



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

April 16, 2024 – 5:00 PM

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

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

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

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

Agenda

Watch us live on our YouTube page:

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes**
- 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. [2024-169 Agreement]**
 Consideration to approve a Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor’s Office

2. [2024-170 Agreement]

Consideration to approve to renew a Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

3. [2024-171 Agreement]

Consideration to approve to renew a Lease Agreement for the radio communications tower with State Properties Commission (Georgia Forestry Commission)

4. [2024-172 Agreement]

Consideration to ratify and affirm approval of a Custom Traffic Signpost Agreement between Effingham County Board of Commissioners and Honey Ridge Estates Homeowners Association

5. [2024-173 Appointment]

Consideration to approve to appointment Roxanne Rigsby to the Region IX EMS Council

6. [2024-174 Grant Application]

Consideration of approval to submit a Grant Application for GEMA Local Emergency Management Performance Grants

7. [2024-175 Agreement]

Consideration to approve an Easement Agreement between Effingham County Board of Commissioners and Georgia Power Company for Parcel ID 03310022A00 located at Old River Road, Meldrim

8. [2024-176 Resolution/Agreement]

Consideration to approve Resolution# 024-018 related to operations and maintenance and a Lease Agreement between Effingham County Board of Commissioners and the Department of Natural Resources for Tuckasee King Boat Ramp

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

1. [2024-148 Plan] *Alison Bruton*

Consideration to approve the Solid Waste Management Plan as completed by Alliance Consulting Engineers (*postponed from the April 2, 2024 BOC meeting*)

XI. New Business

1. [2024-177 Public Hearing] *Steve Candler*

First public hearing for permanent abandonment of a portion of Otis Seckinger Road

2. [2024-178 Ordinance] *Steve Candler*

Consideration to approve the First Reading of an Ordinance to amend **Part II - Official Code, Appendix C - Zoning Ordinance, Article VI, 6.2 Yards** of the Effingham County Code of Ordinances

3. [2024-179 Ordinance] *Samantha Eason*

Consideration to approve the First Reading of an Ordinance to amend **Part II - Official Code, Chapter 10 - Animals** of the Effingham County Code of Ordinances

- [4.](#) **[2024-180 Ordinance]** *Ashley Kessler*
Consideration to approve the First Reading of an Ordinance to amend **Part II - Official Code, Chapter 14 - Buildings and Building Regulations, Article II - Construction Codes** of the Effingham County Code of Ordinances.
- [5.](#) **[2024-191 Ordinance]** *Steve Candler*
Consideration to approve the First Reading of an Ordinance to amend **Part II - Official Code, Chapter 14 - Buildings and Building Regulations, Article II - Construction Codes, Division 2 - Section 14-56 Permits** of the Effingham County Code of Ordinances.
- [6.](#) **[2024-192 Quote]** *Alison Bruton*
Consideration to approve to renew a Quote with OpenGov for a three-year period for procurement software
- [7.](#) **[2024-193 Plan]** *Alison Bruton*
Consideration to approve a Water and Wastewater Master Plan completed by Alliance Consulting Engineers
- [8.](#) **[2024-194 Proposal]** *Alison Bruton*
Consideration to approve a Proposal from Hussey, Gay, and Bell for the Design of the Midland Road Sewer Extension
- [9.](#) **[2024-195 Proposal]** *Alison Bruton*
Consideration to approve a Proposal from Hussey, Gay, and Bell for the design of the Blue Jay Road Sewer Extension
- [10.](#) **[2024-196 Proposal]**
Consideration to approve a Proposal from Hussey, Gay, and Bell for the Design of the Gateway Parkway Extension
- [11.](#) **[2024-197 Agreement]** *Alison Bruton*
Consideration to approve a Cooperative Service Agreement between Effingham County and the US Department of Agriculture
- [12.](#) **[2024-198 Change Order]** *Alison Bruton*
Consideration to approve Change Order #4 for DPR Architecture for Contract 20-006 for A/E Services
- [13.](#) **[2024-199 Quote]** *Alison Bruton*
Consideration to approve a Quote from TOAST for new terminal at the concession stand at Clarence Morgan Complex (CEM)
- [14.](#) **[2024-200 Study]** *Alison Bruton*
Consideration to approve the Engineering Evaluation and Feasibility Study for the Effingham County Water Treatment Plant - Phase 1
- [15.](#) **[2024-201 Ordinance]** *Stephanie Johnson*
Consideration to approve the First Reading to amend **Part 1- Related Laws, Article II – Board of Commissioners** of the Effingham County Code of Ordinances

16. **[2024-202 Job Description]** *Sarah Mausolf*

Consideration to approve and publish a new Job Description for the Child In Need of Services (CHINS) program

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the April 4, 2024 executive session minutes

XV. Planning Board - 6:00 pm

1. Consideration to approve an application by **Sue Anderson** as agent for **SB Homes, LLC** to **rezone** 6.982 acres located on Old Louisville Road from **AR-1 to R-1** to allow for an addition to residential lots, **Map # 272 Parcel # 27** in the **Third District**

2. Consideration to approve the Second Reading of application by **Sue Anderson** as agent for **SB Homes, LLC** to **rezone** 6.982 acres located on Old Louisville Road from **AR-1 to R-1** to allow for an addition to residential lots, **Map # 272 Parcel # 27** in the **Third District**

XVI. Adjournment

Staff Report

Subject: Renewal of Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Tax Assessor

Meeting Date: April 16, 2024

Item Description: Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

Summary Recommendation: The Chief Appraiser requests renewal of the Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

Executive Summary/Background:

- The Chief Appraiser requested a proposal from Schneider Geospatial, LLC for an add-on to the qPublic.net system which would allow for all Personal Property Forms to be online and allow for the online submittal of returns/appeals.
- There is a one-time set up cost of \$5,880.00, and an annual hosting total of \$4,248.00. This program has been included in the FY24 budget request for the Tax Assessor's Office. This agreement will continue until June 30, 2025. This agreement will automatically renew for successive one (1) year terms, subject to termination as described in the agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Renewal of the Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Tax Assessor, Purchasing, Finance

Funding Source: Tax Assessor Operating Budget

Attachments: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Effingham County, Georgia** whose place of business is: 901 North Pine Street, Room 106, Springfield, GA 31329 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **qPublic.net** Add-Ons

a. Additional components elected by CLIENT:

a) **Account Management**

This add-on will allow CLIENT's **qPublic.net** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

b) **Forms & JotForm License (1 Additional License)**

PROFESSIONAL will add web pages representing the following forms. All forms will be accessible from CLIENT's **qPublic.net** website.

- Personal Property Marine Form
- Personal Property Business Form
- Personal Property Aircraft Form
- Freeport Supplemental Information Form

Forms will include automatic population of relevant data fields for selected parcels, using information from the **qPublic.net** database. Application form fields and content will be based on the State of Georgia's existing, standardized application forms; however, layout of the forms may have differences between the State of Georgia's PDF form and the web form on **qPublic.net**.

The **qPublic.net** forms add-on will leverage a third-party online form data management system, named JotForm, for secured data storage and access. JotForm may require CLIENT's staff to use a separate login to access and download submitted forms' data. CLIENT agrees to JotForm Inc's Terms of Use at <https://jotform.com/terms> and Privacy Policy at <https://jotform.com/privacy>. JotForm License Fee is subject to change and may require a change to this agreement, or a replacement agreement, prior to the end of this agreement's term.

Forms hosting services do not include replacement of existing forms with new versions. Additional setup fees may be required to replace an existing form with a new version of a form. Setup services for form replacement, if needed, will be contracted in a separate agreement.

c) **Database Connection**

qPublic.net Database Connection for Personal Property

1) **Beacon/qPublic.net** Parcel Search & Report Module.

PROFESSIONAL will develop **qPublic.net** parcel search and report modules that are compatible with CLIENT's personal property accounts data from their WinGAP system.

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

2) **DATA ETL Configuration**

PROFESSIONAL will configure an automated routine to transfer data (personal property accounts) from CLIENT's WinGAP system to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

2. **Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **Product**

a. **One-time Setup Cost:** **\$5,880**

Setup items:

Database Connection – Personal Property Included

Forms:

-Personal Property Marine Form Included

-Personal Property Aircraft Form Included

-Freeport Supplemental Information Form Included

-Personal Property Business Form Included

Subtotal: \$8,232

Discount: **(\$2,352)**

Total: \$5,880

b. **Annual Hosting:** **\$4,248**

Hosting items:

Account Management: Included

Forms:

-Personal Property Marine Form Included

-Personal Property Aircraft Form Included

-Freeport Supplemental Information Form Included

-Personal Property Business Form Included

-JotForm License (1 Additional) Included

B. **Payment Schedule**

Year 1 June 1, 2023 – September 30, 2023: \$5,880
(Setup: \$5,880, Hosting Start Date is October 1, 2023)

Year 2 October 1, 2023 – June 30, 2024: \$3,186
(Hosting \$3,186-prorated)

Year 3 July 1, 2024 – June 30, 2025: \$4,248

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3. **Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4. **Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5. **Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6. **Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7. **Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

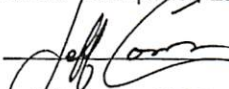
8. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through March 31, 2023.

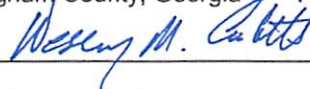
PROFESSIONAL:
Schneider Geospatial LLC

By: 
Print: Jeff Corns, GISP

Title: President

Date: April 21, 2023

CLIENT:
Effingham County, Georgia

By: 
Print: Wesley Corbitt

Title: Chairman

Date: April 18, 2023



Staff Report

Subject: Renewal of Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

Author: Alison Bruton, Procurement & Capital Projects Manager

Department: Tax Assessor

Meeting Date: April 16, 2024

Item Description: Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

Summary Recommendation: The Chief Appraiser is requesting renewal of the Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

Executive Summary/Background:

- The Tax Assessor's Office would like approval of a program that searches databases in every state to see if someone has filed a homestead exemption in other taxing jurisdictions. At this time, we are only able to verify in Effingham County. Individuals are only allowed to claim one homestead exemption, and if they have multiple then they are in violation.
- The Chief Appraiser received proposals from three companies;
 - TrueRoll - \$10,900.00 (Self Service)
 - LexisNexis - \$30,000
 - PropertyScape - \$20,000
- The initial term of this agreement is three (3) years and will automatically renew for successive one (1) year terms unless terminated as detailed in the agreement.
- This SSA has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Renewal of the Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll for an annual payment of \$10,900
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Tax Assessor, Purchasing, Finance

Funding Source: Tax Assessor Operating Budget

Attachments:

1. SSA – Software Services Agreement
2. TrueRoll Proposal

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE AGREEMENT (THE "AGREEMENT") IS ENTERED INTO ON April 18, 2023 BETWEEN THE EFFINGHAM COUNTY BOARD OF ASSESSORS LOCATED AT 901 N. PINE STREET, STE 106 SPRINGFIELD, GA 31329 ("CUSTOMER") AND THE EXEMPTION PROJECT, INC., (ALSO KNOWN AS TRUEROLL™), A DELAWARE CORPORATION LOCATED AT 320 W OHIO ST, #3W, CHICAGO, IL 60654 ("COMPANY").

1.1 WHEREAS, the Customer requests Company to deliver services related to the accuracy of their tax roll ("Services") and as further described in the proposal dated **February 7, 2023** attached as Exhibit A-1 to this Agreement and thereafter, as may be agreed by the parties in writing and attached as sequentially numbered Exhibits (e.g., A-2, A-3, etc.) referencing this Agreement (each, a "**Proposal**"). Including but not limited to property valuations, property data characteristics, personal property, taxpayers receiving exemptions, and related tax benefits tied to exemptions.

1.2 WHEREAS, the identification of an inaccurate exemption roll or inaccurate property characteristics and valuations will assist the Customer in fulfilling its statutory obligations under the state tax code, as will the identification of taxpayers entitled to exemptions;

1.3 WHEREAS, Company agrees to provide audit Services for the Customer under the terms of this Agreement;

1.4 WHEREAS, Company will provide said Services in exchange for the annual fee established in the Proposal.

1.5 THEREFORE, under these terms of this Agreement, Company agrees to deliver Services described in the Proposal included under **SELF-SERVICE** level option to help improve the accuracy of the Customer's tax roll. In case of any conflict between the terms of this Agreement and the terms stated in the Proposal, the terms of this Agreement will take precedence unless the Proposal expressly states that it overrides a specific provision hereof.

1.6 All work performed by the Company will be under the direct supervision and control of the Customer. Notwithstanding, this Agreement requires Company to use its best efforts to ensure that the Customer's goals in retaining Company will be fulfilled.

1.7 The Customer agrees to make available either directly or by causing it's CAMA software vendor to provide at Customer's expense, if any; requested electronic versions of the most recent tax roll, exemption records, shape files where applicable, previous audit details where applicable, and exemption application forms where applicable, for the calendar years for which the Services to be performed are applicable.

1.8 Company will provide its Services under state and local regulations that govern this Agreement. Subject to the terms hereof, Company will provide Customer with reasonable technical support services under Company's standard practice. The Company's standard practice is available at www.trueroll.io/terms or in writing upon request.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any software (except to the extent permitted by Company or authorized within the Services). If in the course of providing the Services Company receives any feedback from the Customer relating to the Services ("**Customer Feedback**"), Company is free to use such Customer Feedback. The Customer hereby assigns and agrees to assign all of its rights in the Customer Feedback to Company, without any right to compensation.

2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**"), provided that the Policy is presented to the Customer, and all applicable laws and regulations. The Customer agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although Company has no obligation to monitor the Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 The Customer will obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers (collectively, "**Equipment**"). The Customer will also maintain the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and be responsible for all uses of the Customer account or the Equipment with or without the Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Neither party may disclose or make available information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Proprietary Information**"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of the Customer includes non-public data and other content, in any form or

medium, provided by the Customer to Company to enable the provision of the Services, but that is not provided, collected or generated by Company (“**Customer Data**”). Proprietary Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Proprietary Information to any person or entity, except to the receiving party's employees who have a need to know the Proprietary Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law (e.g., public record laws, freedom of information laws, etc); or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Proprietary Information, or destroy all such copies and certify in writing to the disclosing party that such Proprietary Information has been destroyed. However, the receiving party can retain Proprietary Information to the extent contained in deleted emails and electronic documents which are archived by or on behalf of the receiving party consistent with the receiving party's standard archival processes but which, in the ordinary course of operations, are not accessible by the individuals who created or received such emails or documents. Each party's obligations of non-disclosure with regard to Proprietary Information are effective as of the date signed and will expire 5 years from the date first disclosed to the receiving party.

3.2 As between the parties, the Customer owns or has the right to use the Customer Data. The Customer grants to Company, during the Term, the right to use Customer Data to the fullest extent necessary or useful for Company to perform the Services, enforce this Agreement, and exercise Company's rights as stated herein. Company owns all Service Data. “**Service Data**” means information and data that Company derives or aggregates from (a) Company's performance of the Services and operation of its software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the implementation of the Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) any data that is based on or derived from the Customer Data and has been provided to the Customer as part of the Services.

3.3 Notwithstanding anything to the contrary, Company has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein including the resale of the Customer's data granted to Company by the Customer which is expressly prohibited.

4. PAYMENT OF FEES

4.1 The Customer will pay Company the fees described in the applicable Proposal for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current renewal term, upon 30 days prior notice to the Customer (which may be sent by email). If the Customer believes that Company has billed the Customer incorrectly, the Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the alleged error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.2 Company may choose to bill through an annual invoice, in which case, full payment for invoices issued in any given year must be received by Company 30 days after the mailing date of the invoice. If the Customer fails to make any undisputed payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) the Customer will reimburse all expenses, including reasonable attorney's fees, incurred by Company to collect any undisputed, unpaid Fees owed by the Customer and (iii) if such failure continues for 10 days or more, Company may terminate the Proposal under which the Fees are unpaid, terminate all Proposals, or suspend its performance of Services under any or all Proposals until the Customer pays the undisputed Fees in full. The Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on the Company's net income.

4.3 Company's goal is to provide the Customer with a value of at least equal to the Fee as provided in Section 4.1. for the Initial Term. If the value provided by the Services in the form of the total of both the back taxes collected and the assessed value added to the tax roll (collectively called "Total Revenue Value Received") that the Services help to discover is less than the Fee for the Initial Term, Company will refund the difference between the paid Fee and the Total Revenue Value Received after the Initial Term. In order to qualify for a refund, the Customer must, within 30 days of the end of the Initial Term, submit proof that the Customer did apply Company's Services correctly and that the value added to the tax roll is less than the Fees paid for the Term. All refunds are discretionary as determined by the Company. To further clarify, the Company will not provide refunds for requests made after the 30 day refund period from the end of the Initial Term and all Fee payments must be made on a timely basis.

5. TERM AND TERMINATION

5.1 The initial term of this Agreement commences as of the date signed by all parties and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until three (3) years from such date (the "Initial Term"). This Agreement will automatically renew additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least [30] days prior to the expiration of the then-current term (together with the Initial Term, the "Term").

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon a material breach of this Agreement by the other party (a) immediately, upon written notice to the other party, if the breach is non-remediable, or (b) 30 days after giving written notice to the other party if the other party has failed to cure a remediable breach or provide a written plan of cure reasonably acceptable to the non-breaching party.

5.3 Either party may terminate all Proposals then in effect, upon notice to the other party, if the other party becomes insolvent or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors.

5.4 Upon any termination, Company will make all Customer Data available to the Customer for electronic retrieval for a period of 30 days, but thereafter Company may, but is not obligated to, delete stored Customer Data upon providing the Customer with written notice three business days before the planned deletion, at the earliest on the 27th calendar day of the Customer's failure to pay.

5.5 This Agreement will remain active from the date signed until the date on which the Term of the last remaining Proposal between the parties expires or is terminated. Upon expiration or termination of the Agreement, the Customer will pay all due and unpaid Fees without further notice.

5.6 The rights and obligations of the parties set forth in this Section and in Sections which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

6. LIMITED WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE

SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE.

7. INDEMNITY

7.1 Each party (the "**Indemnifying Party**") shall defend and indemnify the other party (the "**Indemnified Party**") from and against any damages, liabilities, losses, and costs, including reasonable attorney's fees (collectively, "**Losses**") incurred by the Indemnified Party arising out of claims asserted by a third party against the Indemnified Party to the extent that the Losses are caused by the Indemnifying Party's breach of any of its obligations under this Agreement.

7.2 Company shall hold the Customer harmless from and against any Losses against out of any claim brought against the Customer for direct infringement by the Service of any United States intellectual property right existing as of the date signed; provided, Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; and further provided that such obligation will not apply to the extent any infringement arises from (a) any use of the Services in a manner not authorized by this Agreement or Company, or (b) Company's modification of the Services as instructed by Customer. If a court makes a final, non-appealable determination that the Services are infringing, then Company will, at its expense: (y) modify the Services to be non-infringing without materially affecting Company's obligations to the Customer under this Agreement, or (z) obtain for the Customer a license to continue using the Services. If neither of the foregoing is commercially practicable, Company may terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service. This Section sets forth the Customer's sole and exclusive remedies for any claim of infringement related to the Services under this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER COMPANY NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR FOR ANY

LOSS THAT COULD HAVE BEEN AVOIDED BY THE CUSTOMER'S USE OF REASONABLE DILIGENCE; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. DPPA / GLBA & FCRA

The Customer agrees to comply with applicable privacy laws and:

- a) Understands that Homestead Exemption Audit and Proactive Homestead Monitoring results may contain sensitive information governed by federal and state privacy protection laws, including the Federal Driver's Privacy Protection Act of 1994 ("DPPA"), the Gramm-Leach-Bliley Act ("GLBA"), and the Fair Credit Reporting Act ("FCRA"). Accordingly, the Customer hereby represents, acknowledges, and agrees to comply with all federal and state laws regarding privacy and disclosure of personal information, including the DPPA, GLBA, and FCRA; is eligible to receive personal driver's license and motor vehicle records information under the DPPA because its intended use of such information pursuant to this Agreement is permitted by the DPPA; shall not use, disclose, transmit, or in any way release any information it receives from the Company to any unauthorized employee, agent, or third party in violation of the DPPA, GLBA, FCRA, or any other privacy protection law; shall use current and updated security and internal controls to protect the personal information of individuals it receives from a breach of security. Breach of the security of the system means the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable basis to conclude has resulted in, the unauthorized acquisition of and access to personal information maintained by the Customer; transmission of personal information received via e-mail or unencrypted via the internet is strictly prohibited; is responsible for ensuring that its employees, agents, or representatives with access or control over personal information received from the Company are trained and educated with regards to the requirements of the DPPA.
- b) Understands the Company is not a "Consumer Reporting Agency," as defined by the FCRA (15 U.S.C. 1681, et seq.) and Homestead Exemption Audit or Proactive Homestead Monitoring results do not constitute a "consumer report," as defined by FCRA, and shall not be subject to FCRA requirements.

10. MISCELLANEOUS

(a) **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable or invalid in any respect under any applicable law or rule in any jurisdiction, a court will, if possible, modify the provision to the extent required to make it valid and enforceable. Regardless, the invalidity, illegality or unenforceability of a provision will not affect any other provision, or the enforcement of the provision in any other jurisdiction.

(b) **ASSIGNMENT.** This Agreement is not assignable, transferable or sublicensable by the Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

(c) **FORCE MAJEURE.** With the exception of the Customer's payment obligations, neither party shall be liable for any default or delay in the performance of its obligations hereunder, if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, earthquakes, fire, riots, floods, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemics or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) **COMPLETE AGREEMENT.** This Agreement, together with each Proposal, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

(e) **AMENDMENT AND WAIVER.** This Agreement may be amended only with the consent of the affected parties, in writing. A provision of the Agreement may be waived only with the written consent of the party against whom the waiver is asserted. A waiver will be effective only in the specific instances and for the limited purposes for which given, and must be explicit. No action or inaction by a party will be considered an implied waiver.

(f) **INDEPENDENT CONTRACTOR.** Company shall be as an agent of the Customer in performing the Services as provided by this Agreement. However, no other agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever.

(g) In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

(h) **NOTICES.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

<p>If to Customer: Neal Groover Chief Appraiser Effingham County Board of Assessors 901 N. Pine Street, Ste 106 Springfield, GA 31329 Email: ngroover@effinghamcounty.org</p>	<p>If to Company: The Exemption Project, Inc. Attn: Tyler Masterson 320 W OHIO ST, #3W Chicago, IL 60654 Email: tyler@trueroll.io</p>
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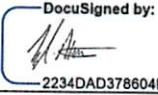

(i) GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions.

(k) DISPUTE RESOLUTION. All disputes relating to the interpretation of this Agreement or the rights of the parties hereunder will be exclusively settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules; provided, however, the parties are not barred from seeking appeal within the AAA. Disputes involving \$75,000 or less shall use the AAA’s Expedited Rules. The parties shall mutually agree upon a single commercial arbitrator, and in the absence of agreement, the AAA shall select the arbitrator. The place of arbitration will be Chicago, Illinois. The parties shall share equally in the costs of arbitration payable to the AAA, including the arbitrator. The award of the arbitrator will be accompanied by a reasoned opinion, and the parties agree to participate in the AAA’s optional appellate process should one party so desire, at such party’s expense. Judgment on an arbitration award may be entered in accordance with the Federal Arbitration Act in any federal court having jurisdiction. Either party may, notwithstanding the above, seek equitable relief in any proper court to enjoin a breach or threatened breach of any obligations under this agreement that might cause irreparable harm without any requirement to post bond. ***The parties agree that this mandatory arbitration provision represents an irrevocable and unconditional waiver of the right to a trial by jury in any legal action relating to this Agreement.***

(l) LIMITATION OF ACTIONS. No action, regardless of form or substance, arising out of this Agreement or the performance or nonperformance of any obligation hereunder may be brought more than one year after a party knew or should have known of the occurrence of the event giving rise to such cause of inaction by a party will be considered an implied waiver.

[Signature page follows.]

On this 18th day of April 2023, the parties have signed this Agreement.

<p>Tyler Masterson, President & CEO The Exemption Project, Inc (TrueRoll™)</p>	<p>Wesley Corbitt Chairman Effingham County Board of Commissioners</p>
<p> 2234DAD378604B8...</p> <p>Signature</p> <p>Tyler Masterson CEO</p> <p>Name, Title</p>	<p></p> <p>Signature</p> <p>Wesley Corbitt, Chairman</p> <p>Name, Title</p>

proposal



Proactive Homestead Monitoring™

An end-to-end solution for managing exemption roll accuracy and new application verification. TrueRoll will empower the Effingham County Board of Assessors to correct & **monitor its exemption roll in real-time.**

Prepared For:

Neal Groover
Chief Appraiser
Effingham County Board of Assessors
901 N. Pine Street, Ste 106
Springfield, GA 31329

Prepared On: February 7, 2023

Prepared By

Mike Sarver
VP of Homestead at TrueRoll
mike@trueroll.io
985.966.4663

About TrueRoll

TrueRoll empowers over 60 local governments across the country to maintain accurate property tax rolls by identifying unqualified and unclaimed homestead exemptions using data science and automation.

For over a decade, cofounders Tyler Masterson and Joseph Walsh, Ph.D., have built government data solutions. It came to their attention that there was a need to modernize and automate the homestead exemption lifecycle. Utilizing data and industry-focused business logic, they created TrueRoll, which allows offices to **automatically vet new exemption applications and proactively identify unclaimed and unqualified homestead exemptions, in real-time.**

Challenge

The process for identifying unqualified exemptions typically relies on a single-point-in-time batch audit or time-consuming investigative tasks like reviewing returned mail, investigating every new exemption application, or researching properties that send their mail to a non-situs address.



Solution

TrueRoll Proactive Homestead Monitoring™: Thousands of federal, state, local, and proprietary databases enable TrueRoll to discover and contextualize data on individual owners and parcels in ways not currently possible for government agencies. Our award-winning¹ online platform gives your staff the power to identify errors, manage, and update your tax roll proactively.

Our 60+ customers, located in 8 states (TX, FL, LA, IL, WA, GA, UT, HI), use TrueRoll to **free up time, create taxation fairness, identify new revenue, and generate trust.**

¹ <https://www.govtech.com/100/2022> - Government Technology Magazine names TrueRoll to the top 100 government technology companies "focused on, making a difference in state and local government agencies across the United States." - TrueRoll made the list 2 years in a row!

■ The Promise of TrueRoll's Approach

TrueRoll's unique approach focuses on the **Past, Present & Future**, and is the only full-lifecycle exemption administration solution on the market.

<< Past Review Historical Exemptions	Present Vetting New Exemption Applications	Future >> Proactively Monitoring All Exemptions
<p>TrueRoll performs an AI-powered historical review of your exemption roll dating back up to 10 years to make sure your tax roll is current and monies owed are paid.</p>	<p>New exemption applications come in every day, often 1000s per year that take multiple employees months to review. New applications can now be automatically vetted, approved/denied with TrueRoll using a fraction of the resources.</p>	<p>Tax rolls are dynamic. The only way to keep them accurate is to monitor the qualification status of each exemption enrollee in real-time and notify the citizens proactively when their qualification status changes. No more audits and no more multi-year back-tax processes.</p>

The benefits to our customers of this full lifecycle approach are the following:

1. **Increased tax revenues** by removing unqualified exemptions and identifying unqualified auto-renewals **before** they renew.
2. **Increased social equity** by identifying **unclaimed** exemptions -- owners eligible for homesteads but are not currently enrolled.
3. **Reduced citizen disruption** by eliminating the problematic collection of back-taxes by proactively identifying disqualified exemptions before fines are necessary.
4. **Time savings for Board of Assessor staff** by automating the identification of unqualified exemptions across 1,000s of data sources, removing the need to monitor rental sites manually, check returned mail, and read endless obituaries.

- 5. Improved relationship between the taxpayers** and your office through positive press associated with removing unqualified exemptions and enrolling qualified homeowners.²

■ TrueRoll's Core Capabilities

The TrueRoll service scours 1,000+ data sources and produces a prioritized list of potentially unqualified exemptions for review by your staff.

At the highest level, our customers provide their tax roll and new exemption applications to our team via a CAMA-connected interface. We then provide you with potentially unqualified exemptions and accompanying contextualized evidence of compliance or non-compliance in an easy-to-use web interface.

TrueRoll Proactive Homestead Monitoring has three main components:



Discovery

Our platform scours many national and local data sources - from the tax rolls of over 3,000 county offices to DMV databases to rental listings to social media profiles - to uncover potentially unqualified homestead exemptions.

Our business rules are configurable so you see only the “flags” your office cares about.

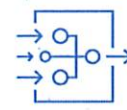


Decision

With our Assisted or Full-Service Audit option, TrueRoll's trained investigators will review some or all of your potentially unqualified exemptions (we call them Candidates), perform additional research, and provide your team an Investigation Report recommendation on each exemption's qualification status and recommended next steps (denial, back taxes, etc.).

Once we discover the potentially unqualified exemptions, the next step is to use our detailed owner and property history information to decide on the qualification status of each.

TrueRoll prioritizes the Candidates based on artificial intelligence so your office can spend its time where it will



Action

Once you've decided on what action to take, TrueRoll will help you take the next step by providing features to help you contact the citizen, send out a denial letter, and capture the audit history of every action taken against that parcel.

Our configurable workflow maps to your end-to-end exemptions administration process.

² All deployments come with an optional PR module to easily create positive coverage around your exemption equality initiative.

have the biggest impact.

■ Our Comprehensive Data Sources

TrueRoll data was designed **specifically for determining the qualification of homestead exemptions and applications.**



The TrueRoll platform includes proprietary data and business rules specifically configured for your office.

Core Exemption Datasets

- National Tax Parcel Databases
- State Driver's License Databases
- USPS Change of Address Database
- Federal Master Death File
- State and Local Vital Statistics Data
- National & Local Obituary Listings
- Voter Records
- Owner Credit / Address Histories
- Vehicle Registrations
- Utility History
- Court Filings
- Eviction cases (often signifies rentals)
- Liens / Judgments / Bankruptcies

TrueRoll Proprietary Data Sources

- Veterans/Active Duty Dataset
- Local MLS Rental/Lease Listings
- Historical Address Vacancies
- Undiscovered Duplexes
- Juror Excusal Reasons
- Direct Integration with your CAMA
- TrueRoll National Rental Database
- Custom Data for Your Jurisdiction such as:
 - Returned Mail to your Office
 - Rental Registrations
 - Your Active Investigations
 - Open Data or 311 Data
 - Fraud Hotline

■ The TrueRoll Data Science Process

Our proprietary data science process solves the complex challenge of person-and-parcel entity matching across disparate data sources and presents actionable insights.



*"With this project, were not only going to identify unqualified exemptions, it gives us perspective on how to **organize our entire exemption workflow.**"*
- Rob Ross, Chief Data Officer, Cook County IL

Step 1: Cleansing & Preparation

After requesting your tax roll data, we cleanse and process it against our thousands of data sources (public, private, purchased, scraped, etc.). We use 100's of exemption eligibility criteria modeled off your state's legislative code to find exemptions that may be unqualified.

Step 2: Researching & Prioritization

TrueRoll then prioritizes the potentially unqualified exemption (we call them "Candidates") to your www.trueroll.app web application INBOX based on confidence levels. If you are a TrueRoll Assisted or Full-Service Audit customer, trained TrueRoll investigators will perform the investigation work for you.

Step 3: Decision & Action

Based on the flags that TrueRoll presents and any investigation our team has performed on the Candidate parcels, your team can take the necessary action: remove the exemption, deny it for future years, lien, back assess, or other.

Step 4: Proactively Monitor Exemption Enrollees & New Applicants

Lastly, TrueRoll will proactively monitor existing enrollees and new exemption applicants. This proactive monitoring process identifies a parcel as potentially unqualified due to a move, rental listing, or other flags.

Implementation typically takes two weeks to complete after your data is received.

Going Beyond Point-in-Time List Audits

TrueRoll.app provides **real-time discovery** of disqualifying events in your tax roll and provides workflow capabilities that keep data fresh, capture parcel history, and makes investigation work simple.

TrueRoll.app's web-based application displays a list of potentially unqualified exemptions (Candidates). A Candidate is an owner/parcel flagged based on the rules that match your state's eligibility requirements and your local knowledge. Over time, TrueRoll learns from your work via AI-powered feedback. It continues to provide the results that matter to your office, allowing you to focus your investigations on the Candidates that matter most.

Candidates List Screen

The screenshot shows the TrueRoll web application interface for the 'Candidates List' screen. The interface includes a navigation bar with 'Candidates', 'Tax Roll', 'Admin', and 'Logout'. Below the navigation bar is a search and filter section with various tabs like 'Questionnaire', 'Unqualified', 'Snooze', 'Archive', 'Monitor', and 'All'. A search bar is present with a 'SEARCH' button. Below the search bar are search filters for PIN, Owner, Qualification Date, Exemption(s), Flags, Prev Queue, Taxable Value, and Custom Search. There are also 'Queue-specific Filters' for 'New' and 'Has History'. The main content area displays a table of candidates with columns for 'Parcel Number', 'Details', 'Flags', 'Status', and 'Priority'. The table shows two candidates: 13100 and 37114. The 'Priority' column features a circular gauge icon with a needle pointing to a value, and a callout number (4 or 5) indicating the priority level. A callout number 1 points to the search bar, 2 to the filters, 3 to the candidate details, 4 to the priority gauge, and 5 to the in-app chat and email support icons.

1. Work Queues that map to your exemption administration business process
2. Robust search capabilities
3. Summary level review of parcel and flag information
4. Priority sorted list via artificial intelligence
5. In-app chat and email support

Candidates Details Screen



Candidates Tax Roll Admin Logout

Candidate Details: 501 N Clinton St, 806, Chicago, IL 60654

SITUS INFO	FLAG	DETAILS	DATE
Address 501 N Clinton St, 806, Chicago, IL 60654 Parcel Num 17-09-112-107-1031 Owner(s) buyer: mitchell sean mail: jsm lic Class Desc residential condominium Exemption(s) homestead Market \$ \$474,230.00 Assessed \$ \$138,285.00 Deed Date 12/13/2019 County URL Link	236 Coe Rd, Clarendon Hills, IL 60514-1002 county: DuPage County, IL parcel: 090287012 LEICS function: Private household owner name: Sean Mitchell mailing address: 236 Coe Rd Clarendon Hills, IL 60514-1002 Multiple HSE out of Jurisdiction exemption info: value: \$297,800 match type: owner, address source: national parcel database date label: last refresh mail address: 236 coe rd, clarendon hills, IL 60514 mail county: dupage Situs Mail Differ match type(s): house nbr, full address source: tax roll date label: tax roll, as of mail address: 236 Coe Rd, Clarendon Hills, IL 60514 mail county: DuPage County, IL Out of County Mail match type: geocode, city name source: tax roll date label: tax roll, as of	10/28/20 8/12/20 8/12/20	

Update	Add Flag	Labels	Attach Doc	Documents	Update Type	Details	User	Date
By Updating a Candidate, you can change a Candidate's existing details and Queue. Queue: <input type="text" value="Unqualified"/> Reason: <input type="text" value="Not Primary Reside"/> Unqualified Start Yr: <input type="text" value="2013"/> Lien: <input type="text" value="-- Select --"/> <input type="checkbox"/> Add Note <input type="button" value="UPDATE"/>				None	User Update	Candidate moved from Inbox to Unqualified Unqualified Start Year: 2013 Reason: Not Primary Residence Note: Property flagged as a rental investigation showed property has homestead exemption.	Stephen G	2/22/21
					New Label	New Label added: EEU Initial 300	85user	2/12/21

The Candidate Details Screen brings information from your CAMA, TrueRoll's data sources, and your analysts' notes into one screen

Candidate Details Screen Features

- Displays data from your CAMA about the situs property and exemption recipients.
- "Flags," tell the context of what's happening at a property to help you determine if the exemption is valid
- All actions taken against a Candidate are tracked in the Candidate History panel to provide a dedicated audit trail
- Assign a Candidate a custom "Label" to manage your workflow (field visits and managerial reviews)
- Add custom flags on the fly (a piece returned mail, neighbor calls to report fraud)
- Upload files, photos, and anything you need to help you support your decisions
- Assign the investigation to someone else in your office

Configuration Screens to Meet Your Specific Needs

TrueRoll projects leverage our Customer Success Delivery Methodology³ to ensure our algorithms are tailored to your specific needs

Admin

Configuration

- Report: Candidate Status
- Report: Candidate Docket
- Search: Label
- Update: Archive Candidates
- Update: Quest. Responses
- Train: Video Modules

Admin

- Report: Mail Merge
- Config: Labels
- Config: Quest. Templates
- Config: New User
- Search: Unclaimed Exemptions

Label Name

Office Hours Investigations

No File - 2020

Interesting Cases

Gold Book - 2020

EEU Initial Training Set

Citizen Complaint

Records 1-7 of 7

Candidate Docket Report

Right click and select print to generate a printed or pdf version of this docket using your browser's print function

Candidate Details

SITUS INFO

Address: 3520 [redacted] Tx 78001
 Parcel Num: 17997
 Owner(s): EVERETT R
 Class: UNK
 Exemption(s): Over 65 Surviving Spouse I Homestead
 Market \$: \$278,688.00
 Assessed \$: \$257,852.00
 Qualification Date: 11/20/02
 County URL: Link

MAILING INFO

Address: 2648 [redacted] Field Rd., Tx 78801
 County: Uvalde

CANDIDATE STATUS

Queue: Inbox
[Printer-friendly screen](#)

Candidate Flags

FLAG	DETAILS	DATE
EVERETT RAY		
Deceased	last residence: 2648 FIELD RD, TX source: pccia match type: name, address date label: pccia source date mail address: 2648 FIELD RD, TX, ...	5/31/22
Situs Mail Differ	mail county: tax roll source: house fbr, full address match type: tax roll, as of date label:	5/11/22
303 ALEEN ST, PLAINVIEW, TX 79072		
Multi Properties	county: HALE COUNTY, TX parcel: 11756 property classification: single family residence owner name: [redacted] mailing address: 2648 FIELD RD, TX assessed value: \$41,533.00 market value: \$41,533.00 source: national parcel appropriate match type: address, last name, first initial	12/2/21

Configuration occurs in the Admin Interface
 -Reports, Batch Questionnaire printing,
 and User Management

Features like the Candidate Docket Report
 (printer friendly version of TrueRoll evidence)
 were requested and implemented based on
 requirements requested by Fulton County, GA

"When you adopt a new product, you are always worried it might be too complicated to be worth it, but TrueRoll couldn't be easier to use, we love it so far!"
 - Mark Miller, Supervisor of Assessments, IPAI Exemptions Course Instructor
 -Marion County, IL

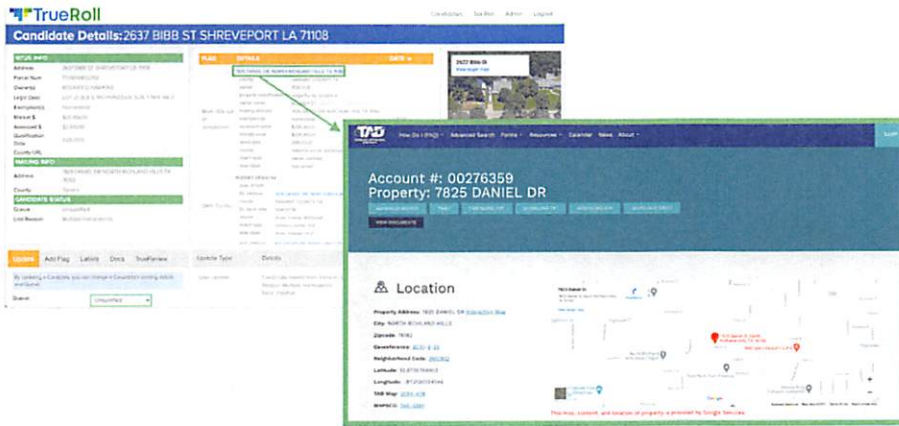


³ <https://www.trueroll.io/blog-customer-success> describes why our approach to "Customer Success" is so key to the outcomes of our customers.

Proprietary Features for Your Analysts

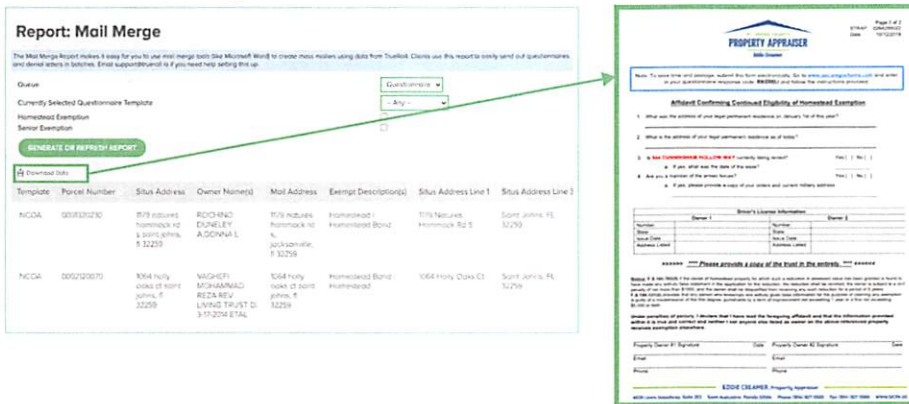
Proprietary Direct-2-Parcel™ and TrueMail Merge™ features exemplify how TrueRoll allows your office to quickly identify, research, and communicate with a taxpayer about an unqualified exemption.

Direct-2-Parcel™



TrueRoll may discover a duplicate exemption in another jurisdiction. To verify the current status of that additional exemption, you can simply click on the link within TrueRoll. It will take you directly to the parcel details screen on the other jurisdiction's website.

Mail Tracking



Data from TrueRoll can batch export data to mail merge with your office's communication templates. Our customers use this for questionnaires, denial letters, and other citizen contact forms.

Unclaimed Exemption Identification


Optional, no additional fee.

The goal of most of our clients is to optimize taxation-equity and fairness across their tax base by ensuring that all qualified homeowners are aware of and receiving the benefits afforded to them by state and local exemption laws.

To accomplish these goals, TrueRoll applies the same data science principles described in sections above to identify homeowners that possess qualifying criteria but are not receiving an exemption. The primary objectives of this capability are to:

- 1. IDENTIFY:** Use multiple data sources and advanced data science techniques to identify as many homeowners with unclaimed exemptions as possible.⁴
- 2. PRIORITIZE:** Prioritize the results based on level-of-confidence to optimize awareness campaigns.
- 3. COMMUNICATE:** Maximize the public exposure of this data-driven effort to enroll homeowners to progress our client's mission of taxation equality.

*"We chose TrueRoll because **you're flexible in your approach, more cost effective, and allow us to identify unclaimed exemptions as well as unqualified exemptions**"*
- Eddie Creamer, Property Appraiser, St John's County FL





Over 100 St. Johns County Residents Claim Homestead Exemptions Thanks to a Data-Driven Outreach Program

In partnership with TrueRoll, the St. Johns county property appraiser leveraged mountains of data to generate a list of residents who potentially qualified for a homestead exemption.

Highlights

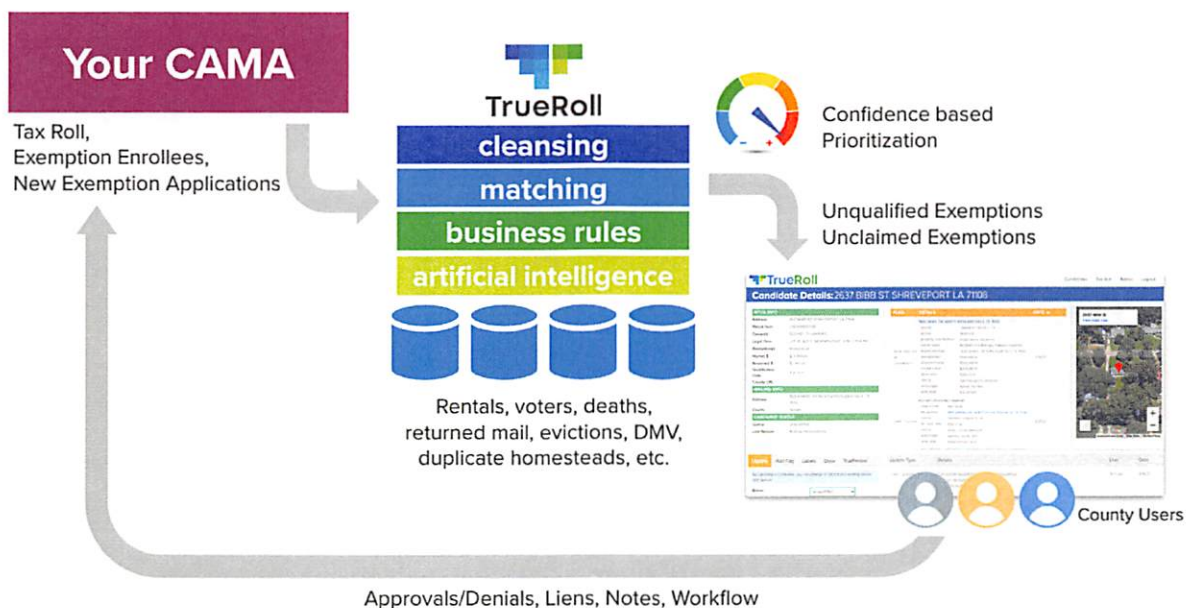
- 130,100 residential properties in St. Johns County, Florida
- Includes almost 80,000 homestead exempt parcels
- Florida offers generous, but complicated, homeowner exemption statutes
- A mailing to 1,900 homeowners potentially eligible for unclaimed benefits led to 100+ responses



⁴ TrueRoll's unqualified exemption campaigns have helped enroll hundreds of new & qualified exemptions in jurisdictions just like yours (Cook County, IL, St Johns County, FL, etc).

TrueRoll Integrates to your CAMA

Your CAMA system and TrueRoll stay in sync. Your tax roll **and new exemption applications** get sent to TrueRoll for analysis. Workflows initiated in TrueRoll get sent back to your CAMA for action.



TrueRoll receives data from your CAMA, processes and monitors new applications and existing enrollees. That data is then made available to our internal investigators (in a Full-Service audit) and your office users for review and decision making. Approvals, back assessments, notes, and workflow triggers get sent back to your CAMA in a format your IT staff can work with.

TrueRoll CAMA integration partners include but are not limited to

- ★ Tyler Technologies: IAS World, Orion, Assessment Connect
- ★ Vision CAMA
- ★ I3 Software & Services
- ★ GSA (Government Software Assurance)
- ★ Custom CAMA
- ★ Patriot Properties CAMA
- ★ Harris Govern, PACS
- ★ Devnet
- ★ MARS CAMA
- ★ SmartCAMA™ by PRAESES
- ★ Home-grown CAMA systems in Lee FL, Cook IL, King WA, etc.

TrueRoll Differentiators

Every homestead solution must have reliable data, intelligent person-parcel matching, and a straightforward way to deliver the information to your office. However, not all homestead solutions are created equal.

	Differentiator	Why it Matters	Example
Our Singular Focus on Homesteads	Typically, big data providers sell to public safety, courts, investigators, banks, and libraries. TrueRoll's sole focus is homestead exemption accuracy, which gives us unique expertise on the subject.	We've assembled data from sources relevant to exemption qualifications that our competitors don't have, like online rental histories, MLS data, military data, and address vacancies.	We allow customers to submit custom data sets like returned mail, rental registries from their taxing districts, and citizen complaint data. Each dataset enhances the dataset with local intelligence.
Proactive Monitoring	TrueRoll monitors 1000s of datasets in real-time and provides those updates seamlessly to the user so that the data is relevant at the time of review.	Real-world data is dynamic. There will be gaps in homestead compliance and lost revenue without proactive monitoring. Proactive monitoring is also an opportunity to communicate with your citizens about their changing exemption status.	A homeowner had a qualified exemption on Jan 1, 2021. They move and rent out their home in mid-2021. Now they are ineligible. TrueRoll would identify that in real-time.
Web-based	Unlike our competitor's list-based service, we deliver unqualified exemptions through an easy-to-use web-based workflow system. We also integrate with your CAMA.	A web-based application (vs a list service) provides up-to-date data, there is no way to successfully manage a dynamic tax roll without it.	When a citizen calls in to ask why their exemption was removed, customer service staff in your office can review the case history in TrueRoll and better handle the citizen information request.
Artificial Intelligence Improves Over Time	TrueRoll uses AI in the form of <i>machine learning</i> to improve its results as you use it.	TrueRoll is a time-saving tool that surfaces the parcels most likely to be unqualified to the top of your inbox, so you use your resources only on the parcels most likely to be unqualified.	In some jurisdictions, vacancy flags are more prevalent and better predictors of an unqualified exemption. In others, it's rental flags. TrueRoll learns this over time and either promotes or demotes these flags based on your jurisdiction's results.

Pricing

TrueRoll guarantees over **100% ROI each year.**

TrueRoll can often pay for itself in collected back taxes alone, but to understand the full ROI consider all of the benefits

- Collections** Back taxes collected from historically unqualified exemptions
- New Assessed Value** The annual value of future tax revenue that is added to the tax roll by removing unqualified exemptions that would otherwise have been renewed.
- Efficiency Savings** Value of staff time saved identifying and investigating properties using manual processes versus automated identification

The pricing table below describes our 3 service level offerings:

Self Service	Assisted Service	Full Service
CAMA data import	CAMA data import	CAMA data import
Effingham County Tax Assessor-specific configurations	Effingham County Tax Assessor-specific configurations	Effingham County Tax Assessor-specific configurations
TrueRoll Proactive Monitoring™ for Unqualified Exemptions, unlimited users	TrueRoll Proactive Monitoring™ for Unqualified Exemptions, unlimited users	TrueRoll Proactive Monitoring™ for Unqualified Exemptions, unlimited users
TrueRoll Customer Success Delivery Methodology™: Training, bi-weekly project meetings & quarterly updates	TrueRoll Customer Success Delivery Methodology™: Training, bi-weekly project meetings & quarterly updates	TrueRoll Customer Success Delivery Methodology™: Training, bi-weekly project meetings & quarterly updates
Unclaimed Exemption Identification	Unclaimed Exemption Identification	Unclaimed Exemption Identification
	Up to 25** Unqualified Exemption Investigation Reports per year by TrueRoll Certified Exemption Investigators	Full Audit investigative services for all ~13,300 exemptions by TrueRoll Certified Exemption Investigators
	CAMA data address cleanse for CAMA import	CAMA data address cleanse for CAMA import
		Press Kit and promotional support
\$10,900/yr	\$22,500/yr	Call for Pricing

Pricing Notes

- ★ Pricing based on ~13,300 exempt parcels monitored, discount based on 3-year contract
- ★ Pricing Expires 30 days from proposal date on cover page
- ★ ** Number of Reports for Assisted Service is based on your need - changes may update price
- ★ AppVetting (New Application Vetting Reports) may become available if CAMA vendors are willing to collaborate with TrueRoll and share information as required. To be determined.

Staff Report

Subject: Tower Space for the GA Forestry Commission

Author: Alison Bruton, PCPM & Clint Hodges, Fire Chief / EEMA Director

Department:

Meeting Date: April 16, 2024

Item Description: Renewal of Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

Summary Recommendation: Staff recommends renewal of the Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

Executive Summary/Background:

- This Lease Agreement is for tower space located at 240 Public Safety Boulevard in Guyton to allow the State Properties Commission/Georgia Forestry Commission to place radio equipment.
- The term of this agreement is July 1, 2021 through June 30, 2022 at the rate of \$1.00 per year. There is an option to renew for five (5) additional periods of one (1) year each.
- The Lease Agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Renewal of the Lease Agreement for the Radio Communications Tower located at 240 Public Safety Boulevard in Guyton with the State Properties Commission (Georgia Forestry Commission)
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

Funding Source:

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

Attachments:

1. Radio Communications Tower Lease Agreement

STATE OF GEORGIA
COUNTY OF FULTON

Lease # 7497

**RADIO COMMUNICATIONS TOWER
LEASE AGREEMENT**

This **LEASE AGREEMENT** (hereinafter "Agreement") is made and entered into this 7th day of September, 2021, by and between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord") and the **STATE PROPERTIES COMMISSION**, an entity within the executive branch of the State Government of Georgia (hereinafter "Tenant").

WHEREAS, Landlord is the owner of certain land located at **240 Public Safety Boulevard**, in **Guyton**, Effingham County, **Georgia**, **Latitude 32 16' 56.40 North, Longitude 81 21' 40.90 West** as shown on Exhibit "A", attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the "Premises"); and

WHEREAS, Landlord desires to lease to Tenant said Premises, and Tenant desires to lease the Premises on the terms and conditions stated herein; and

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

1. USE OF RADIO COMMUNICATIONS TOWER

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

2. TERM

This Agreement shall commence on the **1st day of July, 2021** (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the **30th day of June, 2022** (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

3. LANDLORD'S FAILURE TO DELIVER PREMISES

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

4. RENT

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

5. RENEWAL OPTIONS

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

6. RENEWAL RENTAL RATE

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

- a. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$1.00 per year.
- b. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) \$1.00 per year.

- c. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) \$1.00 per year.
- d. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) \$1.00 per year.
- e. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) \$1.00 per year.

7. TENANT'S RIGHT OF ACCESS

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

8. OPERATION OF EQUIPMENT

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

(“FCC”) to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant’s written notice), Landlord and Tenant hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

9. EQUIPMENT STIPULATIONS

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

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

- (1) determine the location of the Equipment,
- (2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),
- (3) require Tenant to take whatever action is necessary to eliminate objectionable interference by Tenant's Equipment with equipment or transmissions of Landlord or any other tenant of the Premises. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Landlord.

10. UTILITIES

Landlord shall provide standard utility power and back-up generator power for Tenant’s equipment under this Agreement.

11. END OF TERM

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

12. MAINTENANCE, DAMAGE OR DESTRUCTION

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property

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

13. LIABILITY

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

14. INSURANCE

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

15. LIENS

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

16. EMINENT DOMAIN

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

17. DEFAULT

The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any Rent and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and

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

18. NOTICES

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

If to Landlord: Effingham County Board of Commissioners
Attn: Stephanie D. Johnson
601 N. Laurel Street
Springfield, Georgia 31329
Telephone Number: (912) 754-2123

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

With copy to: Georgia Forestry Commission
Attn: Candice Smith
5645 Riggins Mill Road
Dry Branch, Georgia 31020
Telephone Number: (478) 751-3510

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

19. ASSIGNMENT

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises or any part thereof without prior written consent of the Landlord, which

shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

20. WAIVER

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

21. BINDING EFFECT

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

22. GEORGIA AGREEMENT

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

23. SEVERABILITY

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

24. RIDER

A Rider, identified as “EXHIBIT C,” is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

25. ENTIRE AGREEMENT

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

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

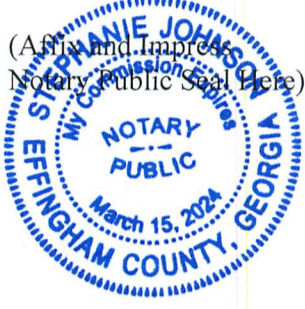
Signed, sealed and delivered as to Landlord in the presence of:

Stephanie D. Shigg
Unofficial Witness

S. Johnson
Notary Public

My Commission Expires:

(Affix and Impress Notary Public Seal Here)



LANDLORD:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

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

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

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

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress Notary Public Seal Here)

TENANT:

STATE PROPERTIES COMMISSION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the City of Birmingham, Alabama, this 15th day of August, 2011.

STATE OF ALABAMA
COUNTY OF BIRMINGHAM

By: Wesley M. Corbett
Chairman

By: Stephanie Johnson
Notary Public



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the City of Birmingham, Alabama, this 15th day of August, 2011.

By: _____
Notary Public

By: _____
Notary Public

EXHIBIT A

[Radio Communication Tower Location to Be Attached]

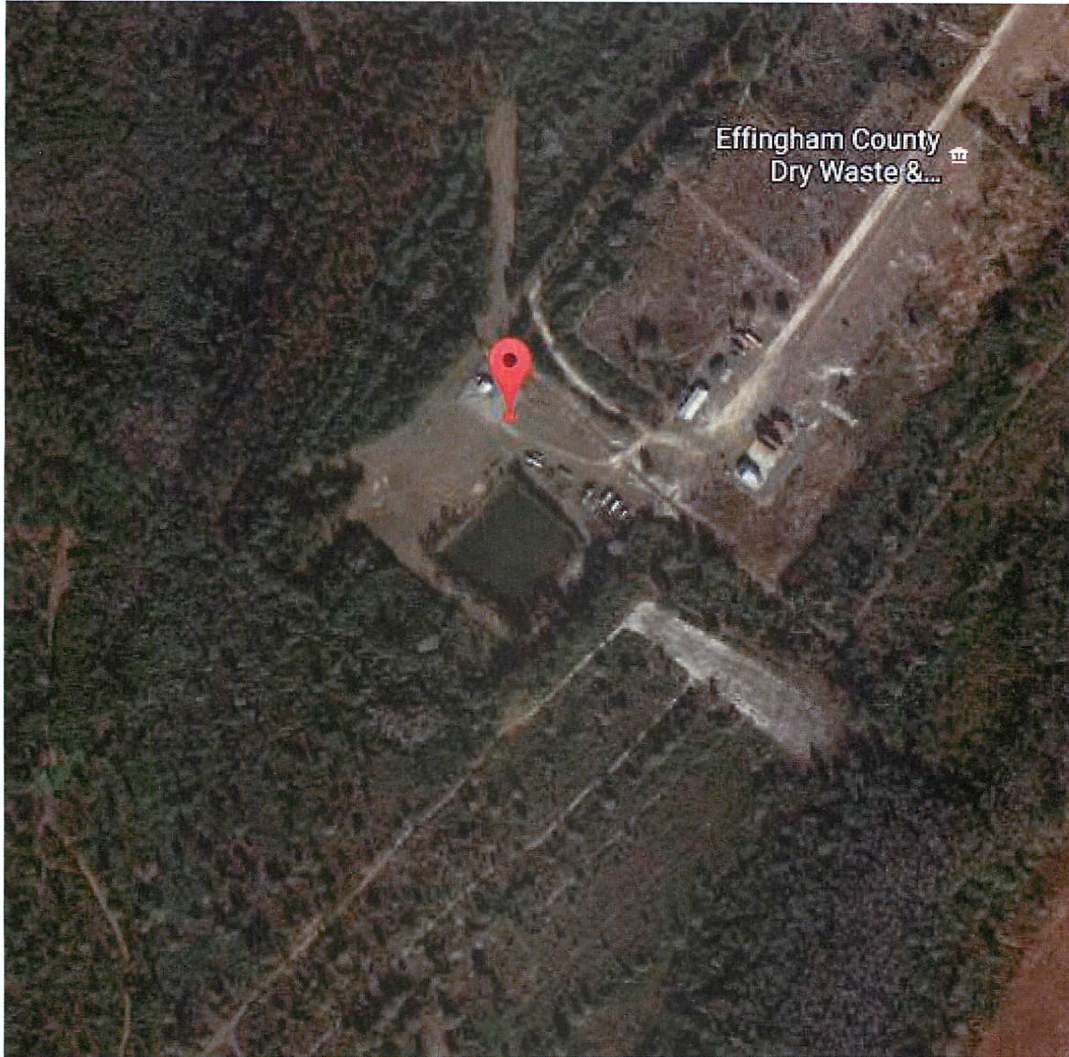


EXHIBIT B

[Inventory of Equipment]

1. One (1) Repeater

EXHIBIT C**RIDER**

This Rider shall be a part of the foregoing Lease Agreement (the “Agreement”) by and between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** as “Landlord,” and the **STATE PROPERTIES COMMISSION** as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from **July 1, 2018** through the Commencement Date of this Agreement (the “At-Will Period”):

1. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
 - a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
 - b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.

Staff Report

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

Author: Tim Callanan, County Manager

Department: County Manager

Meeting Date: April 16, 2024

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

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

Executive Summary/Background:

- The Honey Ridge Estates HOA requested the replacement of 13 stop signs within their subdivision.
- The Honey Ridge Estates HOA desires to use custom signposts for traffic signs located within its subdivision.
- The Honey Ridge Estates HOA will assume all costs associated with the installation, maintenance, and any liability that may arise from the use of the custom traffic signposts.
- The County will only be responsible for attaching the traffic sign and/or stop sign to the custom traffic signpost.
- The lease agreement was prepared by the County Attorney.

Alternatives for Commission to Consider:

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

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

Other Alternatives: 2 or 3

Department Review: County Manager, County Attorney

Funding Source: Public Works Operating Supplies

Attachments:

1. Custom Traffic Signpost Agreement
2. Letter of intent with the location of stop sign replacements

CUSTOM TRAFFIC SIGNPOST AGREEMENT

This Custom Traffic Signpost Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Honey Ridge Estates Homeowner's Association, Inc. (hereinafter referred to as "Honey Ridge HOA") and Effingham County Board of Commissioners (hereinafter referred to as "County").

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

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

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

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

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

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

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

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

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

Board of Commissioners of Effingham County, Georgia

Wesley Corbitt, Chairman

ATTEST:

Stephanie Johnson, County Clerk

Date:_____

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

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

Board of Commissioners of Effingham County, Georgia

Wesley Corbitt, Chairman

ATTEST:

Stephanie Johnson, County Clerk

Date:_____

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

Honey Ridge Estates Home Owner's Association, Inc.

By: _____

Its: _____

Attest:

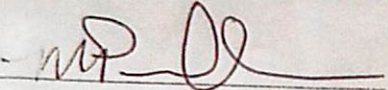
By: _____

Its: _____

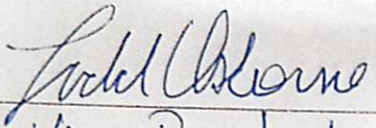
Date: _____

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

Honey Ridge Estates Home Owner's Association, Inc.

By: 

Its: Magdalena Prilliman

Attest: 

By: Todd Osborne

Its: Vice-President

Date: 3-19-2024



Effingham County Board of Commissioners

FORREST FLOYD
District 1

ROGER BURDETTE
Vice-Chairman District 2

JAMIE DELOACH
District 3

REGINALD S. LOPER, SR.
District 4

PHIL KIEFFER
District 5

February 20, 2024

Honey Ridge Estates HOA
Attn: Maggie Prilliman, President
507 Braves Field Dr
Guyton, GA 31312

Sent Via Email to: wolfdreamer464@yahoo.com

RE: Replacement Stop Signs for Honey Ridge Estates

Dear Ms Prilliman,

Effingham County Board of Commissioners is in receipt of your request for 13 replacement stop signs at the following intersections within Honey Ridge Estates:

1. Stadium Dr. at Honey Ridge Rd.
2. Stadium Dr. at Braves Field Dr.
3. Flat Bush Dr. at Stadium Dr.
4. Flat Bush Dr. at Braves Field Dr.
5. Braves Field Dr. at Flat Bush Dr.
6. Braves Field Dr. at Stadium Dr.
7. Wrigley Field Dr. at Flat Bush Dr.
8. Wrigley Field Dr. at Braves Field Dr.
9. Ebbets Field at Wrigley Field Dr.
10. Ebbets Field at Stadium Dr.
11. Cooperstown Dr. at Wrigley Field Dr.
12. Cooperstown Dr. at Stadium Dr.
13. Camden Yard Ct. at Stadium Dr.

Please be advised that Effingham County Board of Commissioners will install the replacement stop signs but will not install new decorative posts within Honey Ridge Estates. Please be fully aware that the County will not be held liable for any damages and/or issues arising before or after installation of the stop signs. Also, please be advised that the County will not maintain any decorative posts. If any decorative posts are damaged to where they will not accept a replacement sign, then the County will replace with our standard U-channel posts. If Honey Ridge Estates HOA prefers the decorative posts, they will purchase and install at their own accord.

Effingham County Board of Commissioners

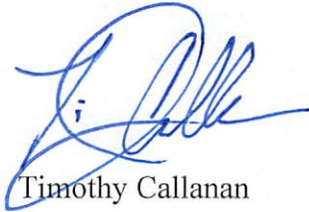
Please review these terms with your HOA board along with the enclosed agreement and if in acceptance with these terms, please sign the enclosed agreement and have your signature witnessed. If the HOA is not in acceptance with these terms, please respond in writing.

Once we receive the signed agreement, it will be placed on the agenda for the next Board of Commissioners meeting for approval. Upon signature of the Chairman, a work order will be placed for ordering and installation of the stop signs.

On another note, we reached out to GDOT (Georgia Department of Transportation) regarding the line of sight concerns at the intersection of Honey Ridge Road and State Highway 119. GDOT will be looking into this issue for improvement.

If you have any questions or comments, please do not hesitate to reach out to myself or my assistant.

Sincerely,



Timothy Callanan
County Manager

TC/myt

Enclosure: Custom Traffic Signpost Agreement

cc: Lee Newberry, County Attorney
Kristen Achtziger, EOM
File

Staff Report

Subject: Region IX EMS Council Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 04/16/2024
Item Description: Consideration to approve to appoint Roxanne Rigsby to the Region IX EMS Council

Summary Recommendation:

Staff recommends approval of the request.

Executive Summary:

Effingham County has exceeded 70,000 population and is now eligible for two seats on the EMS Council. Wanda McDuffie currently serves on the board and has requested that Roxanne Rigsby be appointed to the second seat. Ms. Risby is a long time EMS employee. The term of office is four years.

Background:

This council functions under the authority of the Georgia Department of Human Resources and the Official Code of Georgia Annotated Section 31-11-3, consisting of 24 counties comprising EMS Region IX.

Alternatives for Commission to Consider:

1. Approve to appoint Roxanne Rigsby to the Region IX EMS Council.
2. Do not appoint Roxanne Rigsby to the Region IX EMS Council and consider another individual for appointment.

Recommended Alternative: Staff recommends Alternative 1

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

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

Attachments: N/A

Staff Report

Subject: GEMA Local Emergency Management Performance Grants Program (EMPG)

Author: Kathy Candler, Grants Coordinator

Department: Finance Department, Effingham EMA

Meeting Date: 4/16/2024

Item Description: Consideration to submit a grant application to GEMA Local Emergency Management Performance Grants (EMPG) Program.

Summary Recommendation:

Staff requests approval to submit a grant application to the Georgia Local Emergency Management Performance Grants (EMPG) Program.

Executive Summary:

GEMA/HS EMPG provides locally qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities, and exercise and training. An all-hazards approach in developing a comprehensive planning, training, and exercises program provides an effective and consistent response and recovery to disasters or emergencies, regardless of the cause. Effingham County receives this grant each year. The new application will include equipment purchases for the Effingham County Emergency Management Agency (EMA) as per the following:

Item	GEMA	EC Match	Total
ALWELD 1870VV BAY	\$8,286.00	\$8,286.00	\$16,572.00
90ELPT MERCURY	\$5,542.50	\$5,542.50	\$11,085.00
ALUM TRAILER	\$1,777.50	\$1,777.50	\$3,555.00
Grand Total	\$15,606.00	\$15,606.00	\$31,212.00

Background:

1. EMA receives the same amount each year, \$15,675.00.
2. There is a 50% cost share requirement.

Alternatives for Commission to Consider:

1. Approve the submittal of a grant application to the GEMA EMPG Program.
2. Disapprove submitting a grant application to the GEMA EMPG Program.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve submitting a grant application to the GEMA EMPG Program.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, Effingham EMA

Funding Source:

Cost share requirement of \$15,675.00

Attachments:

Effingham EMA Equipment Quotes

Status: Quote
 Invoice Date:
 Print Date: 4/3/2024

Bulloch Marine
 13573 Ga Highway 67
 Statesboro GA, 30458
 912-839-3289
 bullochmarine@gmail.com
 www.bullochmarine.com

Quote #: 58098

Item IX. 6.



BILLING ADDRESS
DUSTIN HUTTO 1171 HWY 119 N SPRINGFIELD, GA 31329 United States (912) 531-0185

SHIP ADDRESS
DUSTIN HUTTO 1171 HWY 119 N SPRINGFIELD, GA 31329 United States (912) 531-0185

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
105 - CHRIS TURNER	COD	NT		Regular or Over the Counter	8/15/2023

Req	OEM Code	Item No.	Item Description	Bin Location	Sell	Your Price	Amount
1.00			ALWELD 1870VV BAY		16,572.00	16,572.00	16,572.00
1.00			90ELPT MERCURY		11,085.00	11,085.00	11,085.00
1.00			ALUM TRAILER		3,555.00	3,555.00	3,555.00
1.00			ALUM PROP		300.00	300.00	300.00
1.00	INTERSTATE	24M-HD	12 VOLT MARINE BATTERY	DISP	131.95	131.95	131.95
1.00	LNS	50-22060	STANDARD BATTERY BOX #24	GOND-1	15.39	15.39	15.39
1.00	MISC	BMS4	BULLOCH MARINE STRAP 4'	DISP	40.00	40.00	40.00
1.00	MERCURY	8M4507538	RC SGL OB TRIM	508	499.37	499.37	499.37
1.00	MERCURY	896537K15	HARNES/KEY SWTCH	487	313.10	313.10	313.10
2.00	MERCURY	8M0082537	CABLE T/S G2 14FT	517	65.03	65.03	130.06
1.00		PREP	DEALER PREP		100.00	100.00	100.00
8.00		RL	GENERAL LABOR/SETUP		125.00	125.00	1,000.00

Tax Authority Code	
GA	0.0000
NT	0.0000

Total Invoice	
Items:	1,129.87
Fees:	0.00
Labor:	1,100.00
Kits:	0.00
Units:	0.00
Misc:	31,512.00
Subtotal:	33,741.87
Ship by UPS	0.00
Sales Tax:	0.00
Total Due:	33,741.87
Total Paid:	0.00
Balance Due:	33,741.87

Tracking No.

Invoice Payments	Type	Amount	Date
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THANK YOU FOR YOUR BUSINESS

NO RETURNS ON ELECTRICAL PARTS!!
 All returns are subject to a 20% restock fee.
 No returns without receipt.
 No returns after 14 days.
 No returns on special orders or close out items.

Staff Report

Subject: Approval of Easement Agreement between Effingham County Board of Commissioners and Georgia Power Company for Parcel ID 03310022A00 located at Old River Road, Meldrim, Georgia

Author: Tim Callanan, County Manager

Department: County Manager

Meeting Date: April 16, 2024

Item Description: Easement Agreement between Effingham County Board of Commissioners and Georgia Power Company for Parcel ID 03310022A00 located at Old River Road, Meldrim, Georgia

Summary Recommendation: Staff recommends approval of the Easement Agreement between Effingham County Board of Commissioners and Georgia Power Company for Parcel ID 03310022A00 located at Old River Road, Meldrim, Georgia.

Executive Summary/Background:

- Georgia Power has submitted an Easement agreement for a tract of land owned by the Effingham County Board of Commissioners, Tax Parcel ID 03310022A00, located at Old River Road, Meldrim, Georgia in the 1559th GMD (Georgia Militia District) of Effingham County, Georgia of approximately 0.18 acres.
- Georgia Power refers to this as project name Little Ogeechee – Meldrim 230KV (Black) Transmission Line Loop to Newton Road 230 KV Substation.
- Georgia Power requests the right to construct, operate, maintain, repair, renew and rebuild overhead and underground facilities upon or under the Easement area including the right to ingress and egress over the property to and from the Easement area and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now or hereafter placed on the Easement area.
- Georgia Power has evaluated the value of the easement area and, based on that evaluation, is offering \$5,940.00 for 0.18 acres of Easement Area.
- The lease agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider:

1. Approve the Easement Agreement between Effingham County Board of Commissioners and Georgia Power Company for Parcel ID 03310022A00 located at Old River Road, Meldrim, Georgia.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative number 1

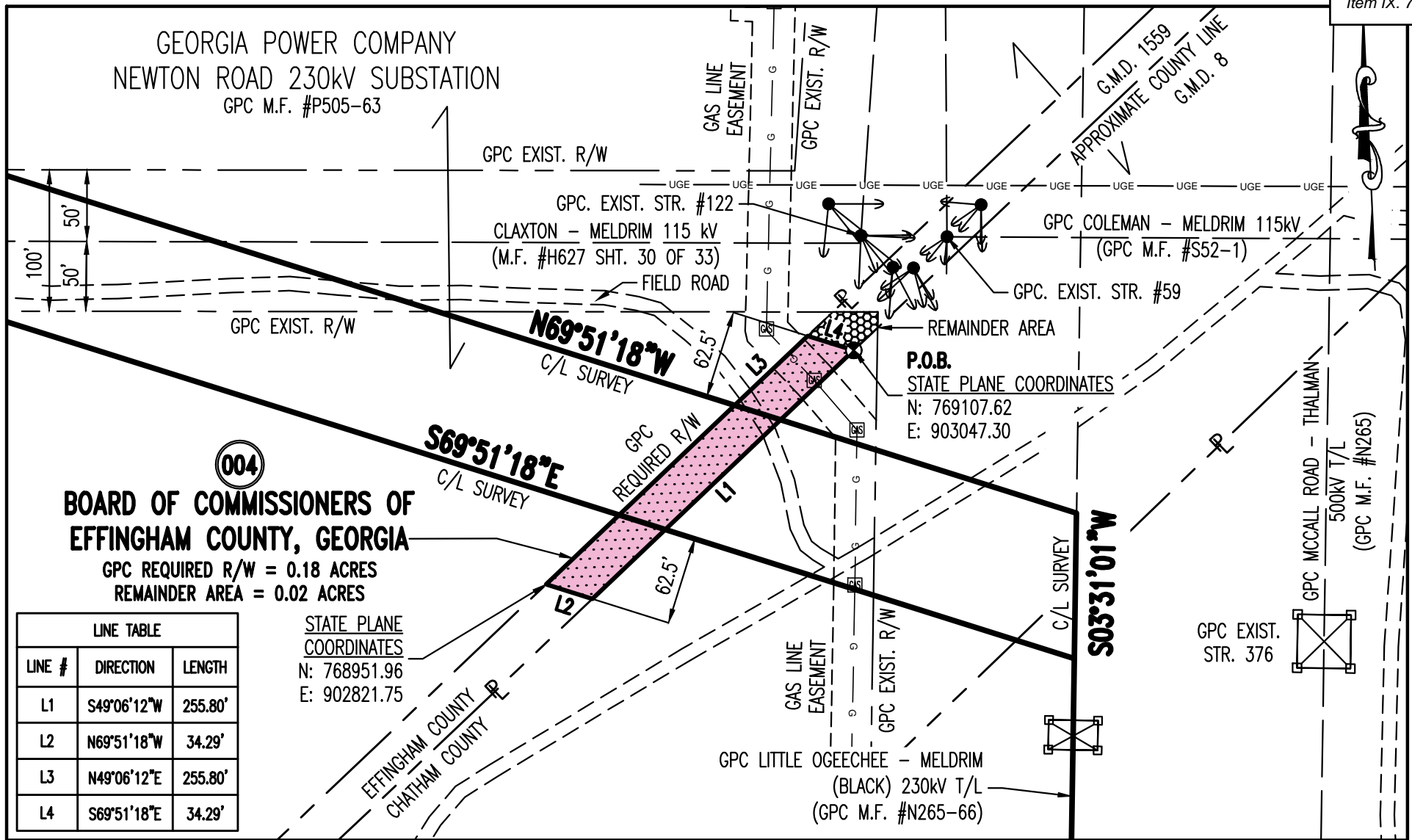
Other Alternatives: 2 or 3

Department Review: County Manager, County Attorney

Funding Source: N/A

Attachments:

1. Easement Request/Offer Letter from Georgia Power
2. Easement Agreement
3. Exhibit A – Easement Area



**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**
 GPC REQUIRED R/W = 0.18 ACRES
 REMAINDER AREA = 0.02 ACRES

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S49°06'12"W	255.80'
L2	N69°51'18"W	34.29'
L3	N49°06'12"E	255.80'
L4	S69°51'18"E	34.29'

STATE PLANE
COORDINATES
 N: 768951.96
 E: 902821.75

P.O.B.
STATE PLANE COORDINATES
 N: 769107.62
 E: 903047.30

REFERENCE: GPC M.F. #P505-80, SHT. 21 OF 21

GEORGIA POWER COMPANY - LAND ENGINEERING

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE EAST ZONE

SYMBOL LEGEND

- IRON PIN SET
- EXISTING POLE
- ⊙ IRON PIN FOUND
- ⊗ POINT OF BEGINNING (POB)
- ⊠ ROW MARKER
- POC= POINT OF COMMENCEMENT
- ▨ GPC R/W MONUMENT
- ▨ GPC REQUIRED R/W
- ▨ QUITCLAIMED R/W
- ⊗ REMAINDER AREA

PARCEL No. 004

**LITTLE OGEECHEE - MELDRIM
230kV TRANSMISSION LINE**
 CROSSING THE PROPERTY OF
**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**
 G.M.D. 1559, EFFINGHAM COUNTY, GEORGIA

DATE: 03/21/2024
 SCALE: 1" = 100'
 DRAWN BY: SNA/DAR

EXHIBIT A
 SHT 01 OF 01

April 2, 2024

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

RE:Project Name: Little Ogeechee - Meldrim 230 kV (Black) Transmission Line, (the "Project")
Georgia Power Company LIMS Project 2023070114 - Parcel 004
Property Location: Old River Road, Meldrim, GA 31318

Dear Ms. Marie,

As you know from our previous discussions, Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "**Easement**").

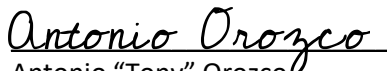
Georgia Power has evaluated the value of the easement area and, based on that evaluation, is offering **\$5,940.00** upon receipt of the Easement that has been signed by you and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	7.42 acres
b. Easement Area	0.18 acres
c. Price per Acre	\$110,000.00
d. Easement Rights Factor	30.00 %
e. Total Assessed Value	\$5,940.00

I will continue to be available to answer any questions you may have concerning the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 912-515-6553 or email me at aaorozco@southernco.com.

Best regards,


Antonio "Tony" Orozco
Land Agent

Enclosures

 PARCEL 004 NAME OF LITTLE OGEECHEE - MELDRIM 230 KV (BLACK)
 LINE/PROJECT: TRANSMISSION LINE
 LOOP TO NEWTON ROAD 230 KV SUBSTATION

obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejection or other means, to prevent the construction, or after erection thereof to cause the removal, of

PARCEL 004	NAME OF	LITTLE OGEECHEE - MELDRIM 230 KV (BLACK)
	LINE/PROJECT:	TRANSMISSION LINE
		LOOP TO NEWTON ROAD 230 KV SUBSTATION

any building or other structure(s) located on the Easement Area (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

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

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

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

Staff Report

Subject: Approval of Lease Between Effingham County Board of Commissioners and the Department of Natural Resources for Boating Access and the Boat Ramp Operation And Maintenance Agreement Resolution for Tuckasee King Boat Ramp

Author: Tim Callanan, County Manager

Department: County Manager

Meeting Date: April 16, 2024

Item Description: Lease between Effingham County Board of Commissioners and the Department of Natural Resources for Boating Access and the Boat Ramp Operation and Maintenance Agreement Resolution for Tuckasee King Boat Ramp.

Summary Recommendation: Staff is recommending approval of the lease between Effingham County Board of Commissioners and the Department of Natural Resources for Boating Access and the Boat Ramp Operation and Maintenance Agreement Resolution for Tuckasee King Boat Ramp.

Executive Summary/Background: ECBOC and DNR have a 25-year lease agreement on the Tuckasee King boat ramp that expires in May 2024. DNR has submitted a new 25-year lease agreement and resolution for approval. DNR desires to continue the lease to construct, operate, and maintain a boat launching ramp and access area for the use of the general public. They desire to cooperate with ECBOC in its effort to provide recreational opportunities. The leasehold shall commence on the date of the agreement and expire on the 25th-anniversary date. The lease agreement and resolution have been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider:

1. Approve the Lease between Effingham County Board of Commissioners and the Department of Natural Resources for Boating Access and the Boat Ramp Operation and Maintenance Agreement Resolution for Tuckasee King Boat Ramp.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative number 1 - Approve the Lease between Effingham County Board of Commissioners and the Department of Natural Resources for Boating Access and the Boat Ramp Operation and Maintenance Agreement Resolution for Tuckasee King Boat Ramp.

Other Alternatives: 2 or 3

Department Review: County Manager, County Attorney

Funding Source: N/A

Attachments:

1. Lease to Department of Natural Resources For Boating Access
2. Boat Ramp Operation and Maintenance Agreement Resolution
3. Exhibit A – Legal Description
4. Exhibit B – Surveyed Property Plat

When recorded, return to:

GA DNR Real Estate Office

2 MLK, Jr. Drive, SE, Suite 1352 East

Atlanta, Georgia 30334-9000

STATE OF GEORGIA

COUNTY OF FULTON

LEASE
TO DEPARTMENT OF NATURAL RESOURCES
FOR BOATING ACCESS

THIS INDENTURE, entitled "Lease To Department of Natural Resources For Boat Ramp Construction", (hereinafter "Lease"), is made and entered into this _____ day of _____, 20___, by and between **Effingham County Georgia**, (hereinafter referred to as "LESSOR"), whose address is **804 S Laurel Street, Springfield Georgia 31329** and the **DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as "LESSEE" or "DEPARTMENT"), acting for the State of Georgia, whose address for the purpose of this Lease is **Suite 1252 East Tower, 2 Martin Luther King, Jr. Drive, S. E., Atlanta, Georgia 30334-9000.**

WITNESSETH:

WHEREAS, there is a demonstrated interest and need for public access to streams and impoundments within the State of Georgia for water related recreational purposes; and

WHEREAS, LESSEE desires to lease a parcel of land to construct, operate and maintain a boat launching ramp and access area for the use of the general public on a portion of LESSOR'S property; and

WHEREAS, under O.C.G.A. §§ 12-3-5 (c) and (e), and O.C.G.A. §§ 50-16-38 (a)(2), LESSEE is authorized to lease land for such purposes; and

WHEREAS, this lease is subject to approval by the Board of the Department of Natural Resources; and

WHEREAS, LESSOR desires to cooperate with the DEPARTMENT in its efforts to provide recreational opportunities for the people of Georgia by granting to the DEPARTMENT a lease on a parcel of LESSOR'S property for the above-stated purposes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of the mutual benefits flowing between the parties hereto, whose receipt and sufficiency are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

1.

PREMISES

LESSOR hereby grants, demises and leases to LESSEE the premises described on EXHIBIT "A" and shown on plat of survey marked EXHIBIT "B" (hereinafter referred to as the "premises"), which are attached hereto and incorporated herein by reference.

2.

TERM

The leasehold shall have a term commencing at 6:00 P.M. EST, on the date first above written and expiring at 8:00 A.M. EST, on the twenty-fifth (25th) anniversary date of the date first above written.

3.

RENT OR FEES

LESSEE shall pay no rent or further consideration beyond the initial consideration, whose receipt and sufficiency are acknowledged by LESSOR.

LESSOR and the LESSEE hereto do mutually covenant and agree that the herein referenced boat ramp, parking area and any other facilities constructed or placed upon the

Premises shall be operated and maintained for the recreational pleasure of the general public without charge.

4.

COVENANT OF QUIET ENJOYMENT

LESSOR promises and warrants that LESSEE may peaceably hold and enjoy the premises during the full term of the leasehold herein granted. The use of the premises shall not endanger health or create a nuisance, and LESSEE shall take all reasonable precautions to assure that construction, use, operation and maintenance of the premises and structure or facilities on the premises will be such that the scenic, recreational and environmental values of the project will be protected and LESSEE's use of the waters of the project shall be nonexclusive.

5.

IMPROVEMENTS

LESSEE may further improve the premises with removable buildings, boat ramps, courtesy docks, canoe steps, signs and other structures and may construct roads and trails. LESSEE shall erect a sign on the premises which acknowledges the Federal Aid in Sport Fish Restoration Program and the LESSEE. LESSEE may also construct a fence anywhere within the premises in its sole discretion. LESSEE shall comply with all applicable laws relating to its use of the premises, including, but not limited to, the jurisdiction of the U.S. Army, Corps of Engineers, and State and Federal Environmental Protection Agencies. Any improvements placed upon the premises shall be and remain personal property of LESSEE, and except for the ramp Improvements, LESSEE may remove any of its improvements and other property from the premises anytime during the term of the leasehold and, if the leasehold shall be terminated prior to its natural expiration, for a reasonable time following such termination. LESSEE shall have reasonable access to the premises for the purpose of any such removal following early termination.

LESSOR shall not make any improvements to the premises, including but not limited to the placement of signs or trash receptacles, without prior written authorization from the LESSEE.

Authorized improvements to the premises by the LESSOR shall be and remain personal property of the LESSOR.

6.

CARE AND OPERATION OF THE PREMISES

LESSEE accepts the premises in their present condition as suited for the use intended by LESSEE.

LESSEE, only to the extent that it maintains similar facilities throughout the State of Georgia and to the extent that LESSEE, as determined solely by LESSEE, has the funds to do so, shall maintain that portion of the premises in good order and repair for the term of the leasehold herein granted except as otherwise provided herein.

LESSEE shall be responsible for any needed repairs to the boat ramp and signs,

LESSEE shall periodically inspect the facility to ensure compliance with Federal funding rules and regulations.

LESSOR agrees to provide for periodic inspection, trash and litter removal, parking area grading, and other routine maintenance, as needed, which enhances the appearance or usefulness of, or local pride in the premises such as grass cutting and removal of silt from the boat ramp.

LESSOR shall provide and suitably maintain an all-weather public access road to the premises and place and maintain boundary markers on the premises.

7.

CLOSURE OF PREMISES

Except under hazardous conditions or emergency, the LESSOR shall not close the premises without written authorization from the LESSEE. In the event of hazardous conditions or emergency the LESSOR shall notify the LESSEE of the closure, expected duration and reopening of the premises as soon as practical.

8.

DEFAULT BY LESSEE

Before LESSOR may assert any remedy for the alleged breach or default in any term of this Lease, LESSOR shall give LESSEE specific, written notice of the alleged default or breach. Upon such written notice of default, LESSEE shall have sixty (60) days within which to cure the alleged breach or default or to dispute LESSOR's assertion of breach or default.

9.

LESSOR'S AND LESSEE'S LIABILITY FOR LOSS

Nothing in this lease is intended to diminish any protection afforded either the LESSOR or the LESSEE by the provision of the Georgia Recreational Properties Act (OCGA 51-3-20 through 51-3-26). LESSEE's liability in tort is further governed by the Georgia Tort Claims Act, OCGA Title 50, Chapter 21, Article 2, as now existing or hereafter amended or repealed. No subrogation against LESSEE shall be permitted by any insurance otherwise obtained by LESSOR.

10.

TERMINATION

LESSOR may terminate this Lease upon ninety (90) days written notice to LESSEE upon the occurrence of the following:

The LESSEE allowing use of the property to create a condition constituting a public nuisance or a hazard to the safety and health of the public. Should LESSOR believe that LESSEE has allowed the property to be used in such a way as to create a condition constituting a public nuisance or hazard to the safety and health of the public, LESSOR shall give notice to LESSEE of LESSOR's determination, which notice shall contain the facts upon which LESSOR has relied in reaching its determination. LESSEE shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of actual receipt of the notice in which to challenge LESSOR's determination or to correct the condition of which it was apprised in LESSOR's notice.

LESSEE may terminate this Lease upon ninety (90) days written notice to LESSOR upon the occurrence of the following:

LESSEE has cause to believe the LESSOR does not hold clear title of ownership, or any other defect of legal interest, to the premises. LESSOR shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of LESSOR's receipt of notice in which to challenge LESSEE's determination and to correct the condition appraised in the LESSEE's notice.

11.

ASSIGNMENT

LESSEE may not assign any right, title or interest it has under this Lease without consent to LESSOR except to an officer or agency, department, instrumentality or public corporation of the State of Georgia for public purposes.

12.

TIME OF ESSENCE

Time is of the essence in this Lease.

13.

TAXES

LESSOR acknowledges that the execution of this Lease does not confer any tax-exempt status upon LESSOR or LESSOR'S reversionary interest in the premises during the term of the leasehold.

14.

NOTICES

Any notice, statement, request, or authorization (hereinafter simply referred to as "notice") given, or required to be given, hereunder by either party to or from the other shall be in writing and shall be sent by United States Certified Mail, postage prepaid, marked "show to whom, date & address of delivery", to the party to be notified at such party's address as hereinabove set forth. The day upon which any such notice is so mailed shall be the date of service. Each party may from

time to time, by notice to the other, designate a different address to which notices hereunder shall be sent. Any notice reasonably calculated to apprise the party so notified of the circumstances involved shall be deemed sufficient under this Lease.

15.

CONTINUITY

Each provision of this Agreement shall apply to, be binding upon, enforceable against and inure to the benefit or detriment of all the parties hereto and to their respective successors and assigns. Whenever a reference to a part hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

16.

NO WAIVER

No failure of any party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other to their obligations hereunder, and no custom or practice of any of the parties hereto in variance with the provisions hereof, shall constitute a waiver of any party's right to demand exact compliance with provisions hereof.

17.

CUMULATIVE, NOT RESTRICTIVE

All rights, powers and privileges conferred in this Agreement upon all of the parties hereto shall be cumulative of, but not restrictive to, those given by law.

18.

CAPTIONS

The caption of each numbered provision hereof is for the purpose of identification and convenience only and shall be completely disregarded in construing this Agreement.

19.

INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the provisions hereof

shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who herself, himself, or itself, or through her, his, or its agent, prepared the same, it being agreed that the agents and counsel of all parties hereto have participated in the preparation hereof.

20.

ENTIRE AGREEMENT

This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters provided for herein and constitutes the full, sole, complete and entire agreement among them with respect hereto. No agent, employee, officer or representative of or attorney for either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, amending, adding to, or changing the provisions of this Lease. No modification, amendment or change of, to or in this Agreement shall be binding on either party unless such modification, amendment or change shall be in writing, executed by both parties and by reference incorporated in and made a part of this Lease.

21.

LEASE EFFECTIVE

This Agreement shall become effective upon its due execution.

IN WITNESS WHEREOF, all the parties hereto have caused this Agreement to be executed in their names as of the date hereof.

Signed and sealed

LESSOR: _____

as to **LESSOR**

in the presence of :

By: _____

Witness

Name: _____

Title: _____

Notary Public, State of Georgia

Date Notarized: _____

My Commission Expires:

(NOTARY PUBLIC SEAL)

Signed and Sealed

**LESSEE: DEPARTMENT OF NATURAL
RESOURCES**

as to **LESSEE**

in the presence of:

By: _____

Witness

Walter Rabon

Commissioner

Notary Public, State of Georgia

My Commission Expires:

(NOTARY PUBLIC SEAL)

RESOLUTION

WHEREAS, the Board of Commissioners of **Effingham County, Georgia** have considered an agreement for the operation and maintenance of a boat ramp to be constructed by the Department of Natural Resources.

WHEREAS, such facilities are necessary to provide adequately for the public welfare and recreation;

IT IS HEREBY RESOLVED by the Commission Members that the proposed Agreement captioned "Boat Ramp Operation and Maintenance Agreement" be and the same is hereby approved and the Chairman is herewith authorized to execute, on behalf of **Effingham County, Georgia** and the Board of Commissioners, referenced contract and any other related documents or papers necessary to secure such boat ramp facilities as provided therein.

This ____ day of _____, 20____.

ATTEST:

County Commission Chairman

Clerk of Commission
(SEAL)

Commissioner

Commissioner

Commissioner

Commissioner

FEDERAL ID # _____

CERTIFICATION

I do hereby certify the above is a true and correct copy of the Resolution duly adopted by the Commissioners on the date so stated in said Resolution.

I further certify that I am the CLERK OF THE COMMISSION and that said Resolution had been duly entered in the official records of said Board and remains in full force and effect this ____ day of _____, 20____.

Signature

Staff Report

Subject: Approval of the Solid Waste Management Plan as completed by Alliance Consulting Engineers (postponed from the April 2, 2024 BOC meeting)

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Solid Waste

Meeting Date: April 16, 2024

Item Description: Solid Waste Management Plan

Summary Recommendation: Staff recommends Approval of the Solid Waste Management Plan as completed by Alliance Consulting Engineers

Executive Summary/Background:

- The Solid Waste Management Plan was prepared through an active effort between Effingham County, City of Guyton, Rincon, and Springfield staff, and Alliance Consulting Engineers.
- As required by the Solid Waste Management Act, the plan addresses the following core elements: waste disposal stream analysis, waste reduction, collection, disposal, land limitation, education and public involvement, and an implementation schedule. The Plan will specifically address:
 1. An adequate collection and disposal capacity;
 2. Enumerate the solid waste handling facilities as to size and type; and
 3. Identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors.

Alternatives for Commission to Consider

1. Approval of the Solid Waste Management Plan as completed by Alliance Consulting Engineers
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Engineer

Funding Source:

Attachments: Solid Waste Management Plan

Staff Report**Public Hearing**

Subject: Intent to Abandon County Road Right-of-Way – a portion of Otis Seckinger Road
Author: Stephen Candler, Director of Development Services
Meeting Date: April 16, 2024

Item Description: Announcement and first public hearing for the abandonment of a portion of Otis Seckinger Road.

Summary Recommendation

The adjacent property owner, MS2 Farms LLC, has requested the County to consider the permanent abandonment of Right-of-Way and maintenance of the section of Otis Seckinger Road on his property PIN 415-30. While this section of the road serves multiple properties, the closure would not prohibit public access to other properties nor impact emergency response.

Executive Summary/Background

- Fire, Sherriff, and EMS have been requested to review the request to determine if services will be negatively impacted. Concurrence will be received before the May public hearing.
- The public notice of the closure begins on April 16, 2024, and continues for one (1) month.
- Notice was put in the Newspaper and notice sent out to adjacent property owners.
- A second public hearing and vote will occur on May 7, 2024, at the regularly scheduled meeting of the Board of Commissioners.

Alternatives

1. **Approve** the posting of the intent to abandon the portion of Otis Seckinger Road and begin a public comment period.
2. **Deny** the posting of the intent to abandon the portion of Otis Seckinger Road and begin a public comment period.
3. **Recommended Alternative: 1** **Other Alternatives: N/A**

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Aerial photograph

Effingham County GIS Interactive

https://effinghamcounty.maps.arcgis.com/apps/instant/media/index.html?appid=b7fb6067b5be476183e7c2a988f3e484

Effingham County GIS Interactive Map

Portion of Otis Seckinger Roadway requested to be abandoned.

Effingham Parkway - (Under Construction)

Blue Jay Road

Proposed Cul-de-sac location.

Portion of Otis Seckinger Roadway to remain.

Hodgeville Road

500 ft

Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA | Effingham County BOC

Powered by Esri

Staff Report

Subject: Ordinance Revision

Author: Steve Candler

Department: Development Services

Date: April 16, 2024

Item Description: Consideration of an **amendment** to the Code of Ordinances **Part II, Article VI, 6.2 Yards**

Summary Recommendation

The county has a section of **Article VI 6.2** in the zoning ordinance that deals with fences, patios and accessory structures. We are requesting a few amendments to the Article to conform with the practices that are currently taking place in the field. The county has always allowed fences to be built one foot from the property line. So, our recommended amendment is to conform to our Practice.

We have always allowed two accessory structures in R residential districts; we are just clarifying that a detached a garage is one of the two structures. This does NOT pertain to AR-1 or AR-2.

Executive Summary/Background

Development Services is recommending the following changes:

~~Strike though is a deletion:~~

Red shading is an addition.

- **ARTICLE VI. - EXCEPTIONS AND MODIFICATIONS**

- **6.1 - Existing lots of record.**

- Any lot of record existing at the effective date of this ordinance in any AR-1, AR-2, or R district may be used for the erection of a single-family dwelling, even though its area and width is less than the minimum requirements set forth herein, except as set forth hereafter.

- *6.1.1 Conformity.* Front, side, and rear yards shall conform with the requirements of this ordinance as closely as possible.

- *6.1.2 Recombination.* Where two adjacent lots of record with less than the required area and width are held by one owner, the request for a permit shall be referred to the zoning administrator which may require that the two lots be combined and used for one main building.

- **6.2 - Yards.**

- *6.2.1 Front yards of through lots.* In any R district where a lot runs through a block from street to street, a front yard **setback**, as required by this ordinance, shall be provided along each street lot line.

- *6.2.2 Projections into yards and courts.* A wall or fence six feet in height or under, or higher if a retaining wall, may be erected within the limits of any yard ~~not extending beyond the front setback line.~~ **a minimum of one foot from the property line.** Any wall or fence in the front yard, not including a retaining wall, shall be limited to 48 inches in height.

- Patios must meet all setback requirements except for rear yards ~~which~~ **where the patio** must be a minimum of five feet from a property line.

- Architectural projects. Chimneys, leaders, cornices, eaves, shutters, and bay windows, and the like may extend not more than 24 inches into any required yard.

- *6.2.3 Accessory structures.* An accessory structure less than ten feet from a principal structure must be connected thereto by a breezeway or similar structure and will be considered as a component of the principal structure and comply with all yard setbacks for a principal structure.

- No more than two accessory structures are allowed on one lot in any R or PD-R district, ~~including a private garage.~~ **With a detached garage counting as one structure.**

- (Ord. of 8-6-13; Ord. of [9-15-20](#).)

Alternatives

Approve an amendment to the Code of Ordinances **Part II Article VI, 6.2 Yards.**

Deny an amendment to the Code of Ordinances **Part II Article VI, 6.2 Yards.**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: N/A

6.2 Yards.

6.2.1 Front yards of through lots. In any R district where a lot runs through a block from street to street, a front yard as required by this ordinance shall be provided along each street lot line.

6.2.2 Projections into yards and courts. A wall or fence six feet in height or under, or higher if a retaining wall, may be erected within the limits of any yard not extending beyond the front setback line. Any wall or fence in the front yard, not including a retaining wall, shall be limited to 48 inches in height.

Patios must meet all setback requirements except for rear yards which must be a minimum of five feet from a property line.

Architectural projects. Chimneys, leaders, cornices, eaves, shutters, and bay windows, and the like may extend not more than 24 inches into any required yard.

6.2.3 Accessory structures. An accessory structure less than ten feet from a principal structure must be connected thereto by a breezeway or similar structure and will be considered as a component of the principal structure and comply with all yard setbacks for a principal structure.

No more than two accessory structures are allowed on one lot in any R or PD-R district, including a private garage.

(Ord. of 8-6-13; Ord. of 9-15-20)

Staff Report

Public Hearing

Subject: Ordinance Revision
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: April 16, 2024
Item Description: Consideration to approve the amendment of the Code of Ordinances **Part II – Official Code: Chapter 10 – Animals** of the Effingham County Code of Ordinances.

Summary Recommendation

Due to the increased Code Enforcement Violations by Effingham County residents in relation to owning Livestock in R Zoning Districts, Staff recommends **approval** of an update to the Animal Ordinance.

Executive Summary/Background

- **On November 21, 2023, an amendment, known as “The Chicken Ordinance,” was adopted.**
- Commercial Livestock or Fowl has been defined.
- Terminology has been updated and defined.
- There are some changes to the Dog Park Rules & Regulations such as no livestock or fowl allowed in the park.
- Limiting the Number of Chickens for AR-1 and AR-2 has been removed, Lot Size minimums have been updated.
- The Backyard Hen Permit Fee has been removed.
- Lot size minimums are now in place to restrict livestock and horses on lots too small. These animals are only allowed in AR-1 and AR-2 zoning districts; however, the minimums are 1 acre.
- Swine are restricted by weight. Swine under 100lbs are allowed in AR-1 and AR-2, while Swine over 100lbs are only allowed in AR-1.

Alternatives

1. **Approve an amendment to the Code of Ordinances Chapter 10 – Animals:**
2. **Deny an amendment to the Code of Ordinances Chapter 10 – Animals.**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: FUNDING: N/A

Attachments: 1. Chapter 10 – Animals Red Line Version 2. Chapter 10 – Animals Clean Version

Chapter 10 - ANIMALS^{LI}

ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any living thing other than a plant or a human being.

Animal control officer/department *see Humane Enforcement*

Animal shelter means any facility operated by the county/city or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter.

Cat means any member of the feline family of any age.

City means any municipality within the county that has duly adopted this chapter.

Commercial Livestock or Fowl means raising livestock or fowl is the primary business of the person or organization.

Dog means any member of the canine family, regardless of age, including pet foxes, wolves, coyotes, etc.

Domestic animal means any animal kept for pleasure rather than utility.

Enclosure means any uncovered, enclosed parcel of land where animals or fowl are kept.

Guard dog means any dog trained to attack persons or animals independently or upon verbal command, and any dog that, while not so trained, has a known propensity to attack persons or animals and is used for the purpose of providing security to any person or premises.

Humane Enforcement means any person or agency designated by the county/city as a law enforcement officer or agency for the specific purpose of enforcement of this chapter.

Nuisance animal means any animal that:

- (1) Molests passersby or passing vehicles;
- (2) Attacks other animals;
- (3) Trespasses on school grounds;
- (4) Is repeatedly at large;
- (5) Damages private or public property;
- (6) Barks, whines, or howls in an excessive, continuous, or untimely fashion; or
- (7) Constitutes a nuisance as the term is defined by the law of this state.

Owner means and includes any person having a right of property in an animal or who keeps or harbors an animal or has its care, or who permits any animal to remain on or about premises owned, possessed, or occupied by him, or who voluntarily abandons an animal or who runs an animal away after possessing or owning it.

Rabies certificate means a certificate signed by a licensed veterinarian bearing a license number, ownership, name, address, breed, color, and sex of dog or cat, which certificate shall be issued for each dog or cat vaccinated. The date of last vaccination of such dog or cat shall be clearly stated on such certificate, and a copy of such certificate is to be sent by the veterinarian to the animal control center.

Running at large means any animal, other than a hunting dog while hunting, not confined by its owner or keeper within walls or a fence of proper design, controlled by a leash, or kept in some manner as to keep it from coming in contact with members of the public.

Swine means pygmy pig, pot-belly pig, and all “pet” pigs.

Unrestrained animal means any animal not secured by leash or lead at least six feet in length, and not longer than 20 feet in length, or inside a fenced area within the real property limits of its owner.

Vaccinate or inoculate means the injection into the body of a dog or cat of an approved anti-rabies vaccine prescribed by the state, such vaccine having a U.S. government license number approval stamped on the label of the vaccine container, and which vaccine has been approved by the health department. Vaccine used for vaccination of dogs or cats against rabies shall have been refrigerated and kept under proper conditions showing no signs of spoilage or otherwise being unfit for producing immunity against rabies.

Veterinarian means any person who has received a doctor's degree in veterinary medicine from a school of veterinary medicine and holds a license to practice the profession of veterinary medicine in the state. The number of the veterinary license shall be the same as that recorded by the state board of veterinary.

Vicious animal means any animal that constitutes a physical threat to human beings or other animals.

Sec. 10-2. - Enforcement.

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the county and cities. The **Humane Enforcement Officer** shall have the power to conduct such investigations as he may reasonably deem necessary to carry out his duties as referred to in this chapter, and for this purpose to enter at any reasonable time upon any property, public or private, for the purpose of investigating suspected violations of this chapter. It shall be unlawful for any person to interfere with an identified **Humane Enforcement Officer** in the performance of his duties.

Sec. 10-3. - Violations.

Whenever the county health department has determined that any provision of this chapter has been violated, prior to filing a warrant or accusation pertaining to such violation, the county health director may serve the owner of the premises on which the violation has occurred with a copy of this chapter, provide such owner with written notice of the violation, and allow such owner a reasonable time as determined by the county health director or his representative, but not exceeding 30 days, in order to permit such owner to avoid prosecution by correcting the condition constituting the violation.

Sec. 10-4. - Penalties.

Whenever in this chapter, including any conditions or safeguards established in connection with the grant of any variance or special exception by the county/city, any act is prohibited or is made or declared to be unlawful, or whenever in such chapter the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violator of such provision of this chapter shall, upon conviction thereof, be punished as provided in section 1-19. Nothing contained in this section shall prevent the county/city from taking such other lawful action as is necessary to prevent or remedy any violation of this chapter.

Secs. 10-5—10-35. - Reserved.

ARTICLE II. - VACCINATION, IMPOUNDMENT

Sec. 10-36. - Vaccinations.

- (a) No person shall be allowed to vaccinate dogs or cats against rabies who is not licensed to practice veterinary medicine in the state.
- (b) A veterinarian or any person having vaccinated dogs or cats against rabies with inferior vaccine or any drug, chemical, or biological material, which is not specified in this article or that has not been approved by the health department, or who violates any provision of this article, in whole or in part, shall not be permitted to vaccinate dogs or cats against rabies.

Sec. 10-37. - Impoundment of animals.

- (a) Any dog found within the county not wearing or displaying a valid, current vaccination tag, and not confined within a fence on the premises of the owner with all gates and openings closed, shall be immediately impounded, quarantined, or otherwise disposed of as required by this chapter. Any dog found within the county not vaccinated as required by this chapter within the previous one to three years depending on the type of vaccine used shall likewise be impounded, quarantined, or otherwise disposed of as required by this chapter.
- (b) When any animal whose owner is unknown or incapable of being located is impounded subject to the provisions of this article, and such animal is injured or otherwise in a state of suffering, it shall thereupon be the duty of the animal control officer to obtain the opinion of a licensed practicing veterinarian as to the extent of such suffering or injury to such animal. When such opinion is that euthanasia should be performed, it shall then become the duty of the animal control officer to authorize such euthanasia. If the owner is located, it shall be done at the owner's expense.
- (c) Any dog or cat impounded under this chapter whose owner, possessor, or representative shall not come forward within three working days after the impoundment and pay the license tax and the fees specified in this chapter shall be put up for adoption or euthanasia in some humane way.

Sec. 10-38. - Examination of heads.

The heads of all domestic animals and of all wild animals suspected of having rabies before their death or having rabies at time of death shall be submitted to the state laboratory for examination. Either human or animal exposure to these animals shall constitute sufficient reason for laboratory examination.

Secs. 10-39—10-70. - Reserved.

ARTICLE III. - UNRESTRAINED ANIMALS

Sec. 10-71. - Dogs, cats, or livestock running at large prohibited.

- (a) It shall be unlawful for the owner or keeper of any cat or dog, other than a hunting dog during hunting season to permit them to run at large in the county/city, or to stray from the premises of the owner or keeper or go upon the premises of any other person.
 - (1) Hunting dogs will be allowed to run wooded areas, where permitted by the owner of the property, during deer hunting season as established by federal and/or state laws and regulations.
 - (2) All hunting dogs shall bear tags containing the owner's name, address, and phone number.
 - (3) All hunting dogs shall be vaccinated in accordance with state rabies shot regulations.
 - (4) All hunting dogs used in hunting game shall be properly supervised.

- (5) If any properly tagged hunting dog is taken into custody by the animal control unit, the dog shall be boarded for a minimum of five days by the animal control unit at the boarding cost provided in this article. No penalties shall be charged.
 - (6) If an owner does not repossess his dog within five days of the dog's having been taken into the custody of the animal control unit, the dog shall be treated as abandoned.
- (b) It shall be unlawful for the owner of any animal other than a dog or cat, including but not limited to cattle, sheep, goats, pigs, and horses, to allow such animal to feed or to be loose on any part of the right-of-way of any public road of the county/city.

Sec. 10-72. - Pet animals prohibited in county/city recreational areas.

It shall be unlawful for any person to bring any pet animal, dog, or cat of any age, whether or not such animal is on a leash, into any designated county/city recreational area or park. There shall be excepted from this provision.

(1) All police dogs and assistance dogs.

(2) Dogs, leashed, shall be allowed at boat ramps and along marked trails.

(3) Dogs, whether leashed or unleashed, shall be allowed only within the fenced area at any county recreational area or facility that is designated as a dog park. Animals running at large in county recreational areas or facilities, and unleashed dogs within the dog park in violation of the rules and regulations contained in section 10-72(c)(1) below, are prohibited.

a. Park rules. Use of the park is subject to the following rules and regulations:

1. Hours are 8:00 a.m. until dusk.
2. Use of the dog park is at your own risk.
3. Only dogs with current rabies vaccinations and all other vaccinations required by law shall be allowed to use the dog park.
4. Children under 16 years of age must be accompanied by an adult.
5. Food, alcohol, tobacco, illegal drugs, and glass containers are prohibited.
6. Unattended dogs are prohibited; all dogs must be supervised by persons of at least 16 years of age.
7. Dogs under four months of age are prohibited.
8. Female dogs in heat, and sick dogs, are prohibited.
9. **Livestock and fowl are prohibited.**
10. Leashes, pinch collars, or choke chains must be removed once dogs have entered the dog park.
11. No more than three dogs per person are permitted at any time.
12. Unleashed dogs are restricted to the area designated for their weight class.
13. Owners are required to clean up after their dog(s); deposit all litter in trash receptacles provided.
14. The dog park gate(s) must always remain closed.
15. All dogs must be leashed when preparing to enter and exit the dog park.
16. Agility equipment is for dog use only; children are not permitted to climb or play on the equipment.

17. Bicycles, inline skates, roller skates, skateboards, strollers and/or motorized carts and vehicles are prohibited.
18. Dogs must be always within sight and under voice control of their handler; aggressive behavior is prohibited.
19. Dog-training classes are prohibited.
20. Dog owners are responsible for filling any holes, or repairing other damage created by their pets.
21. Any dog or owner creating a disturbance shall be required to leave park property upon request of a county employee.

Sec. 10-73. - Confinement of animals.

- (a) Unrestrained dogs, nuisance animals, and animals found running at large shall be taken by the **Humane Enforcement Officers** of the county and impounded in the shelter and confined in a humane manner.
- (b) Impounded dogs and cats shall be kept for not less than three working days depending upon the physical condition of the animal, except where such dog or cat is found to be a nuisance, in which event the dog or cat shall be disposed of as required by the magistrate court judge.
- (c) Any owner reclaiming an impounded cat or dog shall pay a fee as set forth in the schedule of fees and charges on file in the office of the county clerk.
- (d) Any person adopting an impounded cat or dog shall be required to pay an adoption fee as set forth in the schedule of fees and charges on file in the office of the county clerk; except that the fee shall be waived for P.A.W.S. of Effingham County, Inc., and for the county humane society on animals they select to hold for adoption.

Sec. 10-74. - Nuisance.

Upon finding by the magistrate judge of the county, or the municipal judge of any city that any animal constitutes a public nuisance, the judge may order the owner or custodian to abate the nuisance by permanently removing the animal from the county limits or by whatever other means the judge deems reasonably likely to abate the nuisance. If the owner or custodian fails to abide by such order, the judge, after a hearing, may order that the animal be destroyed by the animal control officer.

Sec. 10-75. - Vicious animals and guard dogs.

- (a) It shall be unlawful for any person to take or keep any vicious animal outside a building or secure enclosure unless such animal is securely muzzled or caged.
- (b) It shall be the duty of each owner, tenant, or custodian of property upon which or within which a vicious dog is located to conspicuously and permanently post a notice on the outside of the property stating "WARNING BAD DOG," the letters to be one inch or larger. In case of a building, notice shall be conspicuously posted on or about each entrance and exit. In the case of a general enclosure in which a guard dog is located, the notices shall be conspicuously posted at every entrance or exit throughout the enclosure.

Secs. 10-76—10-110. - Reserved.

ARTICLE IV. - ANIMAL CARE

Sec. 10-111. Keeping of dogs and cats.

- (a) No person shall raise or keep or permit to be raised or kept on premises that he owns or controls inside the county limits or the limits of any municipality in the county any dog or cat unless:
 - (1) Each part of the premises of which such animal has access is at least ~~50 feet city~~/100 feet county from the nearest occupied dwelling house or business establishment of another person, and at least ten feet from any boundary or property line
 - (2) Cages or other shelters for such animals are kept clean.
 - (3) Pens and other enclosures are well drained.
- (b) It shall be unlawful for any person to keep any unrestrained dog other than a hunting dog.

Sec. 10-112 Keeping of fowl. (also known as “The Chicken Ordinance”)

- (1) Residential fowl is subject to the following regulations:
 - a. Permitted fowl: chickens, turkeys, guineas, geese, ducks, pigeons, or similar fowl
 - 1. Permitted fowl per zoning district:
 - a. All permitted fowl: AR-1
 - b. All non-commercial fowl: AR-2
 - 2. Conditional fowl per zoning district (MUST OBTAIN PERMIT FROM DEVELOPMENT SERVICES):
 - a. Chickens only (NO ROOSTERS, only hens): R-1
 - 3. Prohibited animals per zoning district:
 - a. Commercial fowl: AR-2
 - b. Turkeys, guineas, geese, ducks, swans, quails, partridges, pigeons, peafowls, and peacocks: R-1, and all other zoning districts.
 - 4. Minimum lot size:
 - ~~a. AR-1: five (5) acres~~
 - ~~b. AR-2: one (1) acre~~
 - ~~c. R-1: half (.5) acre~~
 - a. AR-1, AR-2 & R-1: half (.5) acre**
 - b. Location of chicken coop from an occupied residential dwelling: 150 feet
 - c. Permitted number of approved poultry animals, collectively:
 - ~~1. Properties zoned AR-1: Maximum number may be fifteen (15) per acre.~~
 - ~~2. Properties zoned AR-2: Maximum number may be ten (10) per acre.~~
 - 3. Properties zoned R-1: Maximum number may be four (4) total.
 - d. Obtaining Backyard Hen Permit Process:
 - a. Items Needed:
 - 1. Application Submitted to the Development Services Department
 - 2. Plot plan showing chicken coop location and distance to neighboring residential dwellings.
 - 3. \$20 Animal Permit Fee**
 - b. Once application has been submitted it will be reviewed by the Zoning Department to verify minimum distance requirements.

- c. The Permit will be issued to the property owner. The permit must be readily available in case any code enforcement complaint comes in.
 - d. After being approved by zoning, code enforcement will be notified the property owner has received the Backyard Hens Permit.
- (2) Such fowl shall be kept at the following minimum distances from any occupied building except the dwelling unit of the owner:

Animal	Distance (Feet)
Chickens (4 or less in R-1)	150
Chickens, turkeys, guineas, geese, ducks, pigeons, or similar fowl (2 or more in AR-1 or AR-2)	200

(3) Commercial fowl is subject to the following regulations:

- i. Permitted fowl: chickens, turkeys, guineas, geese, ducks, pigeons, or similar fowl
 - a. Permitted fowl per zoning district:
 - i. All Commercial Fowl: AR-1
 - b. Prohibited fowl per zoning district:
 - i. Commercial Fowl in AR-2, R-1, and all other zoning districts.

Sec. 10-113 Keeping of horses, livestock, and other animals.

- (1) Keeping of horses, mules, donkeys, cows, sheep, goats, swine shall be prohibited except under the following conditions:
- a. Permitted animals per zoning district:
 - i. Commercial and Residential Horses, mules, donkeys, cows, sheep, goats, and all swine: AR-1
 - ii. Residential horses, mules, donkeys, cows, sheep, goats and Swine under 100lbs: AR-2
 - b. Prohibited animals per zoning district:
 - i. All horses, mules, donkeys, cows, sheep, goats, and all swine: R-1 and other districts.
 - c. Minimum lot size:
 - i. AR-1 and AR-2: one (1) acre
- (1) Any housing or enclosure used by such animals shall be well-drained and free from accumulations, and animal excrement shall be disposed of in a manner approved by the Health Officer or his designee.
- (2) Horse stables (not enclosures or fences) shall be a minimum of 300 feet from any occupied building except the dwelling unit of the owner unless the owner of the adjacent building and the Zoning Administrator give permission for a lesser distance in writing.
- (3) All animals except cats and dogs in areas where confinement of dogs under the rabies control regulations does not apply, shall be kept in adequate enclosures or tethered.
- (4) Such animals shall be kept at the following minimum distances from any occupied building except the dwelling unit of the owner:

Animals	Distance (feet)
Horses, mules, cattle, sheep, goats, or similar animals	300
Swine less than 100lbs (less than 4)	300
Swine less than 100lbs (4 or more)	900
Swine more than 100lbs (1 or more)	900
Dogs (4 or more)	150
Rabbits, Guinea Pigs, Hamsters, and similar animals (5 or more)...	200

Animals not specifically mentioned in this chapter shall be kept at minimum distances deemed reasonable and necessary by the Zoning Administrator or Humane Enforcement Officer.

Sec. 10-113. - General care and feeding.

- (a) No owner shall fail to provide his animal with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment.
- (b) No person shall beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) No owner of an animal shall abandon the animal.

Sec. 10-114. - Animal waste.

The owner of every animal shall be responsible for the removal of any excrement deposited by his animal on public walks, recreation area, or private/public property, or county/city buildings.

Sec. 10-115. - Care of injured animals.

Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report the death or injury to the animal owner or to the animal control department.

Sec. 10-116. - Rabies inoculation.

- (a) *Required.*

- (1) *Initial vaccination.* The owner of every dog, cat, or ferret three months of age or older shall have the animal vaccinated against rabies. Unvaccinated dogs, cats, or ferrets more than three months of age, that are acquired or moved into the county must be vaccinated within 30 days of purchase or arrival, unless there is documented evidence of current vaccination.
 - (2) *Revaccination.* The owner of every dog, cat or ferret shall have the animal revaccinated 12 months after initial vaccination. Thereafter, the interval between revaccinations should conform to the manufacturer's product labeling.
- (b) *Quarantine.*
- (1) Where rabies has been found to exist in any warm-blooded animal, or where its existence is suspected, the health department may designate an area within which quarantine shall be maintained as provided by the terms of this section. Every such animal shall thereupon be immediately confined to the premises designated by the health department whether or not the animal has been vaccinated against rabies.
 - (2) No animals shall be removed from or brought into a quarantined area without written permission of the health department. The application for such permission shall be in writing, filed with the health department, stating the reason for movement and the location at which the animal will be confined after movement.
 - (3) When quarantine is ordered by the health department, it shall be maintained for a period of 90 days, with the right of the health department to increase or diminish the period as, in its uncontrolled discretion, the public safety and health may require.
 - (4) Where an animal has been suspected of having rabies or has rabies symptoms, the area or premises where such animal is kept shall be posted by the health department with signs to read as follow: "Rabies suspected" or "Rabies, keep away from animal." Such signs shall be conspicuously displayed on the premises, printed with type that is easily legible, and shall remain on the premises for the duration of the quarantine.
 - (5) Persons living within a quarantine area having in their possession an animal subject to rabies or to the terms of this section shall be given written notice of the quarantine, the animal subject thereto, and an order to confine such animal so subject to the premises of the owner, together with any other information the health department deems advisable. Such notice shall be signed by a duly authorized agent of the health department.
 - (6) The violation by any person of any quarantine order issued by the health officer shall be a violation of this chapter, and the person so violating shall be subject to all the penalties prescribed by law for a violation.

Sec. 10-117. - Trap-neuter-return.

- (a) *Intent and purpose.* The intent of the Effingham County Board of Commissioners in enacting this article is to regulate a process for trapping, sterilizing, vaccinating for rabies, ear tipping, and returning cats to their original location as an effective and humane way to manage the population of cats [within] Effingham County. A process known as trap-neuter-return is the preferred approach for managing the cat population. This procedure shall be the prioritized disposition for any impounded community cats while funding is abundant.
- (b) *Definitions.* For the purposes of this section, the following terms shall be defined as such:

Community cat shall mean a free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral.

Community cat caregiver shall mean a person who, in accordance with and pursuant to a policy of trap-neuter-return, provides care, including food, shelter or medical care to a community cat, while not being considered the owner, harbored, controller or keeper of a community cat.

Ear tipping shall mean the removal of the distal one-quarter of a community cat's left ear, which is approximately three-eighths inch, or one centimeter, in an adult and proportionally smaller in kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Ear tips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

Trap-neuter-return shall mean the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning community cats to their original location.

(c) *Permitted acts.* The following actions shall be permitted in Effingham County as part of trap-neuter-return:

- (1) Trapping for the sole purpose of sterilizing, vaccinating for rabies and ear tipping community cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.
- (2) An ear tipped cat received by local shelters will be returned to the location where trapped unless veterinary care is required. A trapped ear tipped cat will be released off site unless veterinary care is required.
- (3) Community cat caregivers are empowered to reclaim impounded community cats without proof of ownership solely for the purpose of carrying out trap-neuter-return and/or returning ear tipped community cats to their original locations.
- (4) A person who returns a community cat to its original location while conducting trap-neuter-return is not deemed to have abandoned the cat.
- (5) Trap-neuter-return shall be the preferred disposition for impounded community cats. Animal control and the local shelter are authorized and encouraged to conduct trap-neuter-return or to direct impounded community cats to a trap-neuter-return program.

Staff Report

Subject: Ordinance Revision
Author: Ashley Kessler, Building Official
Department: Development Services
Meeting Date: April 16, 2024
Item Description: Consideration of an **amendment** to the Code of Ordinances **Chapter 14 - Buildings And Building Regulations. Article II - Construction Codes.**

Summary Recommendation

Staff recommends **approval** of an ordinance revision to adopt chapter 1 of the International Residential Code (IRC).

Executive Summary/Background

- The adopted chapter would cover policies that have been practiced in Effingham County for years while clarifying duties and procedures such as:
- Duties and powers of the Building Official.
- Permit requirements.
- Certificate of Occupancy and the ability of Revocation.
- Construction Documents, Inspections, Violations and Stop Work Orders.

Alternatives

1. **Approve** an **amendment** to the Code of Ordinances Chapter 1 of the International Residential Code (IRC).
2. **Deny** an **amendment** to the Code of Ordinances Chapter 1 of the International Residential Code (IRC).

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments: 1. Chapter 14 Buildings and Building Regulations. Article II – Construction Codes.

PART II - OFFICIAL CODE
Chapter 14 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE II. CONSTRUCTION CODES

ARTICLE II. CONSTRUCTION CODES¹

DIVISION 1. GENERALLY

Sec. 14-36. Adopted.

- (a) The following codes, the latest editions, as adopted and amended by the state department of community affairs, shall be enforced by the county:
- (1) International Building Code.
 - (2) International Mechanical Code.
 - (3) International Gas Code.
 - (4) International Plumbing Code.
 - (5) National Electrical Code.
 - (6) International Fire Prevention Code.
 - (7) International Residential Code.
 - (8) International Energy Code with Georgia Amendments.
- (b) The following appendixes of the codes adopted in subsection (a) of this section are hereby adopted by reference as though they were copied herein fully:
- (1) International Building Code: Appendix.
 - (2) International Mechanical Code: Appendix.
 - (3) International Gas Code: Appendix.
 - (4) International Plumbing Code: Appendix.
 - (5) International Fire Prevention Code: Appendix.
 - (6) National Electrical Code: Appendix.
 - (7) International Residential Code: Appendix.
- (c) The latest editions of the following codes, as adopted and amended by the state department of community affairs, are hereby adopted by reference as though they were copied herein fully:
- (1) International Excavation and Grading Code, including Chapter 1, Administration.
 - (2) International Unsafe Building Abatement Code, including Chapter 1, Administration.
 - (3) International Housing Code, including Chapter 1, Administration and Appendix.

¹State law reference(s)—Authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12); minimum state construction codes, O.C.G.A. § 8-2-25; enforcement of minimum state construction codes, O.C.G.A. § 8-2-26.

- (4) International Swimming Pool Code, including Chapter 1, Administration.
- (5) International Existing Building Code, including Chapter 1, Administration and Appendix.
- (6) International Amusement Device Code, including Chapter 1, Administrative and Appendix.

(Amend. of 8-1-06, § 1)

State law reference(s)—Authority to adopt technical codes, Ga. Const. art. IX, § II, ¶ III(a)(12); construction standards generally, O.C.G.A. § 8-2-1 et seq.; minimum state construction codes, O.C.G.A. § 8-2-25.

Sec. 14-37. Reserved.

Editor's note(s)—An ordinance adopted Oct. 22, 2013, deleted § 14-37, which pertained to modifications—generally and derived from a motion adopted Nov. 9, 1987.

Sec. 14-38. Reserved.

Editor's note(s)—An ordinance adopted Oct. 22, 2013, deleted § 14-38, which pertained to same—electrical code and derived from a motion adopted Nov. 9, 1987.

Sec. 14-39. Permit and inspection fees.

Permit and inspection fees and any other charges imposed or due under the various construction codes adopted by this article shall be as provided in the schedule of fees and charges on file in the office of the county clerk.

Sec. 14-40. Public utilities.

- (a) No public utility may furnish temporary electrical, water, or gas connection for construction purposes unless the contractor has been issued a construction permit by the chief building official.
- (b) No public utility may furnish permanent electrical, water, or gas connections until the contractor has been issued a certificate of occupancy by the chief building official.
- (c) No public utility may furnish power to a mobile home site until the owner has been issued either a building permit or a certificate of occupancy by the chief building official.

Editor's note(s)—Section 4 of the adopting ordinance of this Code (Ord. of 4-6-99(1)) allowed for the inclusion of § 14-40 as herein set out.

Sec. 14-41. Sewage disposal facilities.

- (a) No building permit shall be issued until plans for sewage disposal have been approved by the county board of health.
- (b) No certificate of occupancy shall be issued until the completed sewage disposal facilities have been approved by the board of health.

(Amend. of 2-1-00)

State law reference(s)—Regulations for septic tanks in unincorporated areas, conformity prerequisite to building permit, O.C.G.A. § 31-3-5.1.

Sec. 14-42. Water supply.

- (a) The board of commissioners may adopt by resolution requirements for the installation, operation, and maintenance of community water systems to ensure the supply of safe drinking water and adequate fire protection in Effingham County.
- (b) Any resolution approved pursuant to this section shall be consistent with state and federal law and with all regulations promulgated by the Georgia Department of Natural Resources, Environmental Protection Division, and such other federal and state regulations as may be applicable.
- (c) Any resolution approved pursuant to this section shall be spread upon the minutes of the county and an official copy thereof shall be kept in the office of the county clerk.
- (d) Whenever any resolution approved pursuant to this section imposes higher standards than are required in any other statute or local ordinance or regulation, the higher standards shall govern.
- (e) No building permit shall be issued until plans for water supply have been approved by the county board of health and/or such other officials as may be designated by the board of commissioners by resolution approved pursuant to this section.
- (f) No certificate of occupancy shall be issued until the completed water supply facilities have been approved by the county board of health and/or such other officials as may be designated by the board of commissioners by resolution approved pursuant to this section.

(Amend. of 2-1-00)

Secs. 14-43—14-50. Reserved.***DIVISION 2. ADMINISTRATION AND ENFORCEMENT²*****Sec. 14-51. Purpose of division.**

The purpose of this division is to provide for the administration and enforcement of the Standard Building, Gas, Mechanical, and Plumbing Codes, the National Electrical Code, and other construction or technical codes as may be adopted by the state or county.

(Ord. of 11-21-97)

Sec. 14-52. General provisions.

- (a) *Code remedial.* This division is hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light, and ventilation, and safety to life and property from fire and other hazards attributed to the built environment, including alteration, repair, removal, demolition, use, and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical, and plumbing systems, which may be referred to as "service systems."

²Cross reference(s)—Administration, ch. 2.

- (b) *Quality control.* Quality control of materials and workmanship is not within the purview of this division except as it relates to the purposes stated in this division.
- (c) *Permitting and inspection.* The inspection or permitting of any building system or plan by any jurisdiction, under the requirements of this division, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan or their adequacy. No jurisdiction or any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system, or plan, or for any failure of any component of such, which may occur subsequent to such inspection or permitting.

(Ord. of 11-21-97)

Sec. 14-53. Scope.

- (a) *Scope, applicability of division.* Where, in any specific case, different sections of this division specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Building code.* The provisions of the International Building Code with state amendments and local amendments of the county shall apply to the construction, alteration, repair, equipment, use, and occupancy, location, maintenance, removal, and demolition, of every building or structure or any appurtenances connected or attached to such building or structures.
- (c) *Electrical code.* The provisions of the National Electrical Code, with state amendments and local amendments, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.
- (d) *Gas code.* The provisions of the International Gas Code, with state amendments, shall apply to the installation of consumer's gas piping, gas appliances, and related accessories as covered in this division. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances, and the installation and operation of residential and commercial gas appliances and related accessories.
- (e) *Mechanical code.* The provisions of the International Mechanical Code, and state amendments, shall apply to the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances, including ventilating, heating, cooling, air conditioning, and refrigeration systems, incinerators, and other energy-related systems.
- (f) *Plumbing code.* The provisions of the International Plumbing Code, with state amendments and local amendments, shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances, and when connected to a water or sewerage system.
- (g) *Federal and state authority.* The provisions of this division shall not be held to deprive any federal or state agency, or any applicable governing authority having jurisdiction, of any power or authority which it had on November 21, 1997, or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.
- (h) *Appendices.* To be enforceable, the appendices included in the technical codes must be referenced in the code text or specifically included in the adopting ordinance.
- (i) *Referenced standards.* Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where code provisions conflict with a standard, the code

provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

(Ord. of 11-21-97; Amend. of 8-1-06)

Sec. 14-54. Building department.

- (a) *Establishment.* There is hereby established a department to be called the building department, and the person in charge shall be known as the building official.
- (b) *Building official qualifications.* The building official shall have at least ten years' experience or equivalent, as an architect, engineer, inspector, contractor, or superintendent of construction, or any combination of these, for five years of which shall have been in responsible charge of work. The building official should be certified as a building official through a recognized certification program.
- (c) *Inspector qualifications.* The inspector should be certified, through a recognized certification program, for the appropriate trade within 18 months.
- (d) *Deputy building official.* The building official may designate as his deputy an employee in the department who shall, during the absence or disability of the building official, exercise all the powers of the building official. The deputy building official should have the same qualifications as the inspector.
- (e) *Restrictions on employees.* An officer or employee connected with the department, except one whose only connections is as a member of the board established by this division, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or is in conflict with the interests of the department.
- (f) *Records.* The building official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.
- (g) *Liability.* Any officer or employee, or member of the board of adjustments and appeals, charged with the enforcement of this article, acting for the applicable governing authority in the discharge of his duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provision of this article shall be defended by the department of law until the final termination of the proceedings.
- (h) *Reports.* The building official shall submit annually a report covering the work of the building department during the preceding year. He may incorporate in said report a summary of the decisions of the board of adjustments and appeals during such year.

(Ord. of 11-21-97)

Sec. 14-55. Powers, duties of building official.

- (a) *General.* The building official is hereby authorized and directed to enforce the provisions of the codes adopted in section 14-36. The building official is further authorized to render interpretations of the codes adopted in section 14-36 which are consistent with their spirit and purpose.
- (b) *Right of entry.* Whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the building official has reasonable cause to believe that there exists in any building or upon any

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premises any condition or violation which makes such building, structure, premises, electrical, gas, mechanical, or plumbing systems unsafe, dangerous, or hazardous, the building official may enter such building, structure, or premises at all reasonable times to inspect such building, structure, or premises, or to perform any duty imposed upon the building official by this article, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge of control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

- (c) *Stop work orders.* Upon notice from the building official, work on any building, structure, electrical, gas, mechanical, or plumbing system that is being done contrary to the provisions of this article or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.
- (d) *Revocation of permits.*
 - (1) *Misrepresentation of application.* The building official may revoke a permit or approval, issued under the provisions of this article, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - (2) *Violation of provisions.* The building official may revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical, or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this article.
- (e) *Unsafe buildings or systems.* All buildings, structures, electrical, gas, mechanical, or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures, or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Standard Unsafe Building Abatement Code.
- (f) *Requirements not covered by codes.* Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas, mechanical, or plumbing system, or for the public safety, health, and general welfare, not specifically covered by this article or the other technical codes, shall be determined by the building official.
- (g) *Alternate materials and methods.* The provisions of the technical codes adopted in section 14-36 are not intended to prevent the use of any material or method of construction not specifically prescribed by them, provided any such alternate has been reviewed by the building official. The building official shall approve any such alternate, provided the building official finds that the alternate for the purpose intended is at least the equivalent of that prescribed in the technical codes, in quality, strength, effectiveness, fire resistance, durability, and safety. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternate.

(Ord. of 11-21-97)

Sec. 14-56. Permits.

- (a) *When required.* Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is

regulated by the technical codes adopted in section 14-36, or to cause any such work to do done, shall first make application to the building official and obtain the required permit for the work. Permits shall not be required for the following mechanical work:

- (1) Any portable heating appliance.
 - (2) Any portable ventilation equipment.
 - (3) Any portable cooling unit.
 - (4) Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by this article.
 - (5) Replacement of any part which does not alter its approval or make it unsafe.
 - (6) Any portable evaporative cooler.
 - (7) Any self-contained refrigeration system containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.
- (b) *Temporary structures.* A special building permit for a limited time shall be obtained before the erection of temporary structures, such as construction sheds, seats, canopies, tents, and fences used in construction work, or for temporary purposes such as reviewing stands. Such structures shall be completely removed upon the expiration of the time limit stated in the permit.
- (c) *Work authorized.* A building, electrical, gas, mechanical, or plumbing permit shall carry with it the right to construct or install the work, provided such construction or installation is shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.
- (d) *Minor repairs.* Ordinary minor repairs may be made with the approval of the building official without a permit, provided that such repairs shall not violate any of the provisions of the technical codes adopted in section 14-36.
- (e) *Application; information required.* Each application for a permit, with the required fee, shall be filed with the building official on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.
- (f) *Time limitations.* An application for a permit for any proposed work shall be deemed to have been abandoned six months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time for periods of not more than 90 days each may be allowed by the building official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

Building(s) that are or have been foreclosed on and/or permits that have been inactive for more than 12 months:

- (1) Resubmit the subcontractor information.
- (2) Seventy-five percent of the original fee will be required if the house has not been dried in.
- (3) Fifty percent of the original fee will be required if the rough-in inspection has not been completed.
- (4) Twenty-five percent of the original fee will be required in only a final inspection is needed.

- (g) *Drawings and specifications.* When required by the building official, two or more copies of specifications, and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes adopted in section 14-36. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications, and accompanying data shall bear the name and signature of the person responsible for the design.
- (h) *Additional data.* The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications, and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal.
- (i) *Design professional.* The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to such drawings, specifications, and accompanying data, for the following:
- (1) All group A, E, and I occupancies.
 - (2) Buildings and structures three stories or more high.
 - (3) Buildings and structures 5,000 square feet (465 m²) or more in area. For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

Exception: Group R3 buildings, regardless of size, shall require neither a registered architect or engineer, nor certification that an architect or engineer is not required.

- (j) *Structural and fire resistance integrity.* Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistant wall, floor, or partition will be made for electrical, gas, mechanical, plumbing, and communication conduits, pipes, and systems, and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistant floors intersect the exterior walls.
- (k) *Site drawings.* Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The building official may require a boundary line survey prepared by a qualified surveyor.
- (l) *Hazardous occupancies.* The building official may require the following:
- (1) *General site plan.* A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent accessways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment, and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.
 - (2) *Building floor plan.* A building floor plan drawn to a legible scale which shall include, but not be limited to, all hazardous materials storage facilities within the building, and shall indicate rooms, doorways, corridors, exits, fire-rated assemblies with their hourly rating, location of liquidtight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the classes and quantity range per hazard class of the hazardous materials stored.
- (m) *Examination of documents.*

- (1) *Plan review.* The building official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations, and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the technical codes adopted in section 14-36 and all other pertinent laws or ordinances.
- (2) *Affidavits.* The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes adopted in section 14-36. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction, and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, strains, loads, and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical, or plumbing systems a certification that the structure, electrical, gas, mechanical, or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of the technical codes and other pertinent laws or ordinances.
- (n) *Issuing permits.* The building official shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes adopted in section 14-36 and other pertinent laws and ordinances, he shall issue a permit to the applicant.
- (o) *Refusal to issue permit.* If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, the building official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.
- (p) *Special foundation permit.* When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the building official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit is proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted, nor that corrections will not be required in order to meet provisions of the technical codes adopted in section 14-36.
- (q) *Public right-of-way.* A permit shall not be given by the building official for the construction of any building, or for the alteration of any building where such building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application at the office of the director of public works for the lines of the public street on which he proposes to build, erect, or locate such building. It shall be the duty of the building official to see that the street lines are not encroached upon except as provided for in chapter 32 of the Standard Building Code.
- (r) *Contractor's responsibilities.* It shall be the duty of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, gas, mechanical, or plumbing systems for which a permit is required to comply with state or local rules and regulations concerning licensing which the applicable governing authority may have adopted.
- (s) *Conditions of the permit.*
 - (1) *Permit intent.* A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes adopted in

section 14-36, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of this article. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced. One or more extensions of time, for periods not more than 90 days each, may be allowed for the permit. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be in writing by the building official.

- (2) *Issued on basis of affidavit.* Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. If such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official.
- (t) *Plans.* When the building official issues a permit, he shall endorse, in writing or by stamp, both sets of plans "reviewed for code compliance." One set of drawings so reviewed shall be retained by the building official and the other set shall be returned to the applicant. The permit drawings shall be kept at the site of work and shall be open to inspection by the building official or his authorized representative.
- (u) *Fees.*
- (1) *Prescribed fees.* A permit shall not be issued until the fees prescribed in section 8.5 of the county's zoning ordinance in appendix C of this Code have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical, or gas system, has been paid.
 - (2) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a penalty of 100 percent of the usual permit fee in addition to the required permit fees.
 - (3) *Accounting.* The building official shall keep a permanent and accurate accounting of all permit fees and other monies collected, the names of all persons upon whose account such fees were along with the date and amount thereof.
 - (4) *Schedule of permit fees.* On all buildings, structures, electrical, plumbing, mechanical, and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the schedule as established by the applicable governing authority. See the applicable appendix in the technical codes adopted in section 14-36 for suggested fee schedules.
- (v) *Building permit valuations.* If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical, or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment, and other systems including materials and labor.

(Ord. of 11-21-97; Ord. of 9-15-09)

Sec. 14-57. Inspections.

- (a) *Existing building inspections.* Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.
- (b) *Manufacturers and fabricators.* When deemed necessary by the building official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.
- (c) *Inspection service.* The building official may make, or cause to be made, the inspections required by this article. He may accept reports of inspectors of recognized inspection services, provided that after investigation he is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes adopted in section 14-36 shall not be based on such reports unless such reports are in writing and certified by a responsible officer of such service.
- (d) *Prior to issuance of certificate of occupancy or completion.* The building official shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical, or plumbing system upon completion, prior to the issuance of the certificate of occupancy or completion.
- (e) *Posting of permit.* Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the building official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the certificate of occupancy or completion is issued by the building official.
- (f) *Required inspections.* The building official, upon notification from the permit holder or his agent, shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical codes adopted in section 14-36:
- (1) *Buildings.*
- a. Foundation inspection: To be made after trenches are excavated and forms erected.
 - b. Subfloor inspection.
 - c. Slab.
 - d. Frame inspection: To be made after the roof, all framing, fire blocking, and bracing is in place, all concealing wiring, all pipes, chimneys, ducts, and vents are complete.
 - e. Final inspection: To be made after the building is completed and ready for occupancy.
- (2) *Electrical.*
- a. Underground inspection: To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
 - b. Rough-in inspection: To be made after the roof, framing, fireblocking, and bracing are in place and prior to the installation of wall or ceiling membranes.
 - c. Final inspection: To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

(3) *Plumbing:*

- a. Underground inspection: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- b. Rough-in inspection: To be made after the roof, framing, fireblocking, and bracing are in place and all soil, waste, and vent piping are complete, and prior to the installation of wall or ceiling membranes.

Note: See section 311 of the Standard Plumbing Code for required tests.

(4) *Mechanical.*

- a. Underground inspection: To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
- b. Rough-in inspection: To be made after the roof, framing, fire blocking, and bracing are in place and all ducting and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
- c. Final inspection: To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

(5) *Gas.*

- a. Rough piping inspection: To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
- b. Final inspection: To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this article, and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

- (g) *Written release.* Work shall not be done on any part of a building, structure, electrical, gas, mechanical, or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the building official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by the inspections in subsections (f)(3) through (f)(5) of this section.
- (h) *Reinforcing steel and structural frames.* Reinforcing steel or structural framework of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.
- (i) *Plaster fire protection.* In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official after all lathing and backing is in place. Plaster shall not be applied until the release from the building official has been received.

(Ord. of 11-21-97)

Sec. 14-58. Certificates of occupancy.

- (a) *Required.* A new building shall not be occupied or a change made in the occupancy, nature, or use of a building or part of a building until after the building official has issued a certificate of occupancy. Such certificate shall not be issued until all required electrical, gas, mechanical, plumbing, and fire protection systems have been inspected for compliance with the technical codes adopted in section 14-36 and other applicable laws and ordinances and released by the building official.

- (b) *Issuance.* Upon satisfactory completion of construction of a building or structure any installation of electrical, gas, mechanical, and plumbing systems in accordance with the technical codes adopted in section 14-36, reviewed plans and specifications, and after the final inspection, the building official shall issue a certificate of occupancy stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, and the allowable load per square foot for each floor in accordance with the provisions of this article.
- (c) *Temporary/partial occupancy.* A temporary/partial certificate of occupancy may be issued for a portion of a building which may safely be occupied prior to final completion of the building.
- (d) *Service utilities.*
- (1) *Connection of service utilities.* No person shall make connections from a utility, source of energy, fuel, or power to any building or system which is regulated by the technical codes adopted in section 14-36 for which a permit is required, until released by the building official and a certificate of occupancy or completion is issued.
 - (2) *Temporary connection.* The building official may authorize the temporary connection of the building or system to the utility source of energy, fuel, or power for purpose of testing building service systems or for use under a temporary certificate of occupancy.
 - (3) *Authority to disconnect service utilities.* The building official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by the technical codes adopted in section 14-36, in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.
- (e) *Posting floor loads.*
- (1) *Occupancy.* An existing or new building shall not be occupied for any purpose which will cause the floors thereof to be loaded beyond their safe capacity. The building official may permit occupancy of a building for mercantile, commercial, or industrial purposes, by a specific business, when he is satisfied that such capacity will not thereby be exceeded.
 - (2) *Storage and factory-industrial occupancies.* It shall be the responsibility of the owner, agent, proprietor, or occupant of group S and group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the building department.
 - (3) *Signs required.* In every building or part of a building used for storage, industrial, or hazardous purposes, the safe floor loads, as reviewed by the building official on the plan, shall be marked on plates of approved design, which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed, or defaced, shall be replaced by the owner of the building.

(Ord. of 11-21-97)

Sec. 14-59. Tests.

The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

(Ord. of 11-21-97)

Sec. 14-60. Construction board of adjustment and appeals.

- (a) *Appointment.* There is hereby established a board to be called the construction board of adjustment and appeals, which shall consist of five members and four alternates. The board shall be appointed by the board of commissioners and shall supersede any previous board of adjustment and appeals established by the board of commissioners.
- (b) *Membership.* The construction board of adjustment and appeals shall consist of five regular members and four alternates. Such board members should be composed of individuals with knowledge and experience in the technical codes adopted in section 14-36, such as design professionals, contractors, or building industry representatives. The board shall include one member and one alternate each having knowledge and experience in plumbing, electrical, heating and air conditioning, and general contracting. A board member shall not participate in a case in which he has a personal or financial interest. A board member shall meet the following requirements: be a resident of Effingham County; have a valid business license; and be licensed by the State of Georgia in the field in which said board member represents. The board shall elect a chairperson from among its members.
- (c) *Terms.* The initial terms of office of the board members shall be staggered. Three regular members and two alternates shall be appointed for four-year terms commencing on January 1, 2006 and expiring on December 31, 2009. Two regular members and two alternates shall be appointed for two-year terms commencing on January 1, 2006 and expiring on December 31, 2007. Thereafter, all appointments shall be for terms of four years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the board shall, at the discretion of the board of commissioners, render any such member subject to immediate removal from office.
- (d) *Quorum and voting.* A simple majority of the regular members of the board shall constitute a quorum. If one or more regular members are unable to attend a meeting, the alternate member having knowledge and experience in the absent member's area of knowledge and experience shall participate and vote. In varying any provision of this article, the affirmative votes of three members shall be required. In modifying a decision of the building official, the affirmative votes of three members shall be required. The board shall meet at least once quarterly.
- (e) *Secretary of board.* The building official shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.
- (f) *Powers.* The construction board of adjustments and appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes adopted in section 14-36.
- (g) *Appeals from decision of building official.* The owner of a building, structure, or service system, or his duly authorized agent, may appeal a decision of the building official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:
- (1) The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure, or service system.
 - (2) The provisions of this article do not apply to this specific case.
 - (3) That an equally good or more desirable form of installation can be employed in any specific case.

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(Supp. No. 27)

- (4) The true intent and meaning of this article or any of the regulations thereunder have been misconstrued or incorrectly interpreted.
- (h) *Variances.* The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of this article to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes adopted in section 14-36 or public interest, and also finds all of the following:
- (1) That special conditions and circumstances exist which are peculiar to the building, structure, or service system involved and which are not applicable to others.
 - (2) That the special conditions and circumstances do not result from the action or inaction of the applicant.
 - (3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this article to other buildings, structures, or service systems.
 - (4) That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system.
 - (5) That the grant of the variance will be in harmony with the general intent and purpose of this article and will not be detrimental to the public health, safety, and general welfare.
- (i) *Conditions of the variance.* In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed, or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this article. Violation of the conditions of a variance shall be deemed a violation of this article.
- (j) *Notice of appeal.* Notice of appeal shall be made in writing and filed within 30 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the building official.
- (k) *Unsafe or dangerous buildings or service systems.* In the case of a building, structure, or service system which, in the opinion of the building official, is unsafe, unsanitary, or dangerous, the building official may, in his order, limit the time for such appeals to a shorter period.
- (l) *Rules and regulations.* The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this article. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.
- (m) *Decisions.* The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this article, the building official shall immediately take action in accordance with such decision. Every decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing.
- (n) *Appeal to commissioners.* Any person who is aggrieved by a decision of the construction board may file a grievance with the board of commissioners within ten days of the date of decision in question. The board of commissioners shall review such decision, and in its discretion, may conduct a hearing under such rules as it may prescribe. The decision of the board of commissioners shall be final, subject only to such remedy as any party may have in law or equity.

(Ord. of 11-21-97; Ord. of 3-7-06, §§ 1—4)

Sec. 14-61. Penalty for violation of article.

Any person who shall violate a provision of this article, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical, or plumbing system, or has erected, constructed, altered, repaired, moved, or demolished a building, structure, electrical, gas, mechanical, or plumbing system in violation of a detailed statement or drawing submitted and permitted thereunder shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws.

(Ord. of 11-21-97)

Secs. 14-62—14-70. Reserved.

Staff Report

Subject: Ordinance Revision
Author: Steve Candler
Department: Development Services
Date: April 16, 2024

Item Description: Amendment To Chapter 14 - Buildings and Building Regulations Article II - Construction Code Division 2 - Section 14-56 - Permits

Summary Recommendation

The county needs a section of the ordinance that requires a professional site plan for non-residential land development. The county has a process for site plan development for residential development in the subdivision ordinance.

Executive Summary/Background

Development Services is recommending the following changes:

- an applicant shall submit a Site Plan of the proposed development for non-residential properties located in B-1, B-2, B-3, PD-Manufacturing, PD-Commercial, Light Industrial, and Heavy-Industrial zonings.
- fully completed Site Plan by a licensed engineer, surveyor, or other qualified professional shall be submitted to Development Services and approved by the Board of Commissioners prior to any land disturbing activities or building permits can be reviewed and issued.
- The Site Plan shall be drawn at a scale of not less than 100 feet to one inch, and it shall include a vicinity map at a scale of approximately one-inch equals one mile showing the relationship of the proposed development to surrounding development.

Alternatives:

Approve an amendment to the Code of Ordinances Chapter 14

Deny an amendment to the Code of Ordinances Chapter 14-Buildings and Building Regulations Article II, Section 14-56.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: Site Plan Ordinance

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO CHAPTER 14 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE II - CONSTRUCTION CODE
DIVISION 2 - SECTION 14-56 - PERMITS
OF THE OFFICIAL CODE OF EFFINGHAM COUNTY, GEORGIA

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, CONSTRUCTION CODE, DIVISION 2, SECTION 14-56, PERMITS OF THE OFFICIAL CODE OF EFFINGHAM COUNTY, GEORGIA AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, it is incumbent upon the Board of Commissioners of Effingham County to continue to update, enhance and improve the Official Code of Effingham County, Georgia, and

WHEREAS, the Board of Commissioners of Effingham County desires to provide consistent and fair guidelines for the development of non-residential properties within the County’s jurisdictions, and

NOW THEREFORE, the Board of Commissioners of Effingham County desires to amend Chapter 14 – Building and Building Regulations, Article II – Construction Code – Division 2 – Section 14-56 Permits, as follows:

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

The following shall add sub-paragraph (w) to Section 14-56:

Section 14 -56. – Permits
(w) Site Plan.

In addition to the requirements of the building codes adopted in the Official Code of Effingham County, Georgia, an applicant shall submit a Site Plan of the proposed development for non-residential properties located in B-1, B-2, B-3, PD-Manufacturing, PD-Commercial, Light Industrial, and Heavy-Industrial zonings. A fully completed Site Plan by a licensed engineer, surveyor, or other qualified professional shall be submitted to Development Services and approved by the Board of Commissioners prior to any land disturbing activities or building permits can be reviewed and issued.

The Site Plan shall be drawn at a scale of not less than 100 feet to one inch, and it shall include a vicinity map at a scale of approximately one inch equals one mile showing the relationship of the proposed development to surrounding development.

The Site Plan shall show:

- (1) Proposed name of the development.
- (2) Name, address, and telephone number of applicant, architect, surveyor, engineer, or designer.
- (3) Location of natural and/or manmade water bodies, if present.
- (4) Location of jurisdictional wetlands, if present.
- (5) If septic systems are to be used for wastewater treatment then a soil survey is required.
- (6) Extent of 100-year flood zone, if present.
- (7) Date of preparation.
- (8) Total acreage in the tract to be developed.
- (9) Existing and proposed uses of land throughout the developed tract of land.
- (10) Other existing features, including buildings, easements, utilities, etc.
- (11) Approximate topography.
- (12) The building outline and maximum proposed height of all buildings.
- (13) Approximate location and width of all streets, lots, parking lots, detention structures, lighting, fire hydrants, and other permanent features, excluding utilities.
- (14) Approximate location (outline), height, and use of all other proposed drives, parking areas, buildings, structures and other improvements.
- (15) Zoning classification, owners name, and existing uses of adjacent property.
- (16) Vegetated Buffers according to Section 3.4 – Buffers of the Effingham County Zoning Ordinance.
- (17) For all property for which ingress and egress must be obtained by access from a road within the state highway system, a permit from the Georgia Department of Transportation for access to the state highway system.

(18) Any additional information as specified by the Effingham County Site Plan Review Checklist, as adopted by the Board of Commissioners.

A written description of the proposed use of the property shall be submitted with the Site Plan.

Application for review of a Site Plan shall be submitted to Development Services. Development Services staff shall review all plans for conformance with county ordinances, standards, regulations, policies, and good engineering practices. The Site Plan shall be placed on the agenda of the next meeting of the Board of Commissioners once the application is deemed complete by Development Services. The applicant may petition to have an item placed on the agenda of the next meeting of the Board of Commissioners if the applicant disagrees with county staff and believes that its application is complete. Such requests shall be heard by the Board of Commissioners and it can approve said Site Plan or table the agenda item to a future meeting date and send the application back to county staff for further review and with additional information and/or documentation requested from the applicant. The Board of Commissioners shall approve or deny the Site Plan application at the rescheduled meeting date. However, the Board of Commissioners can table the matter again at the request of the applicant or County staff for good cause shown.

Once approved, the Site Plan is good for twelve months from the date that it is approved by the Board of Commissioners. If construction does not begin within 12 months of approval or if the property owner changes the proposed use that was submitted with the Site Plan, the landowner/applicant shall be required to resubmit the Site Plan and restart the review process as required in this Section 14-56(w).

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

This _____ day of _____, 2024.

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

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST: _____
STEPHANIE JOHNSON, CLERK

FIRST READING: _____

SECOND READING: _____

Staff Report

Subject: Approval of OpenGov Procurement Renewal

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: County Manager/Purchasing

Meeting Date: April 16, 2024

Item Description: OpenGov Procurement Renewal

Summary Recommendation: Staff recommends approval of the OpenGov Procurement Renewal

Executive Summary/Background:

- OpenGov has submitted a renewal for three (3) years for the OpenGov Procurement software. This system has proven valuable not only to Procurement staff, but other Department Heads as well who can easily find contract/project information.
- The fee breakdown is as follows and is in line with the originally approved contract:
 - 7/1/24 – 6/30/25: \$19,290.44
 - 7/1/25 – 6/30/26: \$20,254.96
 - 7/1/26 – 6/30/27: \$21,267.71

Alternatives for Commission to Consider

1. Approval of OpenGov Procurement Renewal for FY25 in the amount of \$19,290.44
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: PCPM, County Manager, Finance

Funding Source: Operating, CM

Attachments: Renewal Form



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-00GA8312
Created On: 2/12/2024
Order Form Expiration: 6/30/2024
Subscription Start Date: 7/1/2024
Subscription End Date: 6/30/2027

Prepared By: Marguerite Kuntz
Email: mkuntz@opengov.com
Contract Term: 36 Months

Customer Information

Customer: County of Effingham, GA
Bill To/Ship To: 804 S Laurel St
Springfield, Georgia 31329
United States

Contact Name: Alison M Bruton
Email: abruton@effinghamcounty.org

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
OpenGov Procurement	7/1/2024	6/30/2025	\$19,290.44
OpenGov Procurement	7/1/2025	6/30/2026	\$20,254.96
OpenGov Procurement	7/1/2026	6/30/2027	\$21,267.71

Annual Subscription Total: See Service Terms

Service Terms

Service Date:	Amount:	
July 1, 2024	\$19,290.44	(Annual Software Fee)
July 1, 2025	\$20,254.96	(Annual Software Fee)
July 1, 2026	\$21,267.71	(Annual Software Fee)

Order Form Legal Terms

"This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Effingham, GA

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Staff Report

Subject: Approval of the Water/Wastewater Master Plan completed by Alliance Consulting Engineers

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Water/Sewer

Meeting Date: April 2, 2024

Item Description: Water/Wastewater Master Plan

Summary Recommendation:

Executive Summary/Background:

- Alliance Consulting Engineers has been working on the Water/Wastewater Master Plan for Effingham County. After a review with staff and T&H personnel (serving in a Program Management capacity), here are some of the recent updates:
 - Section 2 to address 20-year projections.
 - Section 5 was updated for the Water and Wastewater Demand Projections to be for 20-years matching Section 2.
 - Section 6.4.1 was updated to include a Rough Order Magnitude (ROM) Cost for a new Water Treatment Plant and Raw Water Intake Pump Station.
 - Section 6.4.3 was updated to discuss Water Main Extension Projects along Courthouse Road, Midland Road, Georgia Highway 17, and Blue Jay Road.
 - Section 6.4.4 was updated to discuss Water Service to I-16 corridor.
 - Water Environment Consultants assisted with the Tide Study and Salinity Study noted in Sections 7.2.2.1 and 7.2.2.2. Their Reports are included in the Appendices.
 - Section 7.3 was updated to discuss Wastewater System Extension Projects in the area of Blue Jay Road, Courthouse Road, and Georgia Highway 17.
 - Section 7.3.2 was updated to discuss Wastewater Service to I-16 corridor.
- Staff and T&H personnel are comfortable with this submittal and request approval by the Board of Commissioners.

Alternatives for Commission to Consider

1. Approval of the Water/Wastewater Master Plan
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: T&H, County Manager, PCPM, County Engineer

Funding Source:

Attachments: Water/Waster Master Plan

Staff Report

Subject: Approval of Proposal from Hussey, Gay, and Bell for the Design of the Midland Road Sewer Extension

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Water/Sewer

Meeting Date: April 16, 2024

Item Description: Proposal from Hussey, Gay, and Bell for the Design of the Midland Road Sewer Extension

Summary Recommendation: Staff recommends approval of the Proposal from Hussey, Gay, and Bell for the Design of the Midland Road Sewer Extension

Executive Summary/Background:

- Staff requested this proposal from Hussey, Gay, and Bell for professional design services for a sewer forcemain extension from Blue Jay Road southeast along Midland Road to the intersection of Midland and Zittrouer Road. The fee breakdown for this proposal:
 - Support Services - \$39,300.00
 - Design - \$103,980.00
 - Permitting - \$10,260.00
 - Bidding - \$10,150.00
 - Contract Admin - \$109,910.00
 - **TOTAL - \$273,600.00**
- This proposal has been reviewed by staff, the County Attorney, and T&H personnel serving in a Program Management capacity and all recommend award.

Alternatives for Commission to Consider

1. Approval of Proposal from Hussey, Gay, and Bell for the Design of the Midland Road Sewer Extension in the amount of \$273,600.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: PCPM, County Engineer, County Manager, T&H

Funding Source: Budget Amendment will be necessary

Attachments: HGB Proposal

HUSSEY GAY BELL
Established 1958

April 4, 2024

Mr. Tim Callanan
 County Manager
 Effingham County Administrative Complex
 804 S. Laurel St.
 Springfield, GA 31329

Re: Proposal for Professional Services for the Midland Road Sewer Extension

Dear Mr. Callanan:

Hussey Gay Bell is pleased to present our proposal for engineering services for the extension of sewer service from Blue Jay Road southeast along Midland Road to the intersection of Midland Road and Zittrouer Road. The scope of the project includes planning, design, permitting and construction services for the construction of one (1) new lift station and approximately 4,000 LF of force main. The proposed lift station is expected to be constructed near the intersection of Midland Road and Zittrouer Road. The proposed force main will discharge to a proposed lift station at the intersection of Blue Jay Road and Midland Road.

The specific scope of services is as follows:

I. SUPPORT SERVICES

- (a) **Topographic Survey** - HGB will perform a topographic survey to locate existing facilities, physical ground elevations and underground utilities based on apparent and obvious appurtenances to serve as a basis for design of the new components.
- (b) **Wetlands Delineation** - HGB will delineate wetlands along the project route and survey wetlands boundaries for use in wetland permitting, if necessary.
- (c) **Wetlands Permitting** - Wetlands impacts are not expected with this project and wetlands permitting is not included in this proposal. If wetlands permitting is necessary for the project, HGB will provide a fee proposal based on the permitting services required for the project.
- (d) **Easement Plat Preparation** - HGB will provide easement plats necessary for obtaining easements for the project on a per property basis.
- (e) **Easement Acquisition** – HGB will obtain a subconsultant for assistance with the acquisition of required easements. An allowance is provided in this proposal.

- (f) **Geotechnical Investigation** - HGB will subcontract and provide geotechnical investigation services as necessary to provide baseline information for design, bid and construction phases of the project. An allowance is provided in this proposal.

II. DESIGN

- (a) **Preliminary Design** - The preliminary design will include a concept report, preliminary plans and exhibits showing the proposed lift stations and alignment for the proposed force main. The preliminary design (30% and 60%) will be submitted to Effingham County for approval and will be the basis for our design documents.
- (b) **Final Design** - HGB will prepare final (100%) construction plans and specifications. These documents will be submitted to Effingham County for final review and approval.

III. PERMITTING

- (a) **Permitting** - HGB will submit application packages for the necessary permits required for this project. Some agencies to which permit applications may be required include Georgia EPD, U.S. Army Corps of Engineers, Georgia DOT and the Georgia Soil and Water Conservation Commission.

IV. BIDDING

- (a) **Bidding and Award** - HGB will assist Effingham County with the bidding process including advertising the project, distributing bid packages, attending pre-bid meetings, addressing RFI's, preparing addenda, attending bid openings, evaluation of bid proposals and providing a recommendation of award.

V. CONSTRUCTION SERVICES

- (a) **Contract Administration** - HGB will provide contract overview and administration services including attending a pre-construction meeting with Effingham County and the Contractor, reviewing shop drawings, responding to RFIs, reviewing change order requests, reviewing pay requests, attending progress meetings and reviewing project close-out documents.
- (b) **Construction Overview** - HGB will provide periodic construction observation services during the construction phase of the project. The fee included in this proposal is based on 10 hrs/week at \$125/hr for forty (40) weeks.
- (c) **As-builts and Close-out Documents** - HGB will prepare as-built drawings based on contractor-supplied information, provide all O&M manuals, project warranties and all other necessary close-out documents to complete the project.

Our fee structure is as follows:

I. <u>Support Services</u>		
(a) Topographic Survey	\$	19,000.00
(b) Wetlands Delineation	\$	3,800.00
(c) Wetlands Permitting (if necessary)	\$	N/A
(d) Easement Plat Preparation (if necessary)	\$	500.00
(e) Easement Acquisition Assistance (allowance)	\$	10,000.00
(f) Geotechnical Investigation (allowance)	\$	6,000.00
II. <u>Design</u>		
(a) Preliminary Design (30%, 60%)	\$	47,880.00
(b) Final Design	\$	56,100.00
III. <u>Permitting</u>		
(a) Permitting	\$	10,260.00
IV. <u>Bidding</u>		
(a) Bidding and Award	\$	10,150.00
III. <u>Contract Administration</u>		
(a) Contract Overview and Administration	\$	47,150.00
(b) Construction Overview (Hourly NTE)	\$	50,000.00
(c) As-builts and Close-out Documents	\$	12,760.00

We appreciate the opportunity to present this proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Sincerely,
HUSSEY, GAY, BELL & DEYOUNG, INC.



C.J. Chance, P.E.
COO of Georgia Operations

ACCEPTED BY: _____ DATE: _____

NAME AND TITLE: _____

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated April 4, 2024, between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (Client) and **HUSSEY, GAY, BELL, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

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5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project,

GC 5 of 6

or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out

GC 6 of 6

the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16



Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: Current IRS Rates

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost

Staff Report

Subject: Approval of Proposal from Hussey, Gay, and Bell for the Design of the Blue Jay Road Sewer Extension

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Water/Sewer

Meeting Date: April 16, 2024

Item Description: Proposal from Hussey, Gay, and Bell for the Design of the Blue Jay Road Sewer Extension

Summary Recommendation: Staff recommends approval of the Proposal from Hussey, Gay, and Bell for the Design of the Blue Jay Road Sewer Extension

Executive Summary/Background:

- Staff requested this proposal from Hussey, Gay, and Bell for professional design services for a sewer forcemain extension along Blue Jay Road from the Lakes of Greyston Subdivision to GA Hwy 17. The fee breakdown for this proposal:
 - Support Services - \$130,300.00
 - Design - \$168,260.00
 - Permitting - \$18,150.00
 - Bidding - \$13,450.00
 - Contract Admin - \$174,760.00
 - **TOTAL - \$504,920.00**
- This proposal has been reviewed by staff, the County Attorney, and T&H personnel serving in a Program Management capacity and all recommend award.

Alternatives for Commission to Consider

1. Approval of Proposal from Hussey, Gay, and Bell for the Design of the Blue Jay Road Sewer Extension in the amount of \$504,920.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: PCPM, County Engineer, County Manager, T&H

Funding Source: Budget Amendment will be necessary

Attachments: HGB Proposal

HUSSEY GAY BELL
Established 1958

April 4, 2024

Mr. Tim Callanan
 County Manager
 Effingham County Administrative Complex
 804 S. Laurel St.
 Springfield, GA 31329

Re: Proposal for Professional Services for the Blue Jay Road Sewer Extension

Dear Mr. Callanan:

Hussey Gay Bell is pleased to present our proposal for engineering services for the extension of sewer service along Blue Jay Road from the Lakes of Greystone Subdivision southwest to GA Hwy 17. The scope of the project includes planning, design, permitting and construction services for the construction of two (2) new lift stations and approximately 24,000 LF of force main. The lift stations are expected to be constructed at the intersections of Blue Jay Road with Midland Road and GA Hwy 17. The proposed force main will be installed along Blue Jay Road from GA Hwy 17 northwest toward the Lakes of Greystone Subdivision and connect to an existing force main.

The specific scope of services is as follows:

I. SUPPORT SERVICES

- (a) **Topographic Survey** - HGB will perform a topographic survey to locate existing facilities, physical ground elevations and underground utilities based on apparent and obvious appurtenances to serve as a basis for design of the new components.
- (b) **Wetlands Delineation** - HGB will delineate wetlands along the project route and survey wetlands boundaries for use in wetland permitting, if necessary.
- (c) **Wetlands Permitting** - Wetlands impacts are not expected with this project and wetlands permitting is not included in this proposal. If wetlands permitting is necessary for the project, HGB will provide a fee proposal based on the permitting services required for the project.
- (d) **Easement Plat Preparation** - HGB will provide easement plats necessary for obtaining easements for the project on a per property basis.
- (e) **Easement Acquisition** – HGB will obtain a subconsultant for assistance with the acquisition of required easements. An allowance is provided in this proposal.

- (f) **Geotechnical Investigation** - HGB will subcontract and provide geotechnical investigation services as necessary to provide baseline information for design, bid and construction phases of the project. An allowance is provided in this proposal.

II. DESIGN

- (a) **Preliminary Design** - The preliminary design will include a concept report, preliminary plans and exhibits showing the proposed lift stations and alignment for the proposed force main. The preliminary design (30% and 60%) will be submitted to Effingham County for approval and will be the basis for our design documents.
- (b) **Final Design** - HGB will prepare final (100%) construction plans and specifications. These documents will be submitted to Effingham County for final review and approval.

III. PERMITTING

- (a) **Permitting** - HGB will submit application packages for the necessary permits required for this project. Some agencies to which permit applications may be required include Georgia EPD, U.S. Army Corps of Engineers, Georgia DOT and the Georgia Soil and Water Conservation Commission.

IV. BIDDING

- (a) **Bidding and Award** - HGB will assist Effingham County with the bidding process including advertising the project, distributing bid packages, attending pre-bid meetings, addressing RFI's, preparing addenda, attending bid openings, evaluation of bid proposals and providing a recommendation of award.

V. CONSTRUCTION SERVICES

- (a) **Contract Administration** - HGB will provide contract overview and administration services including attending a pre-construction meeting with Effingham County and the Contractor, reviewing shop drawings, responding to RFIs, reviewing change order requests, reviewing pay requests, attending progress meetings and reviewing project close-out documents.
- (b) **Construction Overview** - HGB will provide periodic construction observation services during the construction phase of the project. The fee included in this proposal is based on 10 hrs/week at \$125/hr for sixty-five (65) weeks.
- (c) **As-builts and Close-out Documents** - HGB will prepare as-built drawings based on contractor-supplied information, provide all O&M manuals, project warranties and all other necessary close-out documents to complete the project.

Our fee structure is as follows:

I. <u>Support Services</u>		
(a) Topographic Survey	\$	99,000.00
(b) Wetlands Delineation	\$	3,800.00
(c) Wetlands Permitting (if necessary)	\$	N/A
(d) Easement Plat Preparation (if necessary)	\$	500.00
(e) Easement Acquisition Assistance (allowance)	\$	15,000.00
(f) Geotechnical Investigation (allowance)	\$	12,000.00
II. <u>Design</u>		
(a) Preliminary Design (30%, 60%)	\$	73,660.00
(b) Final Design	\$	94,600.00
III. <u>Permitting</u>		
(a) Permitting	\$	18,150.00
IV. <u>Bidding</u>		
(a) Bidding and Award	\$	13,450.00
III. <u>Contract Administration</u>		
(a) Contract Overview and Administration	\$	88,100.00
(b) Construction Overview (Hourly NTE)	\$	65,000.00
(c) As-builts and Close-out Documents	\$	21,660.00

We appreciate the opportunity to present this proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Sincerely,
HUSSEY, GAY, BELL & DEYOUNG, INC.



C.J. Chance, P.E.
COO of Georgia Operations

ACCEPTED BY: _____ DATE: _____

NAME AND TITLE: _____

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated April 4, 2024, between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (Client) and **HUSSEY, GAY, BELL, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

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4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

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5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

GC 4 of 6

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

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6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

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7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project,

GC 5 of 6

or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

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8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

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9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out

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the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16

HUSSEY GAY BELL*Established 1958*

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: Current IRS Rates

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost

Staff Report

Subject: Approval of Proposal from Hussey, Gay, and Bell for the Design of the Gateway Parkway Extension

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Water/Sewer

Meeting Date: April 16, 2024

Item Description: Proposal from Hussey, Gay, and Bell for the Design of the Gateway Parkway Extension

Summary Recommendation: Staff recommends approval of the Proposal from Hussey, Gay, and Bell for the Design of the Gateway Parkway Extension

Executive Summary/Background:

- Staff requested this proposal from Hussey, Gay, and Bell for professional design services for the Gateway Parkway Extension. The fee breakdown for this proposal:
 - Support Services - \$28,000.00
 - Design - \$257,200.00
 - Bidding - \$10,000.00
 - Contract Admin - TBD
 - **TOTAL - \$295,200.00**
- Because it is unclear as to what portions of Gateway Parkway will be constructed and when, so the Construction Administration fees will be determined later.
- This proposal has been reviewed by staff, the County Attorney, and T&H personnel serving in a Program Management capacity and all recommend award.

Alternatives for Commission to Consider

1. Approval of Proposal from Hussey, Gay, and Bell for the Design of the Gateway Parkway Extension in the amount of \$295,200.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: PCPM, County Engineer, County Manager, T&H

Funding Source: Budget Amendment will be necessary

Attachments: HGB Proposal

HUSSEY GAY BELL*Established 1958*

March 21, 2024

Mr. Tim Callanan
 Effingham County Administrator
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

RE: PROPOSAL/AGREEMENT FOR PROFESSIONAL SERVICES
 GATEWAY PARKWAY
 SAVANNAH GATEWAY INDUSTRIAL PARK – EFFINGHAM PKWY TO HODGEVILLE

Dear Mr. Callanan:

We are pleased to present this proposal for surveying and wetland services for Gateway Parkway within Savannah Gateway Industrial Hub. Our scope of services includes:

A. SUPPORT SERVICES

- 1. Permitting (Standard):** Upon completion of roadway design, Hussey Gay Bell will assist the Client with the permitting process to facilitate issuance of a Land Disturbance Permit. Permitting agencies anticipated in the review process are Effingham County (in conjunction with EOM), State of Georgia Natural Resource Conservation Service, and State of Georgia EPD (NPDES compliance).

FEES: \$12,500

- 2. Permitting (Kinder Morgan):** Similar to the rail crossing, Hussey Gay Bell will provide permitting assistance for the gas line crossing. Typical format for this process is similar to railroad crossings. Kinder Morgan will review the crossing plans for confirmation and design changes for cover and safety concerns. This process is completed by a sub consultant and will require additional fees paid for by the developer. Kinder Morgan may require additional compensation for an inspector to be on site during work within in the right of way and these fees will be paid for by the consultant.

FEES: \$5,000

- 3. Topographic Survey:** Hussey Gay Bell will perform topographic sections along the route at approximately 100' intervals to determine the existing conditions. In addition, Hussey Gay Bell will provide for detailed survey at outfall locations in order to provide for positive drainage from the site. Hussey Gay Bell will also provide for survey of the entire rights of way of Hodgeville Road and McCall Road for improvements at each intersection.

**FEES: UNDER SEPERATE
CONTRACT**

4. Right of Way Platting: Upon completion of the project and prior to dedication of the improvements, Hussey Gay Bell will provide for a plat to dedicate to Effingham County. Hussey Gay Bell will provide for application and submittal assistance as well as address comments from the County for such submittal.

FEES: \$5,000

5. Right of Way Staking: Upon completion of construction and prior to submittal of the plat, the right of way must be staked with proper monumentation. Effingham County requires the installation of concrete monuments and iron pins for the road right of way.

FEES: \$5,500

B. DESIGN SERVICES

This task includes roadway design and preparation of construction plans. Design shall adhere to the current established standards, specifications, design criteria, and standard details for Effingham County. Hussey Gay Bell understands that the scope of design is to address the following:

Design of 5,300+/- lineal feet of new Connector Road mainline. Design of this alignment will address a 2-lane, 2-way typical section with paved and grass shoulders and roadside swales. The entire alignment will be designed for a 45 MPH posted speed limit and 55 MPH design speed.

Design of 1,500 lineal feet of improvements and widening along Hodgeville Road. Design of this alignment will address a 2-lane, 2-way typical section with paved and grass shoulders and roadside swales. Design will include widening of existing Hodgeville Road to facilitate addition of a median left-turn lane at the intersection with the new Connector Road. Design will also address applicable acceleration and deceleration lanes at the intersection based on standards set forth in the latest edition of the Georgia Department of Transportation's *Design Manual*.

In addition to the roadway design, Hussey Gay Bell will provide the design for a 20" water main to parallel the Connector Road and provide a loop in the Effingham County Water System from Hodgeville Road to McCall Road, including connections on each end.

Design will not include water quality and detention facilities for the site. This will be accomplished by the adjacent development.

The Design Services scope will be separated into a Preliminary Roadway Design phase and Final Roadway Design phase. Below is a description of scope under each phase.

1. Preliminary Roadway Design: Hussey Gay Bell will prepare preliminary roadway plans and supporting documents. Upon completion of Preliminary Roadway Design Hussey Gay Bell will submit to the Client for review. Hussey Gay Bell will not proceed to Final Roadway Design without authorization from the Client. Following is a summary of tasks and deliverables:

- Typical Section(s)
- Horizontal Roadway Layout and Staking Plan
- Vertical Roadway Profile
- Review of Existing Drainage Conditions
- Striping and Signage Plan
- Grading and Drainage Plans including Roadside Drainage Improvements
- General Notes Sheet with Legend of Improvements
- Utility Coordination
- Utility Profiles
- Quality Assurance Review
- Attend Review Meetings with the Client
- Conduct Preliminary Field Plan Review

2. Final Roadway Design: Upon receipt of comments and feedback and with authorization from the Client, Hussey Gay Bell will proceed with Final Roadway Design. Final Roadway Design will incorporate Client comments and feedback received following the Preliminary Roadway Design.

- Update, Revise and Finalize Plans and Deliverables Prepared Under the Preliminary Roadway Design phase.
- Erosion & Sedimentation Control Plans, NPDES requirements, site BMP's
- Preparation of Standard Construction Detail Sheets
- Preparation of Standard Specifications
- Summary of Quantities
- Utility Coordination
- Final Plans
- Quality Assurance Review

FEE: \$257,200.00

C. BIDDING PHASE AND INITIATION OF CONSTRUCTION

Mr. Tim Callanan
March 19, 2024

- 1. **Prebid Meeting:** Conduct a prebid meeting with the Client and prospective bidders. Task includes documenting questions and answers as well as generating minutes to said meeting.

FEE \$2,500

- 2. **Bid Assistance:** Solicit bids from qualified contractors, maintain a list of plan holders for the project, prepare an engineer’s opinion of probable construction cost for the work, respond to RFI’s and other requests during the bid process, issue advertisements and addenda as required, open bids from qualified contractors.

FEE \$7,500

D. CONSTRUCTION PERIOD SERVICES AND CLOSEOUT

Fee for construction services can be provided upon request. It is unclear on what portions will be built and when.

Revisions caused by changes in regulations, or in Owner’s instructions, will be negotiated prior to commencing any work. You will be billed each month and invoices will be payable within 30 days.

This Agreement, along with the attached General Conditions, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties.

Yours very truly,

HUSSEY, GAY, BELL & DEYOUNG, INC.



C. J. Chance, PE

ACCEPTED BY: _____ DATE: _____
Effingham County Board of Commissioners

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated March 21, 2024, between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (Client) and **HUSSEY, GAY, BELL, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

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9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

GC 6 of 6

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16

HUSSEY GAY BELL*Established 1958*

Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: Current Federal Rate

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost

Staff Report

Subject: Approval of Cooperative Service Agreement between Effingham County and the US Department of Agriculture

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Parks & Landscaping

Meeting Date: April 16, 2024

Item Description: Cooperative Service Agreement between Effingham County and the US Department of Agriculture

Summary Recommendation: Staff recommends approval of the Cooperative Service Agreement between Effingham County and the US Department of Agriculture

Executive Summary/Background:

- Parks & Landscaping is having issues with beavers destroying County property. The US Dept. of Ag Animal & Plant Health Inspection Service, Wildlife Services has provided an agreement to assist in removing the beavers.
- The fee for this agreement will not exceed \$1,012.00.
- This agreement has been reviewed by the County Attorney and approved to form.

Alternatives for Commission to Consider

1. Approval of Cooperative Service Agreement between Effingham County and the US Department of Agriculture for a total of \$1,012.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Parks & Landscaping, PCPM, County Attorney

Funding Source: P&L Operating

Attachments: Cooperative Agreement and Work Initiation Form

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .083 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP. XX/XXXX

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

**WORK INITIATION DOCUMENT FOR
WILDLIFE DAMAGE MANAGEMENT**

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER			2. STATUS <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL				
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply)				3B. ASSIGN TO THESE SPECIAL GROUPS			
	<input checked="" type="checkbox"/> PRIVATE PROPERTY	<input type="checkbox"/> NON-PRIVATE PROPERTY	<input type="checkbox"/> TEMPORARY/CIVIL	(1)				
	<input type="checkbox"/> ADJACENT LANDOWNER	<input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT		(2)				
				(3)				
				(4)				
SECTION 2	4. COOPERATOR NAME (last, first, MI) Effingham County Board of Commissioners / Parks & Landscape							
	5. COOPERATOR MAILING ADDRESS 804 South Lurel Street Springfield GA 31329							
	6. COMMON NAME Effingham County Parks			7. COOPERATOR TELEPHONE NUMBER				
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) Seth Zeigler			9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER 912-666-0550				
	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)							
SECTION 3	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY W/D NO.'s		13. TARGETED SPECIES	
		COUNTY	PROPERTY	LAND CLASS	ACRES			
	A.	Effingham	private	water	20	A.	A. Beaver	F.
	B.			park	100	B.	B. geese, Canada	G.
	C.			forest	100	C.	C. feral hogs	H.
	D.					D.	D.	I.
	E.					E.	E.	J.
	STATE	GA	TOTAL ACRES	220	<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)			
SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):							
	A. body grip traps		B. feral hog trap			C. firearm		
	D. snares, neck		E. drive traps			F.		
	<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)							
SECTION 5	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.							
SECTION 6	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.							
19. SPECIAL CONSIDERATIONS								
20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE Wesley Corbitt			20B. SIGNATURE			20C. DATE		
21A. APHIS REPRESENTATIVE NAME Jonathan P Smith			21B. SIGNATURE JONATHAN SMITH <small>Digitally signed by JONATHAN SMITH Date: 2024.02.20 12:14:44 -05'00'</small>			21C. DATE 02/15/2024		
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER			21E. STATE OFFICE ADDRESS					

PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 – Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

SECTION 2 – Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.
5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.
7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.
9. Enter the property owner's or property owner representative's telephone number including area code.
10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

SECTION 3 – Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 – Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).
16. If more than six components are entered, mark this box and list the additional components on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 – Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 – Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.
19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.
- 20, 21. **Signatures/Dates** -- To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

COOPERATIVE SERVICE AGREEMENT
between
Effingham County Board of Commissioners
Parks & Landscapes
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of quarterly bill to “USDA, APHIS” in the not to exceed amount of **\$1012.**
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680). This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective **2/15/24** and shall continue until **2/15/2026**. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator’s Tax ID No _____
APHIS-WS’s Tax ID: 41-0696271

Seth Zeigler
Director Parks & Landscape
601 North Laurel Street
Springfield GA 31329

USDA, APHIS, WS
Odin Stephens, State Director
200 Phoenix Road
Athens, GA 30605

Seth Zeigler Director Parks & Landscape Date

APHIS-WS State Director’s Signature Date

Prepared By: Jonathan P Smith

WORK PLAN

Wildlife Species: Beaver / Geese

Description of Damage: Beavers continue to damage County property including burrowing under the walking track located around the Baker Lake Park. Substantial tree damage to a variety of aesthetic tree species is present around the lake. Valuable mature timber in the area is also being affected by the beaver activity.

Location: Property’s managed by Effingham County Parks and Recreation located in Effingham County, Georgia.

Services Provided: Wildlife Services will provide assistance with trapping beavers and removing beaver dams to help restore proper drainage and alleviate other damage at locations owned and managed by the cooperator. When directed Canada Geese will be gathered up using a drive trap during the molting season and relocated.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$570.43
Travel		\$0.00
Vehicles		\$200.00
Other Services		\$0.00
Supplies and Materials		\$25.48
Equipment		\$0.00
Subtotal (Direct Charges)		\$795.91
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$87.55
Indirect Costs	16.15%	\$128.54
Aviation Flat Rate Collection		
Agreement Total		\$1,012.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:		<u>\$1,012.00</u>

Cooperator Name, Address, Phone Number, Email

Effingham County Board Commissioners
Seth Zeigler
Parks & Landscape Director
601 North Laurel Street
Springfield, GA 31329

912-666-0550
szeigler@effinghamcountv.org

APHIS-WS State Office Name, Address, Phone Number, Email

USDA, APHIS, WS
Vera Ozmore, Budget Analyst
200 Phoenix Road
Athens, GA 30605

(706) 546-5637
Vera.Ozmore@usda.gov

Staff Report

Subject: Approval of Change Order #4 for DPR Architecture for Contract 20-006 for A/E Services

Author: Alison Bruton, PCPM

Department: Misc.

Meeting Date: April 16, 2024

Item Description: Change Order #4 for DPR Architecture for Contract 20-006

Summary Recommendation: Staff recommends approval of Change Order #4 for DPR Architecture for Contract 20-006 for A/E Services for additional site work at the Marlow Public Safety Building (Fire and EMS)

Executive Summary/Background:

- Effingham County currently has contract 20-006 in place with DPR Architecture for A/E services for the design and construction management for multiple facilities.
- Original Contract Amount: \$165,450
- Change Order 1: \$65,900 (Additional design services for Prison Maintenance Building and various items added to scope)
- Change Order 2: \$6,000 (Additional design items needed for EMS Addition)
- Change Order 3: \$110,450 (Additional design services for Ebenezer Road Fire Station Addition, and the Marlow Fire Station New Construction, and various design items)
- Change Order 4: \$22,400.00 (Additional civil/surveying services for Marlow Station. \$23,250 already included in CO3)
- New Contract Total: \$370,200.00

Alternatives for Commission to Consider

1. Approval of Change Order #3 for DPR Architecture for Contract 20-006 for A/E Services for multiple buildings in the amount of \$22,400.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchasing

Funding Source: SPLOST/Fire & Rescue Funds

Attachments:

1. Change Order 4 and documentation



12-A EAST GRADY STREET
POST OFFICE BOX 1382
STATESBORO, GA 30459
(912) 764-6288

KEVIN PALMER
FRANKLYN R. D'ARCANGELO



CHANG ORDER REQUEST

Date 4-Apr-24

Change Order request No. **4**

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

Project Description Contract No. 20-105-006
Architectural / Engineering Services
6 buildings / facilities

*In accordance with proposal for Architect's Services
dated April 13, 2020 the statement of your account is as follows:*

Basic Services Fee including CO #1, CO#2 and CO#3= **\$ 347,800.00**

Description	Included in CO#3	Proposed Amount
1 Marlow Firestation #3 new construction		
A. Survey	\$ 3,500.00	\$ 3,000.00
B. Wetlands Flagging		\$ 2,000.00
C. Layout Conceptual Plan		\$ 2,500.00
D. Civil Base- Paving, Grading, Drainage & erosion control	\$ 13,250.00	\$ 13,800.00
E. Utility Plan With Health Dept Permitting		\$ 2,500.00
F. GDOT Driveway encroachment Permit	\$ 2,500.00	\$ 3,750.00
G. Additional Services		
Flood Plain Permitting		\$ 2,500.00
Onsite Wetlands Encroachment Permitting assistant		\$ 1,500.00
NPDES/NOI Permitting,	\$ 1,000.00	\$ 1,000.00
GSWCC Erosion Control Technical Review	\$ 3,000.00	\$ 4,000.00
Agency Verification / Coordination		\$ 4,100.00
Nationwide Permit		\$ 5,000.00
Subtotal:	\$ 23,250.00	\$ 45,650.00

TOTAL PROPOSED CHANGE ORDER #4	\$ 22,400.00
Total Change Orders to Date	\$ 182,350.00
Total Proposed New Contract Sum	\$ 370,200.00

Frank R. D'Arcangelo
Architect
DPR Architects

Owner
Effingham County Board of Commissioners
804 S. Laurel St.
Springfield GA 31329

By: _____

Date: _____



March 14th, 2024

Mr. Frank D’Arcangelo
DPR Architecture
12A E Grady Street
Statesboro, GA 30458

Re: Proposal PE24999, Marlow Fire Station

Dear Mr. D’Arcangelo,

Thank you for considering us to provide a proposal for engineering services. Parker Engineering understands that your client desires to construct a fire station and associated parking similar to the design of those recently designed for Effingham County. Based on that information, it is assumed that the disturbed area for the site is under 1 acre, thereby negating the need for NPDES permitting and EPD technical review. Additionally, Parker Engineering assumes that onsite sewage and onsite well extension will need to be permitted and likely designed through Effingham County Health Department. Also, Parker Engineering understands that the site will require boundary and topographic survey, which will be provided by Poythress Surveying. The client may contract directly with this firm. Further, Parker Engineering is aware that onsite wetlands flagging and potentially wetlands permitting is required. These services shall be provided by Resource Land Consultants under direct contract with the client. Finally, Parker Engineering understands that GDOT driveway encroachment permitting will be required. The following is a description of civil engineering services associated with this project.

A. SURVEYING (BY POYTHRESS SURVEYING)

- **Boundary Survey** – Perform a boundary survey of the site.
- **Topographic Survey** – Perform a survey of the site, locating marked utilities, impervious areas, and structures, and determining onsite elevations.

B. WETLANDS FLAGGING/PERMITTING (BY RESOURCE LAND CONSULTANTS)

- **Wetlands Flagging** – Delineate onsite wetlands.
- **Agency Verification and/or Coordination (RLC additional service)** – If required, coordinate as required with the USCOE to approve the delineated wetlands boundary.
- **Nationwide Permit (RLC additional service)** – If required, permit through the USCOE to obtain wetlands disturbance permitting.



C. LAYOUT (CONCEPTUAL PLAN)

- **Layout** – Develop conceptual plan and coordinate with the Architect and Effingham County. Upon sketch plan approval, develop staking plan.

D. PAVING, GRADING, DRAINAGE & EROSION CONTROL PLAN

- **Paving, Grading and Drainage Plan** – Design drainage system, provide a grading plan for the area surrounding the building and access to it, and perform drainage calculations to determine pipe sizes if necessary.
- **Stormwater Management Plan** – Design storm piping and detention, accounting for water quality and infiltration.
- **Hydrology Report** – Submit hydrology report to Effingham County.
- **Erosion Control Plan** – Prepare erosion control plans for the site with latest best management practices (BMP's).

E. UTILITY PLAN AND HEALTH DEPARTMENT PERMITTING

- **Septic and Drain Field Design**--Design new septic system (or modify existing septic system) in accordance with state health department standards subject to review by Effingham County health department. Coordinate with MEP for building stub-out location and size.
- **Well Extension/Design**—Design a water extension plan from an existing onsite well (or possibly design a new well) in accordance with state health department standards subject to review by Effingham County health department. Coordinate with MEP for building stub-out location and size.

F. GDOT DRIVEWAY ENCROACHMENT PERMITTING

- **GDOT Permitting** – (Driveway Encroachment Plan): Prepare driveway encroachment plans per GDOT standards.

G. ADDITIONAL SERVICES

- **Flood Plain Permitting** – If a portion of the proposed site must be located within the special hazard flood plain, design the site in accordance with Effingham County flood plain management standards.
- **Onsite Wetlands Encroachment Permitting Assistance** – If a portion of the proposed site must disturb wetlands, coordinate with Resource Land Consultants to provide exhibits for distribution to the USCOE.
- **NPDES/NOI Permitting and EPD Technical Review** – If the disturbed acreage exceeds one acre during specific design, assist the client with online EPD required Notice of Intent to



obtain NPDES permitting. Submit erosion control plans in accordance with the GSWCC checklist for EPD review.

EXCEPTIONS – The following items will not be covered by this proposal.

- As-Built surveying
- Inspections
- Testing
- Construction observation
- Construction staking
- Geotechnical analysis
- Off-site utility design and/or permitting

Parker Engineering will bill monthly based on the amount of work completed.

PROPOSED FEES

Item	Description	Fee
A	Surveying (Poythress Surveying)	\$3,000
B	Wetlands Flagging (RLC)	\$2,000
C	Layout (Conceptual Plan)	\$2,500
D	Paving, Grading, Drainage & Erosion Control Plan	\$13,800
E	Utility Plan and Health Department Permitting	\$2,500
F	GDOT Driveway Encroachment Permitting	\$3,750
	Sub-Total	\$27,550
G	Additional Services	
	Flood Plain Permitting	\$2,500
	Onsite Wetlands Encroachment Permitting Assistance	\$1,500
	NPDES/NOI Permitting	\$1,000
	GSWCC Erosion Control Technical Review	\$4,000
	Agency Verification/Coordination	\$4,100
	Nationwide Permit	\$5,000
	Total (with all additional services added)	\$45,650



Thank you for allowing us to present this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

Wesley Parker, PE

CC: file

AGREEMENT

This AGREEMENT is attached to and made a part of the Letter of Agreement dated 3-21-2024, between **DPR ARCHITECTS** (Owner) and **PARKER ENGINEERING, LLC** (Engineer) and pertain to the project described therein.

1. OWNER'S RESPONSIBILITIES

- 1.1 The Owner shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.
- 1.2 The Owner shall designate in writing a Representative for the work under this Agreement. The Owner's Representative shall have complete authority to transmit the Owner's instructions, policy and decisions pertaining to the project.
- 1.3 The Owner shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.
- 1.4 The Owner warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Owner agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Owner regarding the property which is the subject of the services.

Owner warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Owner's knowledge. Owner agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this agreement.

2. ENGINEER'S RESPONSIBILITIES

- 2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement except work we are contracted to perform and under our direct control.

3. ADDITIONAL SERVICES

- 3.1 Additional services will be provided upon written agreement signed by both parties. Additional Services shall be paid for by the Owner as provided in these AGREEMENT in addition to the compensation for the services described in the Letter Agreement. Any services not described in the Letter Agreement, shall be considered Additional Services
- 3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Owner and Engineer or on the basis of hourly rate and expenses. Time charges shall be at a rate of \$115 per hour. Reimbursable Expenses are as defined in ARTICLE 4 of these AGREEMENT.

4. PAYMENT TO THE ENGINEER

- 4.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be considered overdue after fifteen (15) calendar

days from the invoice date. Work on projects with unpaid invoices forty (40) days old will automatically cease.

- 4.2 Owner recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Owner. Owner agrees to pay all charges not in dispute within 15 days of receipt of Engineer's invoice. Owner agrees that Engineer has the right to suspend or terminate service if undisputed charges are not paid within 40 days of receipt of Engineer's invoice, and Owner agrees to waive any claim against Engineer, and to indemnify, defend, and hold Engineer harmless from and against any claims arising from Engineer's suspension or termination due to Owner's failure to provide timely payment. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice.

5. CONSTRUCTION COST

- 5.1 It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

6. TERMINATION OF AGREEMENT

- 6.1 This agreement may be terminated by either party upon seven days written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination.
- 6.2 This Agreement may be terminated by the Owner upon at least seven days written notice to the Engineer if the Project is permanently abandoned.
- 6.3 If the termination is not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

7. ABANDONED OR SUSPENDED WORK

- 7.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.
- 7.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Owner for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Owner of such abandonment or suspension.

8. LIMITATION OF LIABILITY

- 8.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Owner. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.
- 8.2 Limitation of Liability – Owner's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Owner will limit any and all liability of the Engineer, its Agents or employees, to Owner on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Sixty Thousand Dollars (\$60,000) or the amount of the total fee paid by Owner, whichever is greater.
- 8.3 Claims – In the event that Owner makes a claim against Engineer, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Owner does not succeed in obtaining judgement thereon, or if legal action is brought by the Engineer against Owner to enforce any of the obligations hereunder and we succeed in obtaining judgement thereon, or if legal action is brought by the Engineer against Owner to enforce any of the obligations

hereunder and we succeed in obtaining judgement against Owner thereon, then, in either event, Owner shall pay all costs incurred by Engineer, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

- 8.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failures to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

9. MISCELLANEOUS PROVISIONS

- 9.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.
- 9.2 The Owner and the Engineer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.



This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

Owner's Signature

Date

Frank D'Arcangelo, Owner
Name, Title

Engineer's Signature

3-21-24
Date

G. Wesley Parker
President

Staff Report

Subject: Approval of Quote from TOAST for new card terminal at CEM Concessions

Author: Alison Bruton, Procurement and Capital Projects Manager

Department: Recreation

Meeting Date: April 16, 2024

Item Description: Quote from TOAST for new terminal at CEM Concessions

Summary Recommendation: Staff recommends approval of the Quote from TOAST for new terminal at CEM Concessions

Executive Summary/Background:

- Jeffrey Lonon, Recreation Director, requested this quote from TOAST to add a second card terminal at the CEM Concession stand due to the increase in usage.
- The rate schedule will follow the same as previously approved.
- The monthly fee for the system will be \$35.00, and a one-time payment of \$909.30 for set-up/installation.

Alternatives for Commission to Consider

1. Approval of the Quote from TOAST for new terminal at CEM Concessions
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Recreation, Finance, PCPM

Funding Source: Recreation Operating Budget

Attachments: Quote



QUOTE

Clarence Morgan Complex
1750 Georgia 21
Springfield, GA 31329 US

PREPARED BY

John Roppelt

john.roppelt@toasttab.com

Quote contents

[One-time Costs](#)

[Monthly Recurring Costs](#)


[Payment Processing Rates](#)

[Summary](#)

Valid until

April 25, 2024

QUOTE / ONE-TIME COSTS

 Ways to Pay

Plan	Upfront/ACH	Toast Easy Pay*
Payment Term	n/a	180 Days
Payment Frequency	n/a	Daily**
Hardware	Pay upfront	Pay later**
Software	Pay monthly	Pay monthly
Interest	No interest or fees	No interest or fees
Credit Check	n/a	n/a

* Toast Easy Pay is a 180-day lease offered by Toast, Inc. in the United States only. Terms and conditions apply; see your lease agreement for details. Toast may change or discontinue this product at any time. At the end of the term, you will have the option to purchase your hardware. Toast Easy Pay is unavailable to Mid-Market Enterprise customers. Toast Easy Pay has 100% approval, except for active bankruptcy customers.

**Excluding an upfront security deposit equal to 15% of the total price. On a daily basis, Toast will collect either 0.75% of card sales processed through Toast (for live Toast customers), or 1.75% of card sales processed through Toast (for Toast customers who have not yet gone live), and apply it to the total amount of your lease. If the total amount of your lease is not fully collected through withholding, Toast will collect any remaining balance via ACH of the bank account on file at the end of the term.

Subtotals	
Software Recurring Costs	\$35.00
Estimated Payroll Recurring Costs*	\$0.00

Software Subscriptions

Product Name	List Price	Quantity	List Total Price		Discount	Your Total Price
Additional Tablet Monthly Software Subscription	\$50.00	1	\$50.00		30.00%	\$35.00
Online Ordering Monthly Subscription	\$75.00	1	\$0.00		30.00%	\$0.00
Software Monthly Subscription	\$90.00	1	\$0.00		30.00%	\$0.00
Kitchen Display Screen Monthly Subscription	\$25.00	1	\$0.00		30.00%	\$0.00
Subtotal			\$50.00			\$35.00

Payment Processing Rates

Pricing Structure	Flat Rate
American Express Processing Type*	OptBlue

Applicable Card Type	Visa/Mastercard/Discover	American Express
Card Present Rate <i>(swiped, tapped, or dipped transactions)</i>	2.2900% + \$0.15	3.2900% + \$0.15
Card-Not-Present Rate <i>(keyed and online)</i>	3.5000% + \$0.15	3.8900% + \$0.15

*OptBlue®: The OptBlue® Program from American Express provides you with an easy solution to accepting American Express the same way you accept Visa, Mastercard, and Discover.

*AMEX Direct: A merchant account is set up directly with American Express, and you provide your American Express Merchant ID to Toast for enablement. Toast conveys all American Express transactions to American Express, and they are responsible for billing and settlement. Toast charges a small processing fee for this service.

 **Your Total Savings**

Total One-Time Savings	\$389.70
Total Estimated Recurring Savings*	\$15.00

* Total Estimated Recurring Savings includes Payroll Software (if applicable), which is an estimated total charge based on employee and location count estimates on this quote. Savings not inclusive of months free promos.

Totals

One-Time Total	\$909.30
Recurring Total*	\$35.00

*If Payroll is included on this quote, Recurring Total is an estimated fee dependent on employee and location count at time of billing (see language in Payroll Subscription section). Therefore, Recurring Total may not reflect actual amount at time of billing.

Terms & Conditions

Payment Term - Hardware & Implementation	ACH on Shipping
Billing frequency	Monthly
Contract Term	Months
Contract Start Date	Sign Date + *
Deposit Amount	\$500.00
Quote Expiration Date	04/25/2024

*Software billing for point of sale Software shall commence on the earlier of (i) Contract Start Date which is defined as X days from the Effective Date of this Order and (ii) the Go-Live Date

This quote is an estimate, subject to change and does not include sales tax or shipping.

The purchase of any Cisco Meraki networking equipment includes a 3-Year Meraki License Fee. Customer will pay separately for these license fees after year 3.

The prices quoted above are valid until the expiration date listed in the footer and included in the table above as Quote Expiration Date.

If you have purchased Payroll, your Payroll Contract Start Date can be found on your Toast Payroll & Team Management Service Agreement Order Form.

Additional Terms Product, Promotional, and Payment Terms & Conditions:

Additional Onboarding & Implementation Terms & Conditions:

This quote reflects our best estimate of the amount of time and support required to install the hardware, work with you to setup the Toast software, conduct basic POS training with your staff, and support you during your first day live. These estimates are based upon our understanding of your business and installation needs as well as our experience with the amount of time we have spent on similar customers in the past. However, this is just our best estimate. The Onboarding & Implementation amounts billed may change if scope is expanded at your request or if the work becomes more complex than our understanding at the time this quote was created, and the fees will be adjusted accordingly.

Standard Toast hours are 7am to 9pm local time, Monday – Friday. Toast service days are assumed to be 8 hours long. Onsite & Remote Site Surveys, Hardware Installation and Staff Training is available Monday – Friday 7am-9pm local time. Additional hours accrued will incur additional fees for each technician required.

3rd Party Implementations include onsite installation but REMOTE configuration, training, and go-live support.

Toast does not provide cabling services and the estimates provided above do not cover cabling costs. If cabling is required, Toast can recommend a local partner.

Site readiness is very important and a key driver to a successful go-live. Toast's site readiness requirements can be found here: [Site-Readiness Guide](#). If our technician arrive onsite and are not able to install the system because requirements were not met, then a service fee will be assessed.

After scheduling an installation / go-live date, you have until 7 days before the scheduled date to cancel the service appointment. Cancelling within 7 days of the service appointment will incur a service fee for each and every appointment canceled.

Staff Report

Subject: Approval of the Engineering Evaluation and Feasibility Study of the Effingham County Water Treatment Plant – Phase I

Author: Tim Callanan, County Manager

Department: County Manager

Meeting Date: April 16, 2024

Item Description: Engineering Evaluation and Feasibility Study of the Effingham County Water Treatment Plant – Phase I

Summary Recommendation: Staff recommends approval of the Engineering Evaluation and Feasibility Study of the Effingham County Water Treatment Plant – Phase I.

Executive Summary/Background:

Currently, Effingham County Board of Commissioners purchases water from the City of Savannah. ECBOC has requested assistance from Goodwyn Mills Cawood (GMC) to determine the feasibility of building a new plant versus purchasing water from the City of Savannah. If feasible, Effingham County needs assistance in developing a Source Water Assessment Plan, Design Development Report, and associated regulatory permits to move to a detailed design of a new intake and treatment facility. GMC will approach this in two phases with Phase I addressing feasibility and Phase II occurring if determined feasible. The estimated time for completion of Phase I is 7 weeks, with a total cost of \$37,000.00. The tasks of Phase I include:

- Task 0 – Project Management
- Task 1 – Community Engagement
- Task 2 – Distribution
- Task 3 – Source Water Assessment
- Task 4 – Demand Projections & Capacity Analysis
- Task 5 – Treatment and Piloting
- Task 6 – Regulatory
- Task 7 Design Development Report

The proposal has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider:

1. Approve the Engineering Evaluation and Feasibility Study of the Effingham County Water Treatment Plant – Phase 1 for the total cost of \$37,000.00.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative number 1

Other Alternatives: 2 or 3

Department Review: County Manager, County Attorney

Funding Source: Water System Fund

Attachments: Engineering Evaluation and Feasibility Study of the Effingham County Water Treatment Plant Proposal from GMC



Goodwyn Mills Cawood

617 East McBee Avenue
Suite 200
Greenville, SC 29601

T (864) 527-0460
F (864) 527-0461

www.gmcnetwork.com

April 8, 2024

Effingham County Board of Commissioners
Tim Callanan
County Manager
804 South Laurel Street
Springfield, GA 31329

RE: Engineering Evaluation of the Effingham County Water Treatment Plant

Dear Mr. Callanan:

Thank you for the opportunity to submit a proposal for the **Engineering Evaluation of the Effingham County Water Treatment Plant (WTP)**. Our team is composed of professionals committed to meet your needs and the goals for that will be established for the project. We have prepared this proposal for your review and look forward to working with you throughout this evaluation.

In accordance with our conversations, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

PROJECT SCOPE:

Currently Effingham County purchases water from the City of Savannah. Effingham County desires assistance on determining the feasibility for building a new plant versus purchasing water from Savannah. If feasible, Effingham County needs assistance in developing a Source Water Assessment Plan, Design Development Report, and associated regulatory permits to move to detailed design of a new intake and treatment facility. GMC will approach this in two phases with Phase I addressing feasibility and Phase II occurring if determined feasible.

GMC will perform the orange and bold tasks associated with Phase I below which will be incorporated into the evaluation if the results prove to be feasible. The following tasks are as follows: Kick-off Meeting, Development of Stakeholder Strategy, Review Water Model, Conduct meeting with EPD, Develop permitting requirements and schedule, Develop and define planning window, Review/update population and demand projections, Perform site selection, Perform feasibility analysis comparing buying water versus building by evaluating two options/cost models, and Feasibility Workshop. The estimated time complete Phase I is **7 weeks** after the commencement of Task 1 as identified below.



A. SCOPE:

Below is the scope as we understand it:

Phase I: Study/Preliminary Engineering

Task 0 - Project Management

Project management shall consist of all meetings associated with the scope of work. GMC will perform the following Project Management tasks:

- **Kick-off Meeting**
- **WS0: Feasibility Workshop**
- WS1: Stakeholder Workshop
- WS2: Distribution
- WS3: Source Water Workshop
- WS4: Demand Projections and Capacity Workshop
- WS5: Treatment Technology
- WS6: Regulatory
- WS7: DDR

Task 1 - Community Engagement

Community Engagement shall include providing assistance/support to Effingham County engaging with the community to inform those about the pursuit of a new water treatment plant and intake. GMC will perform the following Community Engagement tasks:

- **Development of Stakeholder Strategy**
- Stakeholder involvement
- Public/Stakeholder Involvement
- Development Technical Memorandum 1
- Delivery of Technical Memorandum 1

Task 2 – Distribution

Distribution shall include the appropriate raw water and transmission mains. GMC will perform the following Distribution tasks:

- Review, validate, update existing water model
- Perform alternatives analysis of site locations and distribution routes
- Development Technical Memorandum 2
- Delivery of Technical Memorandum 2

Task 3 - Source Water Assessment

Source Water Assessment shall include activities associated with maintaining the water quality of the Savannah River. GMC will perform the following Source Water Assessment tasks:

- **Conduct meeting with EPD**
- Develop Source Water Assessment Plan
- Perform water sampling and water analysis will be covered as an allowance
- Develop Engineering Report per EPD
- Development Technical Memorandum 3
- Delivery of Technical Memorandum 3



Task 4 - Demand Projections and Capacity Analysis

Demand Projections and Capacity Analysis shall include the review of existing and development of projected water demands and performing cost-benefit analysis for the planning horizon. GMC will perform the following Demand Projections and Capacity Analysis tasks:

- **Develop and define planning window**
- **Review/update population and demand projections**
- **Perform site selection**
- **Perform feasibility analysis comparing buying water versus building by evaluating two options/cost models**
- Develop and define future demands
- Development Technical Memorandum 4
- Delivery of Technical Memorandum 4

Task 5 - Treatment and Piloting

Treatment and Piloting shall include review of water treatment technologies and performing studies to determine the treatability of the raw water source. GMC will perform the following Treatment and Piloting tasks:

- Perform treatment technology review
- Develop a plan for treatability or piloting
- Piloting selection (if required)
- Develop capital and operational cost estimates
- Development Technical Memorandum 5
- Delivery of Technical Memorandum 5

Task 6 - Regulatory

Regulatory activities shall include determining the permitting requirements to construct the project. GMC will perform the following Regulatory tasks:

- **Develop permitting requirements and schedule. Permits anticipated to be required shall include: SWWP, USACE, ESA (Wetland, Endangered Species, USFW, Cultural, SHPO), and EPD**
- Determine additional environmental documentation and permitting requirements based on specific project location and project funding
- Development Technical Memorandum 6
- Delivery of Technical Memorandum 6

Task 7 - Design Development Report

Design Development Report shall be the basis of design for the project. GMC will perform the following Design Development Report tasks:

- Development of Design Development Report
- Receive and address comments
- Development Final Design Development Report
- Delivery of Final Design Development Report



B. ASSUMPTIONS/EXCLUSIONS:

Assumptions:

- One water source is being evaluated
- Piloting is included in the schedule (duration is unknown),
- Minimum of 6 months of sampling is required
- The existing water model is in working order to draw conclusions regarding required improvements

Exclusions:

- Site survey
- Geotechnical investigation
- Site selection consulting (appraisal, realty)
- Piloting rental, installation, and management
- Resiliency evaluation (climate change, severe weather, sea level rise)
- Field delineation of waters of the U.S.
- Surveys for protected species
- Surveys for cultural/historic resources
- Modeling or FEMA coordination related to potential impacts to floodplains
- Design and construction

Separate costs will be provided to perform these services once the specific proposed project area has been determined.

B. COMPENSATION:

We propose performing the work illustrated above under the “Scope of Services” section in accordance with the attached cost estimate breakdown.

Phase I	Basic Services Fee
Task 0 - Project Management	\$12,000
Task 1 - Community Engagement	\$2,000
Task 2 - Distribution	\$0
Task 3 - Source Water Assessment	\$5,000
Task 4 - Demand Projections & Capacity Analysis	\$18,000
Task 5 - Treatment and Piloting	\$0
Task 6 - Regulatory	\$0
Task 7 - Design Development Report	\$0
Expenses	\$0
Total	\$37,000

Phase II	Basic Services Fee
Task 0 - Project Management	\$56,300
Task 1 - Community Engagement	28,400
Task 2 - Distribution	\$41,500
Task 3 - Source Water Assessment	\$137,100
Task 4 - Demand Projections & Capacity Analysis	\$12,500
Task 5 - Treatment and Piloting	\$33,000
Task 6 - Regulatory	\$26,400



Task 7 - Design Development Report	\$24,800
Expenses	\$12,000
Total	\$372,000

The basic services fees are lump sum and will be invoiced monthly as work progresses.

	Allowances
Task 3 - Water Quality Analysis	\$50,000
Total	\$50,000

PAYMENT TERMS:

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

C. PROJECT SCHEDULE:

We propose performing the work illustrated above under the “Scope of Services” section in accordance with the schedule duration breakdown below.

	Estimated Duration
Task 1	19 weeks
Task 2	13 weeks
Task 3	37 weeks
Task 4	26 weeks
Task 5	35 weeks
Task 6	35 weeks
Task 7	11 weeks
Total	63 weeks

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. However, from time-to-time circumstances outside of our control will influence project schedules. Schedule risks are existing water model quality (Task2), SWAP approval (Task 3), EPD required water sampling (Task 3), Piloting (Task 5), Permitting (Task 6).

We will commence **Task 1** work on May 13, 2024 if receiving the signed agreement prior or 14 days after receiving the signed agreement.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.



Sincerely:
GOODWYN MILLS AND CAWOOD, LLC.

James C. Vaughn, P.E.
Engineering Market Leader

Staff Report

Subject: Ordinance Amendment, Part 1- Article II, Board of Commissioners
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 04/16/2024
Item Description: Consideration to approve the First Reading to amend **Part 1- Related Laws, Article II – Board of Commissioners** of the Effingham County Code of Ordinances

Summary Recommendation:

Staff recommends approval of the request.

Executive Summary:

The Code of Ordinances of Effingham County, Georgia is an evolving document often modified based on growth and development needs and new legislation.

Background:

The Georgia General Assembly passed amended legislation, (House Bill 1257) March 14, 2012 related to the Board of Commissioners of Effingham County. The original act was created July 26, 1921. This legislation has not yet been incorporated into the county Code of Ordinances.

Alternatives for Commission to Consider:

1. Approve the First Reading to amend Part 1 – Related Laws, Article II – Board of Commissioners of the Effingham County Code of Ordinances
2. Do not the First Reading to amend Part 1 – Related Laws, Article II – Board of Commissioners of the Effingham County Code of Ordinances

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A

Department Review: County Clerk/County Attorney

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

Attachments:

1. Ordinance Amendment
2. House Bill 1257

Amendment to Part 1, Article II, Section 2, Section 5, Section 6

Sec. 2. - Terms.

. The chairperson shall be the official spokesperson for the board. At the first regular meeting in January of each year, the board shall elect from its members a vice chairperson. In the event of the death, disqualification, or resignation of the chairperson, the vice chairperson shall perform the duties and have the authority of the chairperson until a new chairperson is elected or appointed as provided in this Act. The vice chairperson shall preside at board meetings in the absence of the chairperson. In the event of a vacancy in the office of vice chairperson, the board shall elect a new vice chairperson to serve for the remainder of the unexpired term.

(2007 Ga. Laws, Act No. 104, § 3)

Sec. 3. - Vacancies in office.

(a)Any vacancy in the office of chairperson or member of the board for any reason other than the expiration of the term of office which occurs more than 180 days before the expiration of a term of office shall be filled by special election.(b)Any vacancy in the office of chairperson or member of the board which occurs 180 days or less before the expiration of a term of office shall be filled by the remaining members of the board appointing a successor, and such appointment shall be made within 15 days after the vacancy occurs.(c)Any person elected or appointed to fill a vacancy must meet all qualifications for election to the office; and any person elected or appointed to fill a vacancy shall serve for the remainder of the unexpired term.(d)In the event a member moves his or her residence from the district he or she represents, a vacancy shall exist from such district and shall be filled in the same manner as other vacancies are filled.(e)All elections to fill vacancies shall be conducted in accordance with Chapter 2 of Title 21 of the O.C.G.A., known as the Georgia Election Code.

(1972 Ga. Laws, p. 3588; 2007 Ga. Laws, Act No. 104, § 4)

Sec. 4. - Compensation.

(a)Each member of the board, other than the chairperson, shall receive as his or her base compensation for services an amount equal to 20 percent of the minimum salary established by general law for the sheriff of Effingham County. The chairperson shall receive as his or her base compensation for services an amount equal to 22 percent of the minimum salary established by general law for the sheriff of Effingham County.(b)On and after July 1, 2001, whenever the sheriff of Effingham County receives a cost-of-living increase of a certain percentage or a certain amount, the amounts fixed in the minimum salary schedule in subsection (a) of this section or the amounts derived by increasing each of said amounts through the application of longevity increases pursuant to subsection (c) of this section, where applicable, shall be increased by the same percentage or same amount applicable to such sheriff.(c)The amounts provided in subsection (a) of this section, as increased by subsection (b) of this section, shall be increased by multiplying said amounts by the percentage which equals 5 percent times the number of

completed four-year terms of office served by any member of the board or by the chairperson after December 31, 2001, effective the first day of January following the completion of each such period of service.(d)The amounts provided in subsection (a) of this section, as increased by subsections (b) and (c) of this section, shall be increased by 20 percent for any commissioner who successfully completes the voluntary commissioner training certification program offered by the Carl Vinson Institute of Government.

(1980 Ga. Laws, p. 3523, § 3; 1988 Ga. Laws, p. 3856; 1993 Ga. Laws, p. 4378; 1999 Ga. Laws, Act No. 51, § 1; 2001 Ga. Laws, Act No. 22, § 1)

Sec. 5. - Meetings.

The board shall hold its regular meetings on the first and third Tuesdays of each month, in the Office of the Board of Commissioners of the County of Effingham. The board may meet in extraordinary session as often as the affairs of the county may require, upon call of the chairperson or any other three members of the board. The chairperson shall preside at all meetings of the board and shall have the authority to set the agenda and order of the agenda for the meetings. Board members and staff shall have the authority to place items on the agenda for consideration by the board in accordance with ordinances, resolutions, or policies adopted by the board.

(Res. of 8-3-2004; 2007 Ga. Laws, Act No. 104, § 5)

Sec. 6. - Quorum.

At all meetings of the board, four commissioners shall constitute a quorum, and no order shall be passed, no business transacted, nor any other action taken in regard to any county matter except upon the vote of at least three members. At least three votes shall be necessary to decide any question. The chairperson shall vote on matters before the board only if necessary to break a tie."

(2007 Ga. Laws, Act No. 104, § 6)

Sec. 7. - Oath of office.

The said board of commissioners of roads and revenues shall qualify and sign the oath of office required by law in the presence of the ordinary of said County of Effingham, and when said oaths are thus signed and attested they shall be recorded upon the minutes of the ordinary and the necessary certificate shall be forwarded to the governor of said state, or the officer directed by law to receive same.

Sec. 8. - Jurisdiction; powers; duties.

The said board of commissioners of roads and revenues of said county shall have original and exclusive jurisdiction over the following subject matter, to-wit:

First, in directing and controlling all of the property of said county as they may deem expedient according to law, including the courthouse, the jail and the pauper and county farms.

Second, in levying a general tax for general purposes and a special tax for special purposes according to law.

Third, in establishing, working, altering or abolishing all public roads, bridges and ferries, in conformity with the law.

Fourth, in establishing and changing election precincts and militia districts.

Fifth, in examining, settling and allowing all claims against said county duly authorized by law.

Sixth, in examining and auditing the accounts of all officers, having the care, management, keeping, collecting or disbursement of money belonging to the county, or appropriated for its use and benefit, and bringing them to a settlement.

Seventh, in making such rules and regulations for the support of the poor of the county, for the promotion of health, as are granted by law or not inconsistent therewith.

Eighth, in establishing, amending, or abolishing ordinances, rules, and regulations in conformity with the law governing the zoning of land, preservation of the peace, and well-being of the residents of said county and the protection and preservation of the property of said county, and to prescribe punishments for violations of ordinances and regulations enacted pursuant to this Act, such punishment to include fines or periods of imprisonment, or both, in conformity with the laws of this state as now existing or hereafter enacted.

Ninth, to exercise such powers as are necessary to the proper exercise of the jurisdiction of the said board of commissioners; each and all of the above-stated powers to be exercised in conformity to law as now existing or hereafter enacted.

(1980 Ga. Laws, p. 3523, § 4; 1994 Ga. Laws, p. 3822)

House Bill 1257 (AS PASSED HOUSE AND SENATE)

By: Representatives Burns of the 157th and Purcell of the 159th

A BILL TO BE ENTITLED
AN ACT

1 To amend an Act creating a Board of Commissioners of Roads and Revenues for the County
2 of Effingham, approved July 26, 1921 (Ga. L. 1921, p. 466), as amended, so as to revise the
3 powers and duties of the chairperson of the board; to provide for meetings; to provide for
4 quorum and voting; to provide an effective date; to repeal conflicting laws; and for other
5 purposes.

6 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

7 **SECTION 1.**

8 An Act creating a Board of Commissioners of Roads and Revenues for the County of
9 Effingham, approved July 26, 1921 (Ga. L. 1921, p. 466), as amended, is amended by
10 revising Section 2 as follows:

11 "SECTION 2.

12 The chairperson shall be the official spokesperson for the board. At the first regular
13 meeting in January of each year, the board shall elect from its members a vice chairperson.
14 In the event of the death, disqualification, or resignation of the chairperson, the vice
15 chairperson shall perform the duties and have the authority of the chairperson until a new
16 chairperson is elected or appointed as provided in this Act. The vice chairperson shall
17 preside at board meetings in the absence of the chairperson. In the event of a vacancy in
18 the office of vice chairperson, the board shall elect a new vice chairperson to serve for the
19 remainder of the unexpired term."

20 **SECTION 2.**

21 Said Act is further amended by revising Section 5 as follows:

22 "SECTION 5.

23 The board shall hold its regular meetings on the first and third Tuesdays of each month in
24 the Office of the Board of Commissioners of the County of Effingham. The board may
25 meet in extraordinary session, as often as the affairs of the county may require, upon the

26 call of the chairperson or any other three members of the board. The chairperson shall
27 preside at all meetings of the board and shall have the authority to set the agenda and order
28 of the agenda for the meetings. Board members and staff shall have the authority to place
29 items on the agenda for consideration by the board in accordance with ordinances,
30 resolutions, or policies adopted by the board."

31 **SECTION 3.**

32 Said Act is further amended by revising Section 6 as follows:

33 "SECTION 6.

34 At all meetings of the board, four commissioners shall constitute a quorum, and no order
35 shall be passed, no business transacted, nor any other action taken in regard to any county
36 matter except upon the vote of at least three members. At least three votes shall be
37 necessary to decide any question. The chairperson shall vote on matters before the board
38 only if necessary to break a tie."

39 **SECTION 4.**

40 This Act shall become effective on January 1, 2013.

41 **SECTION 5.**

42 All laws and parts of laws in conflict with this Act are repealed.

Staff Report

Subject: Approval and publication of new job description and job title for our CHINS Program.

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: April 16, 2024

Item Description: Approval and publication of new job description and job title for our CHINS Program.

Summary Recommendation:

Staff requests authorization to approve and publish a new job description and title for our CHINS Program.

Executive Summary/Background

CHINS Administrative Assistant: This classification aims to assist the CHINS Coordinator in daily activities and provide clerical support to ensure smooth and efficient departmental/office operations.

Alternatives for Commission to Consider

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

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager and Human Resources.

Funding Source: Funding through the current budget.

Attachment: CHINS Administrative Assistant Job Description



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: CHINS Administrative Assistant	Job Code:
Reports to: CHINS Coordinator	FLSA Status: Non-Exempt
Department: County Manager	Approved

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

Position Overview:

This classification aims to assist the CHINS Coordinator in daily activities and provide clerical support to ensure smooth and efficient departmental/office operations.

Principal Duties and Responsibilities (Essential Functions):**

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

Identifies needs for supportive services by observing behavior and reviewing records; listens carefully to concerns and asks practical questions to assist individuals in expressing true feelings. Assists families and youth in understanding the individual plan and program goals. Advises families and youth of other resources and makes appropriate referrals as needed with supervisors' approval.

Provide various services to facilitate the treatment of assigned youth—schedule visits with youth and family. Ensure the youth attend required sessions and appointments as specified in the CHINS agreement. Participate in conferences to evaluate the youth's progress. Establish and maintain effective working relationships with law enforcement and juvenile court. Conduct periodic follow-ups with other agencies providing services to assigned youth to monitor attendance and progress.

Provide intake services as delegated by receiving referrals from law enforcement agencies, the school system, the Department of Juvenile Justice, and the public concerning juveniles and taking appropriate action. Collect information and determine the validity of referrals per established procedures. Ascertain the place of residence, age, and the need for an individualized plan. Collects data and advises youth and family of their responsibilities.

Maintains records on youth enrolled in the CHINS program, contacts, and case management services, ensures effective follow-up, and provides data for required



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: CHINS Administrative Assistant

Job Code:

reporting. Maintain accurate, up-to-date records of all assessments, youth/family involvement, outside agency communication, and other contacts. Write concise, precise, and organized progress notes and other case documentation. Records school enrollment and attendance. Prepare required documents, case forms, and other materials in compliance with laws, rules, policies, and procedures; maintain confidentiality of juvenile's enrolled records following state law.

Supervise youth placed in the program, including home/office/school visits through day and telephone contacts per program guidelines. Establish a checkpoint for individuals to submit documents.

Attend Juvenile Court hearings and other meetings pertinent to the position.

Answers the telephone; answers inquiries from the public; maintains schedules and calendars; makes appointments.

Prepares, implements, and administers office procedures; establishes and administers office goals; ensures compliance with policies and rules.

Prepares or completes various forms, reports, correspondence, or other documents.

Operates a computer to enter, retrieve, review, or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

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

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

Work schedules, hours of work, and days off may be changed at any time at the supervisor's discretion to fit the County's needs.

Regular and routine attendance at work is required.

ADDITIONAL FUNCTIONS



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: CHINS Administrative Assistant	Job Code:
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Aids other employees or departments as needed.
 Performs other related duties as required.

MINIMUM QUALIFICATIONS

Must Be at least 18 years of age.

High School diploma or equivalent.

Maintain a clear criminal record.

Ensure everyone completes continuing education.

Adhere to all other requirements established in these rules.

Failure to adhere to the above requirements shall subject the department or individual to sanctions as these rules provide.

OCGA §42-8-106.1, and O.C.G.A §42-3-10

PERFORMANCE APTITUDES

Data Utilization:

Requires the ability to review, classify, categorize, prioritize, and analyze data. This includes discretion in determining data classification and referencing such analysis to established standards to recognize actual or probable interactive effects and relationships.

Human Interaction:

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

Verbal Aptitude:

Requires utilizing various reference, descriptive, or advisory data and information.

Mathematical Aptitude:



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: CHINS Administrative Assistant	Job Code:
--	------------------

It requires the ability to perform addition, subtraction, multiplication, and division, calculate decimals and percentages, utilize principles of fractions, and interpret graphs.

Functional Reasoning:

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

Situational Reasoning:

It requires the ability to exercise judgment, decisiveness, and creativity in situations involving evaluating information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability:

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

Sensory Requirements:

Some tasks require perceiving and discriminating sounds and visual cues or signals, and some require the ability to communicate orally.

Environmental Factors:

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

Staff Report

Subject: Rezoning (Third District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 16, 2024
Item Description: **Sue Anderson** as agent for **SB Homes, LLC** requests to **rezone** +/- 6.982 acres from **AR-1** to **R-1** to allow for an addition to residential lots. Located on Old Louisville Road. **[Map# 272 Parcel# 27]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 6.982 acres from **AR-1** to **R-1** to allow for an addition to residential lots.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to R-1, as the parcel to the west (272-29) that the applicant owns is also zoned R-1. The applicant would like to expand the residential lots in this area.
- These parcels are surrounded by R-1 zoned parcels.
- The parcels are currently served by City of Guyton water and private septic systems.
- This rezoning will be consistent with the Future Land Use Map (FLUM) which projects these parcels to be agriculture/residential.
- At the April 2, 2024, Board of Commissioners Meeting, the 5.272 acres was rezoned to R-1, this is now the second parcel of the initial application.

Alternatives

1. Approve the request to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots with the following conditions:

- A common access shall be the entrance for this development or rear loading lots with ally way access will be acceptable; to minimize multiple encroachments on Old Louisville Road.
- This rezoning is only for the 6.982 parcel (272-27)

2. Deny the request for to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots.



Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:	1. Rezoning application and checklist	3. Plat	5. Deed
	2. Ownership certificate/authorization	4. Aerial photograph	

RZN-24-7	Primary Location	Applicant
Rezoning Application	0	 Sean Barlow
Status: Active	,	 912-657-5300
Submitted On: 1/30/2024	Owner	 sgahomes@comcast.net
		 2929 Wyatt Road Louisville, GA 30434

Staff Review

 **Planning Board Meeting Date***

03/12/2024

 **Board of Commissioner Meeting Date***

04/02/2024

 **Notification Letter Description ***

an addition to residential lots.

 **Map #***

272

 **Parcel #***

27, 27A

 **Staff Description**

 **Georgia Militia District***

10

 **Commissioner District***

3rd

 **Public Notification Letters Mailed**

02/19/2024

 **Board of Commissioner Ads**

02/21/2024

🔒 Planning Board Ads

03/13/2024

🔒 Request Approved or Denied

—

🔒 Letter & ZMA Mailed

—

Applicant Information

Who is applying for the rezoning request?*

Agent

Applicant / Agent Name*

Sue Anderson

Applicant Email Address*

sgahomes@Comcast.net

Applicant Phone Number*

912-657-5300

Applicant Mailing Address*

5805 Hwy 21 S

Applicant City*

Rincon

Applicant State & Zip Code*

GA 31326

Property Owner Information

Owner's Name*

SB Homes, LLC

Owner's Email Address*

seanbarlowr@yahoo.com

Owner's Phone Number*

706-360-5787

Owner's Mailing Address*

2929 Wyatt Road

Owner's City*

Louisville

Owner's State & Zip Code*

GA 30434

Rezoning Information

Present Zoning of Property*

AR-1 (Agricultural Residential 5 or More Acres)

Proposed Zoning of Property*

R-1 (Single Family Residential)

Map & Parcel *

272-27A & 272-27

Road Name*

Old Louisville

Proposed Road Access* ?

Existing access

Total Acres *

5.272

Acres to be Rezoned*

5.272

Lot Characteristics *

Vacant land

Water Connection *

Public Water System

Name of Supplier*

City of Guyton

Sewer Connection

Private Septic System

Justification for Rezoning Amendment *

Parcel #02720029 I currently own is zoned R-1 that backs up to parcel.

Digital Signature*

✔ Sean Barlow
Jan 29, 2024

29 PG:741-741
22023000232

FILED IN OFFICE
CLERK OF COURT
12/21/2023 10:09 AM
SON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

James E. Bragg

DATA WAS COLLECTED USING A TOPCON STATION, CARLSON RTX DATA COLLECTOR AND A BRX6+ GPS.

PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA, AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS. IT HAS BEEN CALCULATED FOR CLOSURE AND IS TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET. BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL BEARINGS, MEASUREMENTS OF COURSES, DISTANCES, POINTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY SURVEY AND IN MY OPINION THIS IS A CORRECT ENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE PROFESSIONAL ENGINEERING AND SURVEYING ACT OF 1978.

MARK GLISSON, THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO GUARANTEES THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY WITHIN THE CERTIFICATION, AS SHOWN HEREON, ARE PURELY A STATEMENT OF HIS PERSONAL OPINION BASED ON HIS KNOWLEDGE, INFORMATION AND BELIEF, AND NOT ON ANY FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THIS CERTIFICATION IS NOT EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE OF ANY KIND. DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE PRECISION OF 1 FOOT IN 25,000 FEET. AN ANGULAR ERROR OF 5 SECONDS PER ANGLE WAS ADJUSTED USING THE COMPASS RULE.

YOUR CERTIFICATION

RECALCULATED BY SUBSECTION (G) OF O.C.G.A. SECTION OF 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL GOVERNMENTS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS OF THE COUNTY, CITY, OR STATEMENTS HEREON, SUCH AS APPROVALS OR STAMPS, OR STATEMENTS OF THE APPROPRIATE GOVERNMENTAL AGENCIES. ANY PURCHASER OF USER OF THIS PLAT AS TO INTENDED USE OF ANY PART THEREOF, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT HE OR SHE COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYING IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

William Mark Glisson 12/19/2023 DATE
WILLIAM MARK GLISSON RLS #3316
800' 300' 800'

IC SCALE 1" = 300'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N35°41'51"E	173.47'	1859.86'	173.53'	5°20'46"	36.83'
LINE	BEARING	HORIZ DIST	LINE	BEARING	HORIZ DIST	
L1	S19°09'07"E	175.00'	L5	S19°09'07"E	161.00'	
L2	N4°33'05"E	90.34'	L6	S69°38'57"W	489.52'	
L3	S19°57'00"E	199.86'	L7	S69°31'32"W	437.50'	
L4	S1°41'07"E	144.50'				

FLOOD INFORMATION:
FEMA FLOOD MAP: (1310300245E)
EFFECTIVE DATE: (5/16/2015)
THIS AREA IS NOT LOCATED IN A FLOOD HAZARD AREA
FLOOD ZONE:
"X" AREA OF MINIMAL FLOOD HAZARD

N/F
JAMES B. &
AMBER J. DEASON
PARCEL #:(0272F001A01)
(DB 2323 PG 718)
(PB D115 PG B1)

N/F
SB HOMES LLC.
PARCEL #:(02720028)
(DB 2657 PG 983)
(PB A291 PG C)

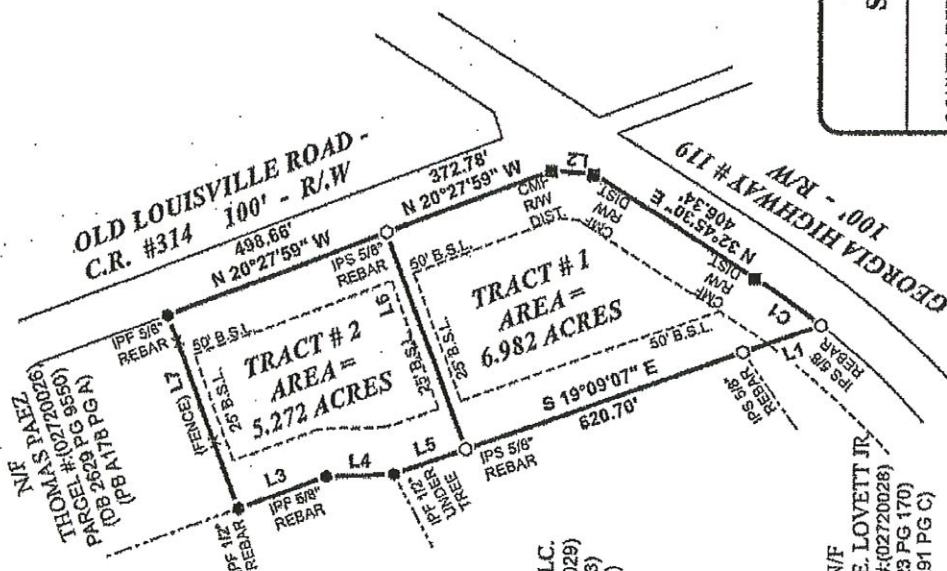
N/F
WENDELL E. LOVETT JR.
PARCEL #:(02720028)
(DB 1923 PG 170)
(PB A291 PG C)

PREPARED BY:



WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964
377 TUCKER ROAD, CLAXTON, GEORGIA 30417
RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
WMGLISSON@BELLSOUTH.NET

SURVEY OF PARCEL #:(02720027) BEING SUBDIVIDED INTO TWO TRACTS LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA



SURVEY FOR:
SB HOMES

REFEREN
1. DB 2478
2. PB 27 PG

COUNTY: EFFINGHAM STATE: GE

GMD: 10th

DATE: 12/12/2023

SCALE:

FILE NUMBER: 23464

DRAWN

TOTAL AREA: = 12.254 ac

FIELD SURVEY DATE: 12/12/2023

Item XV. 1.

272-27A



272-27A



1/30/2024

Roads

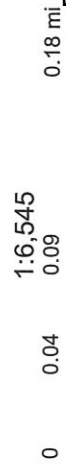
- Tax Parcels
- Tax Parcel Labels

Effingham County Zoning

- AR-1
- AR-2
- R-1
- Other

Efn_fin_cache

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Item XV. 1.

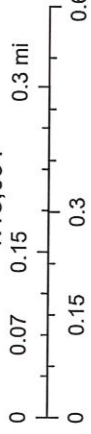
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

272-27A



1/30/2024

1:13,091



- Red: Band_1
- Green: Band_2
- Blue: Band_3

- Municipal Boundaries
- Efn_fin_cache

- R-1
- I-1
- Other

- AR-1
- AR-2

- Roads
- Tax Parcels
- Tax Parcel Labels

Item XV. 1.

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap
 USGS, METI/NASA, EPA, USDA

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Sue Anderson as agent for SB Homes, LLC – (Map # 272 Parcels # 27A & 27)** from AR-1 to R-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 **Sue Anderson as agent for SB Homes, LLC – (Map # 272 Parcels # 27A & 27)** from AR-1 to R-1 zoning.

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

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

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

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

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

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

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

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

D.B.

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL _____

Of the rezoning request by applicant ^{5.272 only} **Sue Anderson as agent for SB Homes, LLC** – (Map # 272 Parcels # 27A & 27) from **AR-1** to **R-1** zoning.
 later at called meeting

- 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. 2.
(9)

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Sue Anderson as agent for SB Homes, LLC** – (Map # 272 Parcels # 27A & 27) from AR-1 to R-1 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

R.T.

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: April 16, 2024
Item Description: **Sue Anderson** as agent for **SB Homes, LLC** requests to **rezone** +/- 6.982 acres from **AR-1** to **R-1** to allow for an addition to residential lots. Located on Old Louisville Road. **[Map# 272 Parcel# 27]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 6.982 acres from **AR-1** to **R-1** to allow for an addition to residential lots.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is requesting to rezone to R-1, as the parcel to the west (272-29) that the applicant owns is also zoned R-1. The applicant would like to expand the residential lots in this area.
- These parcels are surrounded by R-1 zoned parcels.
- The parcels are currently served by City of Guyton water and private septic systems.
- This rezoning will be consistent with the Future Land Use Map (FLUM) which projects these parcels to be agriculture/residential.
- At the April 2, 2024, Board of Commissioners Meeting, the 5.272 acres was rezoned to R-1, this is now the second parcel of the initial application.

Alternatives

1. Approve the request to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots with the following conditions:

- A common access shall be the entrance for this development or rear loading lots with ally way access will be acceptable; to minimize multiple encroachments on Old Louisville Road.
- This rezoning is only for the 6.982 parcel (272-27)

2. Deny the request for to **rezone** +/- 5.272 acres from **AR-1** to **R-1** to allow for an addition to residential lots.

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.
272-27

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
272-27

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, SUE ANDERSON AS AGENT FOR SB HOMES, LLC has filed an application to rezone six and nine hundred and twenty-seven thousandths (6.982) +/- acres; from AR-1 to R-1 to allow for an addition to residential lots; map and parcel number 272-27, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on April 16, 2024 and notice of said hearing having been published in the Effingham County Herald on March 20, 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 April 9, 2024; and

IT IS HEREBY ORDAINED six and nine hundred and twenty-seven thousandths (6.982) +/- acres; map and parcel number 272-27 located in the 3rd commissioner district is rezoned from AR-1 to R-1 to allow for an addition to residential lots, with the following conditions:

1. A common access shall be the entrance for this development or rear loading lots with ally way access will be acceptable; to minimize multiple encroachments on Old Louisville Road.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK