



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

County
Effingham
Georgia
Board of Commissioners

February 20, 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/UC9wRzS6f2pHHZG3IgRk3OUQ>

- I. **Call to Order**
- II. **Roll Call**
- III. **Invocation**
- IV. **Pledge to the American Flag**
- V. **Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. **Minutes** - Consideration to approve the February 3-4, 2024 retreat minutes and the February 6, 2024 regular meeting minutes
- VII. **Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. **Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.
 - 1. **[2024-074 Contract]**
Consideration to approve to renew the Docuquest Service Contract for the Tax Commissioner's Office

2. [2024-075 Agreement]

Consideration to renew a Memorandum of Understanding between the Sexual Assault Response Team and the Effingham County Correctional Institution for forensic examination services

3. [2024-076 Agreement]

Consideration to approve to renew the Public Wi-Fi Service Agreement with Planters Communications LLC for a one-year period from March 20, 2024 to March 20, 2025

4. [2024-077 Agreement]

Consideration to approve to ratify and affirm an Assurances and Maintenance Agreement to FEMA for an Existing Generator Grant Application

5. [2024-078 Grant Application]

Consideration to approve to submit a Grant Application to the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program

6. [2024-017 Resolution]

Consideration to approve to ratify and affirm amended Resolution# 024-004 to include the fee for the office of State Court Judge (*originally approved 01/16/2024*)

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

1. [2023-517 Sketch Plan] *Chelsie Fernald*

The Planning Board recommends **approving** an application by **MRD Partners, LLC**, for a **Sketch Plan** located on McCall Road for "**Horizon Business Center**" zoned **I-1 Map# 450D Parcels# 4A, 4B & 5** in the **Second District** (*postponed 11/07/2023, 12/05/2023, 01/16/2024*)

2. [2024-056 Second Reading]

Consideration to approve the Second Reading of an application by **Eric Smith** for a **conditional use** for a **rural business** located at 445 Golden Drive **Map# 450A Parcel #56**, in the **Second District** (*postponed 02/06/2024*)

XI. **New Business**

1. [2024-079 Position] *Sarah Mausolf*

Consideration to approve an additional Position (Deputy Coroner) for the Coroner's Office

2. [2024-080 Letter] *Alison Bruton*

Consideration to approve to ratify and affirm an Indication of Roundabout Support Letter for a roundabout at Hwy 30 at Kolic Helmey Road.

3. [2024-081 Resolution] *Alison Bruton*

Consideration to approve Resolution# 024-010 for the surplus of various items

4. [2024-082 Resolution] *Mark Barnes*

Consideration to approve Resolution# 024-011 to amend the 2024 Fiscal Year Budget

5. [2024-083 Policy] *Mark Barnes*

Consideration to approve Addendum No. 16 to amend the Effingham County Financial Policy

[6.](#) **[2024-084 Resolution]** *Tim Callanan*

Consideration to approve Resolution# 024-009 to condemn a property located at 224 Courthouse Road, Springfield related to the Baker Park Improvements

[7.](#) **[2024-085 Deed/Agreement]** *Stephanie Johnson*

Consideration to approve a Quitclaim Deed and terminate an Easement Agreement between Effingham County Board of Commissioners and Amy M. Helmly and Vicki Tuten Renfroe located across a property on Brogdon Road

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the February 3, 2024 retreat executive session minutes

XV. Adjournment

Staff Report

Subject: Docuquest Service Contract

Author: Alison Bruton, Purchasing Agent

Department: Tax Commissioner

Meeting Date: 2/20/24

Item Description: Docuquest Service Contract for Tax Commissioner's Office

Summary Recommendation: Staff recommends approving the service contract with Docuquest.

Executive Summary/Background:

- The Tax Commissioner had requested to purchase the copier currently utilized in her office. The Service Contract was approved March 3, 2020.
- The machine currently has a service contract for a monthly fee of \$25.00, which includes 3,000 copies/prints with an overage of .007 per page, as well as all parts, labor, and toner.
- The Tax Commissioner's Office has requested to continue with the service agreement.

Alternatives for Commission to Consider

1. Approve the Docuquest Service Contract.
2. Do not approve the Docuquest Service Contract.

Recommended Alternative: 1.

Other Alternatives: 2.

Department Review: Purchasing, Tax Commissioner, I.T.

Funding Source: Current Budget for Tax Commissioner

Attachments:

1. Docuquest Service Contract



110 Pipemakers Circle
Suite 101
Pooler, GA 31322
Voice: 912.525.3555
Fax: 912.527.7370
Email: info@docuquest.com

COMPREHENSIVE SERVICE PROGRAM

**DIGITAL
COPIERS/PRINTERS/MFP's/
FAX MACHINES**

EQUIPMENT			START		TERM	COPIES PER BILLING CYCLE	BASE CHARGE	
MAKE	MODEL	SERIAL #	DATE	METER			A	
Toshiba	e3508A	CGEF16606			1YR	3,000	Q	
							M	\$25.00
							PER COPY RATE	
							Base Rate Above	
							EXCESS COPY CHARGE	
							0.007	
							PLAN	
Please record Email address for meter reading requests								

MAINTENANCE AGREEMENT COPIER & FAX PLAN TYPES

Plans

- A Covers parts, labor, drums, PM kits and toner (excludes paper, staples, color toner, optional color units, & shipping)
- B Covers parts, labor, drums, PM kits (excludes paper, toner, staples & shipping)
- C Covers parts and labor only (excludes drums, paper, toner, PM kits, staples & shipping)
- D Covers parts, labor, drums, PM kits, black and color toner (excludes paper, staples & shipping)
- E External Fiery/controller parts and labor only
- F Excluded, not covered under any service program

This contract is a one year Maintenance Agreement billed according to the terms specified above.

BILLING ADDRESS				INSTALLATION ADDRESS			
Company Name Effingham County Board of Commissioners				Company Name Effingham County Tax Commissioner			
Address				Address		Phone	
601 N. Laurel St.				901 N. Pine St., Room 104		912-754-2121	
City	State	Zip		City	State	Zip	
Springfield	GA	31329		Springfield	GA	31329	
Attention	Phone			Fax	Email		
	912-754-2159						

DocuQuest, Inc., will be designated as DocuQuest in the following agreement. Customer agrees to purchase and DocuQuest agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and an authorized DocuQuest representative.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF DOCUQUEST, INC.

DocuQuest, Inc.			CUSTOMER ACCEPTANCE		
DocuQuest Representative <i>John P. Russell, President</i>			Company Name Effingham County Board of Commissioners		
Authorized Signature <i>Wesley M. Corbitt</i>			Authorized Signature <i>Wesley M. Corbitt</i>		Date 03/03/2020
Office Address 110 Pipemakers Circle, Suite 101			Printed Name Wesley Corbitt		Title Chairman
City	State	Zip	Purchase Order No.		P.O. Date
Pooler	GA	31322			

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessary by normal use of equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond DocuQuest's control are not covered. In addition, DocuQuest may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by DocuQuest, or if parts, accessories, or components not authorized by DocuQuest, Inc. are fitted to the equipment.

2. SERVICE CALLS

Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Additional Fuel Surcharges may apply.

3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in paragraph 4.

4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are shown on the front side of contract.

5. TERM

This agreement shall become effective upon receipt by DocuQuest of the initial maintenance charge provided on the reverse side hereof, and shall continue for the annual service period specified on the face of this agreement or up to the allowable maximum copy volume. It shall automatically renew for successive similar periods subject to the receipt by DocuQuest of the maintenance charge in effect, provided that the customer is not then in default. This contract is subject to Annual increases. Customer is required (where applicable) to provide meter readings each Month, Quarter, etc. as applies to the contract billing set up. If meters are not provided customer accepts that estimated meter readings will be used based on service history for billing purposes. In addition to any other rights under this agreement, DocuQuest may terminate this agreement at any time by giving 30 days prior written notice to the other party, and the unused portion of that maintenance charge will be refunded. Customer may terminate this agreement by notifying DocuQuest in writing within 30 days of the annual expiration date. Prorated charges will be billed at the time of cancellation.

6. CHARGES

The initial charge for maintenance under this agreement shall be in the amount set forth on the reverse side hereof. The maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Annual increases are based on increases in parts and labor costs associated with the equipment. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of DocuQuest, Inc.'s invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. DocuQuest reserves the right to share costs of national fuel increases on contracts that provide for labor and connectivity.

7. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance, supplies or parts as provided hereunder, promptly when due: (1) DocuQuest may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay DocuQuest's costs and expense of collection including the maximum attorney's fee permitted by law, said fee not to exceed 50% of the amount due hereunder.

If equipment is moved to a new DocuQuest service zone, DocuQuest shall have the option to charge, and the customer agrees to pay the difference in published maintenance charges between the current zone, such charges to be assessed on a pro rata basis. Equipment must be moved by an authorized Toshiba agent. Failure to use an authorized Toshiba agent may result in cancellation of maintenance contract. Charges apply based on type of move. Minimum charge is 150.00

This equipment is designed to give excellent performance with manufacturer's (of that machine) supplies including paper, developer, toner, and fuser oil. If the customer uses other than manufacturer's supplies and these supplies cause abnormally frequent service calls or service problems, then DocuQuest may, at its option, terminate this agreement and the unused portion of the maintenance charge will be refunded. In that event, the customer will be offered service on a "Per Call" basis at published rates.

8. NO WARRANTY

Other than the obligations set forth herein, DocuQuest DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DocuQuest, Inc. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE, PERFORMANCE, OR LOSS OF USE OF THE EQUIPMENT.

9. MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Georgia applicable to agreements wholly negotiated, executed and performed in the state of Georgia. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of DocuQuest, GEORGIA and the customer.

Staff Report

Subject: Consideration to renew an MOU between the Sexual Assault Response Team and the Effingham County Correctional Institution for forensic examination services

Author: Alison Bruton, Purchasing Agent

Department: Prison

Meeting Date: 02/20/2024

Item Description: MOU between the Sexual Response Assault Response Team and the Effingham County Correctional Institution

Summary Recommendation: Staff recommends renewal of the MOU between the Sexual Assault Response Team and the Effingham County Correctional Institution for forensic examination services

Executive Summary/Background:

- Previously, the Effingham County Prison had an MOU with the Statesboro Regional Sexual Assault Center; however, The Center does not wish to continue to see inmates.
- This is being done in conjunction with the Prison Rape Elimination (PREA) Act. The Prison Rape Elimination Act of 2003 (PREA) is the first United States Federal law passed dealing with the sexual assault of prisoners. The bill was signed into law on September 4, 2003.
- There is no cost to the County for services associated with the MOU. If fees are paid for services rendered, they will be reimbursed to the County by the Georgia Department of Corrections.
- The MOU has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider:

1. Board approval to renew the MOU between the Sexual Response Assault Response Team and the Effingham County Correctional Institution.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Department 16 if needed

Attachments: MOU between the Sexual Response Assault Response Team and the Effingham County Correctional Institution.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEXUAL ASSAULT RESPONSE TEAM
AND
EFFINGHAM COUNTY CORRECTIONAL INSTITUTE

THIS MEMORANDUM OF UNDERSTANDING ("MOU" OR AGREEMENT") is entered into by and between **SEXUAL ASSAULT RESPONSE TEAM** located at 5667 Drusilla Lane, Waycross, GA 31501 and **Effingham County Correctional Institute** located at 321 Hwy 119 S., Springfield, GA 31329 for the provision of services to Effingham County Correctional Institute (Facility).

WHEREAS, agency wishes to provide victim forensic examination services to facility inmates and Effingham County Correctional Institute desires the Sexual Assault Response Team to provide such services in accordance with the terms and conditions of this MOU.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

1) FACILITY RESPONSIBILITIES

- a) Notify the Agency of an impending inmate for forensic examination and alert the agency staff of the inmate's name, give a brief description of the alleged complaint, and the requested services.
- b) Provide the Agency a room for the forensic examinations and sexual assault examination.
- c) Provide security and inmate supervision while the agency is on-site (if inmate shows security issues then the facility will transport inmate to a more secured facility).
- d) Respect the nature of privileged communication between certified crisis counselors and the inmates.
- e) Inform inmates, prior to giving them access to agency services, of the extent to which communications will be monitored, the extent to which reports of abuse will be forwarded from the agency to the facility, and the availability of anonymous reporting.
- f) Contact agency each time there is an allegation of sexual assault involving a facility inmate.
- g) Communicate any questions or concerns to agency staff.
- h) Facilitate the placement of informational placards in areas of the facility visible to inmates.
- i) Facility agrees to pay for services rendered, and GDC will reimburse the county.

2) AGENCY RESPONSIBILITIES

- a) Respond to requests from facility to provide SART accompaniment for facility inmates.
- b) Respond to requests from facility to provide Sexual Assault Nurse Examiner (SANE) for the collection of forensic evidence and recommendation for prophylaxis treatment is necessary.

Maintain confidentiality as required by state standards for certified crisis counselors and agency policies and procedures.

c) Communicate any questions or concerns to the facility PREA Coordinator.

3) TERMS AND COMPENSATION

This MOU is effective as of March 10, 2021 and may be terminated upon thirty (30) days written notice by either party.

The parties understand and agree that no funds are obligated pursuant to this MOU.

4) NOTICE

All notices shall be given in writing to the persons listed below. All notices shall reference this agreement and be delivered by registered or certified mail, return receipt requested, or via an express next day courier, or other similar express letter services that provides evidence of receipt of, and the date upon which notice is delivered. The delivery date shall be the effective date of such notice.

Agency:

Sexual Assault Response Team
Terry Anderson/Scott Anderson/Rick Tatum
5667 Drusilla Lane
Waycross, GA 31501
Office 912-283-0987

Facility:

Effingham County Correctional Institute
Victor Walker, Warden
Janet M. Robere, PREA Coordinator, Senior Counselor
321 Hwy 119 S.
Springfield, GA 31329
Office 912-754-2108 x7007

5) AMENDMENTS

This agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the agreement will be valid unless in writing and signed by the party charges.

6) CONFIDENTIALITY

Any information given to or developed by a party in performance of this agreement will be kept in confidence and will not be made available to any third party without the written approval of the party disclosing the information.

7) AUTHORIZATION

The individuals executing this agreement on behalf of each party warrant that they are authorized to execute on behalf of their respective organizations and such organizations will be bound by the terms and conditions herein.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement.

BY: Wesley M. Corbitt
WESLEY CORBITT, CHAIRMAN – ECBOC

DATE: 04/20/2021

BY: Terry Anderson
TERRY ANDERSON

DATE: 3/10/21

BY: Victor Walker
VICTOR WALKER, WARDEN

DATE: 4/29/2021

BY: Janet M. Robere
JANET M. ROBERE, PREA COORDINATOR

DATE: 6/29/21

Staff Report

Subject: Consideration to renew the Public Wi-Fi Service Agreement with Planters Communications LLC for a one-year period from March 20, 2024 to March 20, 2025.

Author: Alison Bruton, Purchasing Agent, Chris Reed, I.T. Director

Department: Purchasing and I.T.

Meeting Date: 2/20/24

Item Description: Public Wi-Fi Service

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The recreation complex is a state-of-the-art facility that requires fiber optic cable service in order to offer a public Wi-Fi system as well as point-of-sale equipment at the concession stand.
- County data communications for the Parks and Landscapes Department is also provided by this connection and when the Recreation and Sports Management Department move to the complex, their data communications will be provided by this connection also.
- Planters Communications has fiber optic on site.
- The Planters Foundation gave the County a grant to pay for the equipment needed for public Wi-Fi.
- The agreement is for the corresponding service required to run the system. The service is top of the line, with 1 gig which handles hundreds of simultaneous users.
- The agreement is for a 72 month period which has to be approved annually by the Board.
- The agreement can be cancelled with 60 days written notice by either party.

Alternatives for Commission to Consider

1. Board approval to allow the Agreement with Planters Communications, LLC for the public Wi-Fi service at the Clarence Morgan Recreation Complex to automatically renew for the period March 20, 2024 to March 20, 2025.
2. Cancel the agreement and issue a termination letter to Planters Communications, LLC.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: I.T.

Funding Source: \$500 month – General Fund

Attachments: Planters Communications, LLC Service Contract, Multi Year Addendum and No-Disclosure Agreement.

1. Provision of Services. Subject to all terms and conditions of this Agreement: **a.** Planters Communications, LLC ("PCOM") shall provide to the Customer those Services specified in the Service Order incorporated herein ("Services"), commencing upon the date PCOM notifies Customer that the Services are available for Customer's use ("Customer Acceptance Date") and continuing throughout the Term of this Agreement. **b.** Customer shall pay for Services as provided in the Service Order upon invoice from PCOM. PCOM may, at its election, provide any additional services required for installation or use of Services, and Customer agrees to pay all rates and charges for such additional services upon invoice from PCOM.

2. Term. The term of this Agreement (the "Term") shall commence as of the date PCOM accepts Customer's offer to purchase Service(s) as specified in Section 3 below (the "Effective Date"), and shall continue for the duration of time set forth in the Service Order (the "Initial Term"), subject to renewal as set forth herein. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically revert to a Month-to-month basis, unless a party has delivered to the other party written notice to the contrary at least thirty (30) days prior to the end of the term. If no term is specified on the Service Order, the Initial Term of this Agreement shall be deemed to be thirty (30) days.

3. Service Ordering. Customer shall offer to purchase Service(s) by executing completed Service Order(s). PCOM shall be deemed to have accepted such offer upon PCOM's execution thereof.

4. Upgrades to Service Orders. **a.** From time to time during the Term, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services ("Upgrades"). In such event, at Customer's election, and subject to PCOM's approval and acceptance thereof, Customer may upgrade the Service Order through execution of an "Upgrade Service Order" which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or where Customer seeks additional quantities of existing Services, the total amount of such Services to be provided to Customer). **b.** Upon PCOM's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to terminate the prior Service Order without liability to Customer for any early termination charges. Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

5. Credit Approval and Deposits. Customer will provide PCOM with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. PCOM may require Customer to make a deposit (which will not exceed Customer's estimated charges for all Services for two months) as a condition to PCOM's acceptance of the Service Order, or as a condition to PCOM's continuation of Services. The deposit will be held by PCOM as security for payment of Customer's charges, and, in PCOM's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of the Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance (if any) will be refunded to Customer. Customer shall not receive the benefit of any interest earned on said deposit.

6. Rates and Charges. Rates and charges for Service(s) shall be set forth in the Service Order. Charges for additional services required for installation or use of such Service(s) shall be at PCOM's then-current charges for same. Billing to Customer for recurring charges with respect to a given Service(s) will commence on the Customer Acceptance Date for such Service(s). All other charges for Services or additional Services may be billed at the times designated by PCOM.

7. Payment. PCOM shall invoice Customer on a monthly basis; provided, however, that PCOM may invoice Customer for nonrecurring charges for the Services, or for additional services, at any time. Billings for partial months are prorated based on a calendar month. Customer shall pay all amounts set forth on an invoice no later than the due date set forth thereon or, if no due date is set forth thereon, within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer agrees to pay PCOM its reasonable expenses, including attorney and collection agency fees, incurred in enforcing PCOM's rights under the Agreement.

8. Disputed Invoices. In the event Customer disputes any portion of a PCOM invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to PCOM a written claim for the disputed amount, which sets forth with specificity Customer's grounds for such dispute. All claims must be submitted to PCOM within sixty (60) days of receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, Section 7 above.

9. Taxes. Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service(s) and required by applicable law to be passed through to Customer, including, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "Applicable Taxes"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption certificate to the extent it applies to any Service(s) billed by a Party to the other Party.

10. Customer's Use of Service. Customer shall defend, indemnify, and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's end users and/or the content of any communications transmitted via the Service(s). Customer shall not cause or permit Customer or Customer's end users to use the Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any government authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates PCOM's then-current publicly available policies regarding acceptable use of Service(s). Customer shall pay all charges arising from all use of the Services by Customer's end users, without regard to whether such use was authorized by Customer.

11. Force Majeure. If either Party shall be prevented from performing any portion of the Agreement (except obligations for the payment of money) by causes beyond its control, including without limitation labor disputes, civil commotion, war, governmental regulations or controls, inability to obtain materials or service(s), casualty to or failure of equipment, software or communications services, or acts of God, such party shall be excused from the performance for the period of the delay and the time of such party's performance shall be extended for a period of time equal to the duration of the conditions causing such delay.

12. Suspension of Service(s). a. PCOM may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts disputed in accordance with Section 8 above) within seven (7) business days after Customer's receipt of written notice from PCOM of planned suspension of Services, and may continue such suspension until all amounts due are paid in full and Customer has satisfied any applicable credit or deposit requirements of PCOM, or PCOM terminates the applicable Service(s) or the Agreement pursuant to the terms of this Agreement. b. PCOM may immediately suspend Service(s) without liability if Customer violates its obligations under Section 10 above or under the Nondisclosure provisions of this Agreement, and may continue such suspension until any such violation has been cured to the reasonable satisfaction of PCOM, or until PCOM terminates the applicable Service(s), the Service Order or the Agreement pursuant to the terms of this Agreement.

13. LIMITATION OF LIABILITY. a. Any other provision of the Agreement to the contrary notwithstanding, the aggregate liability of PCOM to Customer for any losses or damage, whether direct or indirect, arising out of or in connection with the Agreement or the use of any Services or Facilities by Customer or any Customer end user, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the proportionate fixed monthly charge paid to PCOM by Customer for the Service(s) which gave rise to the liability during the period of time in which the act or omission giving rise to such liability occurred. b. Except for Customer's indemnification obligations under the Agreement, neither party shall be liable to the other party for lost profits or other consequential damages, special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages, cover damages, or for any claims against such other party by any third party, even if such party was advised of the possibility of same.

14. DISCLAIMER OF WARRANTIES. PCOM MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND PCOM HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES PCOM HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

15. Assignment. Customer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of PCOM, which shall not be unreasonably withheld; provided, however, that Customer may assign or transfer this Agreement in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of PCOM.

16. Notice. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under the Agreement shall be addressed to the individuals identified on the Service Order (at the address designated thereon) or to such other addresses of which the parties have been advised in writing by any of the above-described means.

17. Governing Law. This Agreement and the legal relations between the Parties shall be governed by the State of Georgia, without regard to Georgia's conflict of law principles, and the parties agree that any appropriate state or district court located in Fulton County, Georgia, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

18. Entire Agreement. This Agreement, including without limitation the Service Order, Supplement(s), and these General Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the parties.

19. Severability. Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

20. Relationship of Parties. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the Parties. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other party in any respect whatsoever.

This Network Access Supplement ("Supplement") is hereby made a part of the Agreement between Planters Communications, LLC ("PCOM") and Customer dated _____, 2017, which shall govern the provision of the Services specified in the Service Order to be provided to Customer by PCOM.

1. Customer Premises, PCOM Facilities. a. Customer shall allow PCOM access to the location(s) occupied by Customer, or Customer's end users, to which Services are delivered ("Customer Premises") to the extent reasonably determined by PCOM for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. ("Facilities" are the real or personal property owned or leased by PCOM and used to deliver Services, including, without limitation, terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.) PCOM shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities or to PCOM's employees, agents and contractors. b. Title to all Facilities shall remain with PCOM. PCOM will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of PCOM (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which PCOM provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will PCOM be liable to Customer, or any other person, for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section. Customer agrees (which agreement shall survive the expiration, termination or cancellation of the Service Order) to allow PCOM to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as PCOM may determine is necessary or desirable from time to time. c. Customer shall defend, indemnify and hold harmless PCOM, and its successors and assigns, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by PCOM to the extent that the same arise from Customer's negligence, willful misconduct or failure to perform its obligations under this Section, including without limitation any damage to, or loss of, the Facilities resulting therefrom.

2. Customer-Provided Equipment. PCOM may install certain Customer-provided communications equipment at the request of Customer, but PCOM shall not be responsible for the operation or maintenance of any such equipment. PCOM shall have no liability whatsoever with respect to the configuration, management, performance or any other issue relating to such equipment.

3. Use of PCOM Marks. Customer shall not use any trademarks, service marks, logos or trade names of PCOM (the "POM Marks") in any manner whatsoever without PCOM's express advance written consent. Customer shall not issue any press release, announcement or public statement with respect to the Agreement or PCOM without PCOM's express advance written consent. Customer agrees that it shall only use PCOM Marks in strict compliance with PCOM's instructions. Customer shall defend, indemnify and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising from or in connection with Customer's breach of this Section. PCOM may revoke any consent granted to Customer to use PCOM Marks, or any other approval granted under this Section at any time and for any reason. Customer's breach of this Section shall be a material breach of the Agreement constituting cause for termination of this Agreement.

4. Nondisclosure. a. The parties agree that during the Term of this Agreement as defined in the General Terms and Conditions, a party may receive (the "Receiving Party") Proprietary Information (as hereinafter defined) of the other party (the "Disclosing Party"), and that the Receiving Party shall maintain such information in confidence and not disclose Proprietary Information to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Agreement. b. The parties acknowledge that PCOM is subject to legal requirements of disclosure pursuant to Georgia law, including without limitation those legal requirements set forth at Chapter 18 of Title 50 of the Official Code of Georgia Annotated. If a Receiving Party is requested (including without limitation by virtue of a request for information under the Georgia Open Records Act) or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information of the other party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The parties further agree that, anything in the Agreement to the contrary notwithstanding, such Receiving Party's compliance with such request, requirement or compulsion shall not be deemed a breach of the Agreement. c. For the purposes of this Agreement, "Proprietary Information" shall mean all technical, economic, business, engineering or other confidential information (including Trade Secrets as defined by the Georgia Uniform Trade Secrets act, as amended). Proprietary Information shall not include any information for which the Receiving Party can prove: (i) is, or becomes, public knowledge through no act or failure to act of the Receiving Party; (ii) is publicly disclosed by the proprietor thereof; (iii) is lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) is independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other remedies hereunder, in equity and at law. This Section shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section shall continue (i) with respect to Proprietary information of the Disclosing Party which also constitutes "trade secrets", as that term is defined by applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Proprietary Information, for a period of eighteen (18) months after the expiration or termination of the Agreement.

5. Termination by PCOM. PCOM may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate the Agreement, all without liability, in the event that: a. any amounts due and owing by Customer (other than amounts disputed in accordance with Section 8 of the General Terms and Conditions) remain unpaid sixty (60) days after the date such amounts were first due; b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy; c. Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by PCOM, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to PCOM adequate security for payment for Services; d.

anything in this Agreement to the contrary notwithstanding, Customer breaches Section 10 of the General Terms and Conditions, or Customer's end users use Service(s) in a manner described at subsection (i), (ii), or (iii) of Section 10 of the General Terms and Conditions, more than three (3) times in any one hundred eighty (180) day period during the term applicable to such Services; e. PCOM is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or f. changes in applicable law, regulation, decision, rule or order materially increase the costs to PCOM of, or materially affects other terms of PCOM's delivery of Service(s), and PCOM and Customer are unable to reach agreement respecting new rates, terms and/ or conditions regarding such Service(s) within thirty (30) days after PCOM's delivery of written notice requesting renegotiation thereof.

6. Termination by Either Party. In addition to any other right of a party to terminate the Agreement, a party may, by sending written notice of termination to the breaching party with termination effective as of the date such notice is given, terminate the Agreement in the event such party believes the other party has committed a material breach of any obligation undertaken in the Agreement, provided that such non-breaching party has first delivered written notice of such breach to the other party, and (i) if the breach arises other than under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, thirty (30) calendar days have passed since receipt of said notice and the breaching party has not cured such breach, (ii) if the breach arises under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, five (5) calendar days have passed since receipt of said notice and the breaching party has not cured such breach.

7. Termination by Customer. a. Customer may terminate the Agreement prior to the end of the Term therefor without payment of any applicable termination charge if: (i) any Service is Unavailable (as defined below) on two or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred and twenty (120) day period. For purposes of the foregoing, "Unavailable" shall mean a total interruption in any Service specified in the Service Order, except for any interruption, which is an Excused Outage. The duration of any interruption will commence when PCOM first detects or is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate the Agreement under this Section, in writing, within thirty (30) days after the occurrence, which gave rise to a right of termination hereunder. "Excused Outage" means an interruption, outage, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's end users, or failure of Customer-provided power or equipment, or (z) an event of force majeure as defined in Section 11 of the General Terms and Conditions. b. In addition to any other right of Customer to terminate the Agreement hereunder, Customer may terminate the Agreement prior to the end of the Term thereof upon thirty (30) days' prior written notice to PCOM, subject to payment to PCOM, in addition to any other charges incurred by such Customer in connection with such Service Order, of the Termination Charge set forth in Section 9 below.

8. Effect of Termination. Upon termination or expiration of the Agreement for any cause whatsoever: (a) all obligations of PCOM under the Agreement shall immediately terminate; provided, however that each party's respective obligations under Sections 4 hereof and Customer's defense and indemnification obligations shall survive the termination or expiration of the Agreement; and (b) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay a Termination Charge in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

9. Termination Charge. Upon termination of the Agreement by PCOM pursuant to Sections 5(a), 5(b), 5(c), 5(d) or 6 hereof, or by Customer for any reason other than pursuant to Sections 6 or 7(a) hereof, PCOM may, in addition to all other remedies that may be available to PCOM at law or in equity, assess and collect from Customer, and Customer shall pay, a Termination Charge equal to the sum of (i) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (ii) an amount equal to one-hundred percent (100%) of the contracted rate stipulated on the Service Order for month's 1-12 of the then-current Term, plus an amount equal to sixty percent (75%) of the contracted rate stipulated on the Service Order for month's 13-24 of the then-current Term, plus an amount equal to forty percent (50%) of the contracted rate stipulated on the Service Order for month's 25-36 of the then-current Term, plus an amount equal to twenty-five percent (25%) of the contracted rate stipulated on the Service Order for each month remaining in the then-current Term, as liquidated damages and not as a penalty.

10. Effect of Tariffs. With respect to those Service(s) offered under PCOM's Tariff(s), the Agreement is subject to and controlled by the provisions of the Tariff, and any changes to said Tariff that may be made from time to time. Such Tariff provisions and changes shall control over any conflicting provisions of this Agreement. "Tariff(s)" means the tariff or tariffs covering some or all of the Service(s) filed by PCOM with the Georgia Public Service Commission or other similar regulatory bodies from time to time and in effect during the Term of this Agreement.

SERVICE ORDER No. _____
TO THE
GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT
Between
PLANTERS COMMUNICATIONS, LLC ("PROVIDER")
And
_____ ("CUSTOMER")

This Service Order is executed _____, 2017 ("Service Order Effective Date") and incorporates the General Terms And Conditions w/Network Access Supplement ("Agreement") dated _____, 2017 by and between Provider and Customer. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

CUSTOMER INFORMATION:

Order Type: New

Term: 72 -Months

Prepared For: _____

Contact: _____

Account: _____

Invoicing Address: _____
Invoicing Special Instructions: Attn: _____
Customer Federal Tax ID#: _____

1. SITE-SPECIFIC INFORMATION

Service Location 1 (Address): _____

Service Location Latitude/Longitude or Service Location Name *(for purposes of identification)*:

Service Location 2 (Address): _____

Service Location Latitude/Longitude or Service Location Name *(for purposes of identification)*:

Service Location Special Instructions:

Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Information	Provider Information
Customer Name:	Provider Name: Planters Communications, LLC
Street Address:	Street Address: 100 Ogeechee Street
Contact:	Contact: Stephen D. Milner
City/State/Zip:	City/State/Zip: Newington, GA 30446
Business Phone Number:	Business Phone Number: (912) 857-4411
Business Fax Number:	Business Fax Number: (912) 857-3704
E-mail Address:	E-mail Address: sdmilner@planters.net

2. **SERVICES.** Provider shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

Description: Customer provided Data Services, 1) one internet circuit providing up to 100Mbps of non-metered, symmetrical internet access over fiber facilities, for the sole use by Effingham County, 2) 900 Mbps internet access for public Wi-Fi service. Customer is responsible for providing any necessary power connections, poles, and Wi-Fi equipment to PCOM's demark, and or access points within the park facility.

The procurement of these products and services will be dependent on the following conditions:
Availability of network and facilities at location over the next 72 month term.

Internet service for customer and public at stated location

Prepared By: Stephen Milner
912-857-4414
sdmilner@planters.net

Offered pricing: promotion rate

3. **RATE SCHEDULE.** The basis of the fees and charges associated with the Services are set forth below:

One-Time setup Charges	Quantity	Unit Price	Cost USD
NRC Setup Charges	1	\$0.00	\$0.00

Monthly Service Charges	Quantity	Unit Price	Cost USD
Voice Service	0 Mbps		\$0.00
B1 voice lines	0	\$0.00	\$0.00
Long distance rate per minute		\$0.05	\$0.00

Monthly Service Charges	Quantity	Unit Price	Cost USD
Mbps Internet Bandwidth on 1GE port	100+900 Mbps		\$500.00
Third Party cabling surcharge	0	\$0.00	\$0.00
Additional IP addresses request	available	\$5.00	\$0.00
Transport 10Gbps		\$0.00	\$0.00
Total Monthly Recurring Services Charges		Subtotal	\$500.00


Additional Terms:

4. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the Customer Acceptance Date and shall continue for a period of 72 months ("Initial Term"). Upon expiration of the Initial Term, this Service Order shall automatically renew on a month-to-month basis until either Party terminates this Agreement by giving thirty (30) days prior written notice to the other Party.


5. **CONFIDENTIALITY.** Each party hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by a Party to the Agreement and/or its agent or representative, the non-disclosing party shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief, and the non-disclosing party shall have the option of terminating this Service Order, other related Service Orders and/or the Agreement.
6. **ENTIRE AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Service Order. Except for the terms governing indemnification and limitation of liability, in the event of any conflict between the provisions of this Service Order and the provisions of the Agreement, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. If this is marked as a "Change" order in Section 1 above, then this Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both Parties. The persons signing on behalf of their respective Party below represent that he/she has full authority to bind their respective Party to the terms and conditions of this Service Order. This Service Order will not be binding upon either Party until signed by an authorized representative of each respective Party.

NOW THEREFORE, the Parties agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives, as of the Service Order Effective Date.

PLANTERS COMMUNICATIONS, LLC:

By: 
Name: Stephen Milner
Title: CEO
Date: 3/20/2018

CUSTOMER:

By: 
Name: Reginald S. Loper
Title: Vice Chairman
Date: 03/20/2018

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

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia ("County") and Planters Communications, LLC ("Planters"), dated _____, as follows:

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

2. The total maximum contract obligations for the fiscal year 2017 shall be \$_____. The maximum contract amount for fiscal years 2018, 2019, 2020, and 2021 shall be \$_____ and for fiscal year 2022 shall be \$_____. The total combined maximum annual payments over the six (6) year term is \$_____. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

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

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

5. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

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

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

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

PLANTERS COMMUNICATIONS, LLC

By: 
 Stephen Milner
 Its: CEO

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

By: Reginald S. Loper
Reginald S. Loper
Its: Vice Chairman

Attest: S. Johnson
Stephanie Johnson
Its: County Clerk

Mutual Non-Disclosure Agreement

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 20____, by and between Planters Rural Telephone Cooperative, Inc., a Georgia telephone cooperative ("Planters") and _____, a _____, with reference to the following:

WHEREAS, the parties are discussing a potential transaction relating to _____ ("Potential Transaction") and in connection therewith each party may receive from the other party certain Confidential Information (as hereinafter defined);

WHEREAS, as a condition precedent to each party's receipt of Confidential Information, each party requires execution and delivery of this Agreement by the other party.

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. "Confidential Information" means any information which is made available to a party (the "Receiving Party") by the other party or any of its affiliates or its or their officers, directors, employees, agents, accountants or attorneys (each a "Disclosing Party") before or after the date hereof, and includes without limitation: (i) business plans, customer information, project information, technical information, financial analysis, forecasts and structures, revenue, pricing, trade secrets, formulas, data, inventions, techniques, products, product designs, and strategies, and other business and technical information, whether in oral, written, graphic, or electronic form; (ii) compilations and analyses prepared by any Disclosing Party that include such information; and (iii) the nature, terms, conditions or other facts respecting any discussions between the parties regarding the Potential Transaction (including their existence and status).

2. Use of Confidential Information.

(a) The Receiving Party shall handle, use, treat and utilize such Confidential Information as follows:

- (1) hold all Confidential Information received from the Disclosing Party in strict confidence;
- (2) use such Confidential Information only for the purpose of (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such Confidential Information, and (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement;
- (3) reproduce such Confidential Information only to the extent necessary for such purpose;
- (4) restrict disclosure of such Confidential Information to its officers, directors, employees, affiliates, investors, advisors, contractors and consultants ("Representatives") with a need to know (and advise such Representatives of the obligations assumed herein); and
- (5) except as provided herein, not disclose such Confidential Information to any third party without prior written approval of such Disclosing Party.

(b) The restrictions on the Receiving Party's use and disclosure of Confidential Information as set forth above shall not apply to any Confidential Information which the Receiving Party can demonstrate:

- (1) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or
- (2) is or has become generally available to the public without breach of this Agreement by the Receiving Party; or

- (3) at the time of disclosure to the Receiving Party, was known to such Receiving Party to be free of restriction as evidenced by documentation in the Receiving Party's possession; or
- (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

3. Protective Order. If the Receiving Party is not subject to the Georgia Open Records Act and becomes legally compelled to disclose any Confidential Information, it shall provide the other party with prompt prior written notice so that the other party may seek a protective or other appropriate remedy. If such remedy is not obtained, the Receiving Party shall:

- (a) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and
- (b) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

4. Open Meetings; Open Records Act. If the Receiving Party is subject to the Georgia Open Meetings Act and/or the Georgia Open Records Act:

- (a) if any public meetings are required to discuss the Potential Transaction, Confidential Information shall be discussed only in executive session or other session in which the public is barred from participation, to the extent permitted by law; and
- (b) the Receiving Party shall take all actions permitted to be taken by law to protect Confidential Information from disclosure under the Georgia Open Records Act. If the Receiving Party determines that it is legally compelled to disclose Confidential Information pursuant to the Georgia Open Records Act, the Receiving Party will promptly notify the Disclosing Party of such planned disclosure, and will disclose only the minimum amount of such information as is legally required; and
- (c) the Receiving Party agrees that Confidential Information provided to Receiving Party is required by law, regulation, bid, or request for proposal to be submitted to the Receiving Party under O.C.G.A. § 50-18-72(a)(34), and any Confidential Information that qualifies as a trade secret under the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, will be subject to O.C.G.A. § 50-18-72(a)(34).

5. Return of Confidential Information. All materials containing Confidential Information (including all copies made by the Receiving Party) shall be returned to the Disclosing Party or destroyed immediately upon termination or expiration of this Agreement, or upon notice from the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such Confidential Information (including all copies thereof) have been returned, erased or destroyed by the Receiving Party.

6. Term. This Agreement shall become effective on the date set forth above and shall remain in effect for a period of five (5) years from the date of the last disclosure of Confidential Information from one party to another party; provided that with respect to any Confidential Information that constitutes a trade secret under applicable law, the Agreement shall remain in effect regarding such Confidential Information for so long as the Confidential Information remains a trade secret.

7. No Representation or Warranty. The Receiving Party acknowledges that the Disclosing Party is not making any representation or warranty as to the accuracy or completeness of any information furnished (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement). No Disclosing Party or any of its officers, directors, employees, agents or affiliates shall have any liability to the Receiving Party or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party.

8. Conduct of Process. Until such time, if any, as the parties enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between the parties

as a result of this Agreement or the disclosure or receipt of Confidential Information pursuant to this Agreement, and this Agreement shall not be construed as creating any obligation on the part of a party to enter into any agreement or relationship with the other party.

9. Intellectual Property Rights. Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

10. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties shall bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.

11. Remedies. Either party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof by the other party, in addition to all other remedies available to such party at law or in equity. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

12. Venue and Choice of Law. This Agreement is governed by the laws of the State of Georgia without regard to conflict of laws principles. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, shall be instituted in any Georgia state court having jurisdiction over the parties hereto and the subject matter hereof or the United States District Court for the Southern District of Georgia (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have regarding any such suit, action or proceeding.

13. Miscellaneous. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. Any amendment to this Agreement must be in writing and signed by both parties. Notices hereunder shall be in writing and be effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same original instrument. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts of this Agreement shall remain in full force and effect. Neither party may assign or otherwise transfer its rights nor delegate its duties hereunder without the prior written consent of the other party hereto, and any attempt to do so is void.

IN WITNESS THEREOF, the undersigned parties have executed this Agreement as of the date first written above.

PLANTERS COMMUNICATION, LLC



By: Stephen Milner
Its: General Manager

EFFINGHAM COUNTY BOARD OF
COMMISSIONERS

By: 

Its: Vice-Chairman

Staff Report

Subject: Approval to Ratify Assurances and a Maintenance Agreement to FEMA for a Previously Approved Generator Grant Application

Author: Clint Hodges, EMA Director

Department: 20-EMA

Meeting Date: 02/20/2024

Item Description: Approval to Ratify Assurances and a Maintenance Agreement to FEMA for a Previously Approved Generator Grant Application

Summary Recommendation: Staff recommends approving to ratify an Assurances for Construction Programs and a Maintenance Agreement to be included within Effingham County's existing grant application to FEMA for emergency generators.

Executive Summary/Background:

1. In 2023, EEMA submitted applications to FEMA for several emergency generators for critical infrastructure.
2. Staff were forwarded additional information needed in early February 2024, which had to be turned in by February 9th, 2024.
3. The County Manager signed the Assurances and the Maintenance Agreement, subject to ratification by the Board of Commissioners.
4. These changes are not anticipated to require any additional funding, other than the previously approved 25% match, should Effingham County be selected for approval.

Options/Alternatives for Commission to Consider:

Recommended: Approval to Ratify Assurances and a Maintenance Agreement to FEMA for a Previously Approved Generator Grant Application

Other Alternative(s): Deny

Department Review: EMA, County Manager

Funding Source: N/A

Attachments: Construction Assurances, Maintenance Agreement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

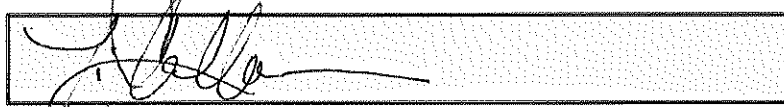
NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TITLE

County Manager

APPLICANT ORGANIZATION

Effingham County

DATE SUBMITTED

2-9-24

SF-424D (Rev. 7-97) Back

MAINTENANCE AGREEMENT

All applicants whose proposed project involves the retrofit or modification of existing public property; or whose proposed project would result in the public ownership or management of property, structures, or facilities; or a private, non-profit entity with a 501(c) designation must first sign the following agreement prior to submitting their application to FEMA.

The **COUNTY** of **EFFINGHAM**, State of **GEORGIA**, hereby agrees that **EFFINGHAM COUNTY** if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

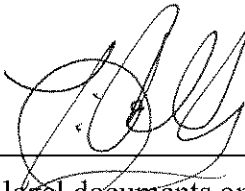
The purpose of this agreement is to make clear the Subrecipient's maintenance responsibilities following project award and to show the Subrecipient's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by **TIM CALLANAN** the authorized applicant agent

COUNTY MANAGER of **EFFINGHAM COUNTY**,

this 9TH day of **FEBRUARY**, 2024.

Authorized Applicant Agent's Signature* _____



* An individual authorized to sign financial and legal documents on behalf on the local government or private non-profit entity (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

Staff Report

Subject: GA Department of Agriculture Dog and Cat Sterilization Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 2/20/2024
Item Description: Consideration to submit a grant application to the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program.

Summary Recommendation:

Staff is requesting approval to submit a grant application to the Georgia Department of Agriculture (GDA) Dog and Cat Sterilization Grant Program.

Executive Summary:

When funds are available, licensed municipal animal shelters located in Georgia, licensed nonprofit animal rescue organizations with 501(c)(3) status located in Georgia, and veterinary medical foundations with 501(c)(3) status located in Georgia may apply to the GDA for a grant to assist with sterilization procedures on dogs and cats. The purpose of the Dog and Cat Sterilization Grant Program is to provide financial assistance with sterilization procedures. GDA hopes that the grant funds will ease the burden of the cost of sterilization procedures and increase the number of dogs and cats sterilized in Georgia. If awarded, the Effingham County Animal Shelter will use the funds to sterilize 50 dogs and 50 cats.

Background:

1. Effingham County Animal Shelter is requesting \$10,000.
2. The grant is competitive.
3. No cost share requirement.
4. Application deadline is March 2, 2024.

Alternatives for Commission to Consider:

1. Approve GDA Dog and Cat Sterilization grant application submittal.
2. Do not approve GDA Dog and Cat Sterilization grant application submittal.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve GDA Dog and Cat Sterilization grant application submittal.

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County Animal Shelter

Funding Source:

No cost share requirement

Attachments:

1. GDA Grant Explanation and Instructions

DCSP Grant Information

Grant Information 2024 Grant Cycle

Background

Dog and cat overpopulation is a tragic problem that affects all areas of Georgia. Each year, thousands of healthy, friendly dogs and cats are euthanized because of pet overpopulation. In 2003, the Georgia General Assembly created the Dog and Cat Reproductive Sterilization Support Program to help with this problem through the spaying and neutering of dogs and cats. Currently, funds are raised by the sale of 3 dog and cat license plates, the yearly tax check off and direct donations. In 2014, the Dog and Cat Sterilization Grant program was created. Since the program's inception, thousands of procedures have been performed by Georgia veterinarians coordinating with grant recipients.

Purpose

The purpose of the Dog and Cat Sterilization Grant Program is to provide financial assistance with sterilization procedures. The Department hopes that grant funds will ease the burden of sterilization procedures and increase the number of dogs and cats sterilized in Georgia. It is further noted that the intent of the grant is to reduce the number of animals that are reproducing to reduce overpopulation pressures (not to subsidize the cost of adopting from shelters).

Program Overview

Grant applications will be assessed by a grant review committee and funding will be awarded based on the highest priority grant proposals after considering factors such as: targeting of important animal populations; ability to increase surgery numbers; cost-benefit ratio and record of grant applicant and sustainability. It is a priority to have a substantial portion of the funds, at least, covering surgeries for animals not otherwise legally obligated to be altered. As a result, programs altering a greater portion of owned animals and those allowing shelters to permanently increase the percent of animals altered prior to leaving the shelter for adoptive homes may be prioritized for grant funding. The applicant's willingness and ability to assist with promotion of the grant program may also be considered.

All eligible organizations must reside in Georgia to be eligible for the Dog and Cat Sterilization Grant Program. Once a grant has been awarded, the recipient must complete a final progress report showing all sterilization procedures performed. For the 2024 grant cycle, the final progress report will include the requirement to provide a record of each sterilization procedure that is performed using grant funds. Grant funds may only be used for sterilization surgery and may not be used for capital or administrative expenses or for procedures not directly related to sterilization surgery, such as, promotions, vaccinations, testing, licensing, food, medicine, and/or other medical procedures.

Non-Profit Animal Rescues and Veterinary Medical Foundations

Nonprofit Animal Rescue Organizations must be licensed by the Georgia Department of Agriculture. Nonprofit organizations including Veterinary Medical Foundations applying for funds are required to have been in existence for at least 12 months and have 501(c)(3) status at the time of filing the grant application. Nonprofits must provide a copy of the nonprofit status form 501(c)(3) issued by the Internal Revenue Service. **(Do not send a copy of a tax return or a copy of incorporation by the Georgia Secretary of State to fulfill this requirement)**. Nonprofit rescues must also provide proof of incorporation by the Georgia Secretary of State.

County and Municipal Shelters

Municipal animal shelters must be licensed by the Georgia Department of Agriculture. Effective July 1, 1999, every county and city within that county is required to adopt a Service Delivery Strategy. This strategy is an implementation plan among cities and counties to provide local government services and resolve land use conflicts within the county. These strategies are submitted to the Georgia Department of Community Affairs (DCA) for approval and the DCA is in charge of monitoring compliance. Because of this law, no state-administered financial assistance can be awarded to a local municipality that is not in compliance. To determine whether your municipality is in compliance, visit DCA's website at: <https://www.dca.ga.gov/>. All local municipality applicants verifying eligibility must submit a compliance certification.

Application and Submission

The application for the Dog and Cat Sterilization Grant is an online process. It is only available during the applicable 30-day application period. It can be accessed at <https://www.agr.georgia.gov/dcsp-applicants-and-grantees>. All applicants must provide a letter of collaboration from a Georgia licensed veterinarian that will be performing the sterilization procedures. The grant recipient is required to utilize the collaborating veterinarian(s) of record. Veterinarians may only be substituted with prior notice and approval from the Dog and Cat Sterilization Program Manager. **The application period for the 2024 grant is February 1, 2024 - 4:30 pm on March 2, 2024.**

Notification of Awards

Applicants will be notified of grant decisions no later than 45 days following the close of the grant application period. To further promote the program grant funds may be awarded in person at a destination and date to be chosen by Dog and Cat Sterilization Program Manager. In this event, a representative of the organization receiving the grant award will be required to attend the presentation.

Availability of Funds

Grant funds will be awarded based on availability of funds. The grant is usually offered on a 14-16-month cycle. Grant funds may only be used for spay and/or neuter procedures on dogs or cats.

Grant requests must not exceed applicant's ability to perform services within the 12-month period. Any funds unused in 12 months must be returned to the program by mail to:

Item IX. 5.

Georgia Dog and Cat Sterilization Program
19 M.L.K. Jr., Dr., SW. Room 112
Atlanta, Ga. 30334

If the recipient has a change in ownership or corporate structure during the grant cycle, the DCSP Grant Administrator must be notified prior to the change and can be reached at dcsp@agr.georgia.gov.

Veterinary Collaboration Agreement

The Veterinary Collaboration Agreement is an agreement between the DCSP grant recipient and a Georgia licensed veterinarian to perform sterilization procedures at a set cost for the spending of awarded grant funds. If there will be multiple veterinarians performing sterilization procedures during the grant cycle, then this should be specified by filling out a Veterinary Collaboration Agreement for each veterinarian in advance. Should an additional veterinarian be utilized during the grant cycle, the DCSP Grant Administrator must be notified and approve a new Veterinary Collaboration Agreement. If a veterinarian is listed on the final progress report that does not have an approved collaboration agreement, the applicant will be disqualified from the next grant cycle. The DCSP Grant Administrator can be reached at dcsp@agr.georgia.gov.

Final Progress Reports

The final progress report is a record of the number of sterilization procedures performed and a breakdown of the cost for each procedure. Every recipient of the award must email the final progress report with an itemized procedure record to dcsp@agr.georgia.gov by the deadline determined by the DCSP Grant Administrator. The deadline date is determined and published after funds have been dispersed to grantees. Final progress reports are to be submitted by the deadline. If the final progress report submission is late or excludes the itemized record, the applicant will be disqualified from the next round of grants. The final progress report can be found on the website at <https://www.agr.georgia.gov/dcsp-applicants-and-grantees>.

State Audit

Any recipient of a grant made by a state agency shall be subject to audit by the state auditor for the purpose of confirming compliance with state law and the performance of the terms of the grant pursuant to O.C.G.A. § 28-5-125

Staff Report

Subject: 2024 Qualifying Fees (revised)
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 02/20/2024
Item Description: Consideration to approve to set and publish the 2024 Qualification Fees

Summary Recommendation:

Staff recommends approval of the request.

Executive Summary:

1. The following county offices will be up for election: Clerk of Superior Court, Coroner, Sheriff, Tax Commissioner, Solicitor General, members of the Board of Commissioners (Chairman-at-Large, 1st and 4th districts) Probate Judge, Chief Magistrate, State Court Judge, and members of the Board of Education (2nd, 3rd, and 5th Districts).
2. The fee calculations have been verified by the Office of Human Resources.
3. A revised resolution which includes the State Court Judge is provided. There will be a special election for this this office in May 2024.

2024 SCHEDULED ELECTIONS & SUMMARY OF EVENTS

REVISED

ELECTION	ELECTION DATE	ABM APPLICATION PERIOD	ABM MAILOUT START DATE	ADVANCE VOTING PERIOD	REGISTRATION DEADLINE
Presidential Preference Primary (PPP)	March 12, 2024	FPCA: 09/14/23 to 03/01/24 GA APP: 12/25/23 to 03/01/24	UOCAVA: 01/23/24 CIVILIAN: 02/12/24	02/19/24 to 3/8/24	02/12/2024
General Primary / Nonpartisan Election	May 21, 2024	FPCA: 11/23/23 to 05/10/24 GA APP: 03/04/23 to 05/10/24	UOCAVA: 04/02/24 CIVILIAN: 04/22/24	04/29/24 to 5/17/24	04/22/2024
General Primary / Nonpartisan Runoff General Runoff for Federal Offices	June 18, 2024	FPCA: 12/21/23 to 06/07/24 GA APP: 04/01/24 to 06/07/24	UOCAVA: 04/02/24 CIVILIAN: ASAP	ASAP, but no later than 06/10 to 06/14	04/22/2024 05/20/2024
General Election	November 5, 2024	FPCA: 05/09/23 to 10/25/24 GA APP: 08/19/24 to 10/25/24	UOCAVA: 09/17/24 CIVILIAN: 10/07/24	10/14/24 thru 11/1/24	10/07/2024
General Runoff General Runoff for Federal Offices	December 3, 2024	FPCA: 06/06/24 to 11/22/24 GA APP: 09/16/24 to 11/22/24	UOCAVA: 09/17/24 CIVILIAN: ASAP	ASAP, but no later than 11/25/24 to 11/27/24	10/07/2024 11/04/2024

Special Note: The General Runoff for Federal Offices is not considered a separate event, it is listed on a separate line due to the different registration deadlines.

O.C.G.A. § 21-2-14. When the last day for the exercise of any privilege or discharge of any duty prescribed or required by this chapter shall fall on a Saturday, Sunday, or legal holiday, the next succeeding business day shall be the last day for the exercise of such privilege or the discharge of such duty.

Background:

State law pertaining to qualifying fees, requires each county governing authority to fix and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held.

Alternatives for Commission to Consider:

1. Approve the amended resolution to set qualifying fees as presented.
2. To not approve the amended resolution.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A

Department Review: Administration

Funding Source: Funding for advertising allocated from the Elections Office budget.

Attachments:

1. Resolution

RESOLUTION OF QUALIFYING FEES

RESOLUTION NO. 024-004

A RESOLUTION OF THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS SETTING THE QUALIFYING FEES FOR ELECTED COUNTY OFFICE FOR THE YEAR 2024

WHEREAS the Board of Commissioners is the governing authority for Effingham County, Georgia; and

WHEREAS the Board of Commissioners is required by O.C.G.A. § 21-2-131, to set and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election or general election is to be held; and

WHEREAS the qualifying fee is required to be 3% of the base salary (exclusive of supplements, cost of living adjustment and longevity increases) for the offices shown below except the Coroner and State Court Judge.

NOW THEREFORE BE IT RESOLVED, the Board hereby approves the qualifying fees for elected office for the year 2024 as follows:

COUNTY OFFICE	TOTAL GROSS SALARY FOR 2024	3% QUALIFYING FEE
County Commissioners (Chairman, 1 st and 4 th districts)	Chairman Base Salary: \$19,854.28	\$595.63
	1 st District Base Salary: \$18,049.35	\$541.48
	4 th District Base Salary: \$18,049.35	\$541.48
Solicitor General	Base Salary: \$103,879.58	\$3,116.39
Clerk of Superior Court	Base Salary: \$75,327.48	\$2,259.82
Sheriff	Base Salary: \$90,246.74	\$2,707.40
Chief Magistrate	Base Salary: \$76,834.09	\$2,305.02
Tax Commissioner	Base Salary: \$75,327.48	\$2,259.82
Probate Judge	Base Salary: \$75,327.48	\$2,259.82
State Court Judge	Base Salary: \$120,411.27	\$3,612.34
Coroner		\$755.25
Board of Education (2 nd , 3 rd , and 5 th districts)		\$132.00

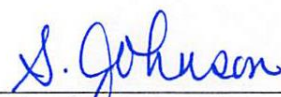
BE IT FURTHER RESOLVED, these qualifying fees shall be published in the legal organ for the county as required by law. Said notice of candidacy and payment of fees shall be filed to the county political party or election superintendent as specified by O.C.G.A § 21-2-132 beginning at 9:00 AM Monday March 4, 2024, and ends at 12 noon Friday, March 8, 2024.

This 16th day of January 2024



Wesley M. Corbitt
Chairman

Attest:



Stephanie D. Johnson
County Clerk

Staff Report

Subject: Sketch Plan (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: February 20, 2024
Item Description: **MRD Partners, LLC** request approval of a **sketch plan** for “Horizon Business Center.” Located on McCall Road, zoned **AR-1 & R-2**, proposed zoning **I-1**. [Map# 450D Parcel# 4A, 4B & 5]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Horizon Business Center.”

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Collectively this development proposes to be a 156,000 square foot building with 30 docking positions, 2 drive in ramps, 18 trailer positions, and 70 commuter parking spaces.
- The proposed development is bordered to the North and West by the OmniTrax Industrial Development along McCall Road.
- There is a proposed 300’ undisturbed buffer along the subdivision to the south and along the industrial zoned properties there is a 25’ proposed undisturbed buffer.
- The applicant has asked for a variance to the buffers along McCall Road, the proposed buffer is 25’.
- Once Gateway Parkway is completed, this development will utilize that access.
- At the September 12, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion for approval with staff recommendations. Mr. Ryan Thompson seconded, the motion carried unanimously.
- At the October 3, 2023 Board of Commissioners Meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the January 16, 2024 Board of Commissioners Meeting, this item was postponed to the February 20, 2024 Board of Commissioners meeting during agenda approval.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.

Alternatives

1. **Approve** the **sketch plan** for “Horizon Business Center.”
2. **Deny** the **sketch plan** for “Horizon Business Center.”

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Sketch Plan 3. Aerial Photograph

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Horizon Business CenterName of Applicant/Agent Nolan Andrews Phone (912) 228-2263Company Name MRD Partners, LLCAddress 463 Johnny Mercer Blvd, B-7-120, Savannah, GA 31410Owner of Record See on page 3 Phone (912) 228-2263

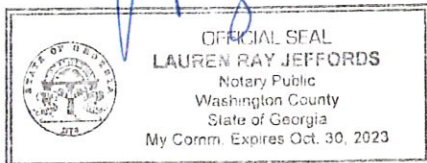
Address _____

Engineer Hussey Gay Bell & DeYoung Inc. Phone (912) 354-4626Address 329 Commercial Drive, Suite 200, Savannah, GA 31406Surveyor Hussey Gay Bell & DeYoung Inc. Phone (912) 354-4626Address 329 Commercial Drive, Suite 200, Savannah, GA 31406Proposed water Effingham County Proposed sewer Effingham CountyTotal acreage of property 19.01 Acreage to be divided N/A Number of Lots Proposed 1Current Zoning AR-1 & R-2 Proposed Zoning I-1 Tax map - Block - Parcel No See on page 3Are any variances requested? Yes If so, please describe: A buffer variance is requested on the McCall Rd boundary of the site due to the locational characteristics of the site and the support of the adjacent property owners.

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

This 9th day of August, 2023

Notary _____



Applicant _____

Owner _____

EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

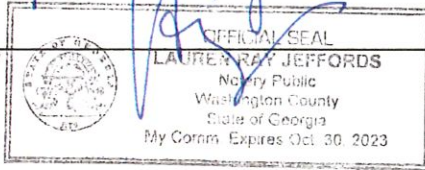
Office Use	Applicant Use	
(a) Project Information:		
	Y	1. Proposed name of development.
	Y	2. Names, addresses and telephone numbers of owner and applicant.
	Y	3. Name, address and telephone number of person or firm who prepared the plans.
	Y	4. Graphic scale (approximately 1"=100') and north arrow.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

	* 7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	* 8. Water distribution infrastructure master plan.

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

This 9th day of August, 2023

Notary



Applicant

Owner

Additional Response to Checklist Items:

(c) Proposed Features:

4. Existing buildings and structures to remain or be removed.

Roberts Tract (Parcels 0450D004A00 & 0450D004B00)

Two single family homes and out buildings to be removed.

Chenkin Tract (Parcel 0450D005)

Single family home, shop, and out buildings to be removed.

*7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).

We propose a private wastewater collection system on-site. This would include a low pressure force main and private grinder station that would connect to Effingham County's force main in the McCall Road ROW.

*8. Water distribution infrastructure plan.

We propose a connection to Effingham County's 16" watermain in the McCall Road ROW.

Owners of Record:

Ronald V. Roberts
Parcels 0450D004A00 & 0450D004B00
4828 & 4838 McCall Rd

Barry Chenkin
Parcel 0450D005
4884 McCall Rd



SITE HIGHLIGHTS:

TOTAL AREA = 18.3 ACRES
UPLANDS = 11.9 ACRES
WETLANDS = 6.4 ACRES
CURRENT ZONING = I-1
PROPOSED ZONING = I-1
BUILDING 1 - SINGLE LOAD
56,000 SF 600' X 240'
30 DOCK POSITIONS
2 DRIVE IN RAMPS
18 TRAILER POSITIONS
70 - COMMUTER PARKING

LEGEND
WETLANDS
MAJOR CONTOUR
MINOR CONTOUR
FLOOD PLAIN
DETENTION
BUILDING
PAVING



VICINITY MAP SCALE 1" = 2000' HORIZON BUSINESS CENTER

CONCEPT PLAN - MCCALL ROAD
BIRMINGHAM COUNTY, GA
DATE AUGUST 07, 2023 SCALE 1" = 60'

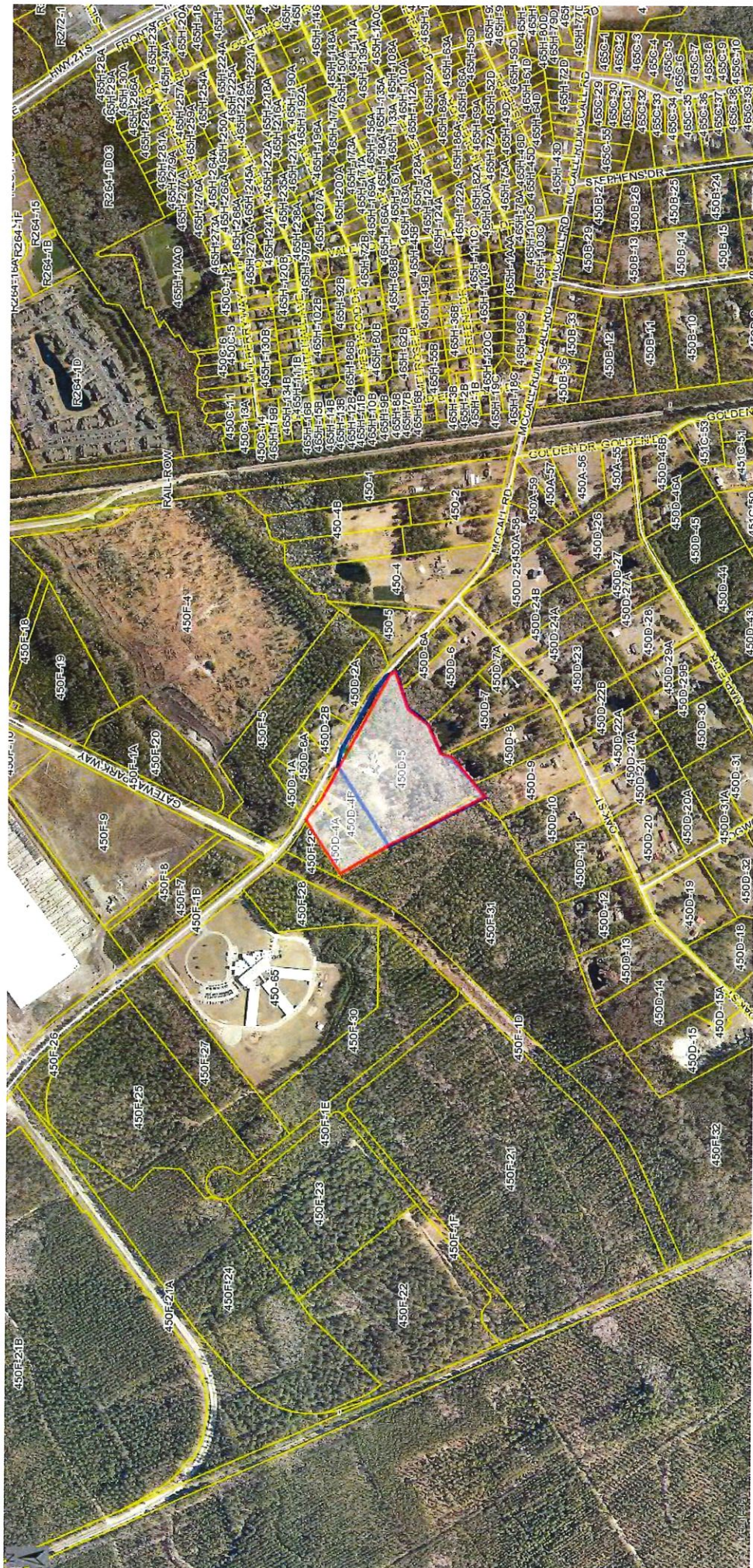
GRAPHIC SCALE
0' 10' 20' 30' 40' 50' 60'

HUSSEY GAY BELL
Established 1958

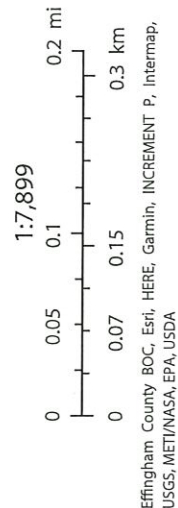
Item X. 1.



4830, 4840 & 4884 McCall Road



Item X. 1.



42

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: February 20, 2024

Item Description: **Eric Smith** requests a **conditional use** for a **rural business**. Located at 445 Golden Drive. [Map# 450A Parcel# 56]

Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request for a **conditional use** for a **rural business**.

Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The applicant requests a conditional use to operate a RV remodeling business.
- The property is currently zoned AR-1 and Golden Drive is a County maintained road.
- Applicant is working through the conditional use process to come into compliance, as this is an on-going Code Enforcement investigation.
- At the January 10, 2024, Planning Board meeting, Mr. Ryan Thompson made a motion for approval with the following added conditions:
 - A maximum number of 5 campers is allowed on the property at a time.
 - A 7ft privacy fence around the area where the rural business will take place.
 - Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
- Mr. Peter Higgins second the motion and it carried unanimously.
- At the February 6, 2024, Board of Commissioners meeting, the condition was added that the area the business would be conducted behind the home, and not encroach into the front yard.

Alternatives

1. **Approve** the request of a **conditional use** for a **rural business** with the following conditions:
 - The applicant shall provide proof of residence.
 - The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
 - A maximum number of 5 campers is allowed on the property at a time.
 - A 7ft privacy fence around the area where the rural business will take place.
 - Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
 - The business will be conducted behind the home and not encroach into the front yard.
2. **Deny** the request of a **conditional use** for a **rural business**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
450A-56

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
450A-56

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, ERIC SMITH has filed an application for a conditional use to allow for a rural business; map and parcel number 450A-56, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on February 6, 2024 and notice of said hearing having been published in the Effingham County Herald on January 17, 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 December 20, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a rural business; map and parcel number 450A-56, located in the 2nd commissioner district, is approved, with the following conditions:

- The applicant shall provide proof of residence.
- The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
- A maximum number of 5 campers is allowed on the property at a time.
- A 7ft privacy fence around the area where the rural business will take place.
- Only interior maintenance may be performed on the campers/RV, no automotive or paint repair.
- The business will be conducted behind the home and not encroach into the front yard.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Requesting Additional Position- Coroner

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: February 20, 2024

Item Description: Requesting Additional Position for the Coroner

Summary Recommendation:

Staff is requesting authorization to approve the addition of a Deputy Coroner.

Executive Summary/Background

Due to the increased caseload, Coroner David Exley requests an additional Deputy Coroner.

Alternatives for Commission to Consider

1. Approve the request for an additional Deputy Coroner.
2. Disapprove and provide staff with guidance.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager, Finance, Coroner, and Human Resources.

Funding Source: Already budgeted.

Staff Report

Subject: Ratification of Approval of an Indication of Roundabout Support Letter

Author: Alison Bruton, Procurement and Capital Projects Manager

Department:

Meeting Date: February 20, 2024

Item Description: Indication of Roundabout Support Letter

Summary Recommendation: Staff recommends approval of the ratification for the Indication of Roundabout Support Letter

Executive Summary/Background:

- This letter of support was required for PI 0020095, the roundabout construction at SR 30 and Kolic Helmey Road.
- The Board of Commissioners has already approved the development agreement for this project.

Alternatives for Commission to Consider

1. Ratification of Approval of an Indication of Roundabout Support Letter
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Procurement and CP

Funding Source: TSPLOST, Operating

Attachments: Indication of Roundabout Support Letter

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

Georgia Department of Transportation
Office of Program Delivery
600 West Peachtree Street, 25th Floor
Atlanta, Georgia 30308
ATTN: Kourtney Fassler, Project Manager

Location

Effingham County supports the consideration of a roundabout at the location specified below.

Description: SR 30 at Kolic Helmey Road

State/County Route Numbers: SR 30

Project: Effingham County; PI No. 0020095

Associated Conditions

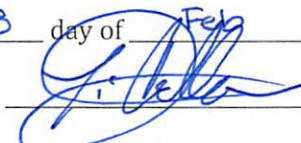
The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof.

We agree to participate in a formal *Local Government Lighting Project Agreement* during the preliminary design phase. This indication of support is submitted and all the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

Attest:

County or City Clerk

This 8 day of Feb, 2024
By: 
Title: County Manager

STATE OF GEORGIA)
EFFINGHAM COUNTY)

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into this 19th day of July, 2022, by and between Greenland Developers, Inc., a Georgia corporation, hereinafter referred to as the "Developer," and the Effingham County Board of Commissioners, hereinafter referred to as the "County," the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia.

RECITALS:

WHEREAS, Developer is the developer of the Helmey Tract hereinafter referred to as the "Project", a proposed subdivision consisting of approximately 340 residential homes; and

WHEREAS, the Developer desires certain commitments from the County, with regard to (i) transportation and access for the Project via Noel C Conaway Road (Ga Hwy 30) near the opposite side of Noel C. Conway Road from the intersection of Kolie Helmey (hereinafter referred to as the "Intersection"), (ii) the supply of reuse water service for the Project, and (iii) the supply of water and sanitary sewer service and disposal for the Project; and

WHEREAS the County finds that the provision of transportation service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest; and

WHEREAS the County finds that the provision of reuse water service to the Project is consistent with and in furtherance of the goals and purposes of the Effingham County Reuse Water Distribution program and is in the public interest; and

WHEREAS the County finds that the provision of water and sewer service to the Project is

consistent with and in furtherance of the goals and purposes of the Effingham County Water and Sewer program and is in the public interest.

NOW, THEREFORE, for an in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

WITNESSETH:

Section 1. Off-Site Traffic Improvements

- A. The County has constructed or will construct transportation systems having sufficient capacity to provide transportation access to the Project.
- B. Developer has retained and the County has approved EMC Engineering Services, Inc., a competent professional engineering firm registered in the State of Georgia (the "Design Engineer"), to design and observe the construction of such improvements as are necessary to construct the Intersection to the Project on-site roadway system within said Project, as shown on Exhibit 1, hereinafter referred to as the "Off-Site Traffic Improvements."
- C. The County has determined, based on the submission of Developer's Project and the unrelated planned-Intersection improvements described below in subparagraph D, the Intersection needed to serve the Project is a multi-lane transportation Roundabout. The Developer and County agree that the Engineer(s) will design the Intersection to the desired size and the Developer will construct said intersection, with Engineer(s) oversight during construction, at the Developer's sole expense.
- D. Prior to submission of Developer's Project, the County was in the planning phase of an improvement to the existing three-legged intersection of Hwy 30 and Kolic-Helmey Road. The Project now requires access to the Intersection, which requires expansion of the Intersection from

three (3) legs to four (4) legs. The County will underwrite the Intersection improvements prior to such expansion (in the amount of three (3) legs) , while the Developer will fund the additional cost to expand the Intersection to four (4) legs, subject to paragraphs H and I below; provided, however, that the County's contribution to the design cost shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and the County's contribution to the construction cost shall not exceed One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (collectively, the "Maximum Traffic Improvement Contribution"), as determined by estimates provided by the Developer's Engineer. These costs may be modified by revision of this Agreement should unknown issues arise during construction.

- E. The Developer has constructed or will construct the Intersection having sufficient capacity to provide transportation access to the Project, as shown on Exhibit 1. The County shall ensure the availability of transportation access at the connection point. The Off-Site Traffic Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.
- F. The County will be the applicant to the Georgia Department of Transportation (GDOT) for an encroachment permit for construction of the Intersection. The Developer will prepare the application and associated submittal attachments and assist the County with the submittal to GDOT. The County will pay all fees associated with the permit.
- G. Effingham County will be the applicant for all needed applications for any additional wetland impacts related to intersection improvements.
- H. Effingham County shall be solely responsible for any right of way acquisitions needed to complete the project.

Section 2. Off-Site Water Sewer Improvements and Capacity

- A. The County has constructed or will construct a water and sanitary sewer distribution system having sufficient capacity to provide potable water and sanitary sewer to the Project.
- B. In addition to any obligations set forth in Section 7 or any other provisions under this Agreement, the County shall ensure the availability and sufficient capacity of a water and sanitary sewer distribution system to service the Project's intended use, to include without limitation, a capacity no less than 30 ERUs (as later defined) per month commencing on July 1, 2023, until a maximum number of 340 ERUs are utilized or as otherwise agreed to in writing by the parties.
- C. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County water distribution and sewer collection systems from the current water distribution and sewer collection terminus to the on-site connection point for the Project in order to distribute water and sewer to and within the Project, as shown on the Preliminary Water and Sewer Plan attached hereto as Exhibit 1, and hereinafter referred to as the "Off-Site WS Improvements" and, together with the Off-Site Reuse Improvements and Off-Site Traffic Improvements, hereinafter collectively referred to as the "County Off-Site Improvements."
- D. The Developer has constructed or will construct water and sewer systems having sufficient capacity to provide water and sewer to the Project, as shown on the Preliminary Water and Sewer Plan attached hereto as Exhibit 1. The County shall ensure the availability of water and sewer services at the connection point. The off-site improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

Section 3. Off-Site Reuse Water Improvements and Capacity

- A. The County has constructed or will construct a reuse water system having sufficient capacity to provide reuse water to the Project.
- B. In addition to any obligations set forth in Section 7 or any other provisions under this Agreement, the County shall ensure the availability of adequate reuse water service and capacity at the connection point for the Project's intended use to include without limitation, a capacity no less than 30 ERUs (as later defined) per month commencing on July 1, 2023, until a maximum number of 340 ERUs are utilized or as otherwise agreed to in writing by the parties.. The Off-Site Reuse Water Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.
- C. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County reuse water distribution system from the current terminus of reuse water distribution to the Project on-site connection point in order to distribute reuse water to and within the Project, as shown on the Preliminary Reuse Water Plan attached hereto as Exhibit 1, hereinafter referred to as the "Off-Site Reuse Water Improvements."
- D. The Developer has constructed or will construct the Off-Site Reuse Water Improvements having sufficient capacity to provide sufficient reuse water to the Project, as shown on Exhibit 1. The County shall ensure the availability of reuse water at the connection point. The Off-Site Reuse Water Improvements shall be constructed pursuant to plans approved by the County and appropriate regulatory authorities.

Section 4. Maximum County Contributions Adjustments and Payment

- A. In the event of a "Significant Price Increase" in material cost occurring during the performance of the County Off-Site Improvements through no fault of the Developer, the Maximum County Contributions described above shall be equitably adjusted based on the percentage increase in costs with respect to such material(s). A change in price of an item of material will be considered a "Significant Price Increase" when the price of an item increases or decreases by greater than 20% percent between the dates of the estimates and performance. In order to receive an adjustment to one or more of the Maximum County Contributions, Developer shall share with the County, in writing, Developer's estimated costs for the relevant materials that it believes may be subject to potential escalation (the "Escalation List"). Prior to purchasing any of the listed materials, the Developer must provide the County with three (3) timely and credible proposals from suppliers as well as a third-party price index such as RS Means, Steel Market Update or the like to confirm the credibility of the proposals. If Developer suffers a Significant Price Increase that cannot be overcome through value engineering, substitutions or early purchasing/warehousing, then the parties agree to adjust the Maximum County Contributions by the increase in material costs indicated in the lowest proposal or price index amount presented to the County. These change orders shall not include overhead or profit mark-ups on the increases from the Developer or any of its materialmen, contractors or subcontractors. Failure to include a material in the initial Escalation List shall be considered a waiver of the right to seek escalation for such materials without the County's consent. If prices decrease from what was in the Developer's original cost, the County shall be entitled to a deduct.
- B. Reimbursement for the design and construction costs associated with the County's portion of the Off-Site Improvements to the Developer shall be in the form of reimbursement of actual costs supported with invoice.

Section 5. Inspection, Construction and Dedication of Off-Site Improvements.

A. Developer shall provide for inspection of the County Off-Site Improvements by the Design Engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to utility relocation, roadway construction, traffic signage, piping, pump systems, structures, appurtenances, and other incidentals associated with road, reuse water, potable water and sanitary sewer infrastructure and improvements that serve the Project, and all related material and work (collectively, the "Infrastructure"), meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the County Off-Site Improvements signed by the Design Engineer and/or independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers, including, as applicable, by test results for utility and stormwater pipe deflection, water and sewer pressure, leaks, water borne bacteria, backfill and roadway compaction, water and sewer flow tests, asphalt/concrete testing, and other tests required by the County. All design, construction, inspection, and other costs incurred to construct the County Off-Site Improvements and connect same to the Project shall be borne by the Developer and reimbursed by the County as stated in Section 2 above. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the County Off-Site Improvements.

B. Upon completion of the construction of the County Off-Site Improvements, certification by the Design Engineer, provision of the "record" drawings, and compliance with any other requirements reasonably imposed by the County, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the County Off-Site

Improvements located within public easements or right-of-ways, up to but not including utilities, signs, and roadway. This dedication shall include all rights, title, and interest that the Developer has in the County Off-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

- C. Developer shall provide to the County a recordable plat(s) showing all public easements and/or rights-of-way that contain roadway and utilities that, are to be owned and maintained by the County. If the Developer fails to provide the recordable plat, the County shall not accept the County Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.
- D. The County will be responsible for closure of the GDOT encroachment permit and dedication of the Intersection improvements within State Rights-of-way to GDOT.

Section 6. On-Site Improvements.

- A. Developer has retained the Design Engineer to design and observe the construction of such improvements as are necessary to extend the County Off-Site Improvements from the County connection points to the Project and to distribute traffic, water, sanitary sewer and reuse water service to and within the Project, hereinafter collectively referred to as the "Project On-Site Improvements." The Developer shall select a competent contractor for the construction of the Project On-Site Improvements. The Developer shall notify the County of the selection and provide a copy of the contract amount. The County reserves the right to advise the Developer of any prior contractual arrangements between the contractor and County that resulted in default, litigation, and / or poor performance and request consideration of another contractor. The Project On-Site Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the Project On-Site Improvements are of sufficient capacity to serve the Project.

- B. Developer shall provide for inspection of the Project On-Site Improvements by the Design Engineer during construction and shall ensure compliance with all County design and construction requirements. Developer shall provide to the County a statement from the Design Engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the Infrastructure and all related materials and workmanship meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the Project On-Site Improvements signed by the Design Engineer and/or an independent inspector. Upon request of the County, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for deflection, pressure, leaks, bacteria, compaction and flow tests required by the County. All design, construction, inspection, and other costs incurred to construct the Project On-Site Improvements and connect to the County reuse water system shall be borne by the Developer. The Developer shall hold the County harmless for and indemnify the County against any and all claims for damages or personal injuries caused by or arising from the faulty or negligent construction of the Project On-Site Improvements.
- C. Upon completion of the construction of the Project On-Site Improvements, certification by the Design Engineer, provision of the "record" drawings, and compliance with any other requirements reasonably imposed by the County pursuant to Section three (3) of this agreement, the County shall, upon dedication by the Developer and subject to approval of the County, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of the roads and traffic infrastructure that comprise On-Site Improvements and such water, sanitary sewer and reuse water portions of the Project On-Site Improvements as are located within public easements or right-of-ways, up to but not including individual metering points. This dedication shall include all rights, title, and interest that the Developer has in the Project On-Site Improvements and also all easements and/or right-of-way required for the purpose of maintenance

thereof.

- D. The plans and specifications for the Project On-Site Infrastructure shall be consistent with the County's design standards and ordinances, as well as applicable state and federal regulations at the time of plan approval by the County. The County Representative and the Developer shall coordinate the planning, design, and construction of the Project On-Site Infrastructure to generally adhere to the County's water and sewer master planning for the region.

Section 7. Connection Fees; Recurring Water and Sewer Service Fees.

The County will charge, and the Developer will pay (or cause to be paid), Water Tap-in Fees, Sewer Tap-in Fees, Water Connection Fees, Sewer Connection Fees, Water Re-Use Fees, Water Meter Installation Fees, Water Meter Application Fees, and any other applicable connection charges as are in effect at the time of each such connection, for each connection to the water and sewer system within and serving the Project (collectively, the "Connection Fees"). Such fees shall be levied on a nondiscriminatory, per ERU basis, as applicable, unless metered to account for actual use (*e.g.*, water meters). Such fees shall be paid prior to occupancy. For purposes of this Agreement, the term "ERU" shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family detached residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by ordinance of the County; provided, however, that the determination of the number of ERUs for the individual users on the Property shall be made on the same basis as all other users within the County.

Section 8. Term; Renewal.

The initial term of this agreement shall be two (2) years, commencing on July 9, 2022 and ending on July 1, 2024. *ewl*

Section 9. Compliance with Laws.

Developer shall comply with all existing and future County ordinances, rules, and regulations relating to the connection to and use of the County's transportation systems. Nothing in this Agreement shall limit the right of the County to impose other fees or to create special tax districts to enable the County to recover all costs incurred in providing transportation service to the Property.

Section 10. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 11. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 12. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 13. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 14. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any

court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 15. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 16. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield GA 31329

If to Developer: Greenland Developers, Inc.
 Attn: Brett Bennett
 1750 Hwy. 21 N.
 Springfield, GA 31329

With a copy to: Bill Glass, Esq.
 Weiner Shearouse Weitz Greenberg & Shawe, LLP
 14 East State Street
 Savannah, GA 31401

Section 17. Excusable Delay.

Neither the County nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "force majeure"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party. In no event shall the County be held liable to the Developer for consequential damages or economic losses arising from delayed performance; provided, however, that in the event the County fails to timely perform its obligations under this Agreement after written notice of default from the Developer, then Developer shall be entitled to complete the County's construction obligations hereunder, and, if Developer undertakes to and does complete all or a portion of the County's construction obligations hereunder be entitled to a reimbursement for the cost of such completion otherwise payable under this Agreement.

Section 18. Assignment.

This Agreement may be assigned in whole or in part by the Developer with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 19. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the County

has cause these presents to be executed by its proper officer under seal, affixed, this 19th day of July, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

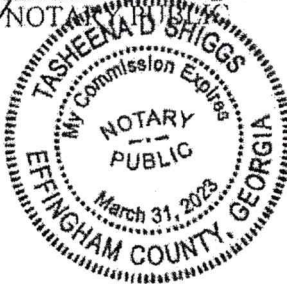
By: Wesley M. Corbitt
WESLEY M. CORBITT, CHAIRPERSON

Attest: S. Johnson
STEPHANIE D. JOHNSON, COUNTY CLERK

Sworn to and subscribed before me this
19th day of July, 2022.

WITNESS

Tasheena D. Shiggs
NOTARY PUBLIC



[The balance of this page is intentionally blank.]

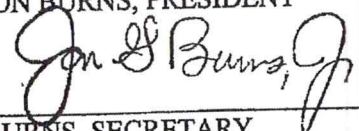
[Signatures continue on the following page.]

GREENLAND DEVELOPERS, INC.

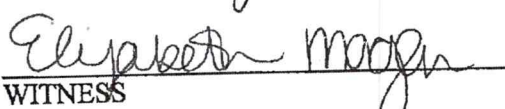
By:


WILSON BURNS, PRESIDENT

Attest:


JON BURNS, SECRETARY

Sworn to and subscribed before me this
26 day of July, 2022.


WITNESS


NOTARY PUBLIC

Crystal Graham Higdon
Notary Public, Effingham County, Ga
My Commission Expires August 15, 2025

Staff Report

Subject: Consideration to Approve a Resolution of Surplus

Author: Alison Bruton, Purchasing Agent

Department: Various

Meeting Date: February 20, 2024

Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:

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

Alternatives for Commission to Consider:

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Various

Funding Source: NA

Attachments:

- Resolution of Surplus

NOTICE OF SALE

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on **February 20, 2024** by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

Description	Department	Year	Make	Model	Serial Number / Identifying Number	Amount	UOM
Dump truck	Public Works	2000	GMC	C Series Truck	1GDP7H1C9YJ515937		
Dump Truck	Public Works	1998	Ford	Dump Truck	1FDXF80E3WVA15204		
Dump Truck	Public Works	2009	Freightliner	M2112	1FVHC5CV69HAH1834		
Wheel Loader	Public Works		Caterpillar	983G			
Tractor	Public Works		Massey Ferguson	4243	25134?		
Tractor	Public Works	1998	John Deere	5410	25TR126		
Wood Chipper	Public Works		Vermeer	BC 1000XL	25093		
Semi Truck	Public Works	2001	Volvo	Tractor	4V4NC9GH31N307751		
Low boy trailer	Public Works		Fontaine		25109?		
Tractor/ Boom Ax	Public Works		John Deere/ Alamo	7130	25TR135		
Stationary Generator	Public Works		Generac	50KW			
Vibratory Roller	Public Works		Caterpillar	CS563C	25065		
Boom Ax	Public Works		Alamo	MB22-2			
Vehicle Lift	Public Works		AMMCO	2 Post Lift			
Bucket-Mini excavator	Public Works			2ea- Mini excavator bucket			
Bucket- Excavator, Various sizes	Public Works			5ea- excavator bucket			
Excavator Grapple	Public Works			Grapple			
Water Tank	Public Works			5000? gallon water tank			
Tank	Public Works			250? Gallon tank			
Trailer	Public Works			Sprayer tank/ Trailer			

Seeder	Public Works		Land Pride	3 Point Seeder			
Mower	Public Works			6' 3 point bush hog mower			
Disk/ Harrow	Public Works			8' 3 point disk/ harrow			
Root Rake	Public Works			Loader Root Rake			
Vehicle	ECSO	2019	Dodge	Durango	1C4SDJFTXKC631747		
Vehicle	ECSO	2021	Dodge	Charger	2C3CDXAT1MH664087		
Vehicle	ECSO	2021	Dodge	Charger	2C3CDXAT5MH664089		
Honda PPV Fan	Fire Department		Honda		GC01-2351696	1	
Honad PPV Fan	Fire Department		Honda		GC01-3206892	1	
Honda PPV Fan	Fire Department		Honda		GC01-3210434	1	
Gas can mounts	Fire Department				Zico	10	
PPV Fan	Fire Department				5901925	1	
Honda Water pump	Fire Department		Honda		GCAFT-2734098	1	
Enforcer portable exingushers	Fire Department		Enforcer			2	
Grant portable water monitor	Fire Department		Grant			1	
Scagg Lawn mower 61 Cheeta	Fire Department		Scagg	61 Cheeta		1	
Davey water pump	Fire Department		Davey		130508YD10213	1	
Hurst power unit	Fire Department		Hurst			1	
hurst spreader	Fire Department		Hurst			2	
Hurst Cutter	Fire Department		Hurst			1	
Akron Hose clamps	Fire Department		Akron			2	
Lincon weld pack 100	Fire Department		Lincon		10477U1981100182	1	
Honda Gx 100 motor	Fire Department		Honda		DPU3000983	1	
Electric PPV	Fire Department				50BC03530X	1	
Eagle Breathing Air Compressor Model OGO934	Fire Department		Eagle	Model OGO934	8090794	1	

Aluminum truck tool boxes	Fire Department					3	
250 gallon Poly Tank	Fire Department					1	
750 gallon Poly Tank	Fire Department					1	
Coleman Powermate 5,000 generator	Fire Department		Coleman	5,000	970301A	1	
Genrac 15000 generator	Fire Department		Genrac	15,000	8090794	1	
Honda 10,000 generator	Fire Department		Honda	10,000		1	

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

This _____ day of February, 2024

Effingham County Board of Commissioners

ATTEST:

Stephanie Johnson, County Clerk

Staff Report

Subject: FY 2024 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 2/20/24
Item Description: Consideration to approve an amendment to the FY 2024 budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2024 budget.

Executive Summary:

Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:

Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:

1. Allocating additional funding for Recreation & Sports Management for additional baseball equipment and pitching machines.

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2024.
2. Do not approve the resolution.
3. Provide staff with direction.
- 4.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the resolution to amend the budget for FY 2024.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

Fund Balance

Attachments:

FY 2024 budget amendment resolution

Resolution# _____

State of Georgia
County of Effingham

RESOLUTION TO AMEND THE FY 2024 BUDGET

WHEREAS, the FY 2024 budget of Effingham County was adopted on June 6th, 2023 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	TYPE	AMOUNT	DESCRIPTION
029	RECREATION	OPERATING SUPPLIES	270-6110-029-53-1102	EXP	17000.00	allocate funds for baseball equip & pitching machines
029	RECREATION	CASH CARRY FORWARD	270-38-9015	FB	-17000.00	allocate FB for baseball equip & pitching machines
						0.00 net entries

This amendment allocates funding for Recreation & Sports Management in operating supplies.

Approved this _____ day of _____ 2024.

Attest:

 Stephanie D. Johnson, County Clerk

 Wesley M. Corbitt, Chairman

Staff Report

Subject: Addendum No. 16 to the Effingham County Financial Policies
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 2/20/24
Item Description: Consideration to approve Addendum No. 16 to the Effingham County Financial Policies

Summary Recommendation:

Staff recommends approving Addendum No. 16 to the Effingham County Financial Policies which defines surplus fund balance and its uses, defines limitations on debt and defines the County investment policy.

Executive Summary

The county recently engaged Davenport & Company to assist with several financial projects. This included a review of our financial policies, and after that review Davenport has proposed several changes contained in this addendum to our financial policies.

The first proposed change is under the 'Fund Balance' heading on page 26. It creates a new sub-section F-4. The Board previously approved setting a minimum fund balance requirement of 25% of annual expenditures and this addendum proposes that any fund balance in excess of 40% be considered surplus fund balance and available for one-time expenditures, such as capital outlays.

The second proposed change is under the 'Financing and Debt Management' heading on page 32, and it creates a new section M. This section defines the maximum debt that the County can take on as being 1.75% of the total taxable full value (market value) of the County. Debt service can be no more than 15% of operating expenditures. Self-supporting enterprise funds may be excluded from these percentages.

The final proposed change creates an entirely new heading in the policies, 'Investments'. The County does not currently have a formally defined investment policy. This policy describes the fundamentals of County investments and describes which investments the County may participate in under Georgia law. The proposed policy is very similar to policies of other comparable local governments.

Davenport recommended these changes in general, with County staff determining the particulars of the changes. Having these policy changes in place will not just help financial governance but will improve how rating agencies and other stakeholders view the County.

Alternatives for Commission to Consider:

1. Approve the proposed addendum to the financial policies.
2. Do not approve the proposed addendum to the financial policies.
3. Provide staff with direction

Recommended Alternative:

4. Staff recommends Alternative number 1 – Approve the proposed addendum to the financial policies.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

No funding required

Attachments:

Addendum No. 16 to the Effingham County Financial Policies

Financial Policy Addendum No. 16

Fund Balance

4. Surplus fund balance: Fund balance will be considered a surplus if over 35% of the current year's expenditures. Should unassigned fund balance ever exceed 35%, the County will consider such fund balance surplus for one time expenditures that are non-recurring in nature and which will not require addition future expense outlays for maintenance, additional staffing or other recurring expenditures.

Financing and Debt Management

- m. **Limitations on Debt.** Georgia law limits the amount of general obligation debt that the County may issue to 10% of the assessed value of all taxable property located within the boundaries of the County (Georgia Constitution, Article 9, Section 5, Paragraph 1). However, the County takes a more conservative approach and limits the issuance of all tax supported debt, which includes any General Obligation, Intergovernmental Agreement, SPLOST and Long Term Lease Obligations, to no more than 1.75% of Total Taxable Full Value (Market Value) of the County. Additionally, total tax supported debt service including General Obligation, Intergovernmental Agreement and Long Term Lease obligations, but excluding SPLOST debt, will not exceed 15% of the Operating Expenditures and Debt Service of the General Fund. Intergovernmental debt that is supported by the full faith and credit of the County but is self-supported by enterprise fund revenues (or other similar types of revenues), may be excluded from the debt as a percent of full value and debt service as a percent of expenditure ratios.

Investments

- a. **Objective.** The objective of this policy is to maximize investment earnings with a strong focus on the safety of principal, while remaining sufficiently liquid to meet all operating requirements which might be reasonably anticipated.
- b. **Scope.** This investment policy applies to all cash and investments which are the responsibility of and under the management of the Effingham County Board of Commissioners.
- c. **Authority to Invest.** The Finance Director of the County is responsible for investment activities. The creation of new investment accounts must be approved by the Effingham County Board of Commissioners. Additional accounts with Georgia Fund I (also called LGIP) may be authorized by the Chairman.
- d. **Eligible Investments.** The County shall make investments in only those instruments that local governments are permitted to invest in under O.C.G.A. 36-83-4. Those instruments are:

- Obligations of this state or of other states
- Obligations issued by the United States government
- Obligations fully insured or guaranteed by the United States government or a United States government agency
- Obligations of any corporation of the United States government
- Prime bankers' acceptances
- The local government investment pool established by Code Section 36-83-8 (i.e. Georgia Fund I, also called 'LGIP')
- Repurchase agreements
- Obligations of other political subdivisions of this state

Eligible investments must have (or be collateralized by other eligible investments that have) a long-term rating equal to or greater than Aa3 from Moody's Investors Service, AA- from Fitch Ratings, or AA- from Standard & Poor's Rating Services.

- e. **Reporting.** Investment activities shall be included in the reporting that financial policies require staff to regularly prepare for the Board.

EXHIBIT "A"**RESOLUTION****OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY**

WHEREAS, the Board of Commissioners of Effingham County has laid out and determined a project designated Baker Park Improvements to expand existing facilities and better service the general public, being more particularly described in a plat labeled Baker Park Division a Minor Subdivision for Effingham County Board of Commissioners, to which reference is hereby made.

WHEREAS, in order to implement said plan, it is necessary for the Board of Commissioners of Effingham County to acquire certain properties located in Effingham County that are now owned by private properties; and

WHEREAS, the property herein described and as listed below, shown on record as 224 Courthouse Road, Springfield, Georgia is essential for the construction of said project; and

WHEREAS, the acquisition of such properties is for a public purpose;

NOW, THEREFORE, it is found by the Board of Commissioners of Effingham County that the circumstances are such that it is necessary that the parcels be acquired by condemnation under the provisions of O.C.G.A. § 22-2-101 et seq..

The Board of Commissioners of Effingham County shall proceed to acquire the lands herein described by condemnation under provisions of said Code Section, and the Attorney for the Board of Commissioners of Effingham County is authorized and directed to file condemnation proceedings to acquire said property.

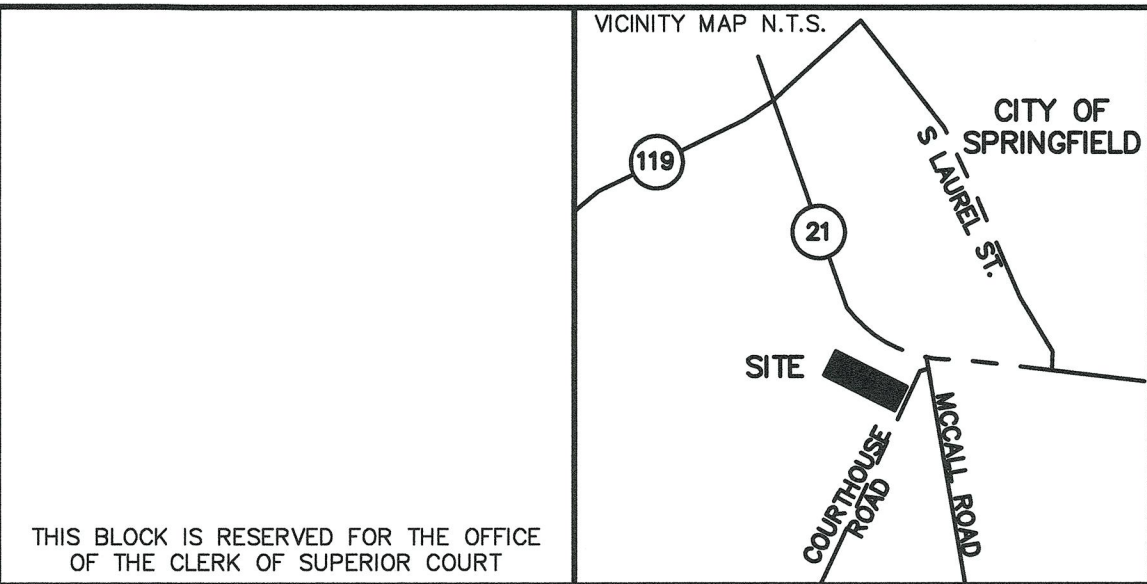
RESOLVED, this _____ day of _____, 2024.

Board of Commissioners of Effingham County

BY: _____
Wesley M. Corbitt, Chairperson

ATTEST: _____
Stephanie Johnson, Clerk of Commission

{SEAL}



REFERENCES:

DEED BOOK 399 PAGE 76

DEED BOOK 2754 PAGE 545

DEED BOOK 456 PAGE 497

DEED BOOK 1206 PAGE 147

DEED BOOK 2614 PAGE 949

DEED BOOK 800 PAGE 88

PLAT BOOK 28 PAGE 669

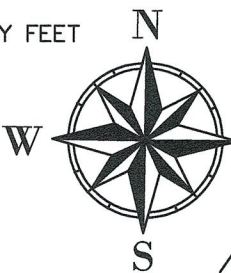
PLAT BOOK I PAGE 25

PLAT BOOK K PAGE 156

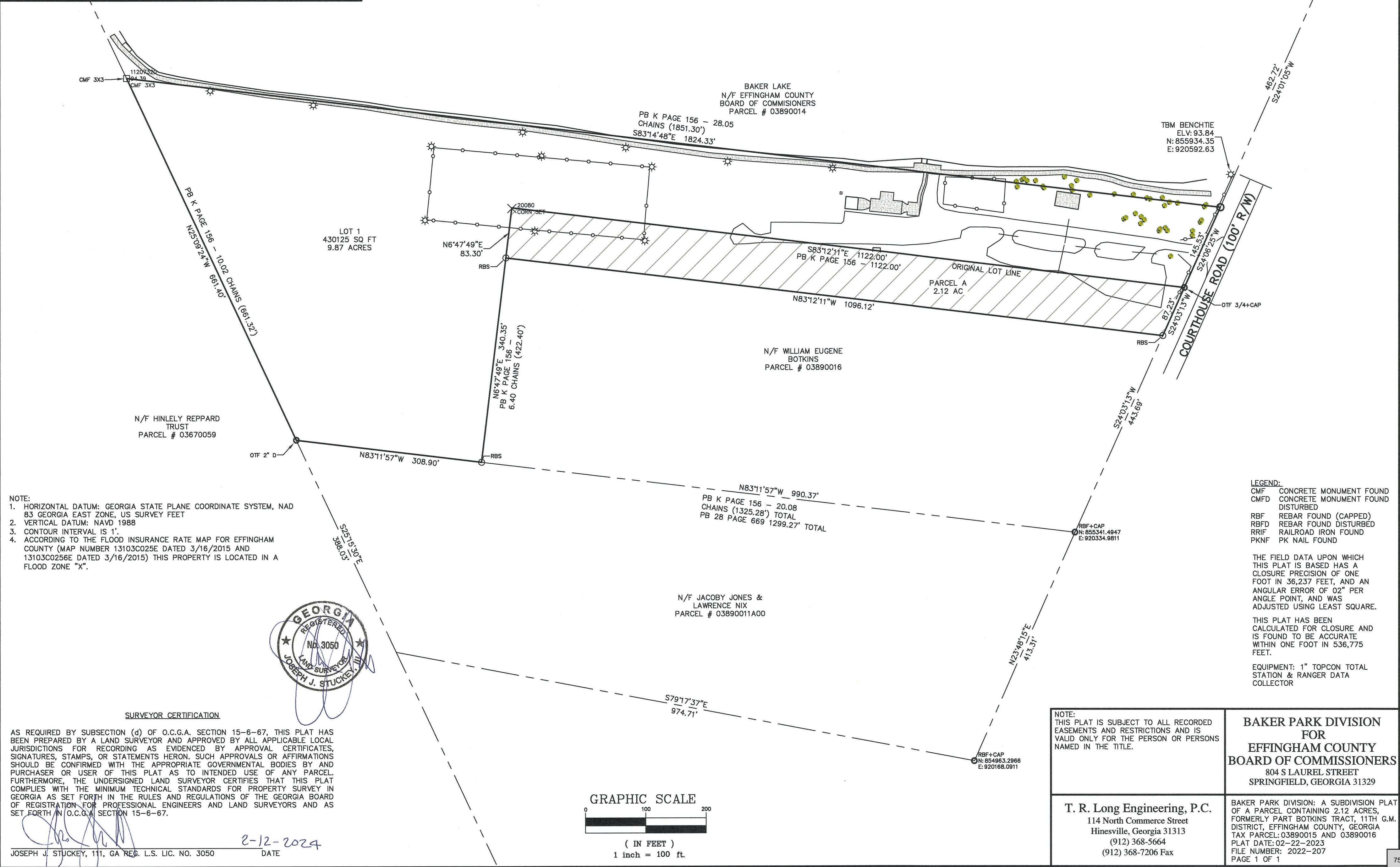
PLAT BOOK 111 PAGE 160

PLAT BOOK A333 PAGE B2

GEORGIA STATE PLANE
EAST ZONE
NAD 83, US SURVEY FEET



Item XI. 6.



Staff Report

Subject: Termination of Easement Agreement
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: February 6, 2024
Item Description: Consideration to approve a Quitclaim Deed and terminate an Easement Agreement between Effingham County Board of Commissioners and Amy M. Helmly and Vicki Tuten Renfroe located across a property on Brogdon Road

Summary Recommendation:

After consulting with staff at EOM Operations it has been determined the easement agreement is no longer needed. Staff recommends approval to terminate the agreement.

Executive Summary:

The agreement was requested by Joyce A. Tuten. The family wishes to take over maintenance of the ditch and has requested that the county terminate the agreement. The termination agreement was drafted by the County Attorney.

Background:

Staff received a request from Joyce A. Tuten to formalize an informal agreement entered with Public Works staff by the late Mr. Jack Tuten pertaining to a ditch created by the county. The Board of Commissioners approved a drainage easement agreement on November 5, 2019.

Alternatives for Commission to Consider:

1. Approve the Quitclaim Deed and Termination of Easement Agreement as presented.
2. Do not approve the Quitclaim Deed and Termination of Easement Agreement

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: N/A **Department Review:** Administration, Public Works, County Attorney

Funding Source: No funding is required.

Attachments:

1. Quitclaim Deed/Termination of Easement Agreement
2. Plat of property
3. Documentation supporting ownership

Please cross reference to:
Deed Book 2557, Page 250

STATE OF GEORGIA
COUNTY OF EFFINGHAM

QUITCLAIM DEED AND TERMINATION OF EASEMENT AGREEMENT

This Quitclaim Deed and Termination of Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2024 by and between Amy Margaret Helmly and Vicki Tuten Renfroe (hereinafter referred to as "Tuten") and the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "Effingham County"):

WITNESSETH:

WHEREAS, Tuten owns two parcels of real property known as 307.68 acres, more or less, as shown and more particularly described on that certain map or plat made by Warren E. Poythress, R.L.S. No. 1953, dated August 12, 2008, recorded in Plat Cabinet D-9, Slide B-1, and as 7.6 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, County Surveyor, dated February 6, 1975, recorded in the records of the Clerk of Superior Court for Effingham County, Georgia. Both parcels of land are further described on Exhibit "A" which is specifically incorporated herein and made a part hereof (both parcels of land hereinafter referred to as the "Tuten Property"; and

WHEREAS, Joyce S. Tuten and Effingham County entered into a Drainage Easement Agreement on November 5, 2019 and recorded in Deed Book 2557, Page 250 in the records of the Clerk of Superior Court for Effingham County, Georgia; and

WHEREAS, Tuten and Effingham County have agreed to the termination of the 30 foot drainage easement that encumbers the Tuten Property. The 30 foot drainage easement is described on that certain map or plat made by Adolph N. Michelis, R.L.S. No. 1323, dated July 3, 2019, recorded in Plat Book 28, Page 684, in the records of the Clerk of Superior Court for Effingham County, Georgia and said plat is attached hereto as Exhibit "B" and specifically incorporated herein and made a part hereof; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do covenant and agree as follows:

1. Recitals. The above preamble and recitals are hereby incorporated as if restated verbatim.
2. Effingham County's Termination and Quitclaim of Easement. Effingham County terminates its right to use the 30 foot drainage easement and forever releases the Tuten Property. Effingham County hereby remises, releases, and quitclaims all of its interest in the 30 foot drainage easement that encumbers the Tuten Property. Effingham County hereby accepts the termination of the 30 foot drainage easement, and it forever waives any right to use and/or maintain said 30 foot drainage easement.
3. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument.

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

AMY MARGARET HELMLY L.S.

VICKIE TUTEN RENFROE L.S.

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

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

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

By: _____
Wesley Corbitt
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

EXHIBIT "A"

ALL that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Three Hundred Seven and Sixty-Eight Hundredths (307.68) acres, more or less, consisting of three parcels as described on that certain plat prepared by Warren E. Povthress on August 12, 2008 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet D-9, B-1, having Tax Assessor Parcel ID No. 03180021, and being the same property conveyed by Quitclaim Deed from Josephine W. Shearouse to Joyce Ann S. Tuten dated July 10, 2012 and recorded August 6, 2012 in the office of said Clerk of Superior Court in Deed Book 2116, page 173.

AS WELL AS

All that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing seven and six tenths (7.6) acres of land, more or less, as described on that certain plat prepared by Paul Weitman, County Surveyor, Effingham County, Georgia, dated February 6, 1975, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 9, page 66, for better determining the metes and bounds of said lands herein conveyed, and being the same property conveyed by Deed of Gift from Wilton B. Shearouse and Josephine W. Shearouse to Joyce Ann S. Tuten and Jack W. Tuten, Jr. dated February 26, 1975 and recorded February 28, 1975 in the office of said Clerk of Superior Court in Deed Book 170, Folio 10.

This deed is executed and delivered subject to valid restrictive covenants, easements rights-of-way of record.

0125010000

PARTICIPANT ID

FILED IN OFFICE
CLERK OF COURT
11/06/2019 03:49 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Elizabeth J. Hursey

RF	% REBAR FOUND
RES	% REBAR SET
PL	PROPERTY LINE
CLF	CONC. MON. FOUND
NUT	NOW OR FORMERLY
PP	POWER POLE
EQUIP. USED TOTAL STATION	
TOPCON 303	

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
STLVANA, GEORGIA 30467
PH. (912) 828 3872

SURVEYORS CERTIFICATION

[illegible]

203-19 DATE: 04 JUL 15 00:00:1533

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/76/2015, THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLAIN).

318-21
N/F
JOYCE S TUTEN

318-22
N/F
JOYCE S. TUTEN

S-87 24 08-E

318-21
N/F
JOYCE S TUTEN

REFERENCES:
PB-21 PAGE 138
PB-33 PAGE 888

TUTN.DGN JUNE 2019

SURVEY FOR
 JOYCE S. TUTEN
 SURVEY TO ESTABLISH A 30
 DRAINAGE EASEMENT.
 LOCATED IN THE 10TH G.M.D.
 EFFINGHAM COUNTY, GEORGIA
 SURVEYED 25 JUNE 2019
 PLAT DRAWN 30 JUNE 2019

NOT TO SCALE

SITE

VICINITY MAP

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY
ZONING ADMINISTRATOR
Deborah 11-1
ZONING ADMINISTRATOR DATE

519

NOTE: SUBJECT PROPERTY IS A SURVEY OF MAP & PARCEL 318-22 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.I.M.A FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE THE 500 YEAR FLOODPLAIN)

VICINITY MAP

SITE

NOT TO SCALE

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR

Dean Forefoot 11-6-19
ZONING ADMINISTRATOR DATE

LEGEND:
IRF 5/8" REBAR FOUND
IRS 5/8" REBAR SET
PL PROPERTY LINE
CMF CONC MON. FOUND
N/F NOW OR FORMERLY
PP POWER POLE

EQUIP. USED TOTAL STATION
TOPCON 303
ERROR OF CLOSURE
±24,000 PLAT NOT ADJUSTED

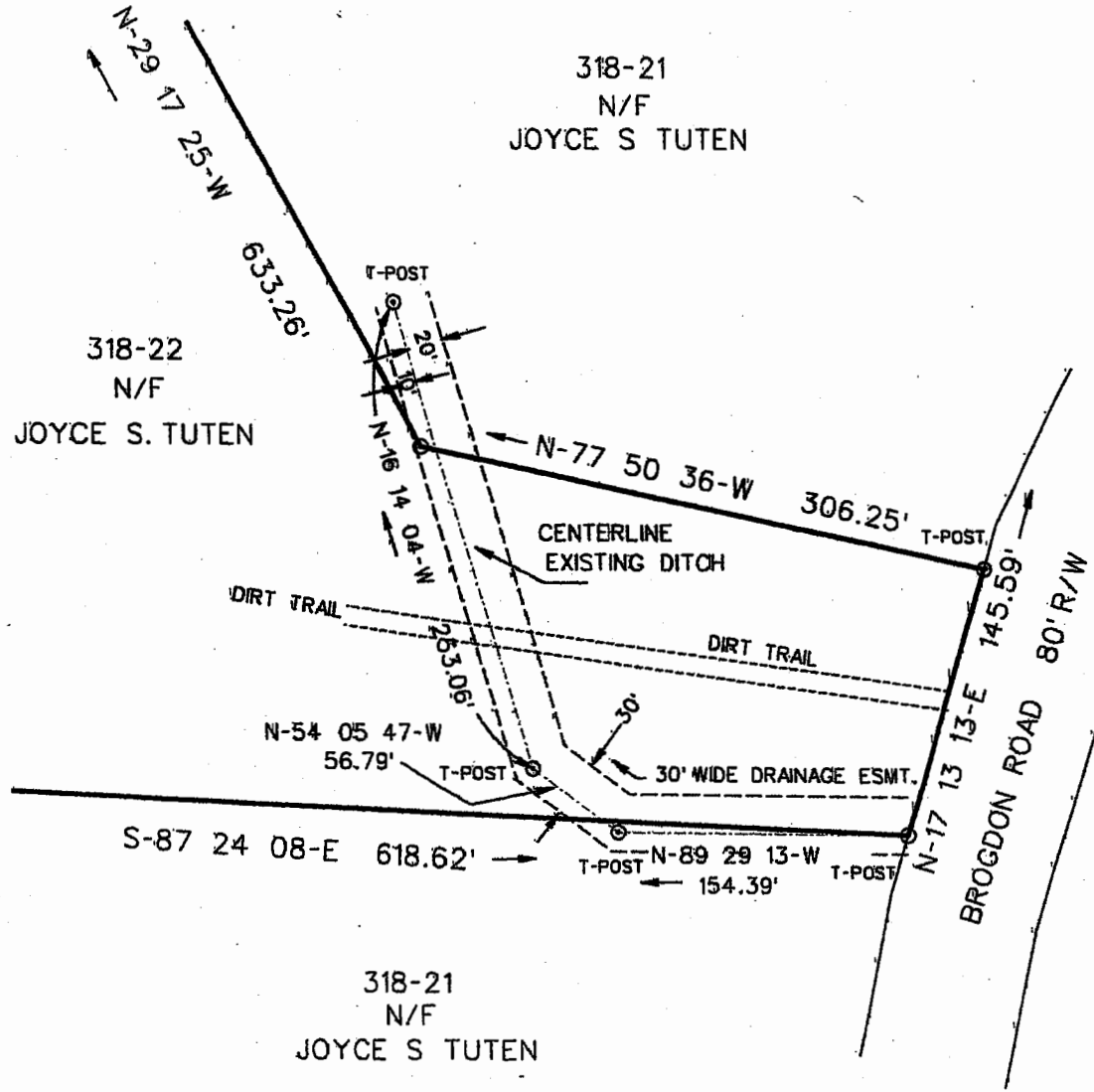
ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3972

SURVEYORS CERTIFICATION

As required by subsection 1d of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Adolph N. Michelis
GA REG. L.S. LIC. NO. 1323 DATE: 7-07-19



REFERENCES:
PB-21 PAGE 138
PB-33 PAGE 888

SURVEY FOR
JOYCE S. TUTEN
SURVEY TO ESTABLISH A 30'
DRAINAGE EASEMENT.
LOCATED IN THE 10TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 25 JUNE 2019
PLAT DRAWN 30 JUNE 2019

TUTN.DGN JUNE 2019

IN THE PROBATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

IN RE:

Jack Walter Tuten, Jr,
DECEASED

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)
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)

ESTATE NO. 2019-7718W

FINAL ORDER FOR YEAR'S SUPPORT

The Petition for a Year's Support for Decedent's (Surviving Spouse) (and) (minor child(ren)), setting forth the property sought to be set aside as a year's support, was filed; notice was issued, published, and served as required by law; and no objection was filed to the Petition.

WHEREFORE IT IS ORDERED that the Petition is granted and the property shown on the schedule of property attached hereto as Exhibit "A" and made a part hereof is hereby awarded to Joyce Ann S. Tuten, Decedent's surviving spouse, and
[Name of Surviving Spouse]

_____, Decedent's minor child(ren), and
[Name(s) of Minor Child(ren)]
further that property taxes on any real property awarded hereby shall be divested as elected in the Petition and as allowed by law.

SO ORDERED this 9th day of SEPTEMBER, 2019

Beth Rahn Moley
Judge of the Probate Court

*Year's Support Petition for Estate No. 2019-7718W was received, researched, and verified by the Effingham County Tax Commissioner's office for 2019 tax year release. Map/parcel 03180-022-000 located at 1205 Brogdon Rd; Guyton, GA 31312 is approved for Years Support. The Petitioner will be responsible for paying fire and sanitation fees, as applicable.

If the property transfers ownership prior to receiving and applying the Year's Support, then the Petitioner does not benefit from tax relief.

State of Georgia- County of Effingham
Certified A True Copy of the original record
remaining In the Probate Office.
This 16th day of Sept, 2019
Judge/Clerk Probate Court

Prudence Pierce

DOC# 007666

FILED IN OFFICE

9/12/2019 04:11 PM

BK:2545 PG:348-350

ELIZABETH Z. HURSEY

CLERK OF SUPERIOR COURT

EFFINGHAM COUNTY

Probate Court Return Mailing Address:

~~4205 Brogdon Road~~ 700 N. PINE ST, SUITE 146
~~Guyton, GA 31312~~ SPRINGFIELD, GA 31329

PT-61 051-2019-002398

(Above space to be used for filing in Superior Court Clerk's Office of Deeds and Records)

IN THE PROBATE COURT OF EFFINGHAM COUNTY
 STATE OF GEORGIA

IN RE:

Jack Walter Tuten, Jr.
 DECEASED

)
)
)
)

ESTATE NO. 2019-7718W

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
 (Pursuant to O.C.G.A. § 53-3-11)

DATE ORDER GRANTED: SEPTEMBER 9, 2019GRANTOR: [NAME OF DECEDENT] JACK WALTER TUTEN, JR

GRANTEE: [FULL NAME OF EACH PERSON AWARDED YEAR'S SUPPORT. The Surviving Spouse and/or minor child(ren)]

JOYCE ANN TUTEN

ADDRESS OF GRANTEE:

1205 BROGDON ROAD, GUYTON, GA 31312

Legal Description of Real Property and Interest Therein:

All that certain tract or parcel of land situate, lying and being in the 10th GM District of Effingham County, Georgia containing seven and six tenths (7.6) acres of land, more or less and being bounded on the Northeast by lands of Wilton B. and Josephine W Shearouse; on the East by the Brogdon Road; on the South by lands of Wilton B. and Josephine W. Shearouse; on the Southwest by lands of Union Camp Corporation; and on the Northwest by lands of Wilton B. and Josephine W. Shearouse.

Express Reference is hereby made to a Plat of said land made by Paul Weitman, County Surveyor, Effingham County, Georgia, Dated February 6, 1975, Recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Platt Record Book 9, Page 66, for better determining the metes and bounds of said lands herein conveyed.

Original Certificate delivered or mailed to Clerk of Superior Court of
EFFINGHAM County on SEPTEMBER 10, 2019.

Certificate prepared by:

SIGNATURE OF ATTORNEY

State Bar # _____

I do hereby certify that the above information is based on the Order of the Probate Court issued on the date set out above and that the above information is true and correct.

By: _____

Phyllis B. Price
Clerk of the Probate Court

700 N. PINE ST, SUITE 146

SPRINGFIELD, GA 31329

Probate Court Return Mailing Address