 DROP INLET, GP 1	3	EA	$6,649.65	$19,948.95	$6,250.00	$18,750.00	$6,070.00	$18,210.00
X	33	700-6910 PERMANENT GRASSING	1.04	AC	$4,500.00	$4,680.00	$4,500.00	$4,680.00	$3,775.00	$3,926.00
X	34	700-9300 SOD	581	SY	$21.25	$12,346.25	$21.25	$12,346.25	$11.85	$6,884.85
Total						$569,126.3952		$506,962.43		$610,344.44

HODGEVILLE @ FOREST HAVEN INTERSECTION

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	000-001 SIGNAGE INSTALLATION INCL POST	9	EA	$400.00	$3,600.00	$400.00	$3,600.00	$400.00	$3,600.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	150-1000 TRAFFIC CONTROL	1	LS	$52,795.00	$52,795.00	$57,128.00	$57,128.00	$77,500.00	$77,500.00
X	3	163-0232 TEMPORARY GRASSING	1.2	AC	$1,500.00	$1,800.00	$1,500.00	$1,800.00	$1,340.00	$1,608.00
X	4	163-0240 MULCH	5	TN	$300.00	$1,500.00	$300.00	$1,500.00	$1.00	$5.00
X	5	163-0301 CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	$7,283.37	$7,283.37	$2,474.00	$2,474.00	$4,000.00	$4,000.00
X	6	163-0503 CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	1	EA	$700.00	$700.00	$634.00	$634.00	$2,375.00	$2,375.00
X	7	163-0529 CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	70	LF	$30.00	$2,100.00	$7.10	$497.00	$28.00	$1,960.00
X	8	163-0550 CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	3	EA	$350.00	$1,050.00	$350.00	$1,050.00	$300.00	$900.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	165-0010 MAINT. OF TEMPORARY SILT FENCE, TP A	1020	LF	$2.00	$2,040.00	$0.50	$510.00	$2.00	$2,040.00
X	10	165-0087 MAINT. OF SILT CONTROL GATE, TP 3	1	EA	$300.00	$300.00	$270.00	$270.00	$840.00	$840.00
X	11	165-0101 MAINT. OF CONSTRUCTION EXIT	1	EA	$3,960.08	$3,960.08	$1,785.00	$1,785.00	$1,600.00	$1,600.00
X	12	167-1500 WATER QUALITY INSPECTIONS	6	MO	$500.00	$3,000.00	$1,901.00	$11,406.00	$1,400.00	$8,400.00
X	13	171-0010 TEMPORARY SILT FENCE, TYPE A	2040	LF	$3.45	$7,038.00	$3.45	$7,038.00	$2.85	$5,814.00
X	14	210-0100 GRADING COMPLETE	1	LS	$302,000.38	$302,000.38	$237,364.00	$237,364.00	$295,225.00	$295,225.00
X	15	310-5080 GRADED AGGREGATE BASE CRS, 8 IN. INCL. MATL.	1334	SY	$43.80	$58,429.20	$37.00	$49,358.00	$73.35	$97,848.90

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	16	402-3113 RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	404	TN	$133.57	$53,962.28	$147.00	$59,388.00	$185.70	$75,022.80
X	17	402-3190 RECYCLED ASPH CONC 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	146	TN	$171.14	$24,986.44	$190.00	$27,740.00	$199.20	$29,083.20
X	18	413-1000 BITUMINOUS TACK COAT	568	GAL	$2.54	$1,442.72	$4.10	$2,328.80	$0.01	$5.68
X	19	441-6012 CONC CURB & GUTTER, 6 IN X 24 IN., TP 2	429	LF	$44.68	$19,167.72	$28.50	$12,226.50	$38.55	$16,537.95
X	20	550-1240 STORM ELLIPTICAL DRAIN PIPE (24 IN) 30 IN W X 19 IN H, H 1-10	370	LF	$279.51	$103,418.70	$129.00	$47,730.00	$163.05	$60,328.50
X	21	550-3324 SAFETY END SECTION 30 IN W X 19 IN H, STORM DRAIN, 4:1 SLOPE	2	EA	$4,149.41	$8,298.82	$2,843.00	$5,686.00	$2,970.00	$5,940.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	22	550-4236 ELLIPTICAL FLARED END SECTION (36 IN)., 45 IN W X 29 IN H STORM DRAIN 4:1	4	EA	$3,611.14	$14,444.56	$3,109.00	$12,436.00	$4,220.00	$16,880.00
X	23	603-2182 STN DUMPED RIP RAP, TP 3, 24 IN	4.2	SY	$275.03	$1,155.126	$148.00	$621.60	$623.00	$2,616.60
X	24	603-2186 STN DUMPED RIP RAP, TP 3, 36 IN	11.66	SY	$326.02	$3,801.3932	$148.00	$1,725.68	$295.00	$3,439.70
X	25	653-0120 THERMOPLASTIC PVMT MARKING, ARROW TP 2	6	EA	$75.00	$450.00	$75.00	$450.00	$75.00	$450.00
X	26	653-1704 THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	14	LF	$9.00	$126.00	$9.00	$126.00	$9.00	$126.00
X	27	653-1906 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2893	LF	$0.45	$1,301.85	$0.50	$1,446.50	$0.45	$1,301.85

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	28	653-2602 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	3311	LF	$0.45	$1,489.95	$0.50	$1,655.50	$0.45	$1,489.95
X	29	653-3501 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	220	GLF	$0.30	$66.00	$0.30	$66.00	$0.30	$66.00
X	30	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	39	SY	$6.50	$253.50	$6.50	$253.50	$6.50	$253.50
X	31	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW	275	SY	$6.50	$1,787.50	$6.50	$1,787.50	$6.50	$1,787.50
X	32	654-1001 RAISED PVMT MARKERS TP 1	61	EA	$5.00	$305.00	$5.00	$305.00	$5.00	$305.00
X	33	654-1003 RAISED PVMT MARKERS TP 3	19	EA	$5.00	$95.00	$5.00	$95.00	$5.00	$95.00
X	34	668-2100 DROP INLET, GP 1	3	EA	$6,649.65	$19,948.95	$6,250.00	$18,750.00	$6,070.00	$18,210.00
X	35	700-6910 PERMANENT GRASSING	1.2	AC	$4,500.00	$5,400.00	$4,500.00	$5,400.00	$3,775.00	$4,530.00

EVALUATION TABULATION
ITB No. 23-ITB-051
Hodgeville Road Resurfacing and Intersection Improvements

Hodgeville @ Forest Haven Intersection					C. W. Matthews Contracting Co., Inc.		McLendon Enterprises Inc.		Reeves Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	36	700-7000 AGRICULTURAL LIME	1.2	TN	$100.00	$120.00	$100.00	$120.00	$404.25	$485.10
X	37	700-9300 SOD	630	SY	$21.25	$13,387.50	$21.25	$13,387.50	$11.85	$7,465.50
Total						$723,005.0392		$590,139.08		$750,135.73

Hodgeville Resurfacing				McLendon Enterprises Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	150-1000 TRAFFIC CONTROL	1	LS	$148,996.00	$148,996.00
2	231-1250 MISCELLANEOUS CONSTRUCTION, UNPAVED ROADS, STREETS AND DRIVEWAYS	1	EA	$1,341.00	$1,341.00
3	402-1802 RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	800	TNS	$164.00	$131,200.00
4	402-1812 RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	2550	TNS	$136.00	$346,800.00
5	402-3113 RECYCLED ASPH CONC 12.5 MM SUPERPAVE GP 1 or 2, INCL BITUM MATL & H LIME	6500	TNS	$137.00	$890,500.00
6	413-1000 BITUM TACK COAT	5600	GAL	$3.20	$17,920.00
7	432-0206 MILL ASPH PVMT VARIABLE DEPTH (AVG 1 1/2 IN DEPTH)	4400	SY	$6.10	$26,840.00
8	653-0120 THERMOPLASTIC PVMT MARKING ARROW TP 2	9	EA	$75.00	$675.00
9	653-1704 THERMO SOLID TRAFFIC STRIPE, 24", WHITE	275	LF	$9.00	$2,475.00
10	653-2501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" WHITE	7.76	LM	$2,200.00	$17,072.00
11	653-2502 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5"	5.83	LM	$2,200.00	$12,826.00
12	653-3502 THERMOPLASTIC SKIP TRAFFIC STRIPE, 5" YELLOW	2.05	GLM	$1,450.00	$2,972.50
13	653-6006 THERMOPLASTIC TRAFFIC STRIPING, YELLOW	650	SY	$6.50	$4,225.00
14	654-1001 RAISED PVMT MARKERS TP 1	1100	EA	$5.00	$5,500.00
15	654-1002 RAISED PVMT MARKERS TP 2	800	EA	$5.00	$4,000.00
16	654-1003 RAISED PVMT MARKERS TP 3	30	EA	$5.00	$150.00
17	210-0200 GRADING PER MILE	3.82	LM	$11,176.00	$42,692.32
18	706-1002 TURF ESTABLISHMENT TP B	4	AC	$2,850.00	$11,400.00
	Total				**$1,667,584.82**

Hodgeville @ Scuffletown Intersection				McLendon Enterprises Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	000-0001 SIGNAGE INSTALLATION INCL POST	7	EA	$400.00	$2,800.00
2	150-1000 TRAFFIC CONTROL	1	LS	$38,784.00	$38,784.00
3	163-0232 TEMPORARY GRASSING	1.04	AC	$1,500.00	$1,560.00
4	163-0240 MULCH	4.35	TN	$300.00	$1,305.00
5	163-0301 CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	$2,475.00	$2,475.00
6	163-0503 CONSTRUCT AND REMOVE SILT CONTROL GATE, TP	1	EA	$634.00	$634.00
7	163-0529 CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	100	LF	$7.10	$710.00
8	163-0550 CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	3	EA	$350.00	$1,050.00
9	165-0010 MAINT. OF TEMPORAY SILT FENCE, TP A	2845	LF	$.50	$1,422.50
10	165-0087 MAINT. OF SILT CONTROL GATE, TP 3	1	EA	$270.00	$270.00
11	165-0101 MAINT. OF CONSTRUCTION EXIT	1	EA	$1,787.00	$1,787.00
12	167-1500 WATER QUALITY INSPECTIONS	6	MO	$1,901.00	$11,406.00
13	171-0010 TEMPORARY SILT FENCE, TYPE A	5690	LF	$3.50	$19,915.00
14	210-0100 GRADING COMPLETE	1	LS	$204,524.00	$204,524.00
15	310-5080 GRADED AGGREGATE BASE CRS, 8 IN. INCL. MATL.	1187	SY	$37.00	$43,919.00
16	402-3113 RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	386	TN	$148.00	$57,128.00
17	402-3190 RECYCLED ASPH CONC 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	131	TN	$157.00	$20,567.00
18	413-1000 BITUMINOUS TACK COAT	539	GAL	$4.10	$2,209.90
19	441-6012 CONC CURB & GUTTER, 6 IN. X 24 IN., TP 2	385	LF	$29.50	$11,357.50
20	550-1240 STORM ELLIPTICAL DRAIN PIPE (24 IN) 30 IN W X 19 IN H, H 1-10	295	LF	$129.00	$38,055.00
21	550-3324 SAFETY END SECTION 30 IN W X 19 IN H, STORM DRAIN, 4:1 SLOPE	1	EA	$3,131.00	$3,131.00
22	603-2181 STN DUMPED RIP RAP, TP 3, 18 IN	1.48	SY	$141.00	$208.68
23	653-0120 THERMOPLASTIC PVMT MARKING, ARROW TP 2	6	EA	$75.00	$450.00
24	653-1704 THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	22	LF	$9.00	$198.00

25	653-1906 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2673	LF	$.50	$1,336.50
26	653-2602 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2992	LF	$.50	$1,496.00
27	653-3501 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	237	GLF	$.30	$71.10
28	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	33	SY	$6.50	$214.50
29	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW	281	SY	$6.50	$1,826.50
30	654-1001 RAISED PVMT MARKERS TP 1	65	EA	$5.00	$325.00
31	654-1003 RAISED PVMT MARKERS TP 3	10	EA	$5.00	$50.00
32	668-2100 DROP INLET, GP 1	3	EA	$6,250.00	$18,750.00
33	700-6910 PERMANENT GRASSING	1.04	AC	$4,500.00	$4,680.00
34	700-9300 SOD	581	SY	$21.25	$12,346.25
	Total				**$506,962.43**

Hodgeville @ Forest Haven Intersection				McLendon Enterprises Inc.	
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
1	000-001 SIGNAGE INSTALLATION INCL POST	9	EA	$400.00	$3,600.00
2	150-1000 TRAFFIC CONTROL	1	LS	$57,128.00	$57,128.00
3	163-0232 TEMPORARY GRASSING	1.2	AC	$1,500.00	$1,800.00
4	163-0240 MULCH	5	TN	$300.00	$1,500.00
5	163-0301 CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	$2,474.00	$2,474.00
6	163-0503 CONSTRUCT AND REMOVE SILT CONTROL GATE, TP	1	EA	$634.00	$634.00
7	163-0529 CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	70	LF	$7.10	$497.00
8	163-0550 CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	3	EA	$350.00	$1,050.00
9	165-0010 MAINT. OF TEMPORARY SILT FENCE, TP A	1020	LF	$.50	$510.00
10	165-0087 MAINT. OF SILT CONTROL GATE, TP 3	1	EA	$270.00	$270.00
11	165-0101 MAINT. OF CONSTRUCTION EXIT	1	EA	$1,785.00	$1,785.00
12	167-1500 WATER QUALITY INSPECTIONS	6	MO	$1,901.00	$11,406.00
13	171-0010 TEMPORARY SILT FENCE, TYPE A	2040	LF	$3.45	$7,038.00
14	210-0100 GRADING COMPLETE	1	LS	$237,364.00	$237,364.00
15	310-5080 GRADED AGGREGATE BASE CRS, 8 IN. INCL. MATL.	1334	SY	$37.00	$49,358.00
16	402-3113 RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	404	TN	$147.00	$59,388.00
17	402-3190 RECYCLED ASPH CONC 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	146	TN	$190.00	$27,740.00
18	413-1000 BITUMINOUS TACK COAT	568	GAL	$4.10	$2,328.80
19	441-6012 CONC CURB & GUTTER, 6 IN X 24 IN., TP 2	429	LF	$28.50	$12,226.50
20	550-1240 STORM ELLIPTICAL DRAIN PIPE (24 IN) 30 IN W X 19 IN H, H 1-10	370	LF	$129.00	$47,730.00
21	550-3324 SAFETY END SECTION 30 IN W X 19 IN H, STORM DRAIN, 4:1 SLOPE	2	EA	$2,843.00	$5,686.00
22	550-4236 ELLIPTICAL FLARED END SECTION (36 IN)., 45 IN W X 29 IN H STORM DRAIN 4:1	4	EA	$3,109.00	$12,436.00
23	603-2182 STN DUMPED RIP RAP, TP 3, 24 IN	4.2	SY	$148.00	$621.60
24	603-2186 STN DUMPED RIP RAP, TP 3, 36 IN	11.66	SY	$148.00	$1,725.68
25	653-0120 THERMOPLASTIC PVMT MARKING, ARROW TP 2	6	EA	$75.00	$450.00
26	653-1704 THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	14	LF	$9.00	$126.00
27	653-1906 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2893	LF	$.50	$1,446.50
28	653-2602 THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	3311	LF	$.50	$1,655.50
29	653-3501 THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	220	GLF	$.30	$66.00
30	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	39	SY	$6.50	$253.50
31	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW	275	SY	$6.50	$1,787.50
32	654-1001 RAISED PVMT MARKERS TP 1	61	EA	$5.00	$305.00
33	654-1003 RAISED PVMT MARKERS TP 3	19	EA	$5.00	$95.00
34	668-2100 DROP INLET, GP 1	3	EA	$6,250.00	$18,750.00
35	700-6910 PERMANENT GRASSING	1.2	AC	$4,500.00	$5,400.00
36	700-7000 AGRICULTURAL LIME	1.2	TN	$100.00	$120.00
37	700-9300 SOD	630	SY	$21.25	$13,387.50
	Total				**$590,139.08**

Staff Report

Subject: Approval of Field Practicum Agreement with the National Medical Education & Training Center
Author: Alison Bruton, Procurement and Capital Projects Manager
Department: EMS
Meeting Date: March 19, 2024
Item Description: Field Practicum Agreement with the National Medical Education & Training Center (NMETC)

Summary Recommendation: Staff recommends approval of the Field Practicum Agreement with NMETC and Effingham County EMS

Executive Summary/Background:

- NMETC has requested approval of this Agreement to allow their student to do clinical hours with Effingham County EMS staff.
- NMETC will provide a Student Umbrella liability insurance policy in the amount of $2,000,000/$6,000,000 and well as Indemnify and hold Effingham EMS harmless against any and all claims and actions arising as a result of the actions or omissions of an intern who is not an employee of Effingham EMS provided that it can be demonstrated that appropriate supervision was available.

Alternatives for Commission to Consider

1. Approval of Field Practicum Agreement with the National Medical Education & Training Center
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: EMS, PCPM
Funding Source: None
Attachments: Field Practicum Agreement, CPO, Curriculum

5 Manley Street, West Bridgewater, MA 02379 | Phone: (508) 510-3666 Fax: (508) 510-3668 | www.nmetc.com

Field Practicum Agreement

THIS AGREEMENT, made and entered into, between National Medical Education & Training Center, hereinafter referred to as "NMETC," and Effingham County EMS hereinafter referred to as "the SERVICE,"

SERVICE:

Effingham County EMS
804 S. Laurel Street
Springfield, GA 31329

WITNESSETH THAT:

WHEREAS, NMETC and the Service are mutually desirous of promoting and providing for the training of Emergency Medical Technician, Advanced Emergency Medical Technicians and Paramedics

WHEREAS, NMETC, conducts Basic, Advanced Emergency Medical Technician and Paramedic Training Programs

WHEREAS, the Service is a duly licensed ambulance service at the basic and paramedic level, for advanced life support;

NOW THEREFORE, both Parties do mutually agree that:

A. The initial term of this Agreement shall be for two (2) years, commencing on February 9, 2024 Thereafter, this Agreement shall be automatically renewed for periods of one (1) year each unless otherwise terminated as provided herein. Notwithstanding a termination, those Students of the School currently in a Program at the service may complete the Program, subject to the terms of this Agreement including, but not limited to, the School's continued provision of insurance.
B. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
C. Upon breach by either party of its obligations under this Agreement the non-breaching party may terminate the Agreement if the breach remains uncured for more than fifteen (15) days after a party receives notice of the breach.

1) The Service shall:
   a. Accept students assigned by NMETC for the purpose of providing field internship
   b. Ensure that all paramedic and or Advanced EMT students be assigned to practice under the direction of a paramedic who has been certified as a Paramedic for no less than one year;
   c. Provide opportunities for said students to meet minimum skill requirements established by NMETC based on the Commission on Accreditation Allied Health Education Programs (CAAHEP) standards within the available patient volume;
   d. Ensure that all documentation of internship practice as required by NMETC is completed in a timely fashion;
   e. Provide orientation to interns regarding the Service's policies, procedures, and applicable pre-hospital treatment protocols;
   f. Retain the right to refuse continuation of an internship to any student who demonstrates a lack of professionalism, competency, or sound judgment.

2. NMETC shall

   a. Schedule student for internship under terms determined by the Service;

   b. Provide evidence of satisfactory completion of all clinical and didactic requirements by assigned student to the Service;

   c. Provide evidence of NMETC Student Umbrella liability insurance in the amount of $2,000,000/$6,000,000;

   d. Provide a field internship coordinator to serve as liaison with the Service;

   e. Provide all necessary forms and other documentation required for completion of the field internship;

   f. Ensure that any employees of the Service, who are students who have satisfactorily completed the clinical and didactic portions of the course, are assigned to internship with the Service;

   g. Provide evidence of insurance covering NMETC against any and all claims and actions against it arising as a result of the actions or omissions of an intern who is not an employee of the Service;

   h. Indemnify and hold the Service harmless against any and all claims and actions arising as a result of the actions or omissions of an intern who is not an employee of the Service provided that it can be demonstrated that appropriate supervision was available;

   i. Ensure that students assigned to the Service have been trained and instructed to conduct themselves in compliance with patient privacy and/or HIPAA requirements;

   j. Agree that during the field internship the student must always serve as a third rider and that the student will never be part of assigned two-person EMT crew;

   k. All students will follow NMETC uniform policy for field internship as well as meet any and all professional dress and grooming standards of the service;

   l. Ensure that all students have passed a nationwide criminal back ground check and that satisfactory results are found in a 10-panel Drug screen.

3. BOTH PARTIES SHALL:

   a. Agree that students assigned to the Service shall in no way be interpreted to be employees of the Service unless said student is in fact an employee coincidentally enrolled in the Training Program;

   b. Agree to be responsible to the other parties concerns and needs, acting in a timely manner to resolve all problems and meet all reasonable needs.

HEREBY signed,

(NMETC)
National Medical Education & Training Center

Signed: _____ Date: 2/9/24

Name: Brad Newbury MPA, NRP, I/C

Title: President/CEO

Effingham County EMS

Signed: _____ Date: _____

Name: _____

Title: _____

CNA

HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

HPSO

Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 12/19/2022

The application for the Policy and any and allsupplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0127295415	From: 01/15/23 to 01/15/24 at 12:01 AM Standard Time

Named Insured and Address:

National Medical Education & Training Center, In
5 Manley St
West Bridgewater, MA 02379-1016

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-986-4627
www.hpso.com

Medical Specialty: School Blanket - Healthcare Provider Students **Code:** 80998

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street
Chicago, IL 60606

Professional Liability $ 2,000,000 **each claim** $ 6,000,000 **aggregate**

Your professional liability limits shown above include the following:

* Personal Injury Liability

Coverage Extensions

Grievance Proceedings	$ 1,000	per proceeding	$ 10,000	aggregate
Defendant Expense Benefit			$ 10,000	aggregate
Deposition Representation	$ 1,000	per deposition	$ 5,000	aggregate
Assault	$ 1,000	per incident	$ 25,000	aggregate
Medical Payments	$ 2,000	per person	$ 100,000	aggregate
First Aid	$ 500	per incident	$ 25,000	aggregate
Damage to Property of Others	$ 250	per incident	$ 10,000	aggregate

Total $ 2,599.00

Base Premium $2,599.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board **Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: **Endorsement Date:** Master Policy: 188711433

CNA93692 (11-2018)

© Copyright CNA All Rights Reserved.

NMETC/Anna Maria College Consortia

EMSP 1162 Clinical 2 Field Internship

Course Outcome Summary

Course Information

Instructional Level	Certificate
Total Hours	300.00

Pre/Corequisites

Prerequisite EMSP1161 Clinical Internship

Core Abilities

1 ACCOUNTABILITY: Act responsibly

2 COLLABORATION: Work collaboratively

3 EXCELLENCE: Think critically and creatively

4 INNOVATION: Apply essential technology skills

5 INTEGRITY: Demonstrate integrity and honesty

6 RESPECT: Respect self and others as members of a diverse society

7 STRAIGHT TALK: Communicate clearly and effectively

Grading Information

This is a Pass/Fail Course.

Course Outline

Goal: Section 1.1

The goal of this rotation is to give students an opportunity to gain experience with the assessment and management of patients in the out-of-hospital setting. They are also to gain experience with the EMS system and its role in the health care system. During this rotation, students should focus on performing patient assessments and initiating appropriate treatment protocols

Objective: Section 1.2

NMETC will evaluate students in the field internship setting by direct observation from an adjunct faculty member of our school as well as student survey's completed by the field preceptors. These will evaluate student's skill competency and proficiency, knowledge base as well as the affective domain. They will also evaluate the team leadership skills and ability of the student.

Below is the Competency Requirements that meet the NSC.

Scope of Practice

a. A student enrolled in the NMETC EMT-P program, while fulfilling the clinical training supervised experience requirements mandated by the Massachusetts Department of Health, Office of Emergency Medical Services, may perform prescribed procedures under the direct supervision of a licensed/certified paramedic that has been licensed/certified for one year.

b. Students must complete a minimum of 300 hrs. Students must also complete a minimum 50 Team Lead calls (40 ALS/10BLS) where the student acts as the team leader. If the student fails to meet the 50 team leadership roles within the 300 hours then the student must continue the field internship until the 50 team leader roles are met.

During the Field Internship rotation the EMT-P student will:

1. Evaluate equipment/Ambulance readiness.
2. Review the location of medical, safety and communication equipment on the ambulance.
3. Participate in all station daily duties.
4. Complete documentation on all patient contacts using an appropriate documentation technique.
5. Integrate as a team member with the crew.
6. Provide safe, careful and patient oriented care in all patient encounters.
7. Demonstrate the ability to increase level of responsibility in patient encounters from an observer level to a team leader level.
8. Perform appropriate patient assessments.
9. Develop a differential diagnosis on each patient contact and review same with the preceptor.
10. Develop and implement a treatment plan for each patient contacted.
11. Acquire and interpret an ECG rhythm strip and a 12-lead ECG as needed.
12. Administer medications as indicated by patient condition.
13. Initiate appropriate basic and advanced airway management procedures as indicated by patient condition.
14. Initiate IV/IO access and blood draws as indicated by patient condition.
15. Demonstrate appropriate delivery of a radio report/verbal report to receiving facility/personnel.
16. Demonstrate the ability to make effective and responsible use of “downtime”.

Pedagogical Features

An overview outline introduces each chapter and enables the student to preview the content and direction of the chapter at the major concept level before the detailed reading. In each chapter, the course contains several measurable objectives for the student. Key terms are identified in bold face in the body of the textbook and a pronunciation guide follows each new term that students may find difficult to pronounce.
This course will be taught by lecture, practice of skill development objectives, demonstration, charts, and any supplemental materials supplied by the instructor. The instructor will prepare, grade, and return examinations in a timely manner. The instructor will issue handouts as needed.

Syllabus Updates

Prepared By: Brad Newbury
Program Director
Date Prepared: 1/1/2023

Syllabus Disclosure

This syllabus is a representation of course content, organization and evaluation processes. The faculty teaching this course reserves the right to reasonably alter the sequencing of activities, evaluation activities, and assignment dates. Every effort will be made to inform students of these changes. Students are responsible for following the syllabus and any changes made by faculty.

Commission on Accreditation of Allied Health Education Programs

The Commission on Accreditation of Allied Health Education Programs, upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoA EMSP), verifies that the following program

Emergency Medical Services - Paramedic
National Medical Education and Training Center/Anna Maria College Consortia
West Bridgewater, MA

is judged to be in compliance with the nationally established standards and awarded continuing accreditation on January 16, 2020.

Glen Mayhew, DHSc, NRP
President, CAAHEP

Paul A. Berlin, MS, NRP (IAFC)
Chair, CoA EMSP

Staff Report

Subject: Adoption of Code Enforcement Policy and Procedure Manual
Author: Greg Hood, Senior Code Enforcement Officer
Department: Development Services
Meeting Date: March 19, 2023
Item Description: Consideration to approve a manual containing policies and procedures for the office of Code Enforcement.

Summary Recommendation
Staff recommends **approval** of the Code Enforcement Policy and Procedure Manual

Executive Summary/Background
- This manual will provide the organization and standards for daily operations and procedures.
- It will emphasize conformity for officers, where all investigations are conducted in a similar manner.
- The manual will set precedent for officers and will serve as a field guide for investigative procedures.
- Establishes a policy standard to protect the county from liability in legal action.

Alternatives
1. Approve the adoption of the Code Enforcement Policy and Procedure Manual.
2. Deny the adoption of the Code Enforcement Policy and Procedure Manual.

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

Department Review: Development Services **FUNDING:** N/A
Attachments: 1. Policy and Procedure Manual

Effingham County Development Services
Office of Code Enforcement

Standard Operating Policy and Procedure Manual

County
Effingham
Georgia
Board of Commissioners

I. **Mission**..... 4

II. **Purpose**..... 4

III. **Interpretation**..... 4

IV. **Code Enforcement Philosophy**..... 5

A. Enforcement Levels..... 5

B. Sequence of Enforcement..... 5

C. Criteria for Choosing Level of Enforcement..... 5

V. **Priorities for Code Enforcement**..... 6

A. Priority Cases..... 6

B. Lower Priority Cases..... 7

VI. **Applicability**..... 7

VII. **Initiation of Code Enforcement**..... 8

A. Resident Complaints..... 8

B. Observation by Code Enforcement Staff..... 9

C. Proactive Code Enforcement..... 9

D. Permit/Approval Condition Monitoring by Development Services Staff Staff..... 10

E. Report by County Staff.....10

F. Report by County Commissioner.....10

G. Information from Official County Records.....10

VIII. **Recording Complaints**..... 11

IX. **Notice of Investigation**..... 11

X. **Investigation**.....12

A. Preliminary Matters.....12

B. Establishing the Elements of a Violation.....12

C. Assignment of Investigation and Enforcement Responsibility.....13

D. Field Investigation..... 14

E. Report of Field Investigation..... 15

XI. **Enforcement Procedures**..... 16

A. Voluntary Compliance..... 16

B. Pre-Enforcement Notice..... 17

C. Citation and Complaint..... 18

D. Injunctions..... 20

E. Permit Revocation.....20

F. Nuisance Abatement..... 21

G. Dangerous Building Abatement..... 21

H. Assisting Enforcement by Other Regulatory/Licensing Agencies.....21

I. Liens..... 22

XII. **Resolution of Code Complaints**..... 23

XIII. **Amendments**..... 24

I. Mission

The mission of Effingham County's Code Enforcement Program is to protect the health and safety of the County's residents and visitors, and the livability of the community, by assuring compliance with the County's land use, environmental and construction codes. The County will assure County Code compliance both by encouraging voluntary compliance and by sanctioning code violators who do not comply.

II. Purpose

The purpose of the Effingham County Code Enforcement Program Policy and Procedures Manual (hereafter "manual") is to provide written guidelines for:

A. The prioritization of code enforcement cases;

B. Initiation and investigation of code violation complaints;

C. Enforcement of the County Code through voluntary compliance;

D. Prosecution of code violators who do not comply;

These written guidelines are intended to increase consistency and predictability within the County's Code Enforcement Program, and to educate the County's residents and property owners about code compliance and the consequences of violating the County Code.

III. Interpretation

This manual describes the standard policies and procedures for code compliance, and should be interpreted so as to maximize both the efficiency of the program and operations as well as compliance with County Code. This manual should be followed unless otherwise directed by the Director of Development Services or designee, the County Manager or designee, or the Board of County Commissioners (hereafter"Board").

IV. Code Enforcement Philosophy

Policy: The County's policy is to achieve compliance with County Code in all cases of reported and verifiable code violations. However, the County may not always have sufficient resources to expeditiously address all cases. Consequently, the County has established, through this manual, both a priority ranking for code enforcement and procedures designed to maximize available code compliance resources. The Code Enforcement Program should follow the priority ranking set forth in Section V of this manual. It also should be flexible enough to allow the level of enforcement that best fits the type and circumstances of the code violation(s), within clear and objective criteria set forth in this manual and consistent with the priorities.

A. **Enforcement Levels.** The levels of enforcement available to the County are:

1. Mediated settlement of code violation complaints;

2. Pre-Enforcement Notice (hereafter "PEN");

3. Obtaining voluntary compliance;

4. Warning letters;

6. Citation and prosecution of violation in Magistrate Court or Notice of Violation and Proposed Civil Penalty (hereafter "NOV") through County administrative hearings;

7. Petition for injunction in circuit court;

8. Nuisance or dangerous building abatement;

9. Permit revocation

B. **Sequence of Enforcement.** The levels of enforcement are not mutually exclusive, and may be used alone or in sequence or combination with other levels. However, in most code violation cases, the County will use the code enforcement levels in the sequence they appear in Paragraph A.

C. **Criteria for Choosing Level of Enforcement.** Some code violation cases may have aggravating circumstances requiring a different sequence for enforcement activity than that set forth in Paragraph A. The County may choose a different sequence if one or more of the following circumstances is present:

1. The code violation is severe (e.g., deviates greatly from the Code);

2. The violation poses a significant threat to public health and safety, or to the environment as determined by the Development Services Director or designee;

3. The violation may cause economic harm to residents or to the County as a whole;

4. The physical size or extent of the violation is significant as determined by the Development Services Director or designee;

5. The violation has existed uncorrected for a significant period as determined by the Development Services Director or designee;
6. There is a previous history of complaints and code enforcement on the subject property and/or with the alleged code violator;
7. There is good potential for combining enforcement action on the violation with other violations;
8. There is little likelihood of obtaining voluntary compliance

V. Priorities for Code Enforcement

Policy: County staff shall attempt to investigate and resolve all code violations within budget and staffing resources. However, because of limited code compliance resources, there may be times when all code violations cannot be given the same level of attention and some code violations may receive no attention at all for a period of time as determined by the Development Services Director or designee. In circumstances where not all code violations can be investigated, the most serious violations, as determined under the priorities set forth in this section and the criteria for enforcement in Section IV(C) of this manual, shall be addressed before the less serious violations are addressed, regardless of the order in which the complaints are received. However, complaints alleging both priority and non-priority violations should be processed together to maximize efficiency.

A. **Priority Cases**. The Board has established the following priorities for Code Enforcement violations:

1. Violations that present an imminent threat to public life, health and safety;
2. Violations which impact rivers, streams, floodplains, and wetlands,
3. Solid Waste Code violations, Environmental Soils violations, and Building Code violations consisting of ongoing non-permitted construction or failure to obtain permits;
4. Land use violations.

B. **Lower Priority Cases**

Policy: Complaints alleging code violations that do not fall within the priority ranking above should be processed in the order in which the complaints are received, and as code enforcement resources allow.

Exception. At the discretion of Code Compliance Specialists and in consultation with the Development Services Director or designee staff, complaints may be processed in any order that maximizes the efficiency of enforcement.

Procedure: All complaints concerning a particular type of code violation (e.g., non-permitted manufactured homes in manufactured home parks), or all complaints of violations occurring in a particular geographic area, may be processed together, regardless of the order in which the complaints are received.

VI. Applicability

Policy: This manual applies to all code Enforcement administered by the county Development Services office, its employees and agents. Except as otherwise provided, the policies and procedures in this manual apply to all alleged code violations whether or not they existed or were known by the County on the effective date of this manual. The policies and procedures in this manual supersede any conflicting County policies and procedures.

Non-Applicability to Covenants, Conditions and Restrictions. Many subdivisions and planned communities are subject to private, recorded covenants, conditions and restrictions (CC & Rs). The County's policy is not to enforce private CC & Rs.

Non-Applicability to Private Legal Action. Residents may undertake private legal action to enforce County Code, including civil litigation against the alleged code violator, as well as personally filing citations and prosecuting County Code violations in court. The policies and procedures in this manual do not apply to private legal action to abate violations. Neither should they be interpreted to suggest that the County will participate in such private legal action.

VII. Initiation of Code Enforcement

Code enforcement may be initiated by any of the following methods:

A. **Resident Complaints**. Any person may make a complaint to the County alleging one or more code violations.

1. *Form.* A resident may initiate a complaint by submitting a letter or email, electronic complaint form (available online), or by contacting Development Services in person or by telephone. If a resident submits a complaint by phone or written communication other than a completed electronic complaint form, County staff shall complete the electronic complaint form. If the County receives a written complaint other than the County approved electronic complaint form, the written complaint shall be attached electronically to an electronically complaint form completed by County staff. To be investigated, a resident complaint must contain all information required on the complaint form (ie. Name, Address, Telephone Number).

2. *Anonymous Complaints Policy*: The County's policy is to not accept anonymous County Code violation complaints. The County believes that anonymous complaints are not as reliable as those made by complainants who are willing to identify themselves. In addition, in many cases, the complainant's identification and testimony in court may be necessary for successful prosecution of Code violators and code enforcement.

Exceptions. The County recognizes there may be cases justifying an exception to this policy. These are cases where the nature of an anonymous complaint reliably suggests the existence of code violations presenting an imminent threat to public life, health and safety or to the environment, which threat easily may be verified by County staff. In such cases, as determined by the Development Services Director or designee, County staff shall accept the anonymous complaint for investigation.

3. *Confidentiality Policy*: The County's policy is to maintain the confidentiality of code enforcement complaint files and computer records, including the identity of the complainant, to the extent legally possible. The County believes it is important to maintain this confidentiality to assure effective investigation and prosecution of code violations. In addition, the County recognizes that some complainants do not want their names disclosed to the alleged code violator for fear of retaliation. However, in some cases it may be necessary for successful prosecution and enforcement for the complainant to be identified and to testify in court.

Exceptions. In cases where the County chooses to cooperate with, or defer to, federal or state agencies for code enforcement, the contents of the file may be disclosed, as necessary, to the other agency.

Procedure: In order to maintain the confidentiality of code enforcement complaint files and the identity of the complainants, while assuring effective prosecution and enforcement and compliance with state law, the following procedures apply:

a. Code enforcement files will be maintained as confidential files throughout investigation, violation prosecution and/or other types of code enforcement to the extent legally permissible.

b. The contents of code enforcement files will not be disclosed to anyone other than County staff who have a reason to know about and who are involved in the investigation, or to similar staff of an agency with which the County is cooperating. The contents of the file will not be disclosed to any other person absent court order, until:

1) the investigation is complete and a citation discovery request is made; or

2) the file is closed and disclosure is made pursuant to the public records law.

B. **Observation by Code Enforcement Staff**. Code enforcement staff often observe additional potential County Code violations while conducting complaint investigations. Such observations may form the basis for additional investigation and enforcement action.

Policy: The County's policy is that code enforcement staff document any potential code violations the staff observes on property that is the subject of their current investigation. Code enforcement staff shall investigate documented additional potential violations. If substantiated, staff may address noted additional violations. Staff may also document and address code violations observed on any property adjacent to the subject property, which violations are observable from the subject property.

C. **Proactive Code Enforcement**. Within available code enforcement resources, the County may undertake a number of County-initiated procedures for proactive code enforcement. These procedures may include:

1. Investigations and prosecutions of code violations in particular geographic areas;
2. Investigations and prosecutions of code violations of a particular type throughout the County;
3. Timely and regular follow-up by Development Services staff for compliance with conditions and requirements for permits and approvals;
4. Reporting by County staff of code violations observed while conducting County business;
5. Examination and comparison of County files for evidence of code violations;
6. Revocation of permits and approvals for failure to comply with requirements or conditions;
7. Cooperation with code compliance by other regulatory and licensing agencies; and
8. Cooperation with utility companies to terminate service, to the extent authorized by law, to non-permitted uses on property.

D. **Permit/Approval Condition Monitoring by Development Services Staff.** The County routinely issues land use, environmental and construction permits with a variety of requirements and conditions, and timelines for meeting them. For example, a land use approval may require landscaping the site by a certain date, and building permits expire if construction progress and inspections are not made within periods set by state law. Code violations occur when these permit and approval conditions are not timely met.

Policy: The County's policy is that Development Services staff may conduct timely and regular monitoring of conditions of approval and similar permit requirements for all permits and approvals.

Procedure

1. All persons issued permits or approvals shall be given written notice of the consequences of failure to comply with requirements and conditions, including potential code enforcement.

2. If any permits and approvals are found not to be in compliance with conditions of approval or other permit requirements, staff in the appropriate Development Services division assigned to the permit or approval monitoring shall undertake appropriate action to obtain compliance.

3. If the assigned Development Services staff are unable to obtain compliance within a reasonable time established for that purpose, they shall report the violation and any enforcement action already taken to Code Enforcement staff for further code enforcement action.

E. **Report by County Staff**. In many cases, County staff may be in a unique position to observe potential code violations. For example, a property appraiser in the Assessor's office may be the only person able to observe new construction for which there is no permit.

Policy: Any County staff member may report to code enforcement staff possible Code violations observed while conducting County business.

Procedure: Reports by County staff under this subsection shall be made on an electronic complaint form in the Development Services records system.

F. **Report by County Commissioner**. A County Commissioner may report a potential code violation, or request that code enforcement staff investigate a resident report of a potential code violation by submitting an electronic complaint form or in any other written form or requesting code enforcement staff to submit a complaint form on behalf of the Commissioner, along with necessary information to initiate an investigation.

G. **Information from Official County Records**. Potential code violations may be discovered by examining the County's own official records. For example, cross-referencing between the Assessor's records and Development Services records may reveal construction or land use activity without necessary permits or approvals. Development Services staff may also discover code violations by comparing the County's own land use, environmental health and construction permit records with each other.

Policy: Development Services staff may regularly compare all pertinent County records to identify potential Code violations.

Procedure: Code violations discovered through comparison of information in County files shall be reported to Code Enforcement on an electronic complaint form.

VIII. Recording Complaints

All complaints received by the Code Enforcement Office shall be recorded in Development Services electronic documentation system. The Complaint Record is the official record of the complaint and its investigation and resolution. The Complaint Record shall include the following minimum information:

1. An assigned complaint number;
2. Which code enforcement staff is assigned to the case;
3. The complaint form if in e-mail or written form;
4. Documentation of investigation;
5. Finalization of record

IX. Notice of Investigation

When Code Enforcement staff initiates an investigation, they may provide notice to any Development Services division, other County department, or federal or state agency that may have an interest in the alleged code violation.

X. Investigation

A. **Preliminary Matters**. At the beginning of each investigation, the following shall be established:

1. *Jurisdiction*. The property upon which the alleged code violation exists must be in the County's code enforcement jurisdiction.
2. *Zoning*. The zoning of the subject property shall be determined.
3. *Permit Status*. The status of any land use, environmental soils, building, electrical, construction (including, but not limited to structural, mechanical, plumbing) or other similar permits on the subject property shall be determined.
4. *Property Ownership*. All persons with a recorded legal interest in the subject property should be identified. These persons should include the owners, contract purchasers, lessees and lienholders or other security interest holders.
5. *Other Potentially Responsible Persons*. In addition to the persons listed in subparagraph 4 of this paragraph, any other persons potentially responsible for the alleged code violation(s) should be identified. These persons could include tenants, construction and landscape contractors and excavators.
6. *Identification of Applicable Code Provisions*. Code Enforcement staff, with the assistance of other Development Services staff and County Legal Counsel as necessary, shall identify the pertinent provisions of the County Code that may have been violated according to the complaint.
7. *Prior Complaint History*. Code Enforcement staff shall examine Development Services records to determine the existence and status of any prior or existing code violation complaints on the subject property or concerning the alleged violator.

B. **Establishing the Elements of a Violation**. Before a Pre-Enforcement Notice ("PEN") is sent, it must be determined whether the complaint establishes a code violation. If it does not, the case will be resolved by file closure as provided in Section XII of this manual. Code Enforcement staff may, in some instances, make mediation referrals where such referral is anticipated to protect safety or livability. Code Enforcement staff, with the assistance of other Development Services staff and County Legal Counsel as necessary, and after any necessary field investigation, shall determine if the following elements have been established.

1. *Responsible Person*. The person or persons who are reasonably believed to have committed the code violation, or who are or may be legally responsible for the alleged code violation, have been identified.

2. *Alleged Violation Occurred or is Occurring*. A complaint may allege a code violation that occurred in the past (e.g., construction without a permit) or that occurs only intermittently (e.g., surfacing sewage from a drain field, or periodic non-permitted commercial activity in a residential zone). Code Enforcement staff shall determine whether there are reasonable grounds to find the alleged violation occurred or is occurring. Such grounds may be established either by personal observation by Code Enforcement staff or by reliable evidence from a complainant. If Code Enforcement staff determines that reasonable grounds do not exist, no enforcement action will be taken until the complainant or the Code Enforcement staff has had a reasonable opportunity to develop such grounds. If no reasonable grounds are developed within a reasonable period, the case will be resolved by file closure as provided in Section XII of this manual.

3. *Relevance of Statute*. In some instances, a complaint may allege a code violation on property subject to other protections. A common example is the State's prohibition on local laws governing forest and farm practices. Code Enforcement staff shall, with the assistance of other Development Services staff and County Legal Counsel as necessary, consider the relevance of statutes in substantiating a County Code violation. If Code Enforcement staff verifies conflicting relevance under the law, the case should be resolved by file closure as provided in Section XII of this manual.

C. **Assignment of Investigation and Enforcement Responsibility**

Policy: The responsibility for field investigation and code enforcement should be assigned to the Code Enforcement staff that is most able and qualified to conduct the investigation and undertake appropriate enforcement action. For example, alleged violations of environmental soils/health codes may best be investigated and resolved by County Public Health Specialists. However, all code enforcement activity should be coordinated with Code Enforcement staff and all PEN's and/or citations will be drafted by Code Enforcement staff.

Procedure:

1. *Assignment*. Assignment of field investigation and code enforcement responsibility shall be made by the Development Services Director or designee, on a case-by-case basis or pursuant to standing policies in this manual or elsewhere. The following criteria shall be used for assignment of responsibility:

a. The nature of the code violation(s) alleged in the complaint;

b. The knowledge and expertise needed to investigate the alleged violation;

c. The history of prior code enforcement on the subject property or with the alleged violator;

d. The status of permits and approvals on the subject property; and

e. The workload of the relevant Code Enforcement division staff and the projected timeline for investigation and resolution of the complaint.

2. *Coordination*. Whenever responsibility for code enforcement activity is assigned to Code Enforcement staff, they shall consult with other Code Enforcement staff and keep them advised of their activities. When Code Enforcement staff other than the assigned Code Enforcement staff is assigned to investigate a code violation complaint for which a Complaint Record has been created, such staff shall enter into the record a report of any action undertaken to investigate or to obtain compliance.

D. **Field Investigation**

1. *Purpose*. The purposes of code enforcement field investigation are to:

a. Verify the existence and severity of code violations;

b. Document code violations by means of written notes, photographs, witness interviews, etc.; and

c. Obtain supporting evidence such as photographs, measurements, names and statements of potential witnesses, etc.

2. *Coordination*. Whenever responsibility for field investigation is assigned to Code Enforcement staff other than originally assigned Code Enforcement staff, the coordination and notification described in Paragraph C (2) of this section shall occur.

3. *Preparations and Precautions Policy*: Code Enforcement staff and other assigned Development Services staff, as well as members of the public, should not be exposed to unreasonable risks of violent confrontation or injury during the course of field investigations. Code Enforcement staff and other assigned Development Services staff shall take whatever actions are reasonable and necessary to minimize the known risk of violent confrontation or injury to themselves or others in conducting their field investigations.

Procedure:

a. *Law Enforcement Assistance*. When appropriate, Code Enforcement staff or other assigned Development Services staff should contact the Sheriff's Office to determine if there have been previous criminal complaints or investigations concerning the subject property or alleged code violator, and whether, in the opinion of the Sheriff's Office, a field investigation would present any threat to the safety of Code Enforcement staff, other staff, the alleged code violator or other persons present during a field investigation. Code Enforcement staff or another assigned Development Services staff person may request law

enforcement assistance in conducting the field investigation, and may postpone such investigation until law enforcement assistance is available.

b. *Announced/Unannounced Field Visits*. At the discretion of Code Enforcement staff or other assigned Development Services staff, a field visit to the vicinity of the subject property may be conducted with or without prior notice to the property owner, occupant or alleged code violator. The determination of whether or not to give prior notice shall be made on the basis of the following criteria:

1. The nature of the alleged violation;

2. Whether or not prior notice will make detection and documentation of the alleged violation more difficult; and

3. Whether or not prior notice will unnecessarily increase the known risk of violent confrontation or injury to Code Enforcement staff or other assigned Development Services staff.

c. *Entering Upon Property or Premises Policy*: It is the County's policy that Code Enforcement staff and other assigned Development Services staff shall not enter upon private property or premises to conduct a field investigation without authority to enter.

Procedure: Code Enforcement staff may enter unposted property to seek permission to investigate on the premises. Unless permission is granted, the investigation shall be conducted from public roads or property where permission to enter has been granted. If Code Enforcement staff or other assigned Development Services staff does not have permission or other authority to enter upon property or premises, and entry upon the property or premises is necessary to conduct the investigation, Code Enforcement staff or other assigned Development Services staff shall consult with the Sheriff's Department or County Legal Counsel about obtaining a search warrant.

E. **Report of Field Investigation**. Upon completion of the initial investigation, Code Enforcement staff or other assigned Development Services staff shall complete a report of investigation in the Case Record. The Field Investigation Report should be completed as soon as reasonably possible after the date and time of the field visit to ensure a complete and accurate report.

1. *The report shall include at least the following information*:

a. Name of investigator;

b. Date, time and place of field visit;

c. Code violation(s) observed;

d. If no code violation(s) observed, an explanation;

e. Witnesses, if any, interviewed and other persons present, if known, on site at the time of the investigation;

f. Evidence, if any, obtained (e.g., photographs);

g. Discussion, if any, of violation with owner, occupant or other responsible person;

h. Action necessary, if known, to correct violation; and

i. Recommended enforcement action.

2. *Complainant Notification*. Upon completion of the initial investigation, Code Enforcement staff shall notify all resident and other agency complainants of the status of complaint investigation. This notification should include information on whether a case will be opened, the reason a case will or will not be opened, and name and contact information of the staff member assigned the code enforcement case.

XI. Enforcement Procedures

A. **Voluntary Compliance Policy**: The primary objective of the Development Services Code Enforcement Office is voluntary compliance. Staff encourages voluntary code compliance by providing code violators and other responsible persons with information about the County Code and an opportunity to comply with the County Code within reasonable timeframes and with little or no penalty. The County believes that voluntary compliance generally is less expensive for all parties and of a more satisfactory and lasting nature than involuntary compliance. Notwithstanding this objective, the County believes that allowing Code violators the opportunity to voluntarily comply any time during code enforcement, or outside reasonable time limits for such compliance, may actually result in abuse of this opportunity in order to delay compliance. Therefore, it is the County's policy to limit the time frame during which Code violators may come into voluntary compliance with little or no penalty.

Procedure: The following procedure shall apply whenever a Code violator brings his or her property into compliance during the code enforcement process:

1. *Compliance Timing and Staff Response.*

Timing of Compliance	Disposition
After complaint/ before citation or NOV	File closed. Application of permit investigative fees where applicable.
After citation/before trial or hearing before hearings officer	Code Enforcement recommends dismissal of citation, no cost recovery, application of permit investigative fees where applicable.
At time of trial or hearing before hearings officer	Code Enforcement recommends prosecution, conviction or guilty plea, fine or civil penalty.

2. *Limited Time Frames.* Opportunities for voluntary compliance, where provided, shall be of limited duration. The facts in each case differ. Therefore, Code Enforcement staff shall consider the appropriate time frame for compliance on a case-by-case basis.

B. Pre-Enforcement Notice (PEN)

1. *Timing*. When Code Enforcement staff or other assigned Development Services staff determines there are reasonable grounds to find a violation did or does occur, based upon the information in the complaint and any field investigation, a PEN shall be sent on a standard form approved by the Development Services Director or designee in a letter or notice sent by the appropriate Development Services division staff.

2. *To Whom Sent.* A PEN shall be sent to all persons liable for the violation under Effingham County Code.

3. *How Sent.* PENs shall be sent by certified mail or by other method of delivery as approved by the Development Services Director or Designee to the best available address for the persons described in Subsection 2 above. Email may be used in addition to certified or other mail delivery options to expedite the notification process.

4. *Follow Up*. If, within 15 days of the mailing of the PEN, the liable persons have not contacted Code Enforcement staff, staff shall determine the next step in the code enforcement process, including warning and/or citation.

5. *Compliance*. If the Code Enforcement staff determines that the required corrections have been made or the liable persons have provided evidence that no violation exists, the date and method of compliance shall be noted in the Complaint Record and the case shall be resolved by file closure pursuant to section XII of this manual.

6. *Corrective Action.* In some cases, corrective action may consist of both applying for and obtaining necessary permits or approvals. In such cases, the permit or approval application alone will not be sufficient to assure compliance. The liable person must complete the

application process, including all appeals, within a reasonable time and not allow the application to expire. Once permit approval is obtained, the liable person must complete all permit conditions prior to the expiration of any permit approval.

Policy: All code violation cases shall remain open until all permit conditions and other required corrective measures are completed.

Procedure:

1. Where the required corrective action consists of both applying for and obtaining permits or approvals, Code Enforcement staff, in consultation with other appropriate Development Services staff, shall determine a reasonable time frame for applying for and obtaining the necessary permits or approvals.

2. If at any time during the process for obtaining necessary permits or approvals the alleged violator fails to meet the reasonable timelines established by Code Enforcement staff and such failure does not result from the actions of others, Code Enforcement staff shall cite the alleged violator pursuant to Paragraph C of this section.

3. If the alleged code violator is not granted the necessary permits or approvals, Code Enforcement staff shall cite the alleged violator pursuant to Paragraph C of this section unless a lender has begun foreclosure proceedings and, in the opinion of Code Compliance staff, is likely to address the violation within a reasonable time after the foreclosure.

C . Citation and Complaint.

1. *Non-Compliance*. Where voluntary compliance cannot be obtained by Code Enforcement within a reasonable timeframe, staff may cause a citation to issue or may issue a Notice of Violation and Proposed Civil Penalty (NOV) and initiate administrative enforcement hearing proceedings in accordance with County Code.

2. *Investigation Required*. No citation to Magistrate court or NOV shall be prepared unless and until an investigation has verified the existence of a Code violation.

3. *Form*. All citations to Magistrate court shall be on a uniform citation and be accompanied by a copy of the investigative report.

4. *Issuance of Citation*. Any person authorized by County Code may issue a citation or NOV. The person issuing the citation or NOV must verify the conduct or circumstances constituting a violation.

5. *Service*. All citations to Magistrate court shall be served by hand to violators.

6. *Setting Arraignment/Administrative Hearings*. For citations to Magistrate court, the officer serving the citation shall set the date for arraignment no sooner than thirty (30) days from citation date.

7. *Arraignment in Magistrate Court*

a. *Purposes*: The purposes of arraignment are to:

1. Allow the defendant to enter a plea to the citation;

2. Resolve any jurisdictional issues;

3. Set a trial date if the plea is not guilty; and

4. If the plea is guilty, allow the defendant and other County Code Enforcement staff the opportunity to provide information to the court regarding penalties and related matters.

b. *Appearance by County Legal Counsel*. County Legal Counsel shall not represent the County at arraignment. If the defendant fails to appear at arraignment, Code Enforcement staff may request that the court enter a default judgment in favor of the County and impose penalties against the defendant.

8. *Trial*. If the defendant pleads not guilty to the allegations in the citation, Code Enforcement staff shall proceed with the presentation of the case in Magistrate Court.

a. *Burden of Proof*. The County has the burden of proving at trial, by a preponderance of the evidence not beyond reasonable doubt, the allegations in the citation.

b. *Responsibility of Code Enforcement Staff*. At trial, the responsibility of Code Enforcement staff is to prosecute the case by presenting evidence, calling witnesses and offering any relevant documents and other exhibits in support of the citation.

9. *Fines*

a. *Schedule*. The schedule of maximum fines for County Code violations is set forth by by both county code and the Magistrate Court.

b. *Amount*. If the defendant is convicted, Code Enforcement staff shall request that the court impose a fine in an amount consistent with the County Code.

10. *Suspension of Fines*. The Magistrate Court has authority to suspend the imposition of all or a portion of a fine. In some cases, the court may wish to suspend imposition of a fine or a part thereof on the condition that the defendant comply with County Code within a specified time period.

a. *Policy*: It is the County's policy to increase the effectiveness of code enforcement activity and the incentives for code compliance by discouraging any suspension of fines in County Code violation cases.

b. *Procedure*: If a defendant is convicted, Code Enforcement staff shall advise the court of the County's policy against fine suspension and shall ask the court not to suspend imposition of fines.

11. *Collection and Distribution of Fines*. Fines imposed by the Magistrate court for County Code violations are collected by the Magistrate Court Administrator and are remitted in part to the County.

D. Injunctions

Policy: Code Enforcement staff shall seek injunctions from the court in cases where other methods of code enforcement may be inadequate or have been unsuccessful.

Procedure:

1. When Sought. Code Enforcement staff may request County Legal Counsel to obtain/ coordinate injunctions in any case in which:

a. Code violation(s) present an imminent threat to the public life, health and safety or to the environment; or

b. Code violations have not been corrected within a reasonable time after a defendant was found by the court or County Hearings Officer to be guilty of a code violation.

2. *By Whom.* Code Enforcement staff may request that the court order injunctive relief and/or abatement as part of the penalty in a code enforcement proceeding. Alternatively, County Legal Counsel may initiate a separate legal action for injunctive relief and/or abatement of a violation.

3. *How Enforced.* After issuance of an injunction, if the defendant fails to comply within the time period specified in the injunction, the Sheriff's Office or CDD staff shall request that County Legal Counsel initiate civil contempt proceedings against the defendant.

E. Permit Revocation

Policy: To maximize code compliance, the County shall revoke permits and approvals to the extent authorized by law in appropriate cases. Revocation of permits are particularly appropriate in cases in which corrective action may not be effective in bringing the subject property into code compliance due to the nature of the violation and the deliberateness of the code violator's actions in violating the Code.

Procedure:

1. *Report to Code Enforcement Staff.* If the County staff responsible for monitoring and/or reviewing a particular type of permit determines that the conditions or requirements of a permit or approval have not been met, that staff member shall inform Code Enforcement staff of such violation, and Code Enforcement staff shall enter the information in the code enforcement electronic files.

2. *Revocation Procedure*. The County staff responsible for monitoring and/or reviewing a particular type of permit shall determine whether to undertake permit revocation proceedings as authorized under the applicable County Code provisions. The following factors shall be considered:

a. Whether the criteria for permit revocation set forth in the applicable County Code provisions exist;

b. The severity of the deviation from the permit or approval requirements or conditions;

c. The deliberateness of the deviation from the permit or approval requirements or conditions; and

d. Whether compliance can be achieved more effectively through other code enforcement methods.

F. Nuisance Abatement. Various violations in county code qualify under standards of "public nuisance". These various codes have different methods and steps to initiate abatement procedures. Code Enforcement personnel shall consult with the Director of Development Services and county legal counsel to pursue these matters.

Policy: County Code violations constituting public nuisances may be abated pursuant to steps required of the Code and within available resources.

Procedure: When County staff discovers or receives a verified complaint of a code violation that may constitute a "public nuisance," staff shall provide the information to Code Enforcement staff who shall enter the information into the code enforcement file. Code Enforcement staff or other assigned Development Services staff may consult County Legal Counsel to initiate nuisance abatement proceedings.

G. Dangerous Building Abatement. Chapter 8.7 of the Code authorizes the abatement of buildings containing violations rendering them "dangerous buildings" as defined in the Code.

Policy: County Code violations that may render a structure a "dangerous building" shall be abated pursuant to Chapter 8.7 of the Code and within available resources.

Procedure: When Code Enforcement staff or other Development Services staff discovers or receives a verified complaint of code violations in a structure that may render the structure a "dangerous building," the staff shall provide the information to Code Enforcement staff, who shall enter in the information into a Complaint Record. The Effingham County Building Official (hereafter "building official") shall be notified and shall promptly consult with County Legal Counsel to initiate abatement proceedings under chapter 8.7 of the code.

H. Assisting Enforcement by Other Regulatory/Licensing Agencies. In some cases, County Code violations also may constitute violations of federal and/or state statutes or administrative rule. For example, surface mining without County land use approval may also violate state statutes and administrative rules governing mining, and performing building construction without necessary permits may also constitute violations of state statutes and administrative rules governing the conduct of licensed contractors.

Policy: To maximize code enforcement and the incentives for compliance, County staff shall promptly advise the appropriate federal and/or state agency of County Code violations reported or discovered that may also violate the statutes or administrative rules of that agency. The County shall also cooperate with federal or state agencies, to the

extent authorized or required by law or by intergovernmental agreement, to obtain voluntary compliance or to punish violations. The County may defer investigation and prosecution to the appropriate federal or state agency in cases in which, as determined by the Director of Development Services or designee, the federal or state agency enforcement procedure will result in more effective correction of the violation(s).

Procedure:

1. *Reporting*. Whenever County staff discovers or receives a verified complaint regarding a County Code violation that may also constitute a violation of federal or state statute or administrative rule, the staff shall advise the appropriate federal or state agency.

2. *Cooperation*. To the extent authorized or required by law or by intergovernmental agreement, County staff shall cooperate with the federal or state agency to obtain voluntary compliance or to prosecute and punish violations. That cooperation may include sharing information, conducting joint investigations, appearing as witnesses and/or providing evidence in enforcement proceedings, and coordinating the timing of investigations and/or enforcement proceedings to maximize their effectiveness.

3. *Deferral to Other Agency*. The County may defer some or all code enforcement to a federal or state agency, and forego County Code enforcement, where the Board, Director of Development Services or the Director's designee determines that the federal or state enforcement activity will be more effective than County Code enforcement. In making the determination to defer to other agencies, the following factors shall be considered:

a. The nature of the violation and necessary corrective action;

b. The comparative severity of the penalties available to the federal or state agency and to the County; and

c. The comparative time frames required for enforcement by the federal or state agency and by the County.

I. Liens. In many cases, the most effective way for the County to recover its code enforcement costs, as well as to collect any civil penalties assessed through administrative hearings, is to file a legal claim for those costs or penalties against the property subject to code enforcement, or against other property owned by the code violator.

Procedure: In the appropriate cases, the County staff will explore with County Legal Counsel the means by which liens may be placed against the real property of the code violator for the collection of code enforcement costs and civil penalties assessed through County administrative hearings.

XII. Resolution of Code Complaints

Policy: It is the County's policy to attempt to reach final, satisfactory resolution of all code violation complaints. However, the County recognizes that not all complaints may be resolved successfully, due to factors outside the County's control. These factors can include the indigence of the code violator, the lack of County or other resources to assist the violator, statutory limitations on potential fines or other penalties for code violations, and the large number of complaints to be resolved. Therefore, the County shall focus its code enforcement resources on the code violations that meet the priorities set forth in Section V of this manual, and attempt to resolve those violations within a reasonable period. It is the County's policy not to close a case until it is resolved.

Procedure:

A. *File Closure*. A code violation complaint will be resolved by file closure in the following cases:

1. When no code violation is found after investigation;
2. After there is voluntary compliance;
3. After the property owner and/or other responsible person has been found guilty of a violation and has corrected the violation(s);
4. After an injunction has been issued and the property owner or other responsible person has corrected the violation(s);
5. After investigation and prosecution of the violation(s) have been completed by a federal or state agency to which the County deferred code enforcement;
6. When the property on which the violation exists is sold or transferred and a new Code Enforcement case is opened in the name of the new owner.

B. *Notice of Resolution*. The County shall notify complainant when the complaint is resolved, describing the resolution.

C. *Alternate Methods of Resolution*. The County may explore alternate methods to resolve Code violations including mediation.

XIII. AMMENDMENTS

This manual may be amended when deemed necessary by the Director of Development Services or designee, County Manager, or the Board. Amendments may be proposed by County staff, Board members and other interested persons.

Staff Report

Subject: Approval of Amendment of Purchase and Sale Contract of Tax Parcel No. 03010032
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: March 19, 2024
Item Description: Consideration for approval of amendment to reduce the sales price on the Purchase and Sale Contract of Tax Parcel No. 03010032.

Summary Recommendation:
Staff recommends approval of the reduced sales price of $312,500.00 to purchase 4 acres, more or less, as shown on survey recorded in Plat Book K, Page 200, Effingham County land records and further known as Tax Parcel No. 03010032.

Executive Summary/Background:
The County would like to purchase approximately 4 acres, more or less, including all structures on the property located at 315 US Hwy 80 as part of the Atlas Park project providing the special stipulations:

a. Phase I environmental inspection acceptable to the Purchaser.
b. Survey confirming the property lines acceptable to the Purchaser.
c. Seller providing documentation that the Property is not listed by a realtor or real estate broker and that no commission will be owed at closing of this transaction.

Alternatives for Commission to Consider:

1. Approve the Amendment of Purchase Agreement for Tax Parcel No. 03010032.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative:
Staff recommends alternative number 1 – Approve the Amendment of Purchase Agreement for Tax Parcel No. 03010032.

Other Alternatives: None

Department Review: *(list departments)*
County Attorney, County Manager

Funding Source:
SPLOST – Atlas Budget

Attachments:

1. Purchase and Sale Contract

PURCHASE AND SALE CONTRACT

1. THE UNDERSIGNED SELLER agrees to sell and the undersigned PURCHASER agrees to buy that certain real property (hereinafter referred to as the "Property"), including all structures on the property, in Effingham County, Georgia known as **4 acres, more or less,** as shown on survey recorded in Plat Book K, Page 200, Effingham County land records and further known as Tax Parcel No. 03010032.

2. THE PURCHASE PRICE. Purchaser agrees to pay Seller at closing the purchase price of the Property of Three Hundred Twelve Thousand Five Hundred Dollars **($312,500.00)**.

3. CLOSING COSTS AND ATTORNEY: **Purchaser shall pay all closing costs.** Closing Attorney shall be The Newberry Law Firm, P.C. The closing attorney represents the Purchaser in this transaction. Purchaser and Seller mutually agree to close at a time and place designated by Closing Attorney within five (5) working days After notification from the Closing Attorney that the sale is ready to close.

4. BROKER AND COMMISSION: Seller and Purchaser each represent to the other that there are no brokers involved in this transaction. Each party represents to the other that it has dealt with no broker, and will indemnify and hold the other party harmless from any and all claims for brokers' commissions arising from its actions. No real estate broker shall have authority to bind any party hereto with respect to this Agreement.

5. EARNEST MONEY: There is **no earnest money**.

6. TITLE AND CLOSING DATE: Seller warrants that it presently has good and marketable title to the property and agrees to convey said property to the Purchaser at closing by Limited Warranty Deed subject only to easements, restrictions and encumbrances as recorded.

It is expressly understood and agreed between the parties hereto that TIME IS OF THE ESSENCE of this contract. The sale shall be closed on or before **March 31, 2024** prior to which time Purchaser shall have the opportunity of having the title examined. Should any legal defect be found in the title, Seller shall be provided with a written statement thereof prior to above said date and given a reasonable time thereafter within which to correct the same; however in no event to exceed thirty (30) days from the date of said notice of defect. Upon the expiration of thirty (30) days, Purchaser has the option to void this contract. Water rents and rentals, ad valorem taxes, Homeowners/Association/Regime fees or other costs required by covenants or restrictions are to be prorated as of the date of closing.

Seller warrants that, as of the date hereof, she has not received any notice issued by any city or other government authority of building code violation concerning the subject property.

7. OCCUPANCY: shall be delivered to Purchaser at Closing.

8. INSPECTION AND DUE DILIGENCE: For and in consideration of fifty dollars ($50.00) given to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant Purchaser the option of terminating this Agreement, for any reason, for a **60 day period** from the date that this Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting ("Due Diligence Period). During the Due Diligence Period, Purchaser may conduct at Purchaser's expense whatever evaluations, inspections, examinations, and testing, Purchaser deems appropriate to determine whether Purchaser's option to terminate this Agreement should be exercised. It shall be Sellers' responsibility to have utilities operational in order that all inspections may be completed. During the Due Diligence Period, Purchaser may also propose an amendment to this Agreement to address any concerns of Purchaser with the Property. Upon receipt of such written notice or amendment, Sellers shall immediately cause such defects to be corrected prior to closing or (b) authorize Purchaser to cause same to be corrected and deduct the cost thereof from the purchase price or (c) void this contract. In the event Seller elects to void this Contract, Seller shall refund Purchaser the earnest money deposit. If Seller does not take any action as set forth in (a), (b), and (c) above, the Agreement shall terminate and Seller shall refund Purchaser the earnest money deposit.

9. NOTICES: Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service or by certified mail, return receipt requested, postage prepaid or telegram (which terms shall be deemed to include mailgrams or facsimile to the following addresses:
TO SELLER: 15 Saxon Copious Bluff, Ellabell, Georgia 31308
TO PURCHASER: County Manager, 804 South Laurel Street, Springfield, Georgia 31329

Notice shall be deemed to have been given on the date of hand delivery or telegram or on the date of depositing same in the mail via certified mail return receipt requested or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

10. DEFAULT: In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenants or conditions herein, Purchaser shall have all rights and remedies available at law including but not limited to reimbursement for all costs and expenses incurred because of Seller's breach and the right to seek specific performance of this Agreement. In the event the sale is not consummated because of Purchaser's inability, failure or refusal to perform any of the Purchaser's covenant herein, $1,000.00 shall be paid to Seller as full liquidated damages for such failure to close. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and impossible to ascertain, and that $1,000.00 constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. Section 13-6-7, the parties acknowledging the difficulty of ascertaining Seller's damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

11. ENTIRE AGREEMENT: This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.

12. SALE IS "AS IS": Property is being sold by Seller to Purchaser in "as is, where is" condition, with no warranties of Seller, express or implied, excepting a warranty of good title.

13. SURVIVAL OF AGREEMENT: The following shall survive the closing of this Agreement: 1) any warranty of title and 2) any obligation which the parties agree shall or may be performed or fulfilled after closing.

14. SPECIAL STIPULATIONS: This Purchase and Sale Contract is not binding as to the Purchaser until it is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting. Further, this Purchase and Sale Contract is contingent upon the following:
a. Phase 1 environmental inspection acceptable to the Purchaser.
b. Survey confirming the property lines acceptable to the Purchaser.
c. Seller providing documentation that this Property is not listed by a realtor or real estate broker and that no commission will be owed at closing of this transaction.

15. ACCEPTANCE: The above proposition is hereby accepted on the 11 day of March, 2024.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

Seller

_____ L.S.
Larry B. Saxon, Jr.

This Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia on this ____ day of _____, 2024.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

Purchaser

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk