



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

**June 20, 2023 – 5:00 PM**

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

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

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

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

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**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 June 6, 2023 regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.

**1. [2023-313 Agreement]**

Consideration to renew the Intergovernmental Agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY24

2. [2023-314 Agreement]

Consideration to approve to renew the Fire Services Agreement with The City of Springfield for a one year period

3. [2023-315 Agreement]

Consideration to approve to renew Fire Protection Services Agreement with the City of Guyton

4. [2023-316 Letter]

Consideration to approve a Lease Termination Letter to the City of Guyton for the use of the Guyton Fire Building

5. [2023-317 Agreement]

Consideration to approve to renew the agreement with Tarheel Medical Billing dba Colleton Software, Inc for EMS Billing Services

6. [2023-318 Agreement]

Consideration to approve to renew the Agreement with the City of Port Wentworth for the use of an inmate work detail

7. [2023-319 Task Order]

Consideration to approve to renew the Task Order with Thomas & Hutton for Professional Consulting Services for Program Management

8. [2023-320 Job Description]

Consideration to approve and publish a Job Description for a Field Training Officer for Emergency Medical Services

9. [2023-321 Appointment]

Consideration to approve to appointment Rebecca Boston to the Coastal Regional Commission Council

10. [2023-322 Appointment]

Consideration to reappoint Bruce Peth to the Department of Family and Children Services (DFCS) Board

11. [2023-323 Appointment]

Consideration to approve to reappoint Gussie Nease to the Department of Public Health - Board of Health Board

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

1. [2023-300 Second Reading]

Consideration to approve a Second Reading of an application by **Randy Hadden, Jeremy Nease, & Chuck Hildebrant** to rezone 102.67 acres located on US Highway 80 from **AR-1 & B-3** to **I-1**, to allow for warehouse development **Map# 354 Parcel# 21,21B,21C** in the First District (*this item was postponed 06/06/2023*)

2. [2023-312 Sketch Plan] *Chelsie Fernald*

The Planning Board recommends approving an application by **Randy Hadden, Jeremy Nease, & Chuck Hilderbrant** for approval of a **Sketch Plan** located on US Highway 80



for "HWY 80 Warehouse," zoned AR-1 & B-3, proposed zoning I-1 Map # 354 Parcels # 21, 21B, & 21C, in the First District (*this item was postponed 06/06/2023*)

**3. [2023-308 Second Reading]**

Consideration to approve the Second Reading of an application by **Jay Maupin** as Agent for **Oleg Mitnik** for a conditional use located on Highway 21 South to allow for an automotive export yard in I-1 zoning **Map # 465 Parcel # 1A** in the Fifth District (*this item was postponed 06/06/2023*)

**4. [2023-310 Second Reading]**

Consideration to approve the Second Reading of an application by **Jay Maupin** as Agent for **Oleg Mitnik** for a variance from Section 3.4 to reduce or eliminate required buffers between I-1 and B-3 zoned parcels **Map # 465 Parcel # 1A** in the Fifth District (*item postponed 06/06/2023*)

**5. [2023-314 Sketch Plan] Chelsie Fernald**

The Planning Board recommends approving an application by **Jay Maupin** as Agent for **Oleg Mitnik** for approval of a **Sketch Plan** located on Highway 21 South for "Dickey Tract," zoned I-1, **Map # 465 Parcel #1A** in the Fifth District (*this item was postponed 06/06/2023*)

**XI. New Business**

**1. [2023-324 Ordinance]**

Consideration to approve the First Reading to amend Article VIII, Chapter 30 - *Timber Ordinance* of the Code of Ordinances of Effingham County and Resolution# 023-009, to amend and restate the timber operations ordinance for effective date and for other purposes

**2. [2023-325 Ordinance]**

Consideration to approve the First Reading to amend **Part II, Appendix C, Article II - Definitions, Article IX - Amendments to Map or Text** and **Article XI - Zoning Appeals** of the Effingham County Code of Ordinances

**3. [2023-326 Resolution] Mark Barnes**

Consideration to approve Resolution# 023-010 to amend the Schedule of Fees

**4. [2023-327 Resolution] Mark Barnes**

Consideration to approve Resolution# 023-011 to set the 2023 sanitation fees

**5. [2023-328 Resolution] Mark Barnes**

Consideration to approve Resolution# 023-012 to set the 2023 fire fees

**6. [2023-329 Contract] Alison Bruton**

Consideration to approve to award Contract 23-ITB-031 for the EMS and Prison Maintenance Building Construction Project to McWright LLC

**7. [2023-330 Purchase Order] Alison Bruton**

Consideration to approve a Purchase Order with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance

8. **[2023-331 Agreement]** *Alison Bruton*

Consideration to approve Amendment 2 for the Agreement with The City of Pooler for the use of an inmate work detail

9. **[2023-332 Agreement]** *Alison Bruton*

Consideration to approve Amendment 2 to the Agreement with The City of Guyton for the use of an inmate work detail

10. **[2023-333 Agreement]** *Alison Bruton*

Consideration to approve Amendment 2 for the agreement with The City of Rincon for the use of an inmate work detail

11. **[2023-334 Agreement]** *Alison Bruton*

Consideration to approve Amendment 2 to the Agreement with The City of Springfield for the use of an inmate work detail

12. **[2023-335 Agreement]** *Alison Bruton*

Consideration to approve Amendment 1 to the Old Augusta Road Water and Sewer Development Agreement between Effingham County and Cowan Investments, LLC

13. **[2023-336 Annexation]** *Stephanie Johnson*

Consideration to approve an Annexation Request from the City of Rincon for a property located along Old Augusta Road South, consisting of 5.08 acres Map# 475 Parcel# 57A

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

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

**XIV. Executive Session Minutes - Consideration to approve the June 6, 2023 executive session minutes**

**XV. Adjournment**

## Staff Report

**Subject:** Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY24.

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing / ECSO

**Meeting Date:** May 16, 2023

**Item Description:** Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY24.

**Summary Recommendation:** Staff recommends renewal of the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for FY24

### Executive Summary/Background:

- Unfortunately school violence is a key issue in today's society. There is a need for proactive planning for preventing future school violence. This agreement shows the commitment to collaboration between government entities to help protect children.
- The Agreement commenced in 2018 and allows for annual renewals from July 1 to June 30 each year unless 60 days written notice if given by either party.
- The FY24 budget is \$1,154,911.00 for 13.7 SROs (mix of FT and PT)
  - a. BOE share 75%= \$866,183.00
  - b. BOC share 25% = \$288,728.00

The amount billed is based on actual expenses, so this number could fluctuate if there are open positions in the department.
- The agreement has been previously reviewed and approved by the County Attorney.

### Alternatives for Commission to Consider:

1. Board approval to allow the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office to renew for fiscal year 24.
2. Do not renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff's Office for fiscal year 24.

### Recommended Alternative: 1

### Other Alternatives: 2

**Department Review:** Purchasing / ECSO

**Funding Source:** Department 17.

**Attachments:** Agreement

# INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM COUNTY, AND THE EFFINGHAM COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered into this 2nd day of October, 2018, by and between EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "the County"), EFFINGHAM COUNTY SHERIFF'S OFFICE, acting by and through Jimmy McDuffie in his official capacity as Sheriff of Effingham County, Georgia (hereinafter "the Sheriff's Office"), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education (hereinafter the "School District"),

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff's Office and in coordination with the School District, has instituted and established a School Resource Deputy Program ("the SRD Program") that provides for the placement of Sheriff's Office certified law enforcement officers ("SRDs") within the School District; and

WHEREAS, the School District agrees to implement the SRD Program in certain School District schools; and

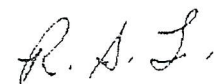
WHEREAS, the County, the Sheriff, and the School District desire to establish the guidelines of the SRD Program and have a mutual understanding of the particular roles of each entity in relation to the SRD Program.

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

## ARTICLE 1- PURPOSE

The School District, the Sheriff's Office, and the County agree that the purpose of the SRD Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive relationships with law enforcement officers, in the form of SRDs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District grounds; and generally enforcing the laws of the State of Georgia as well as agreed upon county ordinances on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class and ending one week after the last day of class is in regular session at the end of the school calendar, each such period being comprised of 190 School District business days.

## ARTICLE 2- POLICY



It is the policy of the Sheriff's Office to maintain a minimum of eight (8) SRDs for the School District. One SRD each shall be assigned to the three middle schools. One SRD each shall be



assigned to the two high schools. One SRD shall be assigned to the Effingham College & Career Academy. One SRD each shall be assigned to Effingham County High School/Effingham County Middle School and South Effingham High School/South Effingham Middle School, as well as assisting with any other school in the School District as needed. All eight SRDs shall assist with the elementary schools as needed.

ARTICLE 3- CHAIN OF COMMAND

The SRD Program is part of the Sheriff's Office, and all SRDs shall follow the chain of command of the Sheriff's Office. Each SRD shall coordinate activities with the school's administration. All school related activity must be coordinated by each SRD with the principal's office. When an SRD perceives that law enforcement action is required at a school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. The SRDs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SRDs, will remain employees of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRD will report to the Sheriff's Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRD training. Upon request by the School District, scheduling and time permitting, the SRD shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session including sporting events, school registration, and summer school. SRD duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the Sheriff's Office and School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SRDs. SRDs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- § Peace Officers Standards and Training (POST) Certification
- § Demonstrated ability to work well with young people and educators
- § Demonstrated maturity and no history of conduct unbecoming a deputy
- § Skills in interpersonal relationships
- § Skills in de-escalation of conflict and in conflict resolution
- § Must adhere to the Sheriff's Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SRDs

In the event that a principal of a school to which an SRD is assigned believes that the assigned SRD is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRD Supervisor, as designed by the Sheriff. Within a reasonable amount of time after receiving such notification from the superintendent, the SRD Supervisor shall advise the Sheriff of the superintendent's concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRD to mediate or resolve any problems they may determine exist. Additionally, the SRD assigned to the school may immediately be re-assigned to another post by the Sheriff.

*R. A. S.*

ARTICLE 6- SRD DUTIES AND RESPONSIBILITIES

Each SRD shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- \$ Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting
- \$ Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools
- \$ Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics
- \$ Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities
- \$ Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature
- \$ Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations
- \$ Assist the Sheriff's Office in the investigation of any crimes which occur on School District grounds; the SRD will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRD
- \$ Enforce the law of the State of Georgia
- \$ Communicate with school administrators about law enforcement concerns on School District grounds
- \$ Be present on school grounds during the hours of 8:00am to 4:00pm during the Regular Academic Session when classes are in session, unless away on school-related business or when a situation occurs where law enforcement must respond
- \$ As needed, conduct formal interviews of School District students in accordance with Sheriff's Office policies
- \$ Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff's Office policies
- \$ Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRD regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.
- \$ It is acknowledged that a SRD may be called on as a witness or to participate in the School District's disciplinary or truancy processes. However, the disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRD if he/she believes that an incident involves a violation of Georgia law, after which the SRD shall determine whether a law enforcement response is appropriate. SRDs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees. Violations of School District policies observed by the SRD shall be brought to the attention of the appropriate School District administrator.
- \$ Each SRD shall be responsible for the scheduling of off duty assignments for his/her school
- \$ Attend pre-planning meetings with administration and instruction staff of the SRD's assigned schools for a complete orientation of the SRD Program as needed or when

*Red J.*



requested.

**ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES**

The School District shall provide to each SRD the following materials, training, and facilities, which are deemed essential to the performance of the SRD's duties:

- § A reasonable work space at the school
- § A copy of relevant School District policies and procedures
- § School operations training

**ARTICLE 8- SHERIFF'S OFFICE AND COUNTY'S DUTIES AND RESPONSIBILITIES**

- § Provide the SRD with the usual and customary office supplies and forms required for the performance of the SRD's duties
- § Provide uniforms and equipment required of law enforcement personnel
- § Provide a vehicle, fuel, and maintenance
- § Provide law enforcement and SRD training
- § Provide Liability and Workers' Compensation Insurance coverage for the SRDs

**ARTICLE 9- REVIEW OF SRD PROGRAM**

SRD evaluations will occur in June of each year. A SRD supervisor will perform all evaluations.

**ARTICLE 10- COMPENSATION**

Unless otherwise provided in a separate School Function Security Agreement, all compensation including overtime pay due to SRDs for work performed pursuant to this Agreement, as well as insurance and other benefits, if any, shall be paid to the SRDs by the Sheriff's Office in accordance with the Sheriff's Office payroll procedures. The School District shall pay seventy-five percent (75%) and the County shall pay twenty-five percent (25%) of the total cost described in this paragraph. The County will invoice the School District twice per year for its share of all compensation paid to the SRD for his or her work related to the School District. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the SRD is requested by school administrators to perform additional work outside the SRD's regular duty day during the Regular Academic Session will be solely at the option of the SRD and is governed by a separate School Function Security Agreement. SRDs performing work outside the SRD's regular duty day for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the Sheriff's Office, and the SRD may be disciplined for violating any SOPs or other applicable policies while performing work outside the SRD's regular duty day for the School District. Since the SRD will be in uniform and using equipment and vehicles of the Sheriff's Office while performing work outside the SRD's regular duty day for the School District, the SRD will be considered to be engaged in law enforcement activity and will be covered by the County's liability and workers' compensation insurance while performing such work. SRDs utilized by the Sheriff's Office outside of schools and the Regular Academic Session will be paid by the County.





ARTICLE 11-TERM



This agreement will automatically renew for successive one-year terms commencing on July 1st and ending on June 30th each year unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 12- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

ARTICLE 13- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 14- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

§ To the School District:

Dr. Randy Shearouse, Superintendent  
Effingham County School District  
405 N. Ash Street  
Springfield, Georgia 31329  
Facsimile: (912) 754-7033

With a copy to:

James D. Kreyenbuhl, Esq.  
Brennan, Harris & Rominger LLP  
P.O. Box 2784  
Savannah, Georgia 31402  
Facsimile: (912) 236-4558

§ To Effingham County:

~~XXXXXXXXXX~~ County Administrator  
601 N. Laurel Street

Springfield, Georgia 31329  
 Facsimile: (912) 754-4157

With a copy to:

Edward L. Newberry, Jr., Esq.  
 The Newberry Law Firm, P.C.  
 P.O. Box 790  
 Springfield, Georgia 31329  
 Facsimile: (912) 407-0379

§

To the Sheriff's Office:

Sheriff Jimmy McDuffie  
 130 E. 1<sup>st</sup> Street  
 Springfield, Georgia 31329  
 Facsimile:

With a copy to:

Edward L. Newberry, Jr., Esq.  
 The Newberry Law Firm, P.C.  
 P.O. Box 790  
 Springfield, Georgia 31329  
 Facsimile: (912) 407-0379

#### ARTICLE 15- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

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

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ARTICLE 16- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties, and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 17- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 18 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

In conclusion: The SRDs work for the Sheriff in conjunction with the School District Board of Education. The SRDs enforce Georgia State Laws and County Ordinances. The SRD does not enforce School District policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

EFFINGHAM COUNTY SHERIFF'S OFFICE

By: *Jimmy McDuffie*  
Jimmy McDuffie, Sheriff

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: *Reginald S. Lopez*

EFFINGHAM COUNTY SCHOOL DISTRICT

By: *Randy Shearouse*  
Dr. Randy Shearouse, Superintendent

## Staff Report

**Subject:** Renewal of the fire services agreement with The City of Springfield for a one year period.

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

**Department:** Purchasing / Fire

**Meeting Date:** 06-20-23

**Item Description:** Consideration to allow the Fire Services Agreement with the City of Springfield to renew for a one-year period.

**Summary Recommendation:** Staff recommends renewal.

### Executive Summary/Background:

- In 2015, the County completed a comprehensive review of its fire protection services. One of the recommendations of the study was the consolidation of County Fire Services with the City of Springfield's Fire Services. The term of the agreement is July 1, 2015 to June 30, 2018 with automatic renewals for successive one (1) year terms unless 90 days written notice is given by either party prior to a new renewal period.
- The Agreement outlines the terms under which Effingham Fire Rescue provides fire protection within the corporate limits of The City of Springfield.
- Effingham County will no longer submit Service Delivery fire payments to The City of Springfield.
- Effingham County will collect fire fees from properties within The City of Springfield. The fire fees will be collected at a rate equal to the fees charged in unincorporated Effingham County.
- The Agreement has a 90 day prior to renewal termination clause.
- The County Attorney has previously reviewed and approved to form the agreement.

### Alternatives for Commission to Consider

1. Approve renewal of the Fire Services Agreement with the City of Springfield for one year from July 1, 2023 to June 30, 2024.
2. Do not approve renewal of the Fire Services Agreement with the City of Springfield, and issue a non-renewal letter.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing & Fire

**Funding Source:** Fire fees

### Attachments:

Fire Service Agreement



**Fire Protection Services Agreement**

This Fire Protection Services Agreement (the "Agreement") made and entered into the 5<sup>th</sup> day of May, 2015, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and the City of Springfield, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as the "City":

**Witnesseth:**

WHEREAS, the Constitution of the State of Georgia of 1983, Article IX, Section 3, Paragraph 1 provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the County and City are authorized by law, including Ga. Const. Article IX, Section 2, Paragraph 3 to undertake or provide the activities, services and facilities governed by this Agreement; and

WHEREAS, the County and City are mutually concerned about the provision of fire protection and rescue services within the unincorporated areas of the County and within the corporate boundaries of the City, and are mutually concerned about the funding of such services; and

WHEREAS, the County and City desire to protect the safety and welfare of their citizens and desire to assist their citizens in obtaining economical and adequate fire protection and rescue services; and

WHEREAS, the County and City are mutually interested in engaging in a cooperative effort to provide fire protection and rescue services within the unincorporated areas of Effingham County and within the corporate boundaries of the City; and

WHEREAS, in order to ensure the efficiency of fire and rescue services, which are critical services, in the most cost-effective manner, and at the safest level attainable, the City and County desire to enter into an Agreement under which the City provides funds and assets, in exchange for which the County will provide personnel and resources to operate fire stations and fire and rescue apparatus to ensure proper fire protection and rescue services are provided to the inhabitants of the City of Springfield and the unincorporated areas of the County currently served by the City of Springfield; and

WHEREAS, the Effingham County Board of Commissioners reviewed this Agreement and authorized its Chairman to sign this Agreement at the May 5, 2015 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Springfield reviewed this Agreement and authorized the Mayor to sign this Agreement at the May 12, 2015 meeting of the Mayor and Council of the City of Springfield.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements made herein, the County and City do hereby mutually agree as follows:

1. **Definitions**

- A. "City" shall mean the City of Springfield, Georgia;
- B. "County" shall mean Effingham County, Georgia;
- C. "ECFR" shall mean the Effingham County Fire Rescue Department, which is a department of Effingham County, Georgia;
- D. "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency;
- E. "ISO" shall mean the Insurance Services Office, Inc.;
- F. "Effective Date of this Agreement" shall be the first day of July following the approval of this Agreement by the governing authorities of the City and County; and
- G. "Career Employee" shall mean any employee of the City that works forty (40) hours per week for the Springfield Fire Department.

2. **Provision of Fire and Rescue Services**

- a. The County, through the ECFR, shall perform and provide within the municipal boundaries of the City and within the unincorporated areas of the County currently served by the City, all such fire and rescue services as may be required by law and as may be necessary, and shall perform all actions pertinent thereto, including, but not limited to:
  - A. Provide personnel and all gear and equipment necessary to operate fire stations and provide fire and rescue services within the unincorporated area of Effingham County and within the corporate boundaries of the City of Springfield;
  - B. Respond to all fire, rescue, and first responder emergencies and alarms within the unincorporated area of Effingham County and within the corporate boundaries of the City of Springfield as expeditiously as possible upon being dispatched;
  - C. Conduct public programs on fire safety education as required by law;
  - D. Take such actions as may be necessary and appropriate to achieve a target ISO rate of 4/4Y, any other target ISO rating to be mutually agreed upon by a joint resolution of the County and City;
  - E. Provide pre-fire planning services;
  - F. Ensure that firefighters attain the minimum number of training hours annually, as required by the State of Georgia;
  - G. Provide all necessary documentation to the appropriate agency or agencies demonstrating that all firefighters have attained the minimum number of training hours annually, as required by the State of Georgia;
  - H. Train and register all rescue personnel as required by the Georgia Emergency Management Agency;

- I. Register all fire and fire rescue trucks with the Georgia Emergency Management Agency or list as a support unit to a current license holder;
- J. Provide detection and preservation of evidence in suspected arson cases;
- K. Assist with or arrange for testing, inspection and maintenance of water sources used for fire suppression, and collaborate with the respective public works departments of the County and City, as well as with private water providers, to ensure they are notified prior to performing such testing, inspection and maintenance;
- L. Cooperate and participate in joint training exercises at least biannually as jointly scheduled by the ECFR Fire Chief and Fire Chiefs of the municipalities located within the County;
- M. Review construction plans for life safety, and submit such plans to the State of Georgia Fire Marshall's office when necessary;
- N. Provide hazardous material response and mitigation; and
- O. All fire and rescue services provided by the County within the unincorporated area of Effingham County, now or in the future.

3. **Fire Station Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations with respect to location, operation, maintenance, and staffing of all fire stations.

4. **Equipment and ECFR Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations related to equipment and apparatus of the ECFR, and shall be solely responsible for the managerial and operational control of employees and volunteers of the ECFR.

5. **Payments**

Commencing upon the Effective Date of this Agreement, and throughout the time this Agreement is in effect, all current fire-related Service Delivery payments from the County to the City will cease, and the City agrees to charge and collect, or cause to be collected, from the owners of each parcel/structure located within the municipal boundaries of the City, a fee for the provision of fire and rescue services to the citizens and inhabitants of the City at an amount equivalent to that which the County charges in the unincorporated area (hereinafter "fire fees"). In alternative the City may elect to remit to the County from sources other than fire fees, an amount equivalent to the fire fees which would be collected by the City. In the event the County changes the fee structure that it currently charges for the provision of fire services (i.e., no longer charges uniform fees), within 180 days of the date on which such change is effective, the County and City shall mutually agree in writing upon the Fire Fees that the City would charge. If no agreement is reached during that 180 day period, then the lowest rate charged by the County shall apply. The City expressly reserves the right to assess no Fire Fees, or to assess



Fire Fees in an amount higher or lower than the County would assess, and reserves the right to assess Fire Fees upon entities that the County would not assess such fees, provided however that the City expressly agrees it will not assess such fees upon property owned by the County, unless such fees are assessed on property owned by the City. The City Fire Fees referenced in this paragraph shall be remitted to the County by the 15<sup>th</sup> day of the month following the month in which the Fire Fees were or would be collected.

6. **Funds from Service Delivery Agreement**

Upon the Effective Date of this Agreement, the City agrees it will not request, demand or negotiate funds under the current approved Service Delivery Agreement as it relates to City and County Fire Services, unless agreements with other parties present a clear inequity in funding as it relates to Fire Services.

7. **Employees**

The County agrees that current Career Employees (as defined in Section 1 of this Agreement) of the City of Springfield Fire Department shall be entitled to become employees of the County/ECFR. Compensation of current City Career Employees shall commence at levels indicated below. The current applicable County base compensation levels per the pay grades approved by the Board of Commissioners are as follows for transferring the following three (3) positions:

- Firefighter 1: \$13.15 per hour;
- Firefighter 1: \$13.15 per hour; and
- Battalion Chief: \$ 22.50 per hour.

Career Employees who choose to become employees of the County/ECFR will be afforded the following based on the Effingham County Standards of Practice:

- Eligibility for medical benefits and the cafeteria options (including, but not limited to, health insurance and disability) will commence on the first day of the month following the first thirty (30) days of employment;
- The City may, in its discretion, provide medical benefits and cafeteria options (including, but not limited to, health insurance and disability) to Career Employees until the date on which Career Employees become eligible to receive such benefits from Effingham County;
- Eligibility for participation in the County retirement programs will be based on the stipulations within plan document(s) per individual which includes review of previous employment for vesting purposes in all plans if applicable;
- Accrued and unused paid time off at the City will be paid out in each of the Career Employee's final paychecks from the City of Springfield;
- County personal leave accrual for Career Employees is earned on a biweekly basis in proportion to the length of continuous employment after one month of employment. Accrual will be 13

days ( 104 hours) annually or at the prevailing level approved by the Board of Commissioners in the Effingham County Standards of Practice;

- The date of separation for the Career Employees from the City will be July 1, 2015; and
- The date of hire by the County of the Career Employees will be July 1, 2015.

8. **Volunteers**

The County acknowledges and agrees that volunteers are and will remain a vital component of the provision of fire and rescue services in the corporate boundaries of the City and in the unincorporated areas of the County, and agrees that current volunteers of the City of Springfield Fire Department shall be afforded the opportunity to serve as volunteers of the ECFR. The County and City agree that, in order to become employees or volunteers of the ECFR, all current volunteers and career employees of the City of Springfield Fire Department must satisfy all applicable County and ECFR standards and review. The County agrees that it will actively recruit, train and develop retention procedures for volunteer firefighters who serve the ECFR and operate within the corporate boundaries of the City and/or the County. The County agrees that volunteers of the City of Springfield Fire Department who agree to volunteer for the ECFR will be afforded all rights, privileges and permissions afforded to current County volunteers without regard to any limitations currently imposed on volunteers by the City of Springfield Fire Department.

9. **Construction of Fire Station; Lease Terms; Equipment Purchase; Staffing**

The City agrees that within one year of the Effective Date of this Agreement, it shall commence construction of a fire station within the City's corporate boundaries, which shall be capable of serving as a fire and rescue headquarters, and shall ensure completion of construction within a reasonable time thereafter. Upon completion, the City will lease the fire station to the County for \$1.00 per year until such time as this Agreement is terminated or modified in accordance with the terms of this Agreement. The lease will contain terms including that the County will assume all costs associated with the fire station (including but not limited to property and liability insurance), and the County will assume all costs associated with the maintenance and upkeep of the fire station. In exchange, the County agrees to purchase all of the City's rights, title and interest in its fire suppression and first responder equipment, which is more fully described in "Exhibit A", attached hereto and incorporated herein by reference, to the County, for \$600,000, such amount to be paid per the following schedule: payment in the amount of \$200,000 within thirty days of the Effective Date of this Agreement; and then \$100,000 every 12 months thereafter until paid in full. The County and City agree that the amount the County will pay pursuant to the terms of the lease described herein is for far less than the fair market rental value of such property. The County shall be responsible to pay the cost of maintaining and up keeping all of the fire suppression and first responder equipment described in Exhibit A, and shall be responsible to pay the cost of all property and liability insurance for such fire suppression and first responder equipment described in Exhibit A. The County further agrees to provide personnel, apparatus and equipment, and to operate and maintain the fire station described in this paragraph. This fire station will house a minimum of one (1) two man engine company, twenty-four (24) hours per day, seven (7) days per week, unless otherwise specified in

a writing approved by the governing authorities of the City and County. The County and City agree that failure of the County to satisfy the terms of this paragraph shall constitute a material breach of the Agreement.

10. **Annexation of County Fire Station**

The County agrees that if it constructs a fire station at a location not being operated as such on the Effective Date of this Agreement, within one-half (1/2) mile of the City's corporate boundaries existing on the Effective Date of this Agreement, the County shall take all steps necessary to authorize and enable the City to annex the property on which such fire station is located into the City of Springfield.

11. **Primary Response Area**

The personnel stationed at any fire station located in the corporate boundaries of the City shall serve as primary responders to fires and emergencies originating within the corporate boundaries of the City, and to fires and emergencies originating in other incorporated and unincorporated areas of the County as required or needed.

12. **ECFR Fire Chief Attendance at City Council Meetings**

The ECFR Fire Chief will, unless unavailable, attend any City Council Meeting upon request of the City Council or City Manager to inform, educate or provide information about the County's provision of fire and rescue services, and about its obligations and performance under the terms of this Agreement. Within the first 12 months of the Effective Date of this Agreement, the ECFR Fire Chief (or his designee) shall attend City Council meetings once per month to update the City on the progress of compliance with the terms of this Agreement, and the transition contemplated herein. Thereafter, the ECFR Fire Chief (or his designee) shall attend City council meetings on a quarterly basis, to report on the status of the transition and on the fire and rescue services being provided by ECFR.

13. **Term**

The initial term of this Agreement shall be for three (3) years commencing on the Effective Date and terminating at midnight three years thereafter. The Agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing, at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew the Agreement.

14. **Termination by Material Breach**

This Agreement may be terminated for any material breach of this Agreement by either party, provided that the following procedures are adhered to: The Party alleging a breach ("Charging Party") shall notify the other party ("Breaching Party"), in writing, within forty-five (45) days of the alleged breach, providing as much information as possible regarding the alleged breach, including all available documentation related thereto. The Breaching Party shall respond in writing within fifteen (15) days of receipt of Charging Party's breach allegation, setting forth how

the alleged breach will be remedied (or specifying why there was no material breach). An agreement regarding remediation of the alleged breach (or an agreement that there was no breach) must be agreed upon in writing by the City and County within sixty (60) days of receipt of Breaching Party's response, or within a longer period of time, if agreed upon in writing by the parties. If no agreement is reached within said period of time, the County and City acknowledge and agree that the Agreement will be terminated, effective on the 30th day of June of the year in which the Charging Party alleges a breach, provided that notice of the alleged breach is given 75 days prior to June 30th of that year (if not, then the termination date will be effective on the 30th day of June of the following year). For the purposes of this Agreement, a "material breach" includes any action or inaction in conflict with the obligations set forth in this Agreement.

15. **Effect of Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed, or is terminated by either party during the initial 3 year term of the Agreement, or the Agreement is terminated for breach, all agreements and obligations set forth in this Agreement shall terminate on June 30th at midnight, except that the County will continue to bear financial responsibility for any purchases it has made as a result of this Agreement. In the event of such termination, the City of Springfield's fire service area shall be the same as in place the day before the Effective Date of this Agreement, unless circumstances clearly indicate that, in the sole discretion of the governing authority of the City of Springfield, it is in the best interests of the residents of that service area, for it to be otherwise.

16. **Fire Service Delivery After Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed or is terminated by either party after the initial 3 year term of the Agreement, the County agrees to amend the fire service delivery maps and enter into the necessary automatic aid agreements with the City that are in the best interests of the residents of the City of Springfield and any other County residents in the areas surrounding the City.

17. **Party to Fire Service Delivery Agreements**

For so long as this Agreement is in effect, (which is agreed to include any renewals and any modifications, amendments or addendums to the Agreement), the County agrees to make the City a party to any Fire Service Delivery Agreements between the County and any other municipalities of Effingham County, and in exchange, the City shall not be entitled to any Fire Service Area outside of its municipal boundaries.

18. **Assignment**

This Agreement cannot be assigned without the prior written consent of both parties.

19. **Fire Service Outside the City**

Nothing in this Agreement shall be construed as to prevent or curtail the ability of the County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with the County for Fire Services.

20. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Georgia.

21. **Arbitration**

Unless otherwise agreed in writing by both Parties, any controversy arising out of the execution of this Agreement, or relating to this Agreement or any alleged breach thereof, shall be submitted to and settled by arbitration pursuant to the rules, then in effect, of the American Arbitration Association. The parties thereto, and all who claim under them, shall be conclusively bound by such arbitration. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

22. **Entire Agreement and Modification**

This Agreement constitutes the entire Agreement between the County and City, and no modification of this Agreement shall be binding unless the same is reduced to writing, approved by the governing authority of each party, and signed by an authorized designee of the County and City.

23. **Release of Liability**

The County agrees to hold the City harmless from any and all liabilities, claims, expenses, demands, rights, or causes of action of any kind or nature, and for attorney's fees, costs and judgments arising out of any claims, demands or suits arising from or by reason of the ownership or maintenance of fire and rescue equipment and vehicles, and/or arising from or by reason of the provision of fire protection services of whatever nature.

24. **Severability**

Should any part or provision of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts or provision shall remain in full force and effect unless amended by mutual agreement of the parties.

25. **No Creation of Legal Entity**

It is acknowledged and agreed that this Agreement does not create a separate legal entity or public body corporate.

26. **Notices**

Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:

If to City:  
City Clerk  
City of Springfield  
P.O. Box 1  
Springfield, GA 31329

If to County:  
County Clerk  
Effingham County of Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329

27. **Headings**


The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.


IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto as of the date and year first written above.

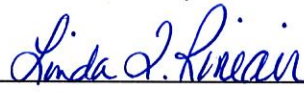
BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

CITY OF SPRINGFIELD  
EFFINGHAM COUNTY, GEORGIA

  
Wendall Kessler, Chairman

  
Barton A. Alderman, Mayor

Attest:   
County Clerk

Attest:   
City Clerk



## Staff Report

**Subject:** Consideration to renew Fire Protection Services Agreement with the City of Guyton

**Author:** Alison Bruton, Purchasing Agent; Clint Hodges, Fire Chief

**Department:** Fire Department

**Meeting Date:** June 20, 2023

**Item Description:** Renewal of the Fire Protection Services Agreement with the City of Guyton

**Summary Recommendation:** Staff recommends approval to renew the Fire Protection Services Agreement with the City of Guyton

### Executive Summary/Background:

- The Fire Protection Services Agreement was entered into on September 17, 2019 by Effingham County and the City of Guyton, with a term to terminate at midnight on June 30, 2020.
- This agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew.

### Alternatives for Commission to Consider

1. Board approval for the renewal of the Fire Protection Services Agreement with the City of Guyton.
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, Fire Department

**Funding Source:**

**Attachments:** Fire Protection Services Agreement



**Fire Protection Services Agreement**

This Fire Protection Services Agreement (the "Agreement") made and entered into the 17<sup>th</sup> day of September, 2019, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and the City of Guyton, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as the "City":

**Witnesseth:**

WHEREAS, the Constitution of the State of Georgia of 1983, Article IX, Section 3, Paragraph 1 provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the County and City are authorized by law, including Ga. Const. Article IX, Section 2, Paragraph 3 to undertake or provide the activities, services and facilities governed by this Agreement; and

WHEREAS, the County and City are mutually concerned about the provision of fire protection and rescue services within the unincorporated areas of the County and within the corporate boundaries of the City, and are mutually concerned about the funding of such services; and

WHEREAS, the County and City desire to protect the safety and welfare of their citizens and desire to assist their citizens in obtaining economical and adequate fire protection and rescue services; and

WHEREAS, the County and City are mutually interested in engaging in a cooperative effort to provide fire protection and rescue services within the unincorporated areas of Effingham County and within the corporate boundaries of the City; and

WHEREAS, in order to ensure the efficiency of fire and rescue services, which are critical services, in the most cost-effective manner, and at the safest level attainable, the City and County desire to enter into an Agreement under which the City provides funds and assets, in exchange for which the County will provide personnel and resources to operate fire stations and fire and rescue apparatus to ensure proper fire protection and rescue services are provided to the inhabitants of the City of Guyton and the unincorporated areas of the County currently served by the City of Guyton; and

WHEREAS, the Effingham County Board of Commissioners reviewed this Agreement and authorized its Chairman to sign this Agreement at the September 17, 2019 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Guyton reviewed this Agreement and authorized the Mayor to sign this Agreement at the September 10, 2019 meeting of the Mayor and Council of the City of Guyton.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements made herein, the County and City do hereby mutually agree as follows:

1. **Definitions**

- A. "City" shall mean the City of Guyton, Georgia;
- B. "County" shall mean Effingham County, Georgia;
- C. "ECFR" shall mean the Effingham County Fire Rescue Department, which is a department of Effingham County, Georgia;
- D. "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency;
- E. "ISO" shall mean the Insurance Services Office, Inc.;
- F. "Effective Date of this Agreement" shall be the date this Agreement is approved by the governing authorities of the City and County and said shall be inserted in the first paragraph of this Agreement; and
- G. "Career Employee" shall mean any employee of the City that works forty (40) hours per week for the Guyton Fire Department.

2. **Provision of Fire and Rescue Services**

- a. The County, through the ECFR, shall perform and provide within the municipal boundaries of the City ~~and within the unincorporated areas of the County currently served by the City~~, all such fire and rescue services as may be required by law and as may be necessary, and shall perform all actions pertinent thereto, including, but not limited to:
  - A. Provide personnel and all gear and equipment necessary to operate fire stations and provide fire and rescue services within the unincorporated area of Effingham County and within the corporate boundaries of the City of Guyton;
  - B. Respond to all fire, rescue, and first responder emergencies and alarms within the unincorporated area of Effingham County and within the corporate boundaries of the City of Guyton as expeditiously as possible upon being dispatched;
  - C. Conduct public programs on fire safety education as required by law;
  - D. Take such actions as may be necessary and appropriate to achieve a target ISO rate of 4/4Y, or any other target ISO rating to be mutually agreed upon by a joint resolution of the County and City;
  - E. Provide pre-fire planning services;
  - F. Ensure that firefighters attain the minimum number of training hours annually, as required by the State of Georgia;
  - G. Provide all necessary documentation to the appropriate agency or agencies demonstrating that all firefighters have attained the minimum number of training hours annually, as required by the State of Georgia;

- H. Train and register all rescue personnel as required by the Georgia Emergency Management Agency;
- I. Provide detection and preservation of evidence in suspected arson cases;
- J. Assist City with or arrange for testing, inspection and maintenance of water sources used for fire suppression, and collaborate with the respective public works departments of the County and City, as well as with private water providers, to ensure they are notified prior to performing such testing, inspection and maintenance;
- K. Review construction plans submitted to the City for life safety, and submit such plans to the State of Georgia Fire Marshall's office when necessary;
- L. Provide hazardous material response and mitigation; and
- M. All fire and rescue services provided by the County within the unincorporated area of Effingham County, now or in the future, shall be provided in the City.

3. **Fire Station Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations with respect to location, operation, maintenance, and staffing of all fire stations. The County shall have the option to construct an Effingham County fire station within the Guyton city limits. The decision to construct a fire station within the city limits will be at the sole discretion of the County. If an Effingham County fire station is constructed in the city limits, the station will be owned and operated by the County even if this Agreement is terminated at a later date.

4. **Equipment and ECFR Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations related to equipment and apparatus of the ECFR, and shall be solely responsible for the managerial and operational control of employees and volunteers of the ECFR.

5. **Payments**

Commencing upon the Effective Date of this Agreement, and throughout the time this Agreement is in effect, the County agrees to charge and collect, or cause to be collected, from the owners of each ~~parcel~~/structure located within the municipal boundaries of the City, a fee for the provision of fire and rescue services to the citizens and inhabitants of the City at an amount equivalent to that which the County charges in the unincorporated area (hereinafter "fire fees"). The County shall collect the fire fees on the annual real property tax bills. The County and City agree to amend this Agreement if they mutually agree on a different way to charge and collect fire fees.

6. **Employees**

The County agrees that one Career Employee (as defined in Section 1 of this Agreement) of the City of Guyton Fire Department shall be entitled to become employees of the County/ECFR.



Compensation of the one City Career Employee shall commence at the level indicated below. The current applicable County base compensation levels per the pay grades approved by the Board of Commissioners are as follows for transferring the following one (1) position:

- Firefighter 1: \$13.54 per hour.

The Career Employee who chooses to become an employee of the County/ECFR will be afforded the following based on the Effingham County Standards of Practice:

- Eligibility for medical benefits and the cafeteria options (including, but not limited to, health insurance and disability) will commence on the first day of the month following the first thirty

(30) days of employment;

- The City may, in its discretion, provide medical benefits and cafeteria options (including, but not limited to, health insurance and disability) to Career Employees until the date on which Career Employees become eligible to receive such benefits from Effingham County;
- Eligibility for participation in the County retirement programs will be based on the stipulations within plan document(s) per individual which includes review of previous employment for vesting purposes in all plans if applicable;
- Accrued and unused paid time off at the City will be paid out in each of the Career Employee's final paychecks from the City of Guyton;
- County personal leave accrual for Career Employees is earned on a biweekly basis in proportion to the length of continuous employment after one month of employment. Accrual will be 13 days (104 hours) annually or at the prevailing level approved by the Board of Commissioners in the Effingham County Standards of Practice;
- The date of separation for the Career Employees from the City will be 09/17/2019; and
- The date of hire by the County of the Career Employees will be 09/18/2019.

#### 7. Volunteers

The County acknowledges and agrees that volunteers are and will remain a vital component of the provision of fire and rescue services in the corporate boundaries of the City and in the unincorporated areas of the County and agrees that current volunteers of the City of Guyton Fire Department shall be afforded the opportunity to apply to serve as volunteers of the ECFR. The County and City agree that, in order to become employees or volunteers of the ECFR, all current volunteers and career employees of the City of Guyton Fire Department must satisfy all applicable County and ECFR standards and review. The decision to retain a volunteer of the City of Guyton will be at the sole discretion of the County. The County agrees that it will actively recruit, train and develop retention procedures for volunteer firefighters who serve the ECFR and operate within the corporate boundaries of the City and/or the County.

#### 8. Primary Response Area

The personnel stationed at any fire station located in the corporate boundaries of the City shall serve as primary responders to fires and emergencies originating within the corporate boundaries of the

City, and to fires and emergencies originating in other incorporated and unincorporated areas of the County as required or needed.

9. **ECFR Fire Chief Attendance at City Council Meetings**

The ECFR Fire Chief will, unless unavailable, attend any City Council Meeting upon request of the City Council or City Manager to inform, educate or provide information about the County's provision of fire and rescue services, and about its obligations and performance under the terms of this Agreement. Within the first 12 months of the Effective Date of this Agreement, the ECFR Fire Chief (or his designee) shall attend City Council meetings once per month to update the City on the progress of compliance with the terms of this Agreement, and the transition contemplated herein. Thereafter, the ECFR Fire Chief (or his designee) shall attend City council meetings on a quarterly basis, to report on the status of the transition and on the fire and rescue services being provided by ECFR.

10. **Term**

The term of this Agreement shall commence on the Effective Date and terminate at midnight on June 30, 2020. The Agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing, at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew the Agreement.

11. **Termination by Material Breach**

This Agreement may be terminated for any material breach of this Agreement by either party, provided that the following procedures are adhered to: The Party alleging a breach ("Charging Party") shall notify the other party ("Breaching Party"), in writing, within forty-five (45) days of the alleged breach, providing as much information as possible regarding the alleged breach, including all available documentation related thereto. The Breaching Party shall respond in writing within fifteen (15) days of receipt of Charging Party's breach allegation, setting forth how the alleged breach will be remedied (or specifying why there was no material breach). An agreement regarding remediation of the alleged breach (or an agreement that there was no breach) must be agreed upon in writing by the City and County within sixty (60) days of receipt of Breaching Party's response, or within a longer period of time, if agreed upon in writing by the parties. If no agreement is reached within said period of time, the County and City acknowledge and agree that the Agreement will be terminated, effective on the 30th day of June of the year in which the Charging Party alleges a breach, provided that notice of the alleged breach is given 75 days prior to June 30th of that year (if not, then the termination date will be effective on the 30th day of June of the following year). For the purposes of this Agreement, a "material breach" includes any action or inaction in conflict with the obligations set forth in this Agreement.

12. **Effect of Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed, or is terminated by either party during the term of the Agreement, or the Agreement is terminated for breach, all agreements and obligations set forth in this Agreement shall terminate on ~~June 30th~~ ~~30th~~ at midnight, except that the County will continue to bear financial responsibility for any



purchases it has made as a result of this Agreement. In the event of such termination, the City of Guyton's fire service area shall be the same as in place the day before the Effective Date of this Agreement, unless circumstances clearly indicate that, in the sole discretion of the governing authority of the City of Guyton, it is in the best interests of the residents of that service area, for it to be otherwise.

13. **Assignment**

This Agreement cannot be assigned without the prior written consent of both parties.

14. **Fire Service Outside the City**

Nothing in this Agreement shall be construed as to prevent or curtail the ability of the County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with the County for Fire Services.

15. ~~**No Bar to City Fire Department**~~

STRIKE  
THIS

~~Nothing in this Agreement shall be construed so as to prevent the City of Guyton from continuing to operate its Fire Department should it, in its sole discretion, elect to do so.~~

16. **No Changes to the Service Delivery Strategy or Provisions of Consent Order**

This agreement shall change the Service Delivery Strategy in that it replaces the previous agreement for fire service only. However, it shall not relieve the obligations of the city nor the county in the previous Service Delivery Strategy or the Consent Order of 2011.

17. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Georgia.

18. **Entire Agreement and Modification**

This Agreement constitutes the entire Agreement between the County and City, and no modification of this Agreement shall be binding unless the same is reduced to writing, approved by the governing authority of each party, and signed by an authorized designee of the County and City.

19. **Severability**

Should any part or provision of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts or provision shall remain in full force and effect unless amended by mutual agreement of the parties.

20. **No Creation of Legal Entity**

It is acknowledged and agreed that this Agreement does not create a separate legal entity or public body corporate.

21. **Notices**

Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:

If to City:  
City Clerk  
City of Guyton  
310 Central Blvd.  
Guyton, GA 31312

If to County:  
County Clerk  
Effingham County of Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329

22. **Headings**

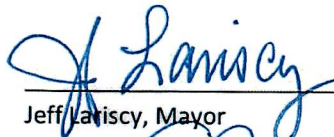
The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto as of the date and year first written above.

**BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA**

**CITY OF GUYTON  
EFFINGHAM COUNTY, GEORGIA**

  
\_\_\_\_\_  
Wesley Corbitt, Chairman

  
\_\_\_\_\_  
Jeff Lanicy, Mayor

Attest:   
\_\_\_\_\_  
County Clerk

Attest:   
\_\_\_\_\_  
City Clerk



## Staff Report

**Subject:** Approval of Lease Termination Letter to the City of Guyton for the use of the Guyton Fire Building

**Author:** Alison Bruton, Purchasing Agent

**Department:** Fire Department

**Meeting Date:** June 20, 2023

**Item Description:** Approval of Lease Termination Letter to the City of Guyton

**Summary Recommendation:** Staff recommends Approval of the Termination Letter to the City of Guyton for the Guyton Fire Building Lease

### Executive Summary/Background:

- Effingham County currently has a lease agreement in place with the City of Guyton to lease a portion of the building located at 505 Magnolia Street as a temporary fire station. This lease is currently month-to-month.
- Construction of Fire Station #13 is now complete, and the lease is no longer needed.
- City of Guyton personnel have agreed to terminate the lease effective June 30, 2023.

### Alternatives for Commission to Consider

1. Approval of Lease Termination Letter to the City of Guyton
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Fire Department

**Funding Source:**

**Attachments:**

1. Termination Letter

June 20, 2023

City of Guyton  
310 Central Blvd.  
Guyton, GA 31312

Mayor and Council:

The Effingham County Fire Department has completed the construction of the new Fire Station #13 located at 91 Springfield Ave., Guyton, GA 31312. Pursuant to provisions contained in the CITY OF GUYTON, GEORGIA FIRE DEPARTMENT RENTAL/LEASE AGREEMENT by and between Effingham County, GA and its Board of County Commissioners and City of Guyton, written notice is hereby given to your Council that the Board of Commissioners of Effingham County shall terminate said lease agreement as of June 30, 2023.

The Board of Commissioners would like to thank you and wish you continued success.

Sincerely,

Wesley Corbitt  
Chairman

## Staff Report

**Subject:** Approval to renew the agreement with Tarheel Medical Billing dba Colleton Software, Inc for EMS Billing Services

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS

**Meeting Date:** June 20, 2023

**Item Description:** Agreement Renewal with Tarheel Medical Billing dba Colleton Software, Inc for EMS Billing Services

**Summary Recommendation:** Staff recommends approval

### Executive Summary/Background:

- EMS utilizes the services of a third-party vendor to process payments from individuals who use emergency medical services. This agreement was approved by the Board of Commissioners beginning July 1, 2019.
- Staff is requesting to continue with the agreement. This agreement has been previously approved to form by the County Manager.

### Alternatives for Commission to Consider

1. Approval to ratify the renewal of the proposal from Tarheel Medical Billing dba Colleton Software, Inc.
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** EMS, Finance, Purchasing

**Funding Source:** EMS Budget

**Attachments:** Executed Agreement and Addendum

**AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES**

**THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the "Agreement") is made and entered into this 1st day of July 2019 (the "Effective Date"), by and between Tarheel Medical Billing, Inc. dba as Colleton Software, a corporation organized and existing under the laws of the State of North Carolina ("TMB"), and Effingham County Emergency Medical Services - a department of the County of Effingham, a body politic of the State of Georgia (the "Client"). In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties."**

**WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and**

**WHEREAS, Client desires to obtain billing and collection services from TMB to assist in the collection of accounts receivable; and**

**WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.**

**NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:**

**1. PURPOSE. The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of medical billing and collection services for Client (collectively, the "Services"). Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client, so advise Client in writing, and TMB will have no obligation to perform any collection services with regard to the returned account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered, provided no such additional fees shall be charged to or incurred by Client without Client's additional written consent.**

**For the purpose of this contract, a collectible is defined as the receipt of all information required in order to properly submit the claim to the appropriate payment source.**

**Client represents and warrants to TMB as follows:**

- (A) That all accounts referred to TMB for collection pursuant to this Agreement**
  - (i) have been timely referred to TMB,**
  - (ii) have not been charged off or otherwise reduced to a zero balance,**
  - (iii) were generated in the ordinary course of business,**
  - (iv) have been properly coded,**

Initials  

(v) are collectible, revenue-generating accounts and  
(vii) have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;

(B) by entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and

(C) All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a period of 3 year(s), commencing on the 1st day of July, 2019, and terminating at 11:59 p.m. on the 30th day of June, 2022 (the "Initial Term").

Upon the expiration of the Initial Term, this Agreement will automatically renew for up to TWO (2) year period (the "Renewal Term;" the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice.

- (i) of termination or
- (ii) of Client's desire to renegotiate the terms of this Agreement, at least ninety (90) days prior to the expiration of the then current Term.

3. **TMB'S RIGHTS, DUTIES & OBLIGATIONS.** It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:

(A) Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:

(i) Insurance Filing. Claims for reimbursement or payment for ambulance or wheelchair transportation provided by the Client will be submitted to insurance carriers' by TMB after TMB receives the necessary data to file the claim via the the Electronic Patient Care Reporting Software. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third-party payor determines benefits payable will be billed directly to the patient/guarantor by TMB or as dictated by the Client. Medicare and Medicaid claims will be filed to the appropriate state and or federal agency within 8 hours' receipt via

Initials  

Gateway EDI interchange and will be processed by TMB until all revenue resources are collected or eligibility and payment options are exhausted.

(ii) Direct Patient Billing. At the direction and instruction of Client, TMB will mail an initial statement of account to all patients/guarantors without insurance and to patient/guarantor after receipt of denial or partial payment from the insurance company or third-party payer. Billing will only occur after TMB receives the necessary billing data via EPCR. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

Patients are billed by TMB as follows

After the call is received via EPCR from the company, TMB will send the patient a letter of fact stating that TMB is billing the primary payer source (when available) for the patient and the call conducted by the company.

Patient Pay Accounts

For patients without any additional secondary source of payment, TMB will send the patient a bill and statement on 30 days, 60 days and 90 days increments. Patients that communicate additional information with TMB will continue to receive monthly statements as long as the account is actively collecting funds or communicating new information.

Any patient that request to pay the balance of their account over a specific time frame will continue to receive monthly statements to reflect payments made on their account balance.

Commercial Insurance and Medicare

After we receive payment from a primary payer source, TMB will then bill the patient any balance that exist on the account. TMB will bill the patient at 30 days, 60 days and 90-day intervals or until the account balance is settled. Patients that request for a payment plan will be handled on a case by case basis. Statements will be sent monthly to patients paying balances over time.

Medicaid

Per Medicaid law, TMB cannot legally bill the balance of the account. Medicaid under North Carolina law, requires the biller to accept the Medicaid as payment in full and does not allow for the patient to be billed for additional funds.

Initials  

(B) Provided Materials. TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.

(C) Deposits. TMB will mail all deposit and payments received by TMB to of the Client. TMB will have no authority over any accounts maintained by the Client.

(D) Accounts Receivable Management Reports. TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will be submitted to the Client no later than the 10<sup>th</sup> day of the following month via email to the address from which TMB receives the ePCR data. The reports shall include the following information:

(i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;

(ii) Check registry reports reflecting a list of revenues received and totals; and

(E) Return of Non-Collectable Accounts. TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.

(F) Sub-Contract. TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.

(G) Disclaimer of Warranties. With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.

Initials  DBS

(H) TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.

4. **CLIENT'S RIGHTS, DUTIES & OBLIGATIONS.** During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Services for Client and Client will not enter into any other agreements or arrangements concerning the billing and/or collection of medical accounts nor use self or in-house collection without TMB's written consent thereto, not to be unreasonably withheld. This Agreement is subject to the following conditions:

(A) **Provide Information.** Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:

(i) All information as required from time to time by TMB to process accounts for services rendered by the Client;

**(ii) Client will install and operate ESO Solutions or other agreed upon ePCR and will submit all requested information to TMB via ESO SOLUTIONS or other agreed upon ePCR in a timely manner;**

(iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the event signatures are not obtained with each data file submission;

(iv) Client shall retain and be responsible for clarifying or obtaining any additional information reasonably and/or legally necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by the software, technician's signatures and doctor's signatures when applicable;

(v) Client shall promptly notify TMB of any change in the management of Client;

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(vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;

(vii) Client shall promptly notify TMB of any change of address for Client; and

(viii) Any additional information requested by TMB reasonably and/or legally needed to process/support a claim. Any such information will be submitted by Client to TMB within ten (10) days of written request by TMB to the extent possible, and otherwise as promptly as possible thereafter.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 4(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 4(A).

(B) Transmission of Data. Client agrees to email all data collected by ePCR within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.

(C) Limited Power of Attorney. Client hereby grants to TMB power of attorney coupled with an interest for the purpose of giving TMB permission to sign on its behalf all forms and documents necessary for reimbursement to the Client. TMB is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and related mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. TMB shall have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein or approved in writing hereafter by Client.

(D) Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.

(E) Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payers necessary for TMB to perform the Services.

(F) DELETED To adhere to Freedom of Information Act

(G) Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the all applicable software owned by TMB.

In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return any software provided under the terms of this Agreement to TMB, but in no event within thirty (30) days. Client shall not make any copies of software provided by TMB.

(H) Performance. Both parties understand and agree that the obligation of the other party to perform under this Agreement is conditioned upon their own timely compliance with its terms and conditions. In the event either party breaches any such term or condition, or causes any such term or condition to be breached, the obligations of the non-breaching party to perform under this Agreement shall automatically terminate, and that party shall have no further liability or obligation to the breaching party.

(I) Reimbursement. Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB. TMB shall exercise its best efforts to limit the costs associated with, and will seek the prior written approval of Client before, undertaking any activities under this provision for which TMB may seek reimbursement from Client, and except to the extent any such activities are legally required to be taken by TMB, Client shall not be charged for or incur any costs associated with reimbursing TMB for such activities if not pre-approved by Client. In the event that such activities are legally required to be taken by TMB, TMB will provide notice to the Client.

(J) Non-Solicitation. During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, knowingly solicit or knowingly attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.

(K) Direct billing - Emergency Medical Services for stand by events  
During the term of this Agreement, the client may bill directly to the source for standby services provided to the entity where the client provides personnel and / or other resources in exchange for a flat fee. These services may include but is not limited to events, festivals, sporting events, local racing facilities or any other activity where the company provides a stand by resource and charges the organizer. These activities may be billed by the company directly without informing TMB. TMB will not be owed any compensation for these services either directly or indirectly

**5. MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES.** The following rights, duties and obligations apply to the Parties:

Initials  

(A) Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.

(B) Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.

(C) Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement. In addition to any other provision of this Agreement providing that such documents and/or records shall be returned to Client following any termination hereof, to the extent that TMB retains such documents and/or records thereafter, prior to finally disposing of same, TMB shall exercise good faith efforts to offer to deliver the same to Client again and at any actual costs reasonably incurred by TMB to do so at such time.

(D) Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a "business associate" of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA)

(E) Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will treat and hold as private all Confidential Information of the other Party and that they will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade

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Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public and regardless of its form of medium. For purposes of this Section 5(E), the term "Trade Secrets" shall have the meaning ascribed to it in the North Carolina Trade Secrets Act, N.C. Gen. Stat. § 66-152(3) *et seq.*

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or similar confidentiality agreement, or (iii) information which is deemed within the sole discretion and opinion of applicable legal counsel to either party to be required to be disclosed in compliance with applicable laws or regulations, including without limitation laws applicable to Client as a local government entity subject to certain open records laws applicable to such entities operating within the State of North Carolina, or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of the Section 5(E) shall survive the expiration or other termination of this Agreement. The complete terms and conditions of this Agreement shall not be deemed or considered to be confidential information.

(F) Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with each other and will not commit any acts or omit any acts that might tend to obstruct either Party in performing its duties under this Agreement.

Initials  

**6. FEES FOR SERVICES RENDERED.**

(A) Administration Fee. Client **will not** be charged an administrative fee for the establishment of this account with TMB.

(B) Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to 5.69 % of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

For as long as Effingham County maintains and executes an active billing contract with Tarheel Medical Billing, TMB will provide a working copy of the electronic patient care reporting software created and maintained by ESO Solutions at no cost to the county.

TMB will provide the base package of ESO's primary ePCR package and pay for the monthly base subscription fee for the county. Additional modules and implementation and training expenses remain the responsibility of the county. TMB will coordinate the project planning with ESO Solutions with regard to the installation and implementation of the product within the county.

(C) Payment Terms: TMB will submit an invoice on or around the 10<sup>th</sup> day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within thirty (30) days from the Client's receipt of the invoice.

Fees outstanding are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

Client agrees to report to TMB, within thirty (30) days of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.

(D) Attorney/Collection Fees. In the event that either party retains an attorney or collection agency to assist in the collection of any amounts owed to it by the other party under this Agreement, the costs and fees incurred as a result of such retention shall be added to the amount to be collected therefrom. Each party will be responsible for all reasonable attorneys' fees and costs incurred by the other party as a result of any breach of this Agreement.

(E) Right to Offset. In addition to all other remedies available to TMB, in the event Client fails in its obligation to pay TMB in a timely manner in accordance with the terms of this Agreement for Services, or any other amounts owed, and Client fails to cure said obligation within a ten (10) day period following notification from TMB, TMB shall be entitled to offset any such unpaid amounts against any and all amounts received by TMB as payment on accounts referred to TMB pursuant to this

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Agreement, provided nothing herein shall be construed as to provide TMB with any right of offset or access to any funds already deposited into Client's bank accounts pursuant to this Agreement.

(F) Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 6(F), Client shall immediately pay to TMB all amounts then due and outstanding.

**7. LIMITATION OF LIABILITY.**

(A) Subject to Section 7(C) below, neither party shall be liable to the other party or to any third party for any damages resulting from or related to this Agreement or the Services performed hereunder, except for damages resulting from the gross negligence, recklessness, or willful misconduct of any such party, or its affiliates, parent companies, subsidiaries, including without limitation the officers, directors, shareholders, members, employees, subcontractors, representatives, assigns, successors, heirs, or other agents thereof or any kind whatsoever..

(B) In no event shall either party be held liable to the other party or any third party for any incidental, indirect, special, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, loss of data, business interruption, or any other damages or losses arising out of or related to this agreement or the performance or breach thereof, regardless of the theory of liability (contract, tort or otherwise), even if such party has been advised of the possibility thereof.

(C) Except with respect to any liability arising from actions based upon intentional fraud or misrepresentation by either party which shall not be subject to the limitation of liability imposed by this provision, the entire liability for either party for any matter arising from or related to this Agreement shall be limited to the amounts paid by Client to TMB under, and during the Term of, this Agreement.

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**8. TERMINATION OF AGREEMENT.**

(A) This Agreement may be terminated as follows:

(i) By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within thirty (30) days (ten (10) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or

(ii) By either Party for any reason and at any time by providing NINETY (90) days prior written notice of such intent to the other Party. During the NINETY (90) day period, the Agreement shall continue in full force and the Parties shall be obligated to act in accordance with this Agreement.

(iii) Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by either party, with no further obligation, if the other party is charged by any governmental regulatory body or law enforcement agency with engaging in any illegal conduct or committing any act which may be classified as a felony or a misdemeanor under state or federal law.

(B) In the event that this Agreement is terminated, the Parties agree that:

(i) TMB will not be liable for any costs incurred by the Client in securing another billing collection agency;

(ii) TMB will not pay or refund money earned as a result of Services provided to the Client;

**(iii) TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period and without charge therefore. Once the aforementioned information is delivered to the Client, Client agrees to release TMB of all liability for the information's safekeeping; and**

**9. INDEMNIFICATION.** TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client, to the fullest extent allowed by law, shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and

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expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.

Additionally, each party shall indemnify and hold harmless the other party and its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to any breach or violation of any Medicare rules or regulations by such party or its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within thirty (30) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.

The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third-party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.

The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible hereunder prior to making a claim against the Indemnifying Party hereunder.

The provisions of the Section 9 shall survive the expiration or other termination of this Agreement.

**10. MISCELLANEOUS.**

(A) Entire Agreement. Except as otherwise expressly stated herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement

(B) Modifications. This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

(C) Headings. All headings are inserted for convenience of the Parties and do not define or reflect the contents of the specific terms and conditions, nor shall any headings be used in construing the meaning of same within this Agreement.

(D) Force Majeure. The failure by either party to any extent to perform under this Agreement, in whole or in part resulting from causes beyond the reasonable control of such party shall not render such party liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due hereunder, nor relieve the other party from the obligation to fulfill any term or condition herein.

Initials  DRS

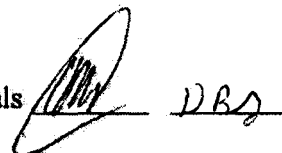
(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(F) Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.

(G) Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

(H) Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subject to Section 11 above, any claim or dispute hereunder shall be made or brought only in the state court sitting in Effingham County or federal courts sitting in the State of Georgia, the Parties hereto waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it.

(I) Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.





(J) Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.

(K) Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.

(L) Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB:

Colleton Software  
108 East H Street  
Erwin, NC 28335  
Attention:     Daniel Brian Gurkin, President

Client:

Wanda McDuffie  
EMS Director  
Physical Address  
285 1st Street Ext  
Springfield, Ga 31329  
Mailing Address  
601 N. Laurel Street  
Springfield, Ga 31329

With Copy to:

Billy Beckett  
Interim County Administrator  
601 N Laurel Street  
Springfield, GA 31329

Initials  

(M) Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

(N) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(O) Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Initials  ORS

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement the day and year first above written.

WITNESSES:

**TARHEEL MEDICAL BILLING, INC.**

Amita Chubb  
Tech Support

By: Daniel B. Smith  
Its: President

**EFFINGHAM COUNTY  
SPRINGFIELD, GA**

J. Johnson  
County Clerk

By: Dorothy M. [Signature]  
Its: Chairman

Initials [Signature] DR

**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 Tarheel Medical Billing, Inc. d/b/a Colleton Software ("Tarheel"), dated 04/16/2019, 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.

2. 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.

3. To the maximum extent permitted under applicable law and, in that regard, County and Tarhell 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.

4. Any portion of the Contract regarding indemnification and limitation of liability 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.

5. 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.

**Tarheel Medical Billing, LLC**

By: Daniel B. Gurkin  
Sign and Print Name

Its: Daniel B Gurkin, Pres  
Sign and Print Name

Attest: Robin Blockwelder  
Sign and Print Name

Its: Robin Blockwelder  
Sign and Print Name

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

By: Wesley M. Corbett  
Wesley Corbett  
Its: Chairman

Attest: S. Johnson  
Stephanie Johnson  
Its: County Clerk



## Staff Report

**Subject:** Consideration to renew the agreement with The City of Port Wentworth for the use of an inmate work detail

**Author:** Alison Bruton, Purchasing Agent.

**Department:** Purchasing and Prison

**Meeting Date:** June 20, 2023

**Item Description:** Inmate Work Detail Agreement with the City of Port Wentworth

**Summary Recommendation:** Staff recommends renewal of the Agreement between the City of Port Wentworth and Effingham County for the use of an inmate work detail

### Executive Summary/Background:

- The City of Port Wentworth has requested use of an inmate work crew.
- Effingham County provides a Correctional Supervisor to supervise the work crew. The City of Port Wentworth will reimburse the County for the cost of employing the Correctional Supervisor.
- The City of Port Wentworth supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Port Wentworth pays for fuel to run the vehicle and equipment.
- The City of Port Wentworth pays for the maintenance of the vehicle and equipment.
- The City of Port Wentworth provides all equipment and tools, including safety equipment.
- The cost of the agreement to the City of Port Wentworth is \$90,000.00 per year, which includes the cost of employing the Correctional Supervisor.
- The Agreement can be terminated at any time, by either party with 90 days written notice to the other party.
- The City Manager of Port Wentworth has confirmed that the City would like to renew the Agreement for an additional one-year term.

### Alternatives for Commission to Consider

1. Consideration to renew the agreement with The City of Port Wentworth for the use of an inmate work detail.
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing & Prison

**Funding Source:** All costs to administer the Agreement are paid by the City of Port Wentworth.

### Attachments:

1. Work detail Agreement

State of Georgia  
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF PORT WENTWORTH, GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates pursuant to a contract with the Georgia Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and

WHEREAS, the City of Port Wentworth, Georgia hereinafter referred to as "the City of Port Wentworth" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Port Wentworth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

WITNESSETH:

PART A

Effingham County and the City of Port Wentworth agree to the following:

- (1) Effingham County shall supply to The City of Port Wentworth a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Port Wentworth and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out

during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Port Wentworth, Georgia for work detail purposes.
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Port Wentworth, Georgia. The City of Port Wentworth shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Port Wentworth, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Port Wentworth, Georgia as well as between work sites within The City of Port Wentworth.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Port Wentworth work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Port Wentworth. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) The City of Port Wentworth will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Port Wentworth, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1 (33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Port Wentworth equipment.
- (8) The City of Port Wentworth shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and

larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.

- (9) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Port Wentworth's Public Works Director prior to performing the maintenance. The City of Port Wentworth shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.
- (10) The City of Port Wentworth shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Port Wentworth shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Port Wentworth Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Port Wentworth will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost under this agreement is Ninety Thousand Dollars (\$90,000) per year. This will be prorated for the initial term of this Agreement. This cost includes the correctional supervisor's salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Port Wentworth each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (12) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (13) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls

in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.

- (14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.
- (15) 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.

NOW WHEREAS, This Agreement will become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon execution by all parties and will be in effect for the duration of the year, July 1, 2022 through June 30, 2023. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

[ SIGNATURES ON FOLLOWING PAGE ]



The foregoing is agreeable, this 2nd day of August, 2022.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

By: Wesley M. Corbitt  
Wesley Corbitt, Chairman

Attested: S. Johnson  
Stephanie D. Johnson, County Clerk

**EFFINGHAM COUNTY PRISON**

By: Victor Walker  
Victor Walker, Warden

**THE CITY OF PORT WENTWORTH, GEORGIA**

By: Thomas Barbee  
Thomas Barbee, Mayor Pro-Tem

Attested: Zahnay Smoak  
Zahnay Smoak, City Clerk

Agreement reviewed and approved by:

\_\_\_\_\_  
Effingham County Attorney  
Edward L. Newberry, Jr.

Scott C. Robichaux  
\_\_\_\_\_  
City of Port Wentworth City Attorney  
Scott C. Robichaux

## Staff Report

**Subject:** Approval to renew the Task Order with Thomas & Hutton for Professional Consulting Services for Program Management

**Author:** Alison Bruton, Purchasing Agent

**Department:** County Manager/Capital Projects

**Meeting Date:** June 20, 2023

**Item Description:** Renewal of Task Order with Thomas & Hutton for Professional Consulting Services for Program Management

**Summary Recommendation:** Staff recommends approval to renew the Task Order with Thomas & Hutton for Professional Consulting Services for Program Management

### Executive Summary/Background:

- Staff requested a proposal from Thomas & Hutton to assist with Program Management in regards to capital projects.
- Included in this scope is a Program Management Workshop with Effingham County Staff to develop the goals, objectives and logistics to be performed by T&H to set the overall strategy for a group of projects. Also included is priority project development/capital improvements and management and design services. With the absence of a County Engineer on staff, T&H will also perform construction observation in the capacity of the County's representative.
- This Amendment will renew the task order for FY24 utilizing the approved rates.

### Alternatives for Commission to Consider

1. Approval to renew the Task Order with Thomas & Hutton for Professional Consulting Services for Program Management with the increased rates
2. Deny the renewal of the Task Order with Thomas & Hutton for Professional Consulting Services for Program Management
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2, 3

**Department Review:** County Manager, Purchasing

**Funding Source:** Various – Project/Department funding

**Attachments:** Task Order and Renewal

**EFFINGHAM COUNTY COMMISSION  
MASTER SERVICES CONTRACT No. 21-007  
TASK ORDER #1**

TASK ORDER # 001 DATE January 24, 2023

ADDENDUM TO CONTRACT NO. 21-007 DATE April 23, 2021

**PROJECT: PROFESSIONAL CONSULTING SERVICES FOR  
EFFINGHAM COUNTY PROGRAM MANAGEMENT**

EFFINGHAM COUNTY COMMISSION (Owner) and THOMAS & HUTTON ENGINEERING CO. (Consultant or Thomas & Hutton) this twenty-fourth day of January 2023, provide the following task order through their contract dated April 23, 2021, for work, materials, or services described below.

**SCOPE OF WORK:**

Thomas & Hutton is proposing to provide professional services for the Effingham County Program Management Services. The period of service is for January 2023 through June 2023. The Owner and Program Manager agree that the organizational flow of the Program will evolve as the Program is developed and that no specific number of staff is required or guaranteed. Staffing levels are the responsibility of the Program Manager and may change and vary during the course of the Program. Additional specialist staff may be necessary to perform Design or Additional Services as defined or to be defined at the discretion of the Owner in the future. The Program Manager shall provide documentation for anticipated costs and expenses considered outside the limits of this Agreement and shall obtain expressed written consent prior to proceeding with services. Since consulting services to be provided under this agreement are currently unknown, fees are on a time and expense, not to exceed basis.

**A. SCOPE OF SERVICES**

**1. Program Management**

**a. Program Management Workshop**

The goal of this project will be to prepare, organize and conduct workshop to develop the goals, objectives, and logistics of the Program Management Services to be performed by the Consultant. Program managers (Consultant) will work with members of the Owner's senior management team to set the overall strategy and objectives for a group of projects. The goal will be to align the outcome of the projects with the organization's overall business goals. A workshop will be held with the Owner's senior management to lay the framework and expectations for the Program Management services to be conducted by the Consultant. The workshop will be held over a 1-day period to determine, outline and document the following:

 Owner's Initials  
 Consultant's Initials

- Resource Allocation
- Organization Structure
- Communication
- Workflow
- Deliverables
- Document Management
- Project Review

This effort assumes up to sixty-five hours of Consultant staff to prepare, attend and prepare deliverables for this task. Additional effort may require additional services.

**b. Priority Project Development/Capital Improvements**

The Consultant will assist the Owner's senior management with developing a priority project and capital improvements plans for water systems, sanitary sewer systems, transportation systems, stormwater systems and recreation. The Plan will be based on previous and ongoing planning efforts for each system type. The projects will be determined based upon system performance and capacity/demand. Because of future planning efforts, projects will be identified to allow the Owner to accommodate and be ready for future growth, whether that is short term or long term. Prioritizing these projects, and determining a probable project development cost will allow the Owner and the County to develop a Priority Project list to plan funding and resources accordingly, and to utilize in requesting funding from various sources. The fee for this task assumes forty hours of program manager time and twenty hours of senior level effort for each of the five systems to be assessed.

**c. Management Services**

The Program Manager shall provide services to monitor procurement procedures, design, construction and other related activities and to facilitate coordinate and manage the Projects identified by the Owner. The Program Manager will monitor the quality of services and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Management tasks may include but are not limited to:

- Public Information/Engagement – Engaging with the Owner's public relations officers regarding Program projects.
- Master Planning Report Compilation – Assisting in the Integration of existing planning documentation into the countywide Capital Improvements Plan. Master plan updates when project completed. Living document. Flag when document revisions are necessary.
- Management of design/bid/build projects – Assisting in the procurement of design professionals and oversight of complete project delivery for Projects within the Program.
- Management of alternative delivery projects (Design/build, CMAR, Etc.) – Assisting in the procurement of alternative delivery teams

 Owner's Initials  
 Consultant's Initials



and oversight of complete project delivery for Projects within the Program.

- Project Controls – Coordinate with Owner's staff to manage contracts, invoices, change orders and amendments.
- Risk Assessment & Management – Provide input and assist in managing risk for the Owner during all phases of the Program to ensure to the extent possible that potential Project impacts are transparent, understood and mitigated.
- Program Reporting – Provide regular written reports to the Owner staff, officials and Project stakeholders.
- Program Regulatory Compliance – Assist in monitoring and managing the process of compliance with applicable regulatory permitting and approvals.
- Cost Validation – Verify cost estimates and provide value-engineering reviews to Projects within the Program.
- MWBE Strategies – Work with Owner staff to explore expanding MWBE opportunities for local and disadvantaged businesses.
- Performance Management – Maintain continuous reporting for all Program Projects on budget and schedule variances and, if needed, prepare recovery plans.
- Commissioning/Conveyance – Assist in the administering of post construction closeout for Program Projects to transition the operation to Owner possession.

d. **Design Services**

At the request of the Owner, the Program Manager may perform specific design tasks under this Agreement and shall be compensated for the performance of these services for mutually agreed upon fees not included in this agreement. Design services should not and will not relinquish the services or responsibilities of the Program regarding specific Projects or design services assigned.

e. **Additional Services**

At the request of the Owner, the Program Manager may perform Additional Services under this Agreement and shall be compensated for the performance of any Additional Services requested by the Owner on an hourly basis as identified in Exhibit B to this Agreement. The Program Managers shall prepare a written amendment to this Agreement specifically providing the performance of the Program Manager for the Additional Services and the hours estimated for each activity. Additional Services to be performed by the Program Manager may include but are not limited to:

Owner's Initials

Consultant's Initials



- Preparation of financial feasibility studies related to Projects in the Program
- Performance of special inspections or testing
- Hiring or engaging any expert witness or consultant to assist the Owner in or for any claim or suit on behalf of the Owner.
- Such other services as Owner & Program Manager may agree to in writing.

2. **On-Call Construction Services**

a. **Construction Observation**

For the length of this agreement, the Program Manager's project representative will be made available to the Owner on an as-needed basis to provide site representation/observation. The project representative will act in the capacity of the Owner's representative, when needed, as directed to do so. Notification for site representation will require correspondence with the Program Manager 48 hours prior to the requested on-call service. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

- It is estimated that the Project Representative can be made available up to an average of **6 hours per week** for the duration of this agreement. Compensation will be based on a time and expense, not to exceed amount, using this weekly average as the basis for budget. If additional site visits are required, this contract will be amended to provide such additional services.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Construction observation is anticipated for the time period of this agreement. Such visits and observations shall not require Program Manager to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Program Manager does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

3. **Reimbursable Expenses**

Direct non-salary (reimbursable expenses), including printing and reproduction are billed at cost. Travel in private vehicles will be billed at the IRS Standard Rate and may be revised based on fuel pricing.

We propose that payment for our services will be as follows:

 Owner's Initials

 Consultant's Initials

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time &amp; Expense Budget</u>
Program Management Workshop	Time & Expense – Not to Exceed	\$ 12,500.00
Priority Project/CIP Development	Time & Expense – Not to Exceed	\$ 33,200.00
Program Management	Time & Expense – Not to Exceed	\$ 53,000.00
On-Call Construction Observation	Time & Expense – Not to Exceed	\$ 24,000.00
Reimbursable Expenses	Expense – Not to Exceed	\$ 3,000.00

In accordance with the Services Contract, Section II-1, dated April 23, 2021, this task order includes an adjustment in rates and fees as allows after the twelve-month contract time sunset of March 15, 2022. All previous billing rates are (hereby) modified to include the rates as shown on the 2023 Consulting Services Rate Sheet, attached hereto. The attached rate sheet shall be in effect during the term of this Agreement.

APPROVED:

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

EFFINGHAM COUNTY COMISSION

By:   
 Jason O. Chambless, P.E.

By: 

Title: Civil Department Manager/Principal

Title: Chairman

Date: January 24, 2023

Date: 02/07/2023

By:   
 Kevin Smith, PE

Title: On-call Contract Manager

Date: January 24, 2023





CLIENT'S INITIALS  
CONSULTANT'S INITIALS

# THOMAS & HUTTON

## 2023 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2023 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 280.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 255.00	Senior Manager	Senior Manager Survey Party (3--Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 230.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 210.00	Project Engineer IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 200.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 185.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2--Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 170.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 160.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 150.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 135.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1--Man)	Landscape Designer II	GIS Analyst II	Field Representative III	Permit Coordinator III Application Developer II
\$ 125.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative II	Application Developer I, Permit Coordinator II, Admin IV
\$ 110.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative I	Permit Coordinator I
\$ 100.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II	Field Representative I	Admin III
\$ 95.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin II
\$ 85.00						Admin I
\$ 425.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31<sup>st</sup>, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

Item IX. 7.

**Amendment No. 1 to the  
Task Order for Professional Consulting Services/Program Management  
Executed February 2, 2023  
between  
Board of Commissioners of Effingham County  
and  
Thomas and Hutton**

**THIS AMENDMENT NO. 1** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **Thomas and Hutton** with offices at **50 Park of Commerce Way, Savannah, GA 31405**.

**WHEREAS**, THE COUNTY and Thomas and Hutton entered into a Task Order dated February 2, 2023 for Professional Consulting Services for Program Management (as amended, the "Task Order"); and

**WHEREAS**, the parties desire to amend the provisions of the Task Order; and

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

1. Term: This Amendment allows for the Task Order to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Fee: The hourly rates as approved in the Task Order will remain in effect until the end of the new term. Services to be billed monthly with T&H providing a breakdown of hours and their rates. This amendment removes the not-to-exceed total for services of the original task order. Services will be provided on a Time & Expense basis as directed by Effingham County.
3. Except as specifically set forth herein, all other terms and provisions of the Task Order shall remain unaffected by this Amendment and continue in full force and effect.

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

**Thomas and Hutton**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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

**Staff Report**

**Subject:** Approval and publication of a new Emergency Medical Services (EMS) job description.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** June 20, 2023.

**Item Description:** Approval and publication of a new Emergency Medical Services (EMS) job description.

**Summary Recommendation:**

Staff requests authorization to approve and publish a new Emergency Medical Services (EMS) job description.

**Executive Summary/Background**

*The Field Training Officer* position is responsible for the supervision of medical staff operating on a designated shift. The position is also responsible for administering appropriate pre-hospital emergency medical treatment to the ill and injured. Must be able to multi-task several complex projects simultaneously while managing administrative functions that support day-to-day operations. No increase to headcount; this would be a promotion for current Paramedics to allow each shift to support the Shift Supervisor and EMS Director as an Assistant Shift Supervisor.

**Alternatives for Commission to Consider**

- 1. Approve the job description; authorize publication and distribution.
- 2. Disapprove the job description and provide guidance to staff.

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

**Other Alternatives:** None.

**Department Review:** County Manager, Emergency Medical Services, and Human Resources.

**Funding Source:** There is no impact on the current FY budget as vacancy savings exist. Position requested and approved for FY 24 Budget.

**Attachment:** Field Training Officer Job Description





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Field Training Officer</b>	<b>Job Code:</b>
<b>Reports to: Director of Emergency Medical Services</b>	<b>FLSA Status:</b>
<b>Department: Emergency Medical Services</b>	

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

**Position Overview:**

This position is responsible for the supervision of medical staff operating on a designated shift. The position is also responsible for administration of appropriate pre-hospital emergency medical treatment to the ill and injured. Must be able to multi-task several complex projects simultaneously while managing administrative functions that support day-to-day operations.

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

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. All knowledge and skills outlined are required for this classification, as emergencies are unpredictable and the potential exists for any of these tasks to be implemented.*

Perform all Principal Duties and Responsibilities (Essential Functions) outlined in the paramedic job description for Effingham County EMS.

Evaluate newly hired medical personnel to ensure competency, professionalism, and accuracy of skills according to standards set forth by the Training Officer.

Ensure newly hired medical personnel have reviewed and understand the department's Standard Operating Guidelines.

Ensure newly hired medical personnel have reviewed and understand the department's Prehospital Clinical Operating Guidelines.

Recommend newly hired personnel to be cleared for independent duty as warranted.

Recommend newly hired personnel for remediation as warranted.

Precept student clinical ride-along shifts.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Field Training Officer</b>	<b>Job Code:</b>
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### Principal Duties and Responsibilities (Essential Functions), continued:

In the absence of a Shift Supervisor or at the request of a Shift Supervisor:

- Complete the assigned shift at EMS Site One.
- Contact all medical personnel at the beginning of the shift to communicate pertinent information such as hospital diversion status, scheduled meetings, scheduled vehicle maintenance, public relations events, required training, staffing issues, changes in operational policy, etc.
- Prioritize duties for operational efficiency. Utilize decision making and problem-solving skills to maximize availability of emergency services to the citizens of Effingham County.
- Review electronic patient care reports (ePCR) for accuracy, quality, and completeness.
- Assist Logistics Manager with oversight and scheduling the maintenance of equipment and vehicles. Receive and review service requests from personnel for vehicle repairs. May make routine adjustments and minor repairs/maintenance.
- Conduct/organize/assign special projects, work detail, and additional duties as necessary.
- Communicate with other shift supervisors and administration. Inform the Director of EMS promptly and fully of problems or unusual matters of significance.

Operate with a team-focused approach, maintaining a favorable working relationship with other department personnel to foster aid and promote a cooperative and harmonious working climate which will be conducive to maximum morale, productivity and efficiency/effectiveness.

Perform all duties and responsibilities in a timely and effective manner in accordance with established policies and procedures to achieve the overall objectives of this position.

### Supervision Received:

Field Training Officers will report to the following:

- The Training Officer
- The Shift Supervisor
- The Director of Effingham County Emergency Medical Services.

The Director, Shift Supervisor, and Training Officer assign work in the form of general instruction, requiring the use of much judgment for all types of tasks. Continuing instruction as a task proceeds may



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Field Training Officer</b>	<b>Job Code:</b>
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also be given. The Director, Shift Supervisor, and Training Officer spot-check work in progress and upon completion for accuracy and compliance with instruction and standardized procedure.

### **Supervision Exercised:**

Field Training Officers are responsible for supervision and direction of any Emergency Medical Technician, Cardiac Technician, First Responder, or Student operating under his/her license, to include any aspect of patient care which is the ultimate responsibility of the operating Paramedic.

### **PERFORMANCE APTITUDES**

**Data Utilization:** Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

**Human Interaction:** Requires the ability to apply principles of persuasion and/or influence.

**Equipment, Machinery, Tools, and Materials Utilization:** Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

**Verbal Aptitude:** Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.

**Mathematical Aptitude:** Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.

**Functional Reasoning:** Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

**Situational Reasoning:** Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

### **ADA COMPLIANCE**

**Physical Ability:** Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Field Training Officer</b>	<b>Job Code:</b>
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Tasks may also involve the ability to exert heavy physical effort in heavy work, with greater emphasis on climbing and balancing, but typically also involving some combination of stooping, kneeling, crouching, and crawling, and the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds); may occasionally involve heavier objects and materials (100 pounds or over).

**Sensory Requirements:** Some tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally.

**Environmental Factors:** Essential functions are regularly performed without exposure to adverse environmental conditions, however, performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

**Skills (Core Competencies):**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Knowledge of EMS systems, including emergency dispatch/communication procedures
- Knowledge of county employment rules and regulations
- Paramedic level medical and life sustaining techniques including cardiac care, trauma and shock care, ventilation, and cardiopulmonary resuscitation
- Paramedic level medical and traumatic injury assessment
- Knowledge of basic algebra, pharmacology and chemistry for the administration of drug modalities
- Medical terminology
- County road system and geography
- FCC rules and regulations
- Radio communications equipment
- Operation of Emergency Vehicle (Ambulance)

**Ability to:**

- Supervise subordinate positions
- Operate both as a member of a team and independently at incidents of uncertain duration
- Perform a variety of tasks in environments of high noise, poor visibility, limited mobility, at heights, on slippery or hazardous terrain, in enclosed or confined spaces, in hot/cold/inclement weather
- Work in areas where the potential for traumatic or thermal injury is possible and where exposure to contagious/infectious disease is possible



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Field Training Officer**

**Job Code:**

- Perform complex tasks during life-threatening emergencies
- Work for long periods of time requiring sustained physical activity and intense concentration
- Make rapid transitions from rest to maximal exertion without warm up periods
- Make rapid transitions from hot environments to cold environments and from humid to dry atmospheres
- Make rapid transition between sitting, standing, walking, stooping, bending or crouching
- Lift light and heavy objects (such as equipment and patients).
- Distinguish between colors.
- Make life or death decisions during emergency conditions
- Drive an ambulance in emergent and non-emergent situations
- Understand and carry out orders in both emergency and non-emergency situations
- Demonstrate adequate speaking skills to communicate in person as well as by radio and telephone.
- Read English and demonstrate adequate reading skills
- Write in English and demonstrate adequate writing skills
- Operate or quickly learn to operate computer and documentation software

### **Qualifications:**

Level of competency commonly associated with completion of specialized training in the field of Emergency Medical Services, in addition to basic skills typically associated with a high school education

### **Education/Training:**

- High school diploma or GED; supplemented by college level course work or vocational training in emergency medical services; supplemented by one (1) year previous experience and/or training that includes emergency medical services; **or** any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job

### **Experience:**

- College level course work or vocational training in emergency medical services; supplemented by three (3) years previous experience and/or training that includes EMT and Paramedic work; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- Experience sufficient to thoroughly understand the diverse objectives and functions of subunits in order to direct and coordinate tasks.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Field Training Officer</b>	<b>Job Code:</b>
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**License or Certification:**

- Valid driver's license issued by the State of Georgia
- High school diploma or GED
- Appropriate Georgia State EMS certification
- Cardiopulmonary Resuscitation Basic Life Support Certification
- Cardiopulmonary Resuscitation Advanced Life Support Certification



## Staff Report

**Subject:** Coastal Regional Commission Council Reappointment

**Author:** Stephanie Johnson, County Clerk

**Department:** Administration

**Meeting Date:** June 20, 2023

**Item Description:** Consideration to approve to appoint Rebecca Boston as the Non-Public Representative for Effingham County to serve on the Coastal Regional Commission Council

### Summary Recommendation:

Staff is requesting the Board to approve to appoint Mrs. Rebecca Boston to the CRC Council. Mr. Herb Jones has opted to no longer serve on council after serving immensely for many years.

### Executive Summary:

One of the functions of the Coastal Regional Commission (CRC) is to provide programs to older adults and caregivers in our region.

### Background:

1. Mr. Jones was last appointed in June 2022 and his term is set to expire June 2023. Mr. Jones has served the county and this board well for 16 years and does not wish to be reappointed.
2. Staff has received confirmation of council approval from the cities of Springfield, Rincon and Guyton to appoint Rebecca Boston.
3. The term is an annual appointment. The new term will run from July 1, 2023 to June 30, 2024.
4. It is required that a non-public representative fill this position.
5. Upon approval a letter signed by the Chairman of the Board of Commissioners with the Mayors copied, confirming the concurrence of the appointment.

### Alternatives for Commission to Consider:

1. To approve to appoint Rebecca Boston as the Non-Public Representative for Effingham County to serve to the Coastal Regional Commission Council
2. To not approve to appoint Rebecca Boston as the Non-Public Representative for Effingham County to serve to the Coastal Regional Commission Council and consider appointment of another individual at a later date

### Recommended Alternative:

Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** County Clerk's Office

**Funding Source:** N/A

### Attachments:

1. CRC request letter
2. Member Profile Application (Boston)

TO: Chairman Wesley Corbitt, Effingham County Commission  
Mayor Ken Lee, City of Rincon  
Mayor Russ Dean, City of Guyton  
Mayor Barton Alderman, City of Springfield

FROM: Allen Burns, Executive Director

DATE: May 23, 2023

SUBJECT: Reappointment/Appointment of Non-Public Representative for Effingham County to  
Serve on the CRC Council

As you know, Mr. Herb Jones has served as the non-public representative of Effingham County and the cities of Guyton, Rincon, and Springfield for the CRC Council. **At our May Council meeting, Mr. Jones advised that it was his last meeting, and he did not want to be reappointed.** We are sorry to hear this as Mr. Jones has been a dedicated Council member for 16 years. It is important that you appoint someone else to this position. Terms run from July 1 – June 30 and are eligible for reappointment each year.

Please remember that a non-public representative must fill this position. It is also very important that the person appointed to this position be able to attend the regular meetings that are held on the second Wednesday of every month at the Richmond Hill City Center at 10:00 a.m.

To finalize this reappointment/appointment, the County and municipalities need to agree on the reappointment/appointment and then submit a letter signed by the Chairman, with the Mayors copied, confirming the concurrence of a reappointment/appointment of an individual to serve in this capacity.

Should you have any questions, please contact Colletta Harper, Administrative Services Director, at [charper@crc.ga.gov](mailto:charper@crc.ga.gov).

AB/ch

c: Stephanie Johnson, Effingham County Clerk  
Herb Jones

**AUTHORITIES/BOARDS/COMMITTEES  
PROSPECTIVE MEMBER PROFILE**

**AUTHORITY/BOARD/COMMITTEE:** CRC -Coastal Regional Council Commission

**NOMINEE:** Rebecca H. Boston

**ADDRESS:** 159 Wilder Road Springfield, Georgia 31329

\_\_\_\_\_  
\_\_\_\_\_

**HOME PHONE:** 912-754-6246 **BUSINESS PHONE:** Cell: 912-667-5343

**COUNTY VOTING DISTRICT/MUNICIPALITY:** 3C- Bethel Lutheran

\_\_\_\_\_

**EMPLOYMENT/BUSINESS HISTORY**

**COMPANY NAME:** Georgia Department of Human Services (DFCS) **YEARS:** 27+ Effingham)

**POSITION:** County Director- ( Effingham , Bulloch and Bryan Counties) (1981-2008)

**ADDRESS:** 204 Franklin Street Springfield Ga. 31329, 41 Pulaski Road Statesboro, Ga. 30458, 133 Dubois St. Pembroke Ga. 31312

**RESPONSIBILITIES:**

Assured multi-county agencies' compliance with policies, appropriate documentation and reporting requirements to provide; safety-self sufficiency and well being of Effingham's most vulnerable families and children by providing: Child Protective Services, Foster Care, Adoption, Adult Protective Services, Foodstamps, TANF, Child Care , Energy Assistance, and Medicaid. Set goals and budgets for each county to ensure sound

**COMPANY NAME:** Georgia Department of Human Services (DFCS) **YEARS:** 7+

**POSITION:** County Director- ( Effingham, Bulloch and Bryan Counties) (2005-2012)

**ADDRESS:** 204 Franklin Street Springfield, Ga. 31329, 41 Pulaski Road Statesboro, Ga. 30458, 133 Dubois St. Pembroke Ga. 31312

**RESPONSIBILITIES:**

continued: fiduciary principals. Hired, built and encouraged a cooperative staff -team- oriented environment within Units ( Services and Eligibility) as well as with other agencies and providers. Created and maintained a positive working relationship with the community. Secretary for the DFCS Board. Represented the agencies at meetings, with business partners and served as the media spokesperson.

**CIVIC/VOLUNTEER INVOLVEMENTS:**

**ORGANIZATION:** Effingham Exchange Club **YEARS OF ASSOCIATION:** 32+

**POSITION OF LEADERSHIP:** Current Vice- President- ( past president) Chair of Child Abuse Prevention Committee

**ORGANIZATION:** Effingham GOP **YEARS OF ASSOCIATION:**           

**POSITION OF LEADERSHIP:** 1st Vice-Chair ( previous 2nd Vice- Chair)

**ORGANIZATION:** Effingham County Veterans Park Board **YEARS OF ASSOCIATION:**           

**POSITION OF LEADERSHIP:** Served on the original planning board, building and funding committees. Currently serve to plan each program and upkeep of the park.

**EDUCATION HISTORY:**

**HIGH SCHOOL:** Telfair County High

**TRADE/VOCATIONAL:**           

**COLLEGE:** Georgia Southern- BS Psychology / Leadership Georgia State

**GRADUATE/POST-GRADUATE:**           

**PROFESSIONAL AFFILIATIONS/CERTIFICATIONS:** Attend Springfield Baptist Church. Current member and Vice-president

Effingham Exchange Club. Active in Regional and State organizations for State Employee Retirees, GSRA and GPHSA. Habitat Build Volunteer.

Charter member of Effingham County Sunrise Rotary. Graduate of Leadership Effingham and Leadership Southeast Georgia. Previous Vice-Chair of Two

Rivers Health Clinic for eight years. Participated in Comprehensive Planning, several years, for Effingham County, in the human services area.

Wrote grant to establish and provide funding for Effingham County Family Connection, ( chaired for numerous years) as well as many other grants for Effingham County citizens.

Previous board member and officer of the Effingham County Victim Witness program. Served on the Effingham County United Way Board

and the Coastal United Way Board as well as the funding committee for both. Chair of FEMA Board for Effingham for numerous years. Library Build Committee.

## Staff Report

**Subject:** Department of Family and Children Services Appointment

**Author:** Stephanie Johnson, County Clerk

**Department:** Administration

**Meeting Date:** June 20, 2023

**Item Description:** Consideration to approve to reappoint Bruce Peth as a member of the Department of Family and Children Services (DFCS) board.

### Summary Recommendation:

Staff recommends approval of reappointing Bruce Peth to the Department of Family and Children Services (DFCS) Board as requested in a letter submitted by Dedra Simich, Effingham County DFCS Director (see attached).

### Executive Summary:

The Department of Family & Children Services is comprised of a five (5) member Board which consists of a representative from each of the Commissioner districts. The term for each appointment is five years.

### Background:

1. Mr. Bruce Peth serves on the Department of Family and Children Services Board as representative for the First District.
2. Mr. Peth was appointed to the DFCS Board on October 13, 1998. To the best of our knowledge, he is still willing to serve.
3. Mr. Peth's term is set to expire June 30, 2023. If reappointed the new term will extend through June 30, 2028.

### Alternatives for Commission to Consider:

1. To approve to reappoint William Carter to the Department of Family and Children Services (DFCS) Board as representative for the Second District.
2. To not approve the appointment.

### Recommended Alternative:

Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** County Clerk's Office

**Funding Source:** N/A

**Attachments:** DFCS Request for Reappointment/Appointment Letter

BRIAN P. KEMP  
GOVERNOR



CANDICE L. BROCE  
DIRECTOR

April 10, 2023

Effingham County Board of Commissioners  
804 S Laurel Street  
Springfield, GA 31329

ATTN: Mr. Wesley Corbitt, Chairman

Dear Mr. Corbitt:

This letter is to advise you that that term of Mr. Bruce Peth, member of the Effingham County Board of the Department of Family and Children Services, will expire on June 30, 2023. The law requires that the County Commission appoint a successor within 90 days after the vacancy occurs.

Mr. Peth has been an active board member and has attended local, regional and state meetings representing our Department and the citizens of Effingham County.

As the position will become vacant on July 1, 2023, it is our desire that your appointment will be received prior to that date. The person appointed will serve a term extending through June 30, 2028. Please send notification of the appointment to our office.

Thank you for the continued support your office has given to our programs. Please contact me if further assistance is needed.

Sincerely,

Dedra A. Simich, MS, LMSW  
County Director III



BRIAN P. KEMP  
GOVERNOR



CANDICE L. BROCE  
DIRECTOR

April 10, 2023

Effingham County Board of Commissioners  
804 S Laurel Street  
Springfield, GA 31329

ATTN: Mr. Wesley Corbitt, Chairman

Dear Mr. Corbitt:

This letter is to advise you that that seat previously held by Margie Sullivan, District 4, former member of the Effingham County Board of the Department of Family and Children Services, is vacant.

As such, we are requesting you appoint a representative to fill the vacancy. The person appointed will serve a term extending through June 30, 2028. Please send notification of the appointment to our office.

Thank you for the continued support your office has given to our programs. Please contact me if further assistance is needed.

Sincerely,

A handwritten signature in blue ink that reads "Dedra A. Simich".

Dedra A. Simich, MS, LMSW  
County Director III

## Staff Report

**Subject:** Department of Public Health Board Appointment

**Author:** Stephanie Johnson, County Clerk

**Department:** Administration

**Meeting Date:** June 20, 2023

**Item Description:** Consideration to approve to reappoint Gussie Nease as a member of the Department of Public Health (DPH) board.

### Summary Recommendation:

The Board of Health exercises responsibility and authority in all matters within the county with regard to health unless the responsibility for enforcement of such is governed by another agency.

### Executive Summary:

The Department of Public Health Board is comprised of a seven (7) member board. Ms. Nease serves in the capacity of “consumer or a person from advocacy agency or group”. The term for each appointment is six years.

### Background:

1. The Board of Health consists of a seven (7) member Board.
2. Ms. Gussie Nease’s term expired February 28, 2023
3. The term is for six (6) years unless otherwise directed by the County Commission.
5. The Board of Health meets quarterly.
6. Current board members are as follows: Wesley Corbitt, BOC Chair – Yancy Ford, School Superintendent, Mayor Ken Lee, Dr. Jack Heneisen, Gussie Nease and Monica Griffin Johnson.

### Alternatives for Commission to Consider:

1. To approve to reappoint Gussie Nease to the Department of Public Health Board.
2. To not approve the appointment.

### Recommended Alternative:

Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** County Clerk’s Office

**Funding Source:** N/A

**Attachments:** DPH Request for Reappointment/Appointment Letter



400 Mall Blvd., Suite G  
Savannah, Georgia 31406  
Phone: 912-644-5200 | Fax: 912-644-5220

150 Scranton Connector  
Brunswick, GA 31525  
Phone: 912-262-2300 | Fax: 912-262-2315

May 16, 2023

Wesley Corbitt, Chairman  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, GA 31329

Dear Mr. Corbitt:

Notice is given to the Effingham County Commission of the expiration of the appointment of Gussie Nease to the Effingham County Board of Health which expired February 28, 2023. The position is the “consumer representing the County’s needy, underprivileged, or elderly community appointed by Governing Authority of county..” The term for this appointment is six years unless otherwise directed by the County Commission.

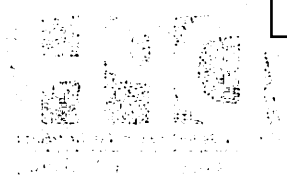
Your attention to this most important appointment will be appreciated; you may notify this office at Coastal Health District, Attn: Donna Ribron, 150 Scranton Connector, Brunswick, GA 31525 of the Commission’s action.

Thank you for your time and consideration.

Cordially,

Bonzo Reddick, M.D.  
District Health Director

cc: Donna Ribron



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July 18, 2023

County Board of Supervisors  
County Administration Center  
100 N. Laurel Street  
Farmingdale, VA 22031

Dear Mr. [Name]

I am writing to you regarding the appointment of the [Name] to the position of [Title] in the County of Loudoun. The County Board of Supervisors has approved the appointment of [Name] to the position of [Title] effective [Date]. The County Board of Supervisors has also approved the appointment of [Name] to the position of [Title] effective [Date].

Your attention to the most important appointment will be appreciated. If you have any questions, please contact the County Administration Center at [Phone Number] or [Email Address].

Thank you for your time and consideration.

Sincerely,

[Signature]

County Board of Supervisors  
County Administration Center  
100 N. Laurel Street  
Farmingdale, VA 22031

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** June 6, 2023  
**Item Description:** **Randy Hadden, Jeremy Nease, & Chuck Hildebrant** request to rezone 102.67 acres from **AR-1 & B-3** to **I-1**, to allow for warehouse development. Located on US Highway 80. **[Map# 354 Parcel# 21,21B,21C]**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 102.67 acres from **AR-1 & B-3** to **I-1** to allow for industrial development, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- A portion of the site (354-21) was reviewed in 2022 as a DRI (#3500) for a container storage facility.
- The scale of the proposed warehouse development (1.16m sf) exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact. The Coastal Regional Commission determined that the project (DRI # 3949) warranted regional review, and completed a DRI report.
- The county Future Land Use map indicates the project site is in a Residential area.
- The proposed development site is surrounded by AR-1 zoned property to the north, south, and east. A 300' buffer is shown on the concept plan. There are B-3 parcels to the south and west. The Warnell Tract to the north & west is a permitted surface mine. The proposed buffer is 50' adjacent to this industrial use.
- Hwy 80 is a designated truck route. GDOT approval of proposed encroachment and access management will be required as part of the development plan review.
- At the May 9, 2023 Planning Board meeting, opposition to the application was raised by neighboring residents based, in part, on:
  - Traffic
  - Lighting/light pollution
  - Future industrial projects
  - Noise pollution
  - Drainage problems
- Ryan Thompson made a motion for approval, with the following conditions:
  1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  2. There shall be no traffic entrance to, or exit from, the development site using George Road.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
  7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
    - And the added conditions:
  8. Platted 10' non-access easement along George Road, disallowing future access to George Road.
  9. A berm within the 300' buffer along George Road, height



- 10. All future sketch and development plans show truck court location to be on the opposite side of the warehouse from George Road.
- 11. All future sketch and development plans shall show lighting designed in a manner that site lighting not visible from George Road properties.
- The motion was seconded by Alan Zipperer, and carried unanimously.
- At the June 6, 2023 Board of Commissioners meeting, Commissioner Forest Floyd made a motion to approve with Staff recommendations.
- The motion was seconded by Commissioner Phil Kieffer, and passed 3-1, Commissioner Roger Burdette opposing.

**Alternatives**

- 1. Approve** the request to **rezone** 102.67 acres from **AR-1 & B-3** to **I-1**, with the following conditions:
  - 1. A Sketch Plan must be submitted for approval before site development plans are submitted.
  - 2. There shall be no traffic entrance to, or exit from, the development site using George Road.
  - 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  - 4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  - 5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  - 6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
  - 7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
  - 8. Platted 10' non-access easement along George Road, disallowing future access to George Road.
  - 9. A berm within the 300' buffer along George Road, height
  - 10. All future sketch and development plans show truck court location to be on the opposite side of the warehouse from George Road.
  - 11. All future sketch and development plans shall show lighting designed in a manner that site lighting not visible from George Road properties.
- 2. Deny** the request to **rezone** 102.67 acres from **AR-1 & B-3** to **I-1**.

**Recommended Alternative:** 1  
**Department Review:** Development Services  
**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2  
**FUNDING:** N/A

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
354-21,21B,21C

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
354-21,21B,21C

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, RANDY HADDEN, JEREMY NEASE, & CHUCK HILDEBRANT has filed an application to rezone one hundred-two and sixty-seven hundredths (102.67) +/- acres; from B-3 & AR-1 to I-1 to allow for warehouse development; map and parcel number 354-21,21B,21C, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on June 6, 2023 and notice of said hearing having been published in the Effingham County Herald on May 3, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on April 19, 2023; and

IT IS HEREBY ORDAINED THAT one hundred-two and sixty-seven hundredths (102.67) +/- acres; map and parcel number 354-21,21B,21C, located in the 1<sup>st</sup> commissioner district is rezoned from B-3 & AR-1 to I-1, with the following conditions:

1. A Sketch Plan must be submitted for approval before site development plans are submitted.
2. There shall be no traffic entrance to, or exit from, the development site using George Road.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
4. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
5. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**
6. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
7. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
8. Platted 10' non-access easement along George Road, disallowing future access to George Road.
9. A berm within the 300' buffer along George Road, height
10. All future sketch and development plans show truck court location to be on the opposite side of the warehouse from George Road.
11. All future sketch and development plans shall show lighting designed in a manner that site lighting not visible from George Road properties.

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

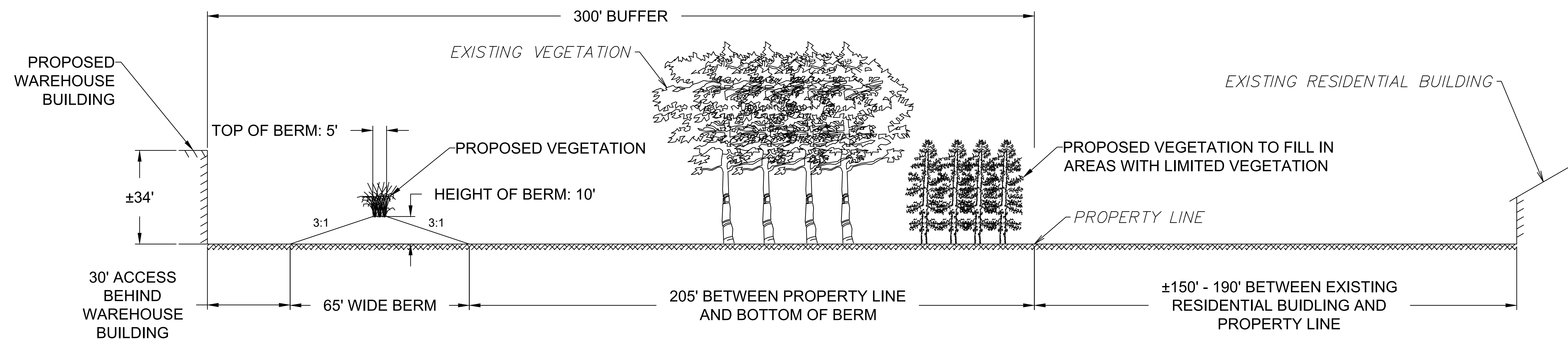
ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

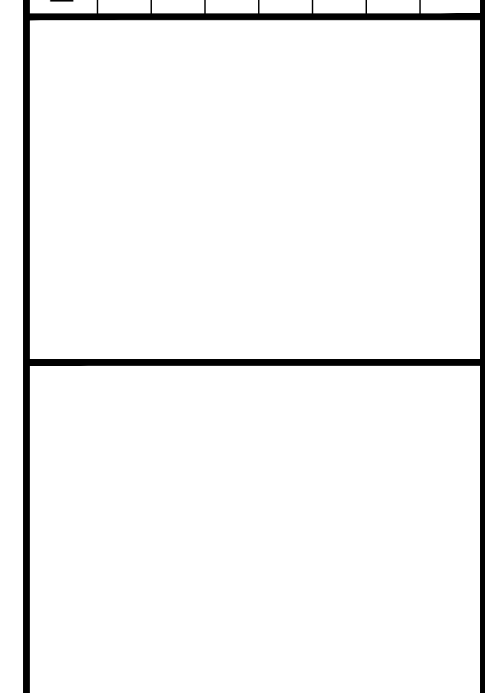
\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK







NO.	REVISION DESCRIPTION	DATE
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**EMC ENGINEERING SERVICES, INC.**  
 10 Chatham Center South, Suite 100  
 Savannah, GA 31405  
 P: (912) 232-5533  
 F: (912) 232-5533  
 savannah@emc-eng.com  
 www.emc-eng.com

**emc** CIVIL MARINE ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS  
 SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

CROSS SECTION  
**HWY 80 WAREHOUSE**  
 EFFINGHAM COUNTY, GA  
 Prepared for:  
 HADDEN NEASE HILDEBRANDT

PROJECT NO.:	23-0027
DRAWN BY:	MDM
DESIGNED BY:	-
SURVEYED BY:	-
CHECKED BY:	-
SCALE:	1" = 20'
DATE:	JUNE 2023

SHEET  
**1**  
 OF 1

# EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Hwy 80 Warehouse

Name of Applicant/Agent Randy Hadden Phone 912-658-5773

Company Name \_\_\_\_\_

Address 9987 Hwy 23 N, Metter, GA 30439

Owner of Record Randy Hadden, Jeremy Nease, Chuck Hildebrandt Phone 912-658-5773

Address 9987 Hwy 23 N, Metter, GA 30439

Engineer M. Douglas Morgan Phone 912-644-3246

Address 27 Chatham Center South, Suite A, Savannah, GA 31405

Surveyor \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Proposed water Well Proposed sewer On-site Septic System

Total acreage of property 102.67 Acreage to be divided - Number of Lots Proposed 1

Current Zoning B-3, AR-1 Proposed Zoning I-1 Tax map - Block - Parcel No 03540021; 03540021B; 03540021C

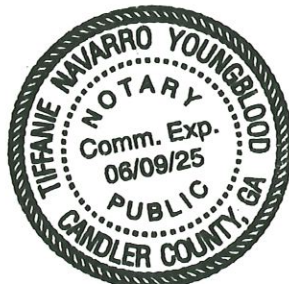
Are any variances requested? No If so, please describe: \_\_\_\_\_

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

This 6<sup>th</sup> day of March, 2023

[Signature]  
Notary

[Signature]  
Applicant  
[Signature]  
Owner









# 354-21, 21B, & 21C





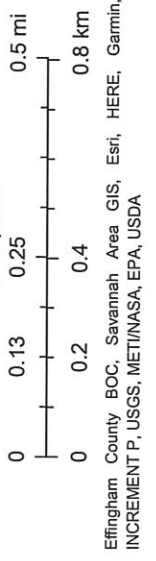
# 0354-21,21B,&21C



3/10/2023

- Tax Parcel Labels Effingham County Zoning
  - R-1
  - B-2
  - R-4
  - B-3
  - B-1
  - I-1
  - Other
- Tax Parcels
  - AR-1
  - AR-2
  - Efn\_fin\_cache
- Roads
  - Red: Band\_1

1:18,056



Item X. 2.

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





April 20<sup>th</sup>, 2023

Alex B Metzger, P.E.  
EMC Engineering Services  
10 Chatham Center Couth, Suite 100  
Savannah, GA 31405

Dear Mr. Metzger,

I am pleased to provide you with a review of the sketch plan submitted under the cover of 'Hwy 80 Warehouse', which can be found below.

**Site Plan Review**

Submittal Documents                      Sketch Plan.....*Mar. 2023*

Comments:

1. Include a Vicinity Map on the Sketch Plan
2. Delineate the existing wetlands on site. It is acknowledged that the wetland exhibit it provided with the submittal; however it would be useful to see how the existing features of site coalesce with proposed development features.
  - a. I would also include any natural or manmade surface water features located on site.
3. Show any driveways or intersections serving the adjacent parcels along Hwy 80.
4. Per the Georgia Stormwater Management Manual, Vol. 2 – The minimum distance between a stormwater pond facility and private water well needs to be 100 ft. It is recommended that the sure that the well location be protected from runoff. Stormwater discharge from the pond will ultimately be routed to the south, so make sure that configuration works.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Teresa Concannon, Planning Manager - Effingham County  
Chelsie Fernald, Planner - Effingham County  
Liberto Chacon, PE, Sr. Vice President - EOM

## Staff Report

**Subject:** Sketch Plan (First District)  
**Author:** Chelsie Fernald, Planner  
**Department:** Development Services  
**Meeting Date:** June 20, 2023

**Item Description:** **Randy Hadden, Jeremy Nease, & Chuck Hildebrant** request approval for a **sketch plan** “HWY 80 Warehouse”. Located on US Highway 80, zoned **AR-1 & B-3**, proposed zoning **I-1**. [Map# 354 Parcel# 21,21B,21C]

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Hwy 80 Warehouse”.

### Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
 

*The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- At the February 27, 2023 pre-application meeting, staff and the applicant discussed stormwater and access management, buffers, and adjacent uses.
- A 300’ vegetative buffer is required on property boundaries adjacent to residential zoned properties to screen the industrial warehouse.
- The Warnell Tract to the north & west is a permitted surface mine. The proposed buffer is 30’ adjacent to this industrial use.
- Mr. Ryan Thompson made a motion for approval with the following conditions:
  1. There shall be no traffic entrance to, or exit from, the development site using George Road.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  3. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
  6. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
    - And the added conditions:
      7. Platted 10’ non-access easement along George Road, disallowing future access to George Road.
      8. A berm within the 300’ buffer along George Road, height
      9. All future sketch and development plans show truck court location to be on the opposite side of the warehouse from George Road.
      10. All future sketch and development plans shall show lighting designed in a manner that site lighting not visible from George Road properties.
- Mr. Alan Zipperer seconded, the motion carried unanimously
- At the Board of Commissioners Meeting on June 6, 2023 the board voted 3-1 on the rezoning application, with Commissioner Jamie DeLoach voting against the rezoning; due to not having a 2<sup>nd</sup> reading, the Sketch Plan was tabled.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations



**Alternatives****1. Approve the sketch plan for “Hwy 80 Warehouse”**

1. There shall be no traffic entrance to, or exit from, the development site using George Road.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
3. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
6. Land clearing, site development, and building construction activities are limited to 7am to 7pm unless a night work permit is approved by the county manager.
7. Platted 10' non-access easement along George Road, disallowing future access to George Road.
8. A berm within the 300' buffer along George Road, height
9. All future sketch and development plans show truck court location to be on the opposite side of the warehouse from George Road.
10. All future sketch and development plans shall show lighting designed in a manner that site lighting not visible from George Road properties.

**2. Deny the sketch plan for “Hwy 80 Warehouse”.****Recommended Alternative: 1****Department Review:** Development Services**Attachments:** 1. Sketch Plan Application**Other Alternatives: 2****FUNDING:** N/A

2. Aerial Photograph 3. Sketch Plan



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Planner  
**Department:** Development Services  
**Meeting Date:** June 6, 2023  
**Item Description:** Jay Maupin as Agent for Oleg Mitnik requests a **conditional use** to allow for an automotive export yard in I-1 zoning. Located on Commerce Ct. [Map# 465 Parcel# 1A]

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to allow for an automotive export yard in I-1 zoning, with conditions.

### Executive Summary/Background

- Junkyards are regulated under Sec. 3.16 Junk Yards, and sec. 5.12.1B HI-Heavy Industrial Conditional Uses. Factors to consider include:
  - a. *The effect the proposed activity will have on traffic flow along adjoining streets*  
Expansion of existing business, there may be additional traffic due to increased capacity.
  - b. *Ingress and egress to the property;*  
Expansion of existing business.
  - c. *The number, size and types of signs proposed for the site;*  
Expansion of existing business.
  - d. *The amount and location of open space;*  
Wetlands areas shown on sketch plan exhibit.
  - e. *Protective screening;*  
Buffer shown on sketch plan. Current buffer and fencing will need to be expanded and replaced due to unpermitted clearing on the Dickey tracts.
  - f. *Hours and manner of operation;*  
Unknown
  - g. *Outdoor lighting;*  
Unknown
  - h. *Compatibility with surrounding land use; and*  
Expansion of existing business.
  - i. *Effect of noise, dust, debris or other external impacts of the use on the surrounding area.*  
Expansion of existing business.
- This will be an expansion from parcel 466C-1, which was rezoned to include the junkyard condition in 2020, and parcels 466C-2&3 were rezoned in 2022 including the junkyard condition.
- Access to this parcel will be through the existing I-1 parcels.
- At the May 9, 2023 Planning Board Meeting, Peter Higgins made a motion for approval with Staff recommendation. The motion was seconded by Brad Smith and carried unanimously.
- At the June 6, 2023 Board of Commissioners Meeting the second reaching was tabled to June 20, 2023; due to a 3-1 vote with Commissioner Jamie DeLoach voting against the conditional use.

### Alternatives

1. **Approve** the request of a **conditional use** for an automotive export yard, with the following conditions:
  1. The applicant shall meet the requirements of Sec. 3.16 Junkyards, and Sec. 5.12.1B HI-Heavy industrial conditional uses
  2. The applicant shall install a solid fence, wall, or planted screen to a minimum of seven feet tall around the development site prior to beginning operations in the expansion area.
  3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts shall be permitted by USACE.

**2. Deny** the request of a **conditional use**.  
**Recommended Alternative:** 1  
**Department Review:** Development Services  
**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2  
**FUNDING:** N/A

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
465-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
465-1A

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, JAY MAUPIN AS AGENT FOR OLEG MITNIK has filed an application for a conditional use to allow for an automotive export yard; map and parcel number 465-1A, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on June 20, 2023 and notice of said hearing having been published in the Effingham County Herald on May 3, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on April 19, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use for an automotive export yard; map and parcel number 465-1A, located in the 5<sup>th</sup> commissioner district, is approved, with the following conditions:

1. The applicant shall meet the requirements of Sec. 3.16 Junkyards, and Sec. 5.12.1B HI-Heavy industrial conditional uses
2. The applicant shall install a solid fence, wall, or planted screen to a minimum of seven feet tall around the development site prior to beginning operations in the expansion area.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts shall be permitted by USACE

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Planner  
**Department:** Development Services  
**Meeting Date:** June 20, 2023  
**Item Description:** Jay Maupin as Agent for Oleg Mitnik requests a **variance** from Section 3.4 Buffers. Located on Highway 21 South, zoned I-1. [Map# 465 Parcel# 1A]

### Summary Recommendation

Staff has reviewed the application, and recommends **Approval** of the request for a **variance** from Section 3.4 to reduce or eliminate required buffers between I-1 and B-3 zoned parcels.

### Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:

*That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*

*That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*

- A wrecked car export facility is a heavy industrial use. The parcel is bordered by I-1 and B-3 zoned properties. The required vegetative buffer between I-1 zoned parcels is 25'; the required buffer between I-1 (Heavy Industrial) and B-3 zoned parcels is 150'.
- North: The applicant requests a variance to eliminate the required 25' buffer between I-1 zoned parcels.
- South: No Variance. The plan shows the required 150' vegetative buffer between the I-1 zoned subject parcel (465-1A) and the B-3 zoned parcel to the south (fronting on Hwy 21).
- The South parcel does have an active Code Enforcement action, the parcel has been cleared and graded.
- East: No Variance. The applicant owns the I-1 parcel to the east; the parcels will be recombined.
- West: The applicant requests a variance from the required 150' buffer to 25' between the subject parcel (465-1A) and the B-3 zoned parcels to the west. The hardship is related to the jurisdictional wetlands on the site. Denial of the variance will reduce the usable high ground area on the site by 41%. The lot will be used to store vehicles prior to shipment. The applicant proposes that the 12' planted Berm/ fence will provide sufficient visual screening.
- In the reduced buffer area, the applicant proposes a 6' planted berm with 6' privacy fence upland areas along the boundary with B-3 properties to the west. The wetland areas will not be disturbed.
- A variance request to reduce the buffer on the western boundary was denied on 2/7/2023.
- Mr. Ryan Thompson suggested clarity that the West buffer is actually closer to 40' because of the added berms.
- Mr. Dave Burns was concerned about the North West portion of the North buffer because it is showing as usable land and the buffer would be nonexistent.
- At the May 9, 2023 Planning Board Meeting, Peter Higgins made a motion for approval with Staff recommendation. The motion was seconded by Brad Smith and carried unanimously.
- At the June 6, 2023 Board of Commissioners Meeting the second reaching was tabled to June 20, 2023; due to a 3-1 vote with Commissioner Jamie DeLoach voting against the variance.

### Alternatives

**1. Approve** the request for a **variance** from Section 3.4 to reduce or eliminate required buffers between I-1 and B-3 zoned parcels.

- The fencing and berm on the West shall be in place, and vegetative buffers to the South planted, before car export operations expand into Dickey Tract.

**2. Deny** the request for a **variance** from Section 3.4 to reduce or eliminate required buffers between B-3 zoned parcels.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**: STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
465-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
465-1A

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, JAY MAUPIN AS AGENT FOR OLEG MITNIK has filed an application for a variance, from required development buffers; map and parcel number 465-1A, located in the 5<sup>th</sup> commissioner district, and

WHEREAS, a public hearing was held on June 20, 2023 and notice of said hearing having been published in the Effingham County Herald on May 3, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on April 19, 2023; and

IT IS HEREBY ORDAINED THAT a variance from required development buffers; map and parcel number 465-1A, located in the 5<sup>th</sup> commissioner district is approved, with the following condition:

1. The screened fencing and berm on the West shall be in place, and vegetative buffers to the South planted, before car export operations expand into Dickey Tract.

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

# EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision Dickey Tract HWY 21

Name of Applicant/Agent Oleg Mitnik Phone 973-344-7100 x 203

Company Name SAV Parkway LLC

Address 250 Port Street Newark, NJ 07114

Owner of Record Oleg Mitnik SAV Parkway, LLC Phone 973-344-7100 x 203

Address 250 Port Street Newark, NJ 07114

Engineer Jay Maupin-Maupin Engineering Phone 912-235-2915

Address 114 W 42nd Street Savannah, GA 31401

Surveyor \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Proposed water Effingham Co Proposed sewer Effingham Co

Total acreage of property 15.04 Acreage to be divided \_\_\_\_\_ Number of Lots Proposed \_\_\_\_\_

Current Zoning i-H Proposed Zoning \_\_\_\_\_ Tax map – Block – Parcel No 465-1 A - \_\_\_\_\_

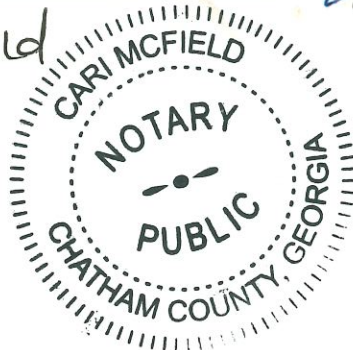
Are any variances requested? \_\_\_\_\_ If so, please describe: \_\_\_\_\_

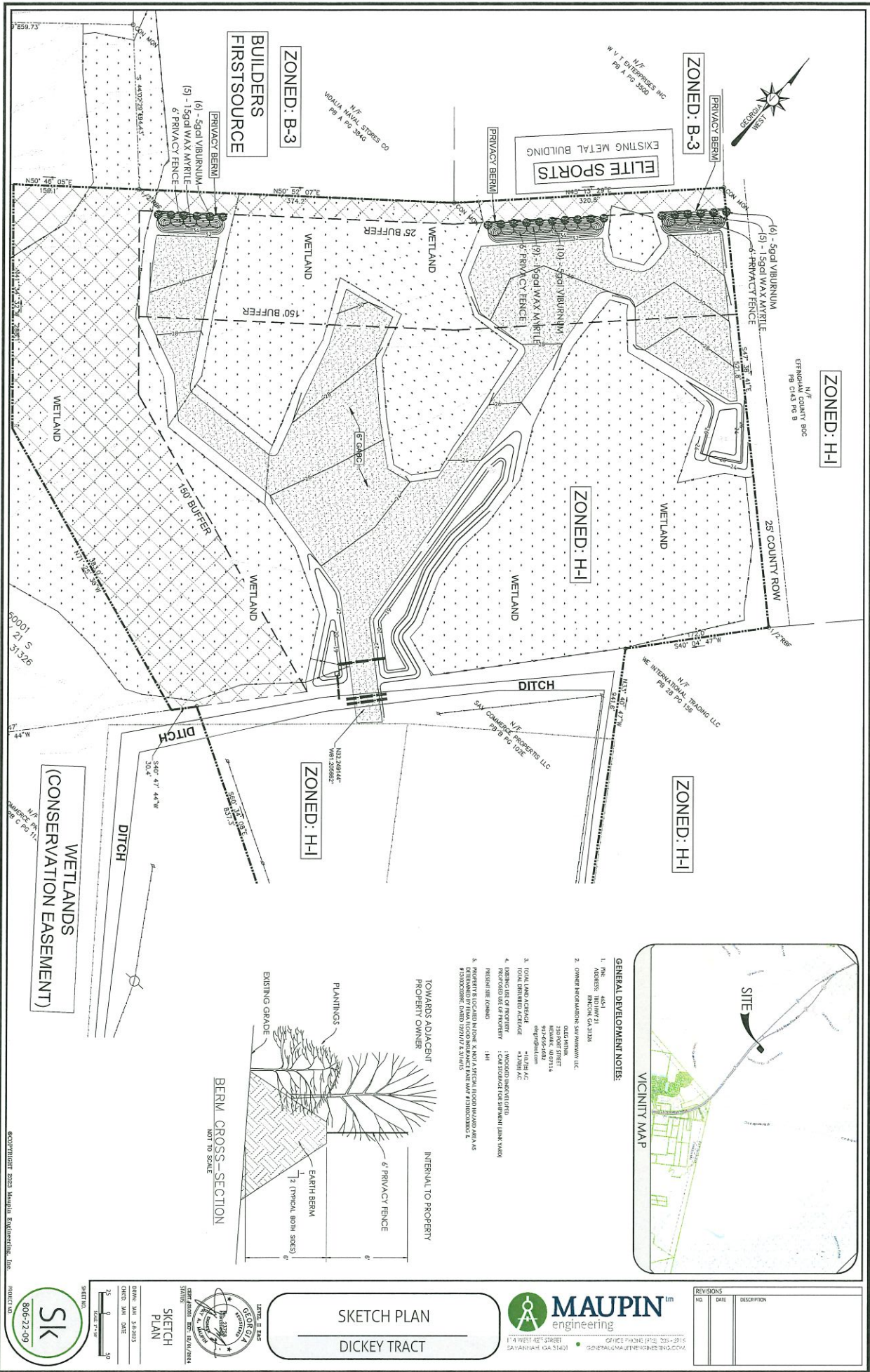
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 21 day of March, 2023

Cari McField  
Notary  
Cari McField

Applicant  
Oleg Mitnik  
Owner





SKETCH PLAN  
 DATE: JAN. 28, 2023  
 SHEET NO. 1 OF 1



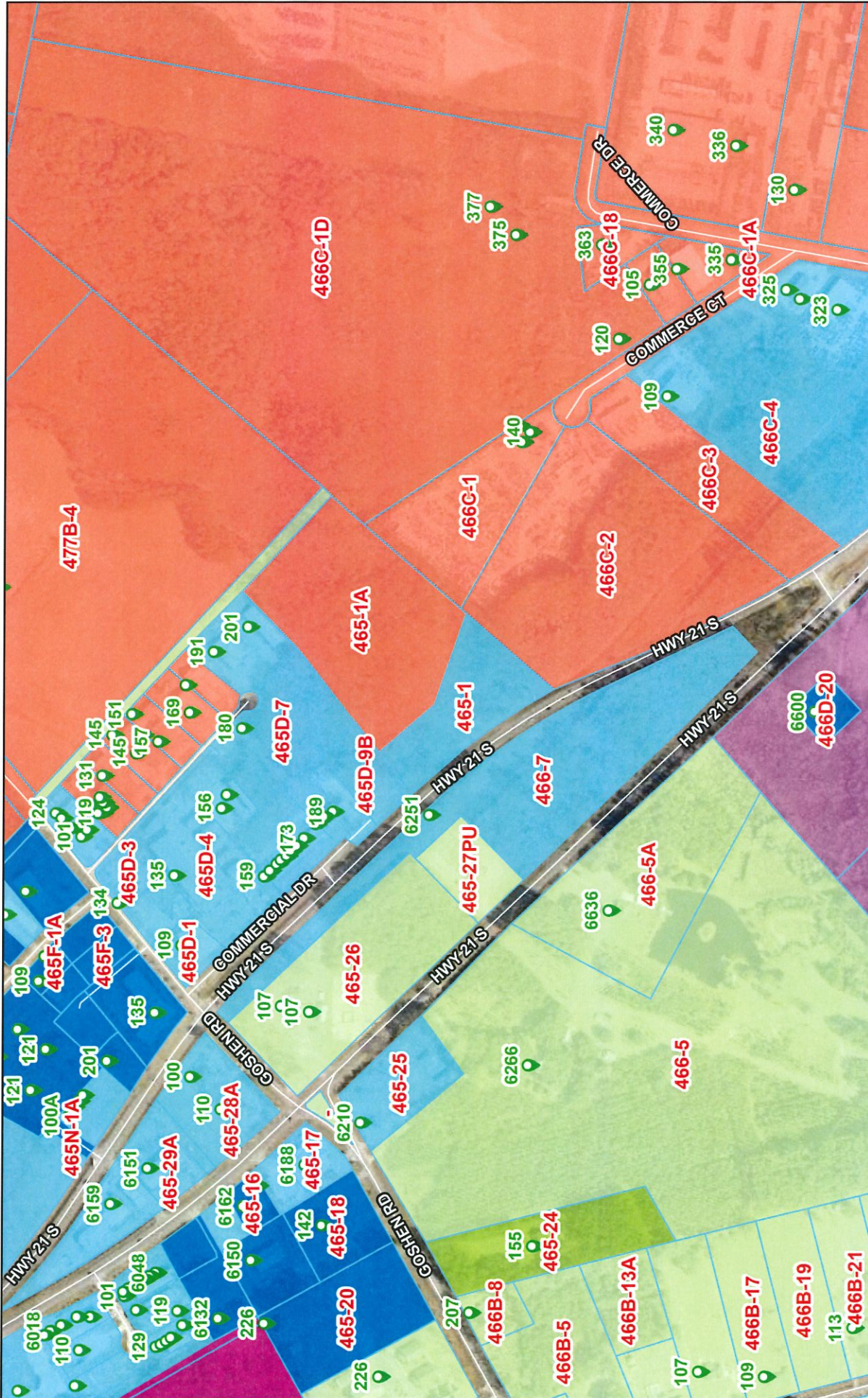
SKETCH PLAN  
 DICKY TRACT



REVISIONS	
NO.	DESCRIPTION



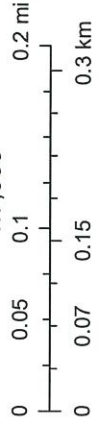
# Dickey Tract



4/25/2023

- Address Points
- AR-1
- AR-2
- AR-3
- B-1
- B-2
- B-3
- Efn\_fin\_cache
- I-1
- Red: Band\_1
- Roads
- PD
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning

1:7,899

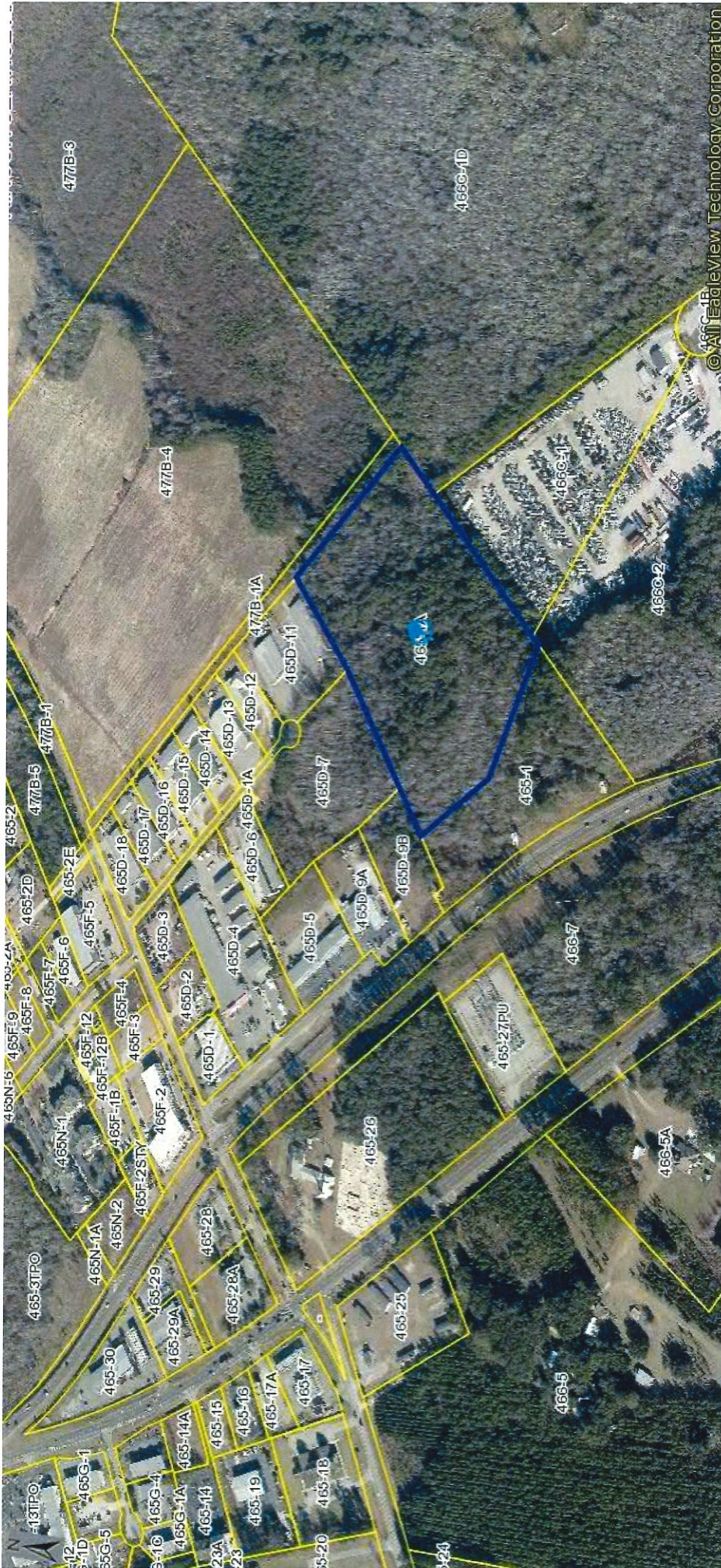


Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

Item X. 5.



# 465-1A







May 2<sup>nd</sup>, 2023

Jay A. Maupin, P.E.  
Maupin Engineering  
114 W 42<sup>nd</sup> St  
Savannah, GA 31401

Dear Mr. Maupin,

I am pleased to provide you with a review of the sketch plan for 'Dickey Tract - Mitnik', which can be found below.

**Site Plan Review**

Submittal Documents                      Sketch Plans ..... *Apr. 2023*

Comments

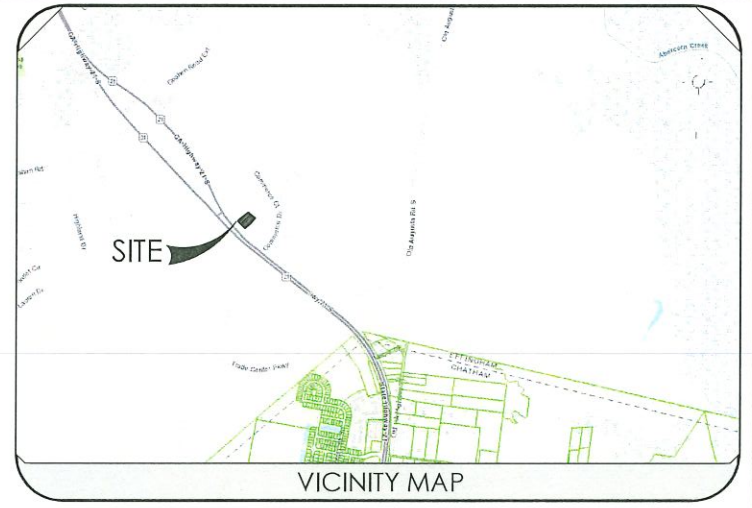
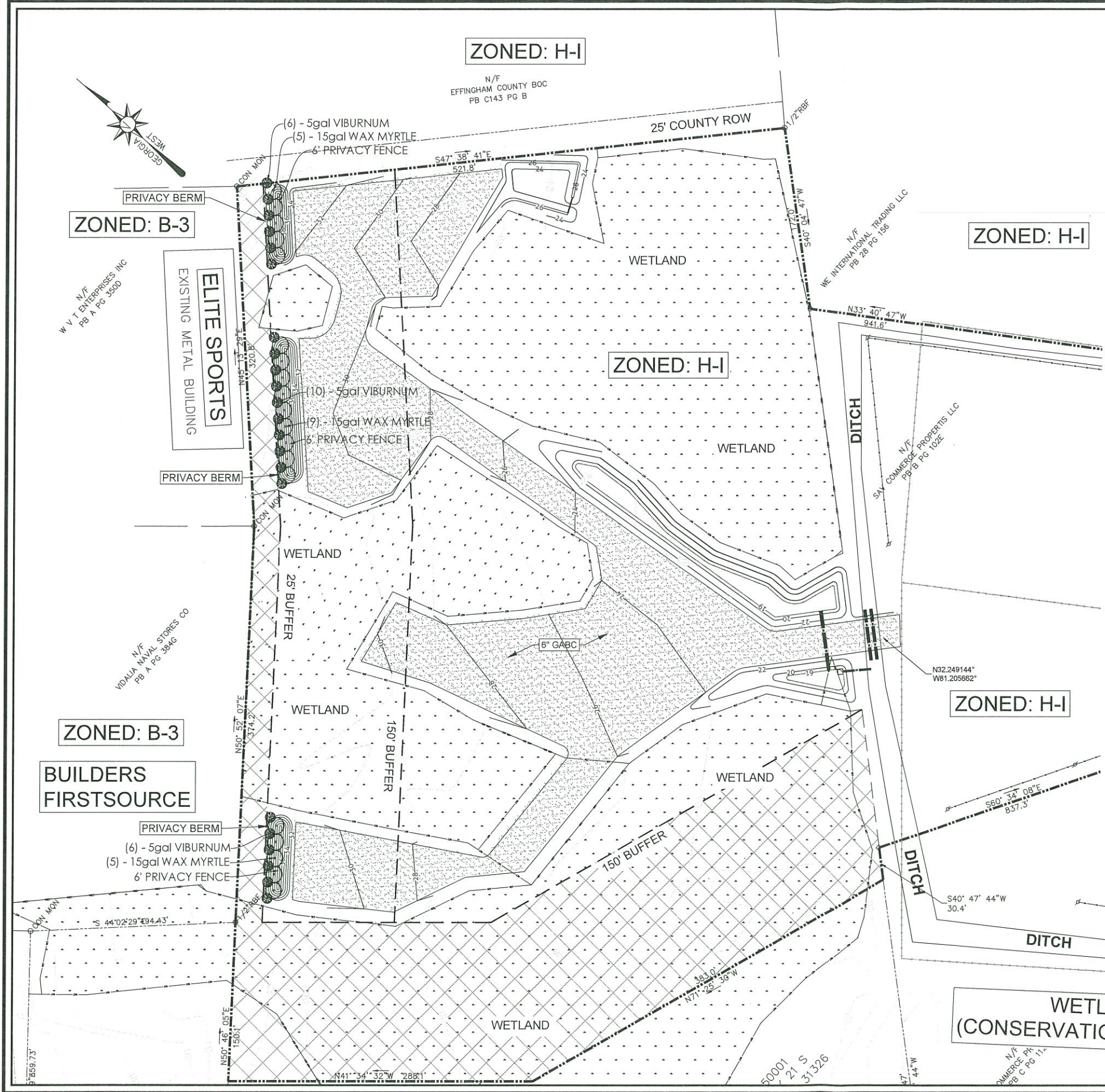
1. Given the proposed, a buffer variance will likely be needed, if not already received.
2. It appears that this site will require an NPDES General Permit for Stormwater Discharges Associated with Industrial Activity (Permit No. GAR050000).
  - a. If applicable, some design elements related to stormwater management and pollution control may be subject to change.
3. Minimum width of drives providing access to storage/unloading area shall be 20 ft. Check the southwestern portion of the storage yard.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

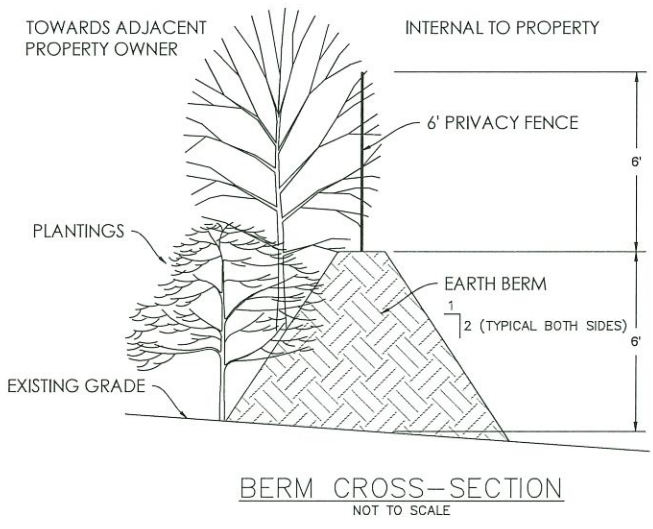
CC: Teresa Concannon, Planning Manager - Effingham County  
Chelsie Fernald, Planner - Effingham County  
Liberto Chacon, PE, Sr. Vice President - EOM





**GENERAL DEVELOPMENT NOTES:**

- PIN: 465-1  
ADDRESS: TBD HWY 21  
RINCON, GA 31326
- OWNER INFORMATION: SAV PARKWAY LLC.  
OLEG MITNIK  
250 PORT STREET  
NEWARK, NJ 07114  
917-656-1682  
olegrt@aol.com
- TOTAL LAND ACREAGE = 10.7[±] AC  
TOTAL DISTURBED ACREAGE = 3.70[±] AC
- EXISTING USE OF PROPERTY : WOODED UNDEVELOPED  
PROPOSED USE OF PROPERTY : CAR STORAGE FOR SHIPMENT (JUNK YARD)  
PRESENT SITE ZONING : HH
- PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP #13103C0380G & #13103C0289E, DATED 12/21/17 & 3/16/15



REVISIONS	NO.	DATE	DESCRIPTION

**MAUPIN** engineering  
114 WEST 4<sup>TH</sup> STREET  
SAVANNAH, GA 31401  
OFFICE PHONE (912) 235-2715  
GENERAL@MAUPINENGINEERING.COM

SKETCH PLAN  
DICKEY TRACT

LEVEL II E&S  
REGISTERED PROFESSIONAL ENGINEER  
WY A. MAUPIN  
CERT. #21051 EXP: 12/01/2024  
STATUS:

SKETCH PLAN  
DRWN: JAM 3-8-2023  
CHK'D: JAM DATE  
SCALE: 1" = 50'

SHEET NO.  
**Sk**  
806-22-09



**Subject:** Sketch Plan (Fifth District)  
**Author:** Chelsie Fernald, Planner  
**Department:** Development Services  
**Meeting Date:** June 20, 2023  
**Item Description:** **Jay Maupin** as Agent for **Oleg Mitnik** requests approval of a **sketch plan** for “Dickey Tract”. Located on Highway 21 South, zoned **I-1**. **[Map# 465 Parcel# 1A]**

**Summary Recommendation**

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Dickey Tract”.

**Executive Summary/Background**

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.  
*The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- At the April 3, 2023 pre-application meeting, staff and the applicant discussed buffers and development plan requirements.
- The project is an expansion of existing development, and will use the existing access on Commerce Court, in the Effingham Park of Commerce.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- The parcel is bordered by I-1 and B-3 zoned properties. The required vegetative buffer between I-1 zoned parcels is 25’; the required buffer between I-1 (Heavy Industrial) and B-3 zoned parcels is 150’.
- North: The plan shows no buffer between I-1 zoned parcels.
- South: The plan shows the required 150’ vegetative buffer between the I-1 zoned subject parcel (465-1A) and the B-3 zoned parcel to the south (fronting on Hwy 21).
- The South parcel does have an active Code Enforcement action, the parcel has been cleared and graded.
- East: The applicant owns the I-1 parcel to the east; the parcels will be recombined.
- West: The plan shows a 25’ between the subject parcel (465-1A) and the B-3 zoned parcels to the west.
- Mr. Ryan Thompson suggested clarity that the West buffer is actually closer to 40’ because of the added berms.
- Mr. Dave Burns was concerned about the North West portion of the North buffer because it is showing as usable land and the buffer would be nonexistent.
- At the May 9, 2023 Planning Board Meeting, Mr. Peter Higgins made a motion for approval with Staff recommendations. The motion was seconded by Mr. Ryan Thompson and carried unanimously.
- At the Board of Commissioners Meeting on June 6, 2023 the board voted 3-1 on the rezoning application, with Commissioner Jamie DeLoach voting against the rezoning; due to not having a 2<sup>nd</sup> reading for the rezoning, the Sketch Plan was tabled.

**Alternatives**

**1. Approve the sketch plan** for “Dickey Tract”.

1. The conditional use to operate an automotive export yard has been approved.
2. Site development plans will match the approved buffers.

**2. Deny the sketch plan** for “Dickey Tract”.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Sketch Plan Application 2. Aerial Photograph 3. Sketch Plan



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## **ARTICLE VIII. TIMBER OPERATIONS**

### **DIVISION 1. GENERALLY**

#### **Sec. 30-270. Title.**

This article shall be known as "The Effingham County Timber Operations Ordinance."

(Ord. of 7-23-13, Art. I(§ 1.1))

#### **Sec. 30-271. Purpose and intent.**

The purpose of this article is to provide procedures, rules and regulations governing persons, firms, businesses, companies, and corporations engaged in timber operations in Effingham County and to provide for the notice by such persons, firms, businesses, companies, and corporations to allow for the taxation of timber harvesting at fair market value, to provide the efficient collection of the timber harvest tax and to protect the environment, county road network and to assure the public's safety.

(Ord. of 7-23-13, Art. I(§ 1.2))

#### **Sec. 30-272. Definitions.**

The following definitions shall apply in the interpretation and enforcement of this article, unless otherwise specifically stated or the context clearly requires different meaning:

*Board* means Effingham County Board of Commissioners.

*County* means Effingham County, Georgia.

*Timber* means softwood or hardwood trees.

*Timber operations* means the buying, cutting, harvesting, and/or hauling timber for delivery as pulpwood, logs, poles, posts, or wood chips to any wood yard or processing plant located inside or outside this state.

*Timber operator* means any person, firm, business(s), company(s) or corporation(s) engaged in buying, harvesting or hauling timber in Effingham County for commercial or profit making purposes.

*Tract* means a particular parcel or lot of land, or a particular stand of trees to be harvested on a particular lot or parcel of land.

(Ord. of 7-23-13, Art. II(§ 2.1))

#### **Sec. 30-273. Notice and permit.**

- (a) Notice requirement. Prior written notice shall be required of any person or firm harvesting timber for each separate tract to be harvested thereby. Notice must be provided in accordance with this article and on the county form prior to, and in no event later than 24 hours after, start-up of any such timber harvesting activity. Such notice shall consist of:

- (1) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, all points of ingress to such tract from a public road and if different, all points of egress from such tract to a public road;
  - (2) A statement as to whether the timber will be removed pursuant to a lump sale, per unit sale, or owner harvest for the purposes of ad valorem taxes;
  - (3) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest;
  - (4) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.
- (b) Submission. Notice must be submitted to the county administrator or their designee and may be submitted in person, by transmission of an electronic record, facsimile or such other means as approved by the county administrator or their designee, or by mail. Following the submission of the notice requirements, the county administrator or their designee will inspect and document the access points within two business days.
- (c) Changes and amendment. If at any time circumstances reported in the notice change, the notice shall be amended within three business days or shall cease to be effective.
- (d) Posted notice. Once notice requirement has been met the county administrator will provide a permit at no cost. Said permit must be displayed and available for review at the main point of ingress and egress to a public road and in such a location as to be seen by the traveling public. The permit shall be effective at the time it is properly posted on site. The permit may be posted once the notice requirements have been satisfied and prior to county inspection.
- (e) Persons or firms harvesting timber shall give the county notice of cessation of cutting within 24 hours after the job is completed. Upon receipt of the completed timber harvest notice, county administrator shall immediately forward a completed copy of the timber harvest permit to the county tax assessor and tax commissioner.
- (f) Failure to comply with the provisions of this section shall constitute a violation of this article.
- (Ord. of 7-23-13, Art. III(§ 3.1); Ord. of 6-23-15)

**Secs. 30-274—30-280. Reserved.**

*DIVISION 2. STANDARDS FOR OPERATIONS*

**Sec. 30-281. Prevention of contamination, drainage, damage.**

- (a) Violation to contaminate roads. Contamination of public roads with mud, dirt or debris from timber operations is prohibited. The tracking, spilling, dropping, washing, carrying or dumping of any material, dirt or mud onto any public road in this county, from any vehicle or equipment entering or exiting a timber harvesting tract, or any vehicles having previously entered or exited a timber harvesting tract. "Materials" shall include debris from harvested trees, limbs, branches, rock, gravel, and other similar material originating at a timber harvesting tract.
- (b) Contamination of rights-of-way. No timber operator shall allow dirt, mud or other debris resulting from timber operations to accumulate upon the right-of-way of any public road to such an extent that it becomes

a nuisance or a hazard to persons traveling upon said roads, or that it creates an unsightly condition upon the public right-of-way.

- (c) Interference with drainage. No timber operator shall allow dirt, mud or other debris resulting from timber operations to accumulate in ditches and drainage areas on public rights-of-way to such an extent that the usual flow of water or run-off is stopped, disturbed, changed or interrupted.
- (d) Damage to public road. No timber operator shall damage any portion of a county road or right-of-way. No timber operator shall cause a road to become impassable or unsafe to normal passenger traffic.
- (e) Failure to comply with the provisions of this section constitutes a violation of this article.

(Ord. of 7-23-13, Art. IV(§ 4.1))

### **Sec. 30-282. Additional requirements.**

- (a) Nuisance prohibited. No timber operator shall create any other type of public nuisance.
- (b) Parking. No timber operator or person shall park or leave unattended a truck, equipment or other motor vehicle or trailer upon the right-of-way of any county road. No county roads shall be used for: loading, unloading, skidding of materials, equipment, vehicles or timber.
- (c) Signs. No timber operator shall commence timber operations until he has first posted or caused to be posted along the public road onto which the timber operator will enter from his timber operations at least the following signs: one orange sign in each direction located 500 feet from the entrance in order to adequately warn oncoming traffic of persons, vehicles, equipment or machinery entering the roadway, signs shall be posted at least three feet from the road surface of said road.
- (d) Failure to comply with the provisions of this section constitutes a violation of this article.

(Ord. of 7-23-13, Art. IV(§ 4.2))

### **Secs. 30-283—30-290. Reserved.**

## *DIVISION 3. ENFORCEMENT*

### **Sec. 30-291. Violations.**

- (a) *Violations.* Each violation of the requirements of this article shall be punishable by a fine of \$500.00, each day any violation under this article continues shall be considered a separate offense.
- (b) *Road ban order.* In the event there is an ongoing violation of the provisions of this division, or if a road is deemed to be unsafe or impassable due to timber operations, the county administrator, or their designee, may issue a road ban order requiring all uses of county roads cease until such time as the operator comes into compliance with this division or road conditions improve. In the event of inclement weather, a temporary road ban order may be placed upon a timber operator if the public road is unsafe or impassable by designation of the county administrator or their designee.
- (c) *Withholding future permits.* The county will not accept or approve additional notifications or issue permits where a company, firm or individual has an unresolved violation or has received notice of a violation, until the violation has been addressed to the satisfaction of the county. The firm may submit a corrective action plan with a timeline to complete or remediate any violations or the payment of any and all fines. The county

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administrator or their designee will determine if subsequent permits shall be authorized if a violation is pending.

- (d) *Injunctive relief.* In the event that any provision of this article is violated the notice shall cease to be effective. In addition to any other remedies, the county may seek injunctive, mandamus or other appropriate action to prevent or abate such violation in court of competent jurisdiction and the timber operator shall be liable for such court costs and attorney fees incurred by the county. In addition to or in lieu of any other civil remedy, the county may seek civil fines in Effingham County Superior Court up to the maximum amounts authorized by this division for any violations. Each day a violation exists shall authorize an additional civil penalty.

(Ord. of 7-23-13, Art. V(§ 5.1); Ord. of 6-23-15)

**Secs. 30-292—30-300. Reserved.**



**Sec. 30-270. Title.**

This article shall be known as "The Effingham County Timber Operations Ordinance."

**Sec. 30-271. Purpose and intent.**

The purpose of this article is to provide procedures, rules and regulations governing persons, firms, businesses, companies, and corporations engaged in timber operations in Effingham County and to provide for the notice by such persons, firms, businesses, companies, and corporations to allow for the taxation of timber harvesting at fair market value, to provide the efficient collection of the timber harvest tax and to protect the environment, county road network and to assure the public's safety.

**Sec. 30-272. Notice of timber harvest operations required.**

All persons or firms harvesting standing timber in any unincorporated area of Effingham County for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant located inside or outside this state shall provide Notice of such harvesting operations to the County Manager or the designated agent thereof prior to entering onto the property if possible, but in no event later than 24 hours after entering onto the property to initiate timber harvesting activities. Further, such persons shall give notice of cessation of cutting within 24 hours after the job is completed.

**Sec. 30-273. Content of such notice and related procedures.**

- (a) The notice of harvesting operations required by this article shall be provided for each separate tract to be harvested. Such notice shall be made in such form as prescribed by rule or regulation of the Director of the Georgia Forestry Commission, and shall include the following information:
  - (1) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, the main point of ingress to such tract from a public road and, if different, the main point of egress from such tract to a public road. If multiple points of ingress and/or egress will be used, all such points shall be identified;
  - (2) A statement as to whether the timber will be removed pursuant to a lump sum sale, per unit sale, or owner harvest for purposes of ad valorem taxation under O. C.G.A § 48-5-7.5;
  - (3) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest; and
  - (4) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.
- (b) Subject to the provisions of section 30-274, the notice required by this Ordinance may be submitted in person, by transmission of an electronic record via telefacsimile or email, or by mail.
- (c) Subject to the provisions of section 30-274, upon notification published by the Director of the Georgia Forestry Commission that a state-wide notification website or platform is available for public use, persons or firms wishing to utilize said website or platform to provide the notice required by this article may do so at their option, and Effingham County will accept notifications submitted in this manner.

**Sec. 30-274. State-wide notification.**

On and after a date specified and published by the Director of the Georgia Forestry Commission, use of the state-wide notification website or platform shall be mandatory and shall be the sole means of providing the Notice

required by this article; on and after said date submission of the notice by any of the means listed in subsection 30-273 above shall cease and will no longer be deemed acceptable or in compliance with this article.

**Sec. 30-275. Bond or letter of credit requirement.**

The notice required by this article shall not be or remain effective unless and until the person or firm providing such notice has delivered to the director or its designated agent a valid surety bond, executed by a surety corporation authorized to transact business in this state, protecting the county against any damage caused by such person or firm in the amount of \$5,000.00; provided, however, that at the option of the person or firm harvesting timber a valid irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. § 7-1-4, in the amount of \$5,000.00 may be provided in lieu of a surety bond. Such bonds or letters of credit shall be subject to the conditions set forth in Sections 30-276 and 30-277. No more than one bond or letter of credit shall be required from each person or firm harvesting timber, regardless of the number of tracts harvested in the county for so long as the bond or letter of credit remains in effect. The bond or letter of credit required herein shall be valid only for the calendar year in which it was delivered.

**Sec 30-276. Bond or letter of credit coverage.**

The bond or letter of credit required by section 30-275 shall protect Effingham County against any damage requiring re-ditching or repair of existing ditch structures or the removal of any harvesting residue, including tree tops, debris, logs, pulpwood and other materials, placed in or around the county's rights-of-way caused by such person or firm tendering the bond or letter of credit. The proceeds of such bond or letter of credit shall be available to reimburse the county for any cost incurred to repair such damages or remove such debris in or around the county's rights-of-way. The proceeds of such bond or letter of credit shall also be available to reimburse the county for any costs incurred to maintain or repair county roads damaged by the ingress or egress of motor vehicles engaged in the harvest operations located within 500 feet of any point of ingress or egress of the timber harvesting operation. The right of Effingham County to call such bond or letter of credit in accordance with the provisions of section 30-277 shall be in addition to any other remedies available to the county at law or in equity for damage to county roads or rights-of-way.

**Sec. 30-277. Damage claim.**

When damage results from a person or firm's harvesting activities, the County Manager or the designated agent shall make and provide a written claim to the person or firm causing the damage within 30 business days after the County Manager becomes aware of the damage. Such claim may be given in person, by telefacsimile, email or mail. The claim shall describe the damage in detail and, in compliance with subsection 30-278(a), give the person or firm the opportunity to repair such damage within 30 days of the notification; provided, however, the county shall be authorized to repair the damage immediately if the County Manager or its designee determines the conditions present a threat to public safety, health or welfare and, upon making such repairs, shall present to the person or firm and the issuer of the applicable bond or letter of credit an itemized list of expenses incurred as a claim against the responsible party and the issuer of its bond or letter of credit. Upon the issuance of a claim as provided in this section the County Manager or its designee shall notify the issuer of the bond or letter of credit that a claim has been made and will be resolved or adjudicated according to the terms of this article.

**Sec. 30-278. Damage claim procedures.**

Within 30 days of receipt of the written claim described in Section 30-277, the person or firm against whom the claim is submitted may:

- (a) Repair such damage at his or its own expense with the approval and supervision of the County Manager or its designee. When repairs are completed to the satisfaction of the County Manager or its designee, the County Manager or its designee shall provide a written notification of satisfactory completion within five business days to the responsible person or firm and to the surety issuing the bond or the bank issuing the letter of credit, thereby terminating the claim.

- (b) In the event of inclement weather or other factors preventing repair of the damage, request a 30-day extension to repair the damage from the County Manager, provided that no extensions shall exceed 90 days from the date the claim was tendered. Approval of any extension shall be at the discretion of the County Manager or its designee.
- (c) Appeal the claim to the magistrate court of Effingham County. Any such appeal must name the issuer of the bond or letter of credit as a party, who shall be served with all pleadings in the action and shall have the right to appear. The magistrate court will hear evidence and arguments within 30 days of the written appeal and issue a ruling within ten days of such hearing. Any such appeal shall toll the 30-day period, or any extension thereof, required by section 30-277. If the magistrate court rules in favor of the person or firm against whom the claim was made, Effingham County shall have no right to recover any proceeds of the bond or letter of credit. If the magistrate court rules in favor of Effingham County, the court shall determine the amount of damages to which the county is entitled to recover and enter judgment accordingly; the County Manager or designated agent shall be authorized to call the bond or letter of credit and recover from the proceeds thereof an amount equal to the judgment entered by the court, up to the total amount of the bond or letter of credit. The portion of any judgment entered in favor of the county that exceeds the amount of the bond or letter of credit shall be subject to collection by any additional remedies at law or equity.
- (d) In the event the person or firm against whom the claim has been submitted fails to take any of the actions allowed under subsections (a), (b) or (c) of this section within the time required therein, such person or firm shall be deemed to have waived any and all rights to contest the call of the bond or letter of credit.

**Sec. 30-279. Bond or letter of credit renewal.**

If the person or firm tendering a bond or letter of credit pursuant to the requirements of this article continues its timber harvesting operation beyond the calendar year in which the bond or letter of credit was issued, the person or firm continuing the timber harvesting operation shall tender a new bond or letter of credit within five business days after the first day of the new calendar year.

**Sec. 30-280. Bond or letter of credit revocation.**

In the event a bond or letter of credit tendered pursuant to the requirements of this article is revoked by the surety or bank, then a valid replacement bond or letter of credit must be delivered to the County Manager or the designated agent within five business days after the date of revocation in order for timber harvesting operations to continue. In addition, if the person or firm tendering the bond or letter of credit caused its revocation, the amount of the bond or letter of credit required shall be increased to \$7,500.00 after the first revocation, and \$10,000.00 after a second revocation caused by the person or firm tendering the bond or letter of credit. The maximum amount of the bond or letter of credit shall not exceed \$10,000.00.

**Sec. 30-281. Scope of operations.**

Submission of the notice required by this article shall authorize the person or firm submitting same to undertake the timber harvesting operation described in the notice and shall remain in effect until such time as the person or firm gives Notice that the harvesting operation is complete; provided, however, that any change in the facts required to be provided for purposes of such notice, including but not limited to a change in the scope or extent of the operation, must be reported to the County Manager or the designated agent within three business days after such change.

**Sec. 30-282. Violations.**

Any person or firm that engages in a timber harvesting operation in the unincorporated portion of Effingham County without complying with the Notice requirements of this article or Georgia's Best Management procedures

for Forestry shall be subject to a citation and trial, and upon conviction shall be fined in an amount not to exceed \$1,500.00 for each violation.

### **Sec. 30-283. Authority.**

This article applies to activities which qualify as forestry land management practices or agricultural operations under O.C.G.A. § 12-7-17 (5) and (6) on land that is zoned for or used for forestry, silvicultural or agricultural purposes. It shall not authorize land disturbing activities incidental to development in conflict with the limitations set forth in O.C.G.A. § 12-7-17(6).

### **Sec. 30-284. Governance and administration.**

Consistent with O.C.G.A. § 12-6-24:

- (a) No fee shall be charged to provide and submit the notice required by this article; and
- (b) Persons and firms providing the notice required by this Ordinance may be asked to consult with County Manager or designated agent for the purpose of minimizing damage to the county's roads, rights of way and infrastructure, and are urged to follow recommendations from County officials, including without limitation:
  - (1) Signage posted at each ingress/egress point on a county road with four 48-inch orange "Trucks Entering Highway" advance warning signs placed on the shoulder of the road at 500 feet and 1,000 feet intervals from both directions;
  - (2) All such signs and posts shall conform to the current edition of the Manual for Uniform Traffic Control Devices;
  - (3) No harvester equipment or vehicle(s) may be parked on a county right-of-way; and
  - (4) The county right-of-way shall not be used as a loading facility.

Notwithstanding the forgoing, the person or firm conducting the timber harvest operation bears ultimate responsibility for their actions, and nothing in this article shall preclude the county from taking any and all legal action necessary to protect its property and the health, safety and welfare of its citizens.

### **Sec. 30-285. Validity and effectiveness.**

The provisions of this article are severable, and the invalidity of any phrase, clause, section or part of this Ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

### **Sec. 30-286. Reserved.**

**A RESOLUTION AND ORDINANCE BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY AMENDING AND RESTATING THE EFFINGHAM COUNTY TIMBER OPERATIONS ORDINANCE IN THE UNINCORPORATED AREAS OF EFFINGHAM COUNTY CODIFIED IN ARTICLE VIII OF CHAPTER 30 OF THE CODE OF ORDINANCES, EFFINGHAM COUNTY, GEORGIA; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, timber harvesting operations occur in the unincorporated portions of Effingham County on a recurring basis; and

WHEREAS, timber harvesting is an important component of the local economy in Effingham County, providing revenue to landowners, business opportunities, and jobs for local residents; it is the intent of the Board of Commissioners of Effingham County to facilitate this industry while at the same time protecting county infrastructure and the safety of the community; and

WHEREAS, timber harvesting in many instances requires the use of county maintained roads in order to transport the product to market; and

WHEREAS, it is in the public interest to protect the county road system from damage caused by timber harvesting operations to the extent allowed by state law; and

WHEREAS, O.C.G.A. §12-6-24 authorizes and establishes the terms and conditions under which this Ordinance may be adopted and enforced; and

WHEREAS, it is the intent of the Board of Commissioners of Effingham County to preserve and exercise where appropriate all powers and authority granted to it under state law, including but not limited to O.C.G.A. §32-4-42 and O.C.G.A. §40-6-371, that are not in conflict with O.C.G.A. §12-6-24, in order to protect the health, safety and welfare of the community; and

WHEREAS, the Board of Commissioners finds that the proposed Timber Operations Ordinance serves to protect and promote the health, safety, and general welfare of the residents of Effingham County; and

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Effingham County, Georgia, and IT IS HEREBY RESOLVED AND ORDAINED under authority of the same, as follows:

Section 1. The Timber Operations Ordinance in Article VIII of Chapter 30 of the Effingham County Code of Ordinance shall be amended, restated and replaced with the Ordinance attached hereto as Exhibit "A" and incorporated by reference herein, which establishes rules and regulations for the notification of harvesting timber and pulpwood in the unincorporated areas of Effingham County, Georgia.

Section 2. The repeal of the prior ordinance shall not revive any ordinances or resolutions in force before or at the time the ordinance or resolution repealed took effect, and the repeal of the prior ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for an offense committed under the ordinance or resolution repealed. The enactment of this new ordinance is intended to supersede and replace in its entirety Article VIII, Chapter 30 – Effingham County Timber Operations Ordinance.

Section 3. The Clerk of the Board of Commissioners shall forward this ordinance to the appropriate entity for codification.



Section 4. Should any part of this Resolution and Ordinance be declared invalid by a court of competent jurisdiction, the remaining portions hereof shall not be affected and shall remain in full force and effect.

Section 5. This Resolution and Ordinance shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

So ORDAINED and ADOPTED this day of \_\_\_\_\_, 2023.

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

By: \_\_\_\_\_  
Wesley M. Corbitt, Chairman

Attest: \_\_\_\_\_  
Stephanie D. Johnson, County Clerk

**ARTICLE XI – ZONING APPEALS**

11.1 – Appeal of Zoning Decisions. Any person, persons, or entities jointly or severally aggrieved by a final zoning decision may appeal in accord with O.C.G.A. Section 36-66-5.1(a)(1) and within the time frame established by O.C.G.A. Section 36-66-5.1(b).

11.2 – Appeal of Quasi-Judicial Decisions. Any person, persons, or entities jointly or severally aggrieved by a final zoning decision may appeal in accord with O.C.G.A. Section 36-66-5.1(a)(2) and within the time frame established by O.C.G.A. Section 36-66-5.1(b). The County Clerk is authorized to accept service of process on behalf of the Board of Commissioners of Effingham County.

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## ARTICLE II. DEFINITIONS

For the purpose of the administration and enforcement of this ordinance, and unless otherwise stated in this ordinance, the following words shall have a meaning as indicated herein.

Words used in the present tense shall include the future tense; words used in the singular number shall include the plural number; words used in the plural number shall include the singular number; the word "shall" is mandatory, not directory.

- 2.1 *Accessory buildings.* A secondary residence, garage, or other building or structure subordinated to and not forming an integral part of the main or principal building on a lot or parcel but pertaining to the use of the main building.
- 2.2 *Advertising signs.* A surface whereon advertising material is set in public view, including reference to any use of premises whereon it is displayed or posted.
- 2.3 *Alley.* A narrow thoroughfare dedicated or used for public passageway up to 20 feet in width, which usually abuts the rear of the premises, or upon which service entrances or buildings abut, and which is not generally used as a thoroughfare by both pedestrians and vehicles, is not used for general traffic, and is not otherwise officially designated as a street. A way which affords only a secondary means of access to abutting property.
- 2.4 *Alteration.* Any change in the arrangement of a building, including any work affecting the structural parts of a building; or an enlargement; or any change in wiring, plumbing, heating, or cooling system; and includes the words "to alter" and "alter."
- 2.5 *Apartment building.* A building which is used or intended to be used as a home or residence for more than two families living in separate quarters.
- 2.6 *Automotive sales, services, and storage.* The sale, service, or storage of new or used automobiles, including paint and body repair shops. Any business that stores automobiles shall only store automobiles that will be put back in use on the roadways of the United States.
- 2.6.5 *Bed and breakfast lodging facility.* A transient accommodation with on-site staff that provides no more than nine guestrooms. At least one meal shall be offered and served on the premises to registered evening guests. The facility must meet all requirements of the county health department parking requirements shall be the same as for hotels and motels.
- 2.7 *Boat house.* A house or shed for sheltering one or more boats.
- 2.8 *Boundary of district.* The centerline of a street or right-of-way or the centerline of an alleyway between the rear or side property lines, or, where no alley or passageway exists, the rear or side property lines or all lots bordering on any zoning district limits or any zoning district boundary shown on the maps adopted by section 4.2.
- 2.9 *Buildable area.* That portion of any lot which may be used or built upon in accordance with the regulations governing the given zoning district within which the particular lot is located, once the various front, side, and rear yard requirements required for the district have been subtracted from the total lot area.
- 2.10 *Building.* Any structure having a roof entirely separated from any other structure by space or by walls, having no communicating doors or windows or similar opening, and being erected for the purpose of providing support of shelter for persons, animals, things, or property of any kind, and having a foundation to which it is anchored.

PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

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- 2.11 Building height.** The height of a building with a gabled or hip roof shall be the vertical distance measured from the average elevation of the finished building site to the top of the roof of the uppermost story or to the deck line of a mansard roof. The height of a building with a flat or nearly flat roof, less than seven degrees from the horizontal, shall be measured from the footing as stated above to the highest point of the roof.
- 2.12 Building line.** A line delineating the minimum allowable distance between the street right-of-way and nearest extreme projection of a building (including all areas covered by any vertical projections to the ground or overhang, walls, roof, or any other part of the structure).
- 2.13 Building site.** The ground area of a building or buildings together with all open spaces surrounded by said building or buildings.
- 2.14 Building inspector.** Any person hired by the county commissioners to inspect, determine compliance with, and render minor decisions concerning the compliance of structures and lots within the county.
- 2.15 Camper.** A motor home, tent, trailer, or other self-contained vehicle designated for recreational purposes.
- 2.16 Care homes.** Includes rest and nursing homes, convalescent homes, and boarding homes for the aged established to render nursing care for chronic or convalescent patients, but excludes facilities for care of active or violent patients such as feeble-minded or mental patients, epileptics, alcoholics, senile psychotics, or drug addicts.
- 2.17 Centerline, highway.** The line running parallel with the highway right-of-way which is halfway the distance between the extreme edges of the official right-of-way width as shown on maps approved by the county tax assessor.
- 2.18 Certified survey.** A survey, sketch, plat, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specified professional engineer, registered surveyor, architect, or other legally recognized person.
- 2.19 Church.** A legally approved structure and its accessory buildings used and approved on a permanent basis, primarily for the public worship of God.
- 2.20 Club, private.** An organization or association of persons for some common purpose, such as, but not necessarily limited to, a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations must be incorporated under the laws of Georgia as nonprofit corporations and such corporations' major purpose shall not be for the purpose of serving alcoholic beverages to its members or others. This may not be located on, or in connection with any commercial activity.
- 2.21 Commissioners.** The board of commissioners of the county, which is the local governing authority for the county.
- 2.21.1 Common outdoor open space.** areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.
- 2.22 Conditional use.** Those uses allowed within a district, only after specific requirements are met. The commissioners at their discretion may require additional restraints, restrictions, qualifications, or limiting factors upon a specific use so that it becomes acceptable. A public hearing shall be required with regard to all proposed conditional uses.
- 2.22A Culvert.** A sewer or drain crossing under a road, driveway, or embankment.

PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

2.23 *Density*. The number of units or buildings per acre, or the number of people per unit, building, acre, or mile; the quantity of people, structures, or units within a specified area.

2.24 *Depth of lot*. The depth of lot is the depth between its mean front street line and its mean rear line, measured along the median between the two side lot lines.

2.25 *Dwelling*. A building or portion of a building arranged or designed to provide living quarters for one or more families on a permanent or long-term basis.

2.25.1 *Condominium*. A building or series of buildings on the same lot or portions thereof containing more than one dwelling unit under separate ownership with joint ownership of common open spaces.

2.25.2 *Duplex*. A residential building designed for, or used as, the separate homes or residences of two separate and distinct families, but having the appearance of a single-family dwelling unit. Each individual unit in the duplex shall comply with the definition of single-family detached dwelling.

2.25.3 *Single-family detached dwelling*. A building or structure designed for and occupied as a residence exclusively by one family.

2.25.4 *Site-built single-family detached dwelling*. A single-family detached dwelling constructed on the building site from basic materials delivered to the site and constructed in accordance with all requirements of the building codes as adopted by the county.

2.25.5 *Class A single-family detached dwelling*. A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that meets or exceeds the compatibility standards for single-family dwellings under article III of this ordinance.

2.25.6 *Class B single-family detached dwelling*. A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that does not meet the compatibility standards for single-family dwellings under article III of this ordinance.

2.25.7 *Garden apartment community*. A low intensity, low-rise, apartment community comprised of two- or three-story buildings, each containing attached dwelling units typically characterized by a garden-like setting, surrounded by lawns, trees, shrubbery, and gardens and/or interior courtyards.

2.25.8 *Multifamily*. A building or collection of buildings that are designed for and occupied by three or more families and located on a single parcel.

2.25.9 *Mixed-use residential*. The mixing of principal residential uses with nonresidential uses. Mixed use residential may occur by the following:

- (a) Nonresidential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or
- (b) Multifamily and another primary nonresidential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).
- (c) Both options shall be designed, located, and oriented on the site so that nonresidential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that nonresidential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the nonresidential use. Parking areas shall be designed to minimize distances between uses.



PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

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- 2.25.10 *Townhouse*. A unit in a building with multiple dwelling units, where each unit is on an individual lot, shares a common sidewall, and is one to three stories in height.
- 2.26 *Dwelling unit*. A structure or a portion of any structure designed, arranged and used for living quarters for one or more persons living as a single housekeeping unit with cooking facilities, but not including units in hotels, motels, boarding houses, or like uses.
- 2.27 *Dwelling, group*. A building or portion of a building occupied or intended for occupancy by several unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes, but is not limited to, roominghouses, apartment hotels, fraternity houses or sorority houses, YMCA, or YWCA. A hotel, motel, or tourist home shall not be deemed to be a group dwelling as herein defined.
- 2.28 *Reserved*.
- 2.29 *Engineer*. Any person having an acceptable degree from a recognized institution of higher learning who is capable of determining the correct manner in which to construct roads, streets, highways, water and sewerage systems, drainage system, structures, or other technically related areas. The person to be county engineer must be recognized by the State of Georgia as one.
- 2.30 *Estate*. Any residential site comprising five acres or more shall come within the meaning of the word "estate."
- 2.31 *Reserved*.
- 2.32 *Family*. One person, or a group of two or more persons, living together and interrelated by bond or consanguinity, marriage, or legal adoption, occupying a dwelling unit as a single-family unit, with a single set of kitchen facilities.
- 2.33 *Floodprone areas*. That land adjacent to a creek, stream, river, channel, canal, or other body of water that is designated as a floodplain or flood prone area by a governmental agency.
- 2.34 *Floor area*. The sum of the gross floor area for each of the several stories under roof, measured from the interior limits or faces of a building or structure.
- 2.35 *Floor area ratio*. Floor area of building or buildings on any lot divided by the area of the lot.
- 2.36 *Frontage*. The distance or width of a parcel of land abutting a public right-of-way and as measured upon such right-of-way.
- 2.37 *Garage, community*. A structure or series of structures under one roof, and under one ownership, for the storage of vehicles by three or more owners or occupants of property in the vicinity, where said structure has no public shop nor mechanical services in connection therewith.
- 2.38 *Garage, private*. A structure for the private use of the owner or occupant of a principal building, situated on the same lot as the principal building for the storage of motor vehicles, with no facilities for mechanical service or repair of a commercial or public nature for profit.
- 2.39 *Garage, public*. A structure for the storage, care, repair, or refinishing of motor vehicles, or a structure containing a public shop, or where automotive mechanical service is provided.
- 2.40 *Gas station*. A structure designated or used for the retail sale or supply of fuel, lubricants, air, water, and other operating commodities for motor vehicles and including the customary spacing and facilities for the installation of such commodities on or in such vehicles, but not including space or facilities for the storage, painting, repair, refinishing, body work, or other servicing of motor vehicles.

PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

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- 2.41 Highway.** Any public thoroughfare of paving 22 feet or wider, including a street, which affords primary access to abutting property, and any thoroughfare of less width which is not classified as an alley (street).
- 2.41A Historic structure.** A structure that is at least 50 years old and meets one of the following requirements:
- 2.41A.1 Listed on either the National or Georgia Register of Historic Places;
  - 2.41A.2 Eligible for listing on either the National or Georgia Register of Historic Places; or
  - 2.41A.3 Currently receiving or eligible to receive tax credits for rehabilitation of historic properties.
- 2.42 Hospital.** An institution providing health services, primarily for in-patients, and medical and surgical care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient departments, training facilities, central service facilities, and staff offices.
- 2.43 Hotel.** A building occupied as the more or less temporary residence of individuals who are lodged, with or without meals, and in which there are ten or more sleeping rooms with entrances through a common lobby or office.
- 2.44 Junk.** Old and dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, wagons and other kinds of vehicles and parts thereof, scrap building material, scrap piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds or bedding, or any other kind of scrap or waste materials which is stored, kept, handled, or displayed within the county limits.
- 2.44A Industrialized home.** A dwelling manufactured in accordance with the Georgia Industrialized Building Act (O.C.G.A. title 8, chapter 2, article 2, part 1) and the rules of the commissioner of the state department of community affairs issued pursuant thereto, bearing an insignia of approval issued by the commissioner.
- 2.45 Junkyard.** Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap, or discarded materials, or for the dismantling, storage, or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not to be used as a dump. A "junk yard" also includes any outdoor area that is used exclusively for the temporary storage of wrecked automobiles, which are automobiles that do not get repaired and put back in use on the roadways of the United States, provided that no work shall be performed on any wrecked automobile while it is in storage.
- 2.46 Local government.** Any county or municipality which exercises zoning power within its territorial boundaries.
- 2.46 Lot.** Parcel of land shown on a recorded plat or on the zoning map, or any piece of land described by a legally recorded deed.
- 2.47 Lot, corner.** Any lot situated at the junction of and abutting on two or more intersections or intercepting streets or public highways. If the angle or intersection of the direction lines of two highways is more than 135 degrees, the lot fronting on said intersection is not a corner lot.
- 2.48 Lot, interior.** Any lot which is not a corner lot that has frontage only on one street other than an alley.
- 2.49 Lot lines, front.** In the case of a lot abutting upon only one street, the front lot line is the line separating such lot from such street. In the case of a corner lot, that part of the lot having the narrowest frontage on any street shall be considered the front lot line. In the case of any other lot, one such line shall be elected to be the front lot line for the purpose of this article, provided it is so designated by the building plans which meet the approval of the building and zoning inspector.

PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

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**2.50 Lot lines, rear.** The rear lot line is that boundary which is opposite and most distant from the front lot line. In the case of a lot pointed at the rear, or any odd-shaped lot, the rear lot line shall be determined by the building and zoning inspector.

**2.51 Lot lines, side.** A side lot line is any lot boundary line not a front lot line or a rear lot line. A side lot line separating a lot from a street is an exterior side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

**2.52 Lot, through.** Any lot having frontage on two parallel or approximately parallel streets or other thoroughfares.

**2.52A Manufactured home.** A dwelling fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying that it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.).

**2.52A.1 Manufactured home site.** A parcel of land designed and designated for the location of one manufactured home, its accessory buildings or structures, and accessory equipment for exclusive use of the home.

**2.52A.2 Manufactured home stand.** That area of a manufactured home site which has been reserved for placement of a manufactured home.

**2.53 Mapped streets.** A mapped street is any approved street shown on an official map or the projection of any existing street through an unsubdivided parcel of land, whether the street is dedicated or in existence or not.

**2.54 Marshland.** All land subject to tidal action which is comprised of generally unstable soil materials commonly known as "hard or soft" marsh, which in its natural state is vegetated with marsh grass, reeds, and similar growth and is usually characterized by poor load-bearing capacity. Marshland lies below an elevation of six feet above mean sea level.

**2.55 Mobile home.** A dwelling manufactured prior to June 15, 1976, which is transportable in one or more sections; in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet in floor area; is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. All mobile homes must be installed in accordance with O.C.G.A. § 8-2-160, et. seq. Mobile homes must meet the construction standards specified in ANSI A119.1. Compliance with ANSI A119.1 shall be determined by the following procedures:

**2.55.1** For mobile homes that are proposed to be relocated within the county, the county building inspector or designee must inspect the unit to determine if the unit meets the standards of ANSI A119.1 standards and all other applicable county ordinances are met, after which the county administrator or designee may issue the building permit for placement of the mobile home on site. An inspection fee determined from time to time by the board of commissioners shall be charged for each individual inspection of a mobile home.

**2.56 Reserved.**

**2.57 Motel or motor hotel.** A building or group of two or more buildings designed to provide sleeping accommodations for transient or overnight guests with no common entrance or lobby. Each building shall contain a minimum of ten residential units or rooms which generally have direct, private openings to a street, drive, or patio, etc.

**2.58 Nonconforming lot.** Any lot that is smaller than the minimum dimensions, area, or other regulations of the district in which the lot is located.

PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

- 
- 2.59 Nonconforming use.** Use of any property or premises in any manner that does not comply with the regulations provided for the district in which the property or premises is situated, if such use was originally legally established at the effective date of this ordinance or any amendment thereof.
- 2.60 Parking space.** That area required for the parking or storage of one automobile, including necessary aisle or driveway space providing access thereto.
- 2.60A Planned manufactured home community.** A tract used or intended for use as a residential area occupied by manufactured homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the resident owns or rents the manufactured home and rents the manufactured home space. All manufactured homes located within a manufactured home community must be installed in accordance with O.C.G.A. § 8-2-160 et seq.
- 2.60B Planned single-family home community.** A subdivision used or intended for use as a residential area occupied by single-family homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the subdivision is under single ownership or control.
- 2.61 Planning board.** The county planning board, which is a body of people appointed by the commissioners whose responsibilities include the guidance of growth and development within the county.
- 2.61A Pond.** A manmade depression designed to hold water that is less than one acre in size. These include retention, detention, and borrow pits less than one acre.
- 2.62 Principal building.** The building situated or to be placed nearest the front property line and the use of which conforms to the primary use permitted by the zoning classification in which it is located.
- 2.63 Professional buildings.** Structures used for the conduct of business in any of the following or related categories: law; architecture; accounting; engineering; medicine; dentistry; optometry; osteopathy; chiropractors; optician; planning, or consulting of the nature of the aforesaid categories, not including outside storage space for business vehicles or equipment.
- 2.64 Public body.** Any government or governmental agency in Effingham County, the State of Georgia, or the United States Government.
- 2.65 Public use.** Use of any land, water, or buildings by municipality, public body, or board, commission, or any county, state, or the federal government, or any agency thereof for a public service or purpose.

**Quasi-judicial officers, boards, or agencies.** An officer, board, or agency appointed by a local government to exercise delegated, quasi-judicial zoning powers including hearing appeals of administrative decisions by such officers, boards, or agencies and hearing and rendering decisions on applications for variances, special administrative permits, special exceptions, conditional use permits, or other similar permits not enumerated herein as a zoning decision, pursuant to standards for the exercise of such quasi-judicial authority adopted by a local government.

PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

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- 2.66 Repairs.** Restoration of portions of a building to its condition as before decay, wear, or damage, but not the alteration of the shape or size of any portion.
- 2.67 Residential.** The term "residential" or "residence" applies herein to any lot, plot, parcel, tract, area, piece of land, and/or any building used or intended to be used exclusively for family dwelling purposes, including concomitant uses specified herein.
- 2.68 Restaurant.** A building, room, or rooms where food is prepared and served to a group of families, a club, or to the public for consumption within the enclosed structure.
- 2.69 Right-of-way line.** The outside boundaries of a highway right-of-way, whether such right-of-way be established by usage, dedication, or by the official right-of-way.
- 2.70 Roominghouse.** (The terms roominghouse, boardinghouse, tourist home, cooperative house, and lodginghouse are used synonymously in this ordinance.) A building, other than a hotel or dormitory, where, for compensation and by arrangement for definite periods, lodging or lodging meals are provided for more than three persons unrelated to the owners of the structure.
- 2.71 Rooming unit.** Any room or group of rooms, forming a habitable unit used for living and sleeping, but which does not contain cooking or eating facilities.
- 2.72 Setback.** The minimum horizontal distance between the right-of-way line, rear, or side lines of the lot, and the front, rear, or side lines of the building. When two or more lots under one ownership are used, the exterior property line so grouped shall be used in determining offsets.
- 2.72A Shipping container.** A receptacle designed for intermodal transport of cargo aboard ship, truck trailer, or rail car, and which exhibits features designed to facilitate the movement of containerized cargo, including but not limited to corner fittings for pins, design for stacking, size dimensions of eight feet wide by eight or ten feet high by 20, 35, or 40 feet in length, and which is otherwise designed and constructed in conformance with standards for shipping containers as set forth by the international standards organization.
- 2.72B Shipping container facility.** A facility that provides storage for shipping containers awaiting transport or next use.
- 2.73 Site.** An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded subdivision plat or in a legally recorded deed.
- 2.74 Special exception.** A use, specifically designated in this ordinance, that would not be appropriate for location generally or without restriction throughout a given zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would, in the opinion of the county commissioners, promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare.
- 2.75 Story.** That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor above it, then the space between the floor and ceiling next above it.
- 2.76 Street.** A dedicated and accepted public right-of-way for vehicular traffic which affords the principal means of access to abutting properties.
- 2.77 Structural alteration.** Any change in the shape or size of any portion of a building or structure such as walls, columns, beams, arches, girders, floor joists, or roof joists.
- 2.78 Surveyor.** A person who determines or delineates the form, extent, position, distance, or shape of a tract of land by taking linear and angular measurements, and by applying the principles of geometry and trigonometry.



PART II - OFFICIAL CODE  
APPENDIX C - ZONING ORDINANCE  
ARTICLE II. DEFINITIONS

**2.79 Structure.** Anything constructed or erected, the use of which requires rigid location on the ground or attachment to something having a permanent location on the ground; provided, however, that utility poles, fences, and walls (other than building walls) shall not be considered to be structures.

**2.80 Subdivision.** "Subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land involving a new street or change in existing streets, and includes resubdivision and, where appropriate, the process of subdividing or the land or area subdivided; provided, however, that the following exceptions are included within this definition only for the purpose of requiring that the planning board be informed and have record of such subdivisions:

Exceptions:

- (a) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standard of the governing authority;
- (b) The immediate transfer of property necessitated by death of the property owner to the said property owner's legal heirs, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (c) The transfer of property between family members within the third degree of consanguinity, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (d) The division of land into parcels of ten acres or more where no new street is involved.

Plats of such exceptions shall be received as information by the zoning administrator who shall indicate such fact on the plats.

Conditional exemptions: In order to provide property owners with an expeditious method for subdividing a portion of a tract of land, conditional exemptions from the provisions of this ordinance are authorized and may be granted by the county zoning administrator provided such requests for conditional exemptions comply with the following:

- (a) The division of land into two parcels when the smallest parcel meets the minimum standards for the zoning district where that property is located and when divided for residential purposes meets health department requirements and where no new street is involved; provided that the same tract cannot be divided using this conditional exemption more than one time in any 12-month period beginning on the date of recording.

Plats requesting conditional exemption will be received by the county zoning administrator's office for review. Plats meeting the requirements stated above can be approved by the zoning administrator who shall indicate such fact on the plats. If, in the determination of the zoning administrator, a plat requesting conditional exemption does not comply with the above requirements, or other factors peculiar to the individual circumstance of the property in question, the zoning administrator is required to deny the conditional exemption and forward the plat to the planning board for processing as a subdivision.

**Territorial boundaries. The unincorporated areas thereof and any area defined in paragraph (5.1) of Code Section 36-70-2**

- 2.81 *Trailer.* A non-self-propelled vehicle or conveyance permanently equipped to travel upon the public highways that provides temporary use as a residence or living quarters or office; serves as a carrier of people, new or used goods, products, or equipment; or is used as a selling, advertising, or display device whether or not the wheels have been removed and whether or not set on jacks, skirts, masonry blocks, or other foundation.
- 2.82 *Trash.* Cuttings from vegetation, refuse, paper, bottles, and rags.
- 2.83 *Use.* The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.
- 2.83A *Utilities, government-owned.* Any government-owned water and sewer utilities and appurtenances, including publicly-owned treatment plants permitted by the state, wells, water distribution lines, sewage collection lines, re-use water distribution lines, pump stations, water storage facilities, meter stations, and fire hydrant.
- 2.83B *Vacant.* A structure in which the principle use has been abandoned. This shall not include structures for sale or rent or temporarily unoccupied.
- 2.84 *Variance.* A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.
- 2.85 *Vehicle.* A conveyance for persons or materials.
- 2.86 *Waterfront.* Any site shall be considered as waterfront property provided any or all of its lot lines abut on or are contiguous to any body of water including creek, canal, river, or any other body of water natural or artificial, including marshland, not including a swimming pool, whether said lot line is front, rear, or side.
- 2.87 *Yard.* An open space on the same lot with a building; said space lies between the building and nearest lot or street line.
- 2.88 *Yard, front.* That area of open space to the front of the platted lot, the area immediately adjacent to the street side of the lot. If streets are bound on two sides of the lot, the narrower portion fronting on a street shall be declared the front. See "Lot lines, front."
- 2.89 *Yard, rear.* That area of open space that is opposite the area delineated as the front. That area of greatest distance from the street. See "Lot lines, rear."
- 2.90 *Yard, side.* That area of open space that is immediately adjacent to the side lot lines. See "Lot lines, side."

**Zoning. The power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within**

PART II - OFFICIAL CODE  
 APPENDIX C - ZONING ORDINANCE  
 ARTICLE II. DEFINITIONS

such zones or districts in accordance with the uses of property for which such zones or districts were established.

*2.91 Zoning administrator.* That person hired by the county commissioners to enforce the zoning ordinance, subdivision regulations, and any other land use ordinances adopted by the county commissioners.

*Zoning decision.* A final legislative action by a local government which results in:

- (A) The adoption or repeal of a zoning ordinance;
- (B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
- (C) The adoption or denial of an amendment to a zoning ordinance to rezone property from one zoning classification to another;
- (D) The adoption or denial of an amendment to a zoning ordinance by a municipal local government to zone property to be annexed into the municipality;
- (E) The grant or denial of a permit relating to a special use of property; or
- (F) The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (C) or (E) of this paragraph.

*Zoning ordinance.* An ordinance or resolution of a local government establishing procedures and zones or districts within its respective territorial boundaries which regulate the uses and development standards of property within such zones or districts. The term also includes the zoning map adopted in conjunction with a zoning ordinance which shows the zones and districts and zoning classifications of property therein.

~~2.92 Zoning ordinance or ordinance. The zoning ordinance of the county.~~

*2.93 Zoning map.* The official map of the County.

(Amend. of 4-4-00(20); Amend. of 4-4-00(21); Amend. of 4-4-00(22); Ord. of 10-21-04, § 1; Ord. of 9-54-07, § 1(a); Ord. of 8-5-08; Ord. of 1-3-11, § 1; Ord. of 7-17-12, § 1; Ord. of 11-5-19 ; Ord. of 3-1-22(1) ; Ord. of 11-15-22(1) ; Ord. of 1-3-23(2) )

#### 9.4 Procedure for conducting a public hearing.

All public hearings on zoning amendments matters that require a public hearing included but not limited to rezonings, text amendments, conditional uses, sketch plans, and variances shall be chaired by either the chairman of the planning board or the county commission chairman or their designees (hereinafter referred to as the "presiding officer").

The public hearing shall be called to order by the presiding officer. The presiding officer shall conduct the meetings as follows in this Section 9.4 but the presiding officer shall have the right to change the order of appearances in his or her discretion to stream line the process when no one wishes to speak for or against the zoning matter.

The county zoning administrator shall be recognized by the presiding officer first and shall be permitted to give a summary of the zoning request.

The zoning applicant or the applicant's agent, shall be recognized by the presiding officer second and shall be permitted to present and explain the zoning request. Thereafter, all individuals who so desire and if time allows, shall be permitted to speak in favor of the zoning request. After the individuals have had an opportunity to speak, those individuals present at the public hearing who wish to speak in opposition to the zoning request shall have an opportunity to speak. Those speaking for or against the zoning request shall be subject to the time constraints stated below.

When any person wishes to speak at a public hearing, that person shall raise his or her hand and after being recognized by the presiding officer, shall stand and state his or her name, and make any comment appropriate to the proposed zoning request.

The zoning applicant shall have an opportunity, after all comments in opposition have been made, to make summary remarks concerning the proposed zoning request.

A time limit of fifteen (15) minutes shall be imposed upon the total number of people who wish to speak in favor of the zoning request, including the initial presentation of the zoning applicant. Thereafter, a time limit of fifteen (15) minutes shall be imposed on the total number of persons who wish to speak in opposition to the zoning application. Summary remarks by the zoning applicant shall be limited to five (5) minutes. These time limits may be extended at the discretion of the presiding officer upon a showing of good cause by the person so requesting.

Each speaker shall speak only to the merits of the proposed zoning request under consideration and shall address his or her remarks only to the board conducting the hearing. Each speaker shall refrain from personal attacks on other speakers, board members, or county staff and from discussing facts or opinions irrelevant to the proposed zoning request under consideration. The presiding officer may limit or refuse a speaker the right to continue if the speaker, after being first cautioned, continues to violate this paragraph. The presiding officer shall have the right to ask an attendee or speaker to leave the building for unruly behavior.

Thereafter, the presiding officer shall announce that no further comments from the public or zoning applicant concerning the requested zoning request shall be received and the presiding officer shall close that particular public hearing. Next, the board shall deliberate on the proposed zoning request and then take any action that the board is authorized to take.

A secretary shall record the proceedings of the public hearing. ~~Verbatim~~ Transcripts of the public hearing can be provided if requested and paid for in advance by the requesting party.

The record of the public hearing and all evidence submitted at the public hearing shall be recorded as such and become a permanent part of the particular zoning amendment's file.

~~The chairman of the planning board or county commission chairman shall preside at the public hearing and shall identify speakers, maintain order, and conduct the public hearing.~~

The process to be followed in conducting these hearings shall be as follows:

The presiding officer shall open the hearing by stating the specific zoning amendment being considered at the public hearing.

Where there are a large number of individuals wishing to testify at a hearing, the presiding officer may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Notwithstanding the foregoing, however, in no event shall the aggregate time afforded to those in favor or those opposed to a zoning amendment be less than ten minutes.

The presiding officer shall recognize the individual parties wishing to testify or present evidence and allow them to present this information.

Once all parties have concluded their testimony, the presiding officer shall adjourn the public hearing.

## 9.5 Standards and Criteria for zoning decisions.

As appropriate, the following factors may be considered for rezoning, text amendments, and conditional use applications:

- (i) Comprehensive Plan and land development plans, including projected densities;
- (ii) Existing uses and zoning of nearby property:
  - (a) Use and classifications of other property;
  - (b) Effect upon residents of adjoining property.
- (iii) Land values:
  - (a) Impact of change on values of adjacent and nearby properties;
  - (b) Opinions as to most advantageous use.
- (iv) Roads and traffic:
  - (a) Character of adjacent and boundary roads;
  - (b) Intersections;
  - (c) Planned development by public agencies;
  - (d) Planned private developments;
  - (e) Effect of increased traffic on safety.
- (v) Rivers, streams and drainage:
  - (a) Flood plains;
  - (b) Soil erosion and sedimentation;
  - (c) Protected areas;
  - (d) Pollution of surface and sub-surface water.
- (vi) Utilities:
  - (a) Sewage disposal;
  - (b) Water supply;
  - (c) Whether the proposed method of sewage treatment is consistent with the county sewer master plan;
  - (d) Whether the proposed rezoning and proposed water usage is consistent with the county water master plan;



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- (e) Whether the proposed rezoning is consistent with any and all regional agreements, e.g., regional water agreements and regional sewer agreements.
  - (vii) Other special considerations:
    - (a) Buffer zones;
    - (b) Noise;
    - (c) Odor;
    - (d) Fire protection;
    - (e) Terrain or topography;
    - (f) Schools;
    - (g) Animals;
    - (h) Visual intrusions on neighbors;
    - (i) Aesthetics;
    - (j) Site plans and plats;
    - (k) Lighting;
    - (l) Hours of operation.

**Change existing 9.5 to 9.6.**

## Staff Report

**Subject:** Schedule of Fees update, multiple departments  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 6/20/23  
**Item Description:** Consideration to approve a resolution to amend the Schedule of Fees

### Summary Recommendation:

Staff recommends approval of the resolution to amend the Schedule of Fees.

### Executive Summary/Background:

Periodically, staff will review the Schedule of Fees and propose changes. These changes can be driven by the addition or removal of a county service, by inflation, or other factors.

This proposed amendment touches several areas of the Schedule of Fees, some of which haven't been updated in more than a decade (e.g., the water connection service charge). Changes are proposed to the following headers in the Schedule:

1. Building Application Fees
  - a. Added a percentage component to commercial plan review fee
  - b. Added section for industrial building permits and plan review
  - c. Added section for single inspection permits
2. EMS
  - a. Updates to each type of transport service provided
  - b. Fees based on allowable rates by Medicare
  - c. Last updated at beginning of 2020
3. Fire Fees
  - a. Fire fee changes covered in detail in fire fee resolution
4. Public Works
  - a. Changes to culvert and right-of-way permits based on labor estimates from EOM
5. Recreation
  - a. Added facility rental rates that were already in place but not listed in previous amendments to Schedule
  - b. Updated league sign-up rates, most haven't changed since before 2011
6. Wastewater Treatment
  - a. Per the rate plan approved 8/4/2020, the County will raise its rates by same percentage as the increase County is charged by City of Savannah, which recently increased by 3.4%
7. Water & Sewer
  - a. Like with wastewater treatment, rates proposed to increase by 3.4%

- b. Water connection service charge and sewer development fee increase proposed. These fees haven't increased in many years
- 8. Zoning
  - a. Updated occupational tax admin fee
  - b. Broadened number of size brackets for occupational tax

**Alternatives for Commission to Consider:**

- 1. Approve the proposed resolution to amend the Schedule of Fees.
- 2. Do not approve the proposed resolution.
- 3. Provide Staff with direction.

**Recommended Alternative:**

Staff recommends alternative number 1 – approve the proposed amendment to the Schedule of Fees.

**Other Alternatives:**

none

**Department Review:** *(list departments)*

Finance, County Manager, Development Services, EMS, Recreation, Fire & Rescue

**Funding Source:**

n/a

**Attachments:**

Resolution to amend the Schedule of Fees

STATE OF GEORGIA	
COUNTY OF EFFINGHAM	
A RESOLUTION TO AMEND THE EFFINGHAM COUNTY SCHEDULE OF FEES	
BE IT RESOLVED by the Board of Commissioners of Effingham County, in regular meeting assembled and pursuant to lawful authority thereof, that the Effingham County Schedule of Fees on file with the Clerk of the Board of Commissioners of Effingham County, Georgia, is hereby amended to include the following:	
LICENSING AND TAXING OF ALCOHOL BEVERAGES	
Service Rendered	Assessed Fee
<b>License Fee</b>	
Retail Beer & Wine sale by drink	\$1,250.00
Retail Liquor sale by drink	\$2,500.00
Retail Beer, Wine and Liquor sale by drink	\$3,750.00
Wholesale License	\$1,000.00
Retail Beer & Wine sale by package	\$1,250.00
Farm Winery, sale by package and drink	\$1,250.00
Exterior signs	\$25.00
Advertisement	\$30.00
<b>Initial Application Fee</b>	
Beer, Wine, Liquor	\$250.00
Renewal Application Fee	\$50.00
<b>Excise Tax</b>	
Case of 48 cans/bottles containing 6oz	\$1.20
Case of 48 cans/bottles containing 7oz	\$1.40
Case of 36 cans/bottles containing 8oz	\$1.20
Case of 24 cans/bottles containing 10oz	\$1.00
Case of 24 cans/bottles containing 12oz	\$1.20
Case of 24 cans/bottles containing 14oz	\$1.40
Case of 24 cans/bottles containing 16oz	\$1.60
Case of 12 cans/bottles containing 32oz	\$1.60
Keg/Drum/ Barrel with capacity to hold 1.125gal	\$0.44
Keg/Drum/ Barrel with capacity to hold 2.25gal	\$0.87
Keg/Drum/ Barrel with capacity to hold 3.875gal	\$1.50
Keg/Drum/ Barrel with capacity to hold 7.75gal	\$3.00
Keg/Drum/ Barrel with capacity to hold 15.5gal	\$6.00
Keg/Drum/ Barrel with capacity to hold 31gal	\$12.00
Proportionate tax for all fractional parts of 15.5gal	
<b>Liquor by package or drink</b>	
Per Gallon	\$0.80
Per Half Gallon	\$0.40
Per Quart	\$0.20
Per Fifth	\$0.16
Per Pint	\$0.10

Per Tenth	\$0.08
Per Half Pint	\$0.05
Mixed Drink Tax (set by ordinance)	3%
Collection by licensee, licensee may withhold % based on allowable deduction in O.C.G.A. A. § 48-8-50	
<b>Wine for sale by package or drink</b>	
Per Liter	\$0.22
Per Gallon	\$0.83
Violations - minimum fine of	\$1,000
<b>Late Payment Penalties</b>	
Late payment of Mixed Drink Tax	15%
Minimum late fee	\$25.00
Plus 1% per month tax not paid	
<b>ANIMAL CONTROL</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Adoption Fee	Canine - \$60.00 plus cost of rabies vaccine Felines - \$45.00 plus cost of rabies vaccine
Rabies Vaccine	\$15.00 per animal
Impound Fee	\$25.00 per animal impounded
Boarding Charge	\$5.00 per day per animal
Quarantine	\$10.00 per day per animal (Bite Cases)
Veterinarian Charges	Varies
Animal Care Charges	Varies
<b>BUILDING APPLICATION FEES</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Mobile Home (SW)	\$150.00
Mobile Home (DW)	\$250.00
Mobile Home (TW)	\$350.00
One and Two Family Dwellings Building Permit Plan Review Fee is due when plans are submitted	\$50 Plan Review Fee+ \$.25 climate controlled + \$.20 non-climate controlled
Commercial Building Permit Plan Review Fee is due when plans are submitted	<u>Plan Review Fee 5% of permit fee, minimum \$150.00</u> <u>\$150 Plan Review Fee</u> + \$7.00 per \$1,000 of Construction Value Based on Greater of \$100/SQ. FT. climate controlled or \$50/SQ. FT. non-climate controlled and Submitted Value, Permit Fee Shall Not Exceed \$150,000
<u>Industrial Building Permit</u> <u>Plan Review Fee is due when plans are submitted</u>	<u>Plan Review Fee 5% of permit fee, minimum \$500.00</u> <u>+ 7.00 per \$1,000 of construction value</u> <u>Based on greater of \$100/SQ. FT. climate controlled</u> <u>Or \$50/SQ. FT. non-climate controlled and submitted</u> <u>value,</u> <u>permit fee shall not exceed \$250,000</u>
Government, Educational, and Religious Building/Renovation/Remodel/Addition Permits	\$50.00 Admin Fee + \$50.00 each licensed trade (Electric, Plumbing, HVAC)



One and Two Family Dwelling Renovation/Remodeling/Addition Permit	\$50 admin fee + \$.20/climate controlled sq. ft. + \$.15/non-climate controlled sq. ft.
Private Educational, and Religious Addition Permit	\$50 admin fee
Slab	\$50.00
Accessory Building for One and Two Family Dwellings	\$50.00 admin fee + \$.10 sq ft
Deck	\$50 adm fee + \$.05 sq ft
Pools	\$ 50 adm fee + \$.10 sq ft pool area
Demolition Permit	\$50.00
Relocation	\$50 + \$.10 sq. ft.
Windows	\$50 admin fee + \$5 per \$1,000 in estimated cost
Signs	\$50 ad min + \$.10 sq. ft. sign area
<u>Single Inspection Permits</u> <u>Residential</u> <u>(Electrical, Plumbing, HVAC, etc.)</u>	<u>\$50.00 admin fee</u>
<u>Single Inspection Permits</u> <u>Residential Solar</u>	<u>\$50.00 plan review fee + \$50.00 permit fee</u>
<u>Single Inspection Permits</u> <u>Commercial/Industrial</u> <u>(Electrical, Plumbing, HVAC, etc.)</u>	<u>\$150.00 admin fee</u>
Re-inspection Fee	\$50 - first \$75 - second \$100 - Third
<b>COUNTY CLERK</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Copies	\$.10 per copy set county wide unless otherwise noted
Copies of Meeting	\$5.00 per CD
<b>EMS</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
ALS Non-Emergency <del>\$525</del>	<del>\$525.00</del> <u>343.80</u>
ALS 1 Emergency	<del>\$654.97</del> <u>544.30</u>
BLS Non-Emergency	<del>\$425.00</del> <u>286.50</u>
BLS Emergency	<del>\$551.56</del> <u>468.40</u>
ALS Level 2	<del>\$947.98</del> <u>787.85</u>
Specialty Care	<del>\$1120.34</del> <u>931.10</u>
Mileage	\$12 per mile
Non Transport	\$75.00
Non Transport with Treatment	\$150.00
<b>FIRE FEES</b>	
<b>Residential</b>	\$ 120.00 per year + <u>\$0.020-04</u> /sq.ft.
<b>Multi-Family</b> One to Four units Five or more units	\$ 120.00 per year unit + <u>\$0.020-04</u> /sq.ft. \$ 80.00 for each additional unit + <u>\$0.020-04</u> /sq.ft.
<b>Commercial</b> <del>5,000 sq. ft. or less</del> <del>5,001 – 15,000 sq. ft.</del> <del>15,001 sq. ft. or more</del>	<del>\$ 350.00</del> <u>330.00</u> per year <u>plus \$0.05/sq. ft.</u> <del>\$ 555.00 plus 0.022 per sq. ft.</del> <del>\$ 830.00 plus \$0.02 per sq ft</del>

<b>Industrial</b> <del>0 – 5,000 Sq. Ft.</del> <del>5,001 – 15,000 sq. ft.</del> <del>15,001 – 1,000,000 sq. ft.</del> <del>1,000,001 sq. ft. or more</del>	<del>\$500.00</del> <del>660.00</del> per year <u>plus \$0.05/sq.ft.</u> <del>\$1,105 + \$0.028/sq.ft.</del> <del>-\$1,655 + \$0.028/sq.ft.</del> <del>\$30,005.00 + \$0.16/sq.ft.</del>
Solar Farm	<del>\$50.00</del> <del>42.00</del> per acre
<b>Vacant Parcel (w/ no primary structure)</b>	<b>\$0.105/acre</b>
<b>GIS - MAP PRICE LIST</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Realtor / Chamber Map	\$2.00
Map book	\$20.00
8 1/2 X 11	\$5.00
Fully Customized Maps	\$5 + \$75 per hour
8 1/2 x 14	\$10.00
Fully Customized Maps	\$10 + \$75 per hour
11 X 17	\$15.00
Fully Customized Maps	\$15 + \$75 per hour
24 x 24 Pre-made Maps & limited customization	\$20.00
Fully Customized Maps	\$20 + \$75 per hour
36 x 42 Pre-made Maps & limited customization	\$25.00
Fully Customized Maps	\$25 + \$75 per hour
42 x 44 Pre-made Maps & limited customization	\$30.00
Fully Customized Maps	\$30 + \$75 per hour
60 x 60 Pre-made Maps & limited customization	\$35.00
Fully Customized Maps	\$35 + \$75 per hour
Digital Exported Maps	free if map is purchased
If digital export is requested alone	\$5 + \$75 per hour
Digital Data	
Parcel shape file (polygons, zoning)	\$80.00
Parcel shape file (polygons, zoning, all tax data)	\$100.00
All other vector layers	\$60.00
Aerial Photography	\$ 30 per tile
Whole County SIDS	\$1,350.00
<b>LIDAR</b>	
Complete County Wide LAS	\$5,000.00
Individual Tile LAS	\$250.00
County Wide Digital Elevation Model	\$5,000.00
Digital Elevation Model tiles	\$250.00
County Wide Contours	\$1,000.00
Tif Image CD (for plat recording)	\$10.00
Shipping and Handling	\$5.00
Black & White Copies	.25 per side (up to 11X17) \$5.00 (over 11X17)

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Color Copies	\$1.00 per side (up to 11X17)
	\$20.00 (over 11X17)
<p>An hourly rate of \$75.00 will be charged for customized data requiring additional GIS staff time.</p> <p>Customization may include any of the following procedures:</p> <p style="padding-left: 40px;">Data Conversion processes</p> <p style="padding-left: 40px;">Addition of background air photos</p> <p style="padding-left: 40px;">Customer specified colors, fonts, labeling, etc.</p> <p><b>Rush Jobs</b> with less than 2 days' notice will be charged at an hourly rate of \$75.00 in addition to any other media charges.</p>	
<b>PRISON</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
ID Card fee	\$ 5.00
Medical fee	4.00
D-3-L fee	100.00
Medical Co Pay	5.00
Monthly Banking Fee	1.00
Postmaster	-US Postal Service Postage Rate
Indigent Postage	-US Postal Service Postage Rate
Mail Rejection Fee	-US Postal Service Postage Rat
Restitution	- as per damage done
<b>PROBATION</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Monthly Probation	\$50.00
Supervision Fee	
<b>PUBLIC WORKS</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
New Culvert Installation Permit	<del>\$120.00</del> 60.00- Installation inspection & grade set
Existing culvert permit	<del>\$75.00</del> 20.00 - Inspection of existing culvert
Right of Way Permit	<del>\$75.00</del> 40.00
<b>RECREATION</b>	
<b>Activity</b>	<b>Assessed Fee</b>
Instructional League	<del>\$75.00</del> 65.00
Youth Softball/Baseball	<del>\$75.00</del> 65.00
Youth Basketball	<del>\$75.00</del> 65.00
Youth Football	<del>\$75.00</del> 65.00
Youth Soccer	<del>\$75.00</del> 65.00
<u>Girls' Volleyball</u>	<u>\$60.00</u>
<u>Summer Camps (ALL)</u>	<u>\$50.00</u>
Track	<del>\$20.00</del> 15.00
Cheerleading with uniforms	\$40.00
Cheerleading w/out uniforms	\$90.00

Open Baseball/Softball	48-max 450
<u>Travel Baseball/Softball Practices</u>	<u>\$200/6 months</u>
<u>Baseball Field Rental</u>	<u>\$275/field</u>
<u>Reddick Stadium Rental</u>	<u>\$375</u>
<u>Gym Rental</u>	<u>\$250/court</u>
<u>Rec Backroom Rental</u>	<u>\$300/day</u>
<u>Clyo Community Center Rental</u>	<u>\$400/day</u>
Adult Women's Volleyball	<del>\$200.00</del> 190.00
Adult Basketball	<del>\$400.00</del> 415.00
Adult Softball	<del>\$400.00</del> 390.00
(Spring & Coed)	<del>\$400.00</del> 390.00
Adult Flag Football	<del>\$400.00</del> 300.00
Spring run	<del>\$15.00</del> \$20.15
All Stars	\$25.00
Football equipment deposit	<u>\$100.00 / \$50.00 returned</u>
discount - 2 children -	10% off
discount - 3 children -	15% off
discount - 4 or more children	20% off
must be from the same family & same household	-
<b>REGISTRARS</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Voter's List (Paper)	\$205.00
Voter's List (CD)	\$90.00
District or Municipal Voters List (Paper)	\$225.00
District or Municipal Voters List (CD)	\$130.00
<b>SANITATION</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
1st Carts	\$243 per year
1st Carts ( <del>elderly exemption for seniors</del> )	\$100 per year
2nd Carts	\$127 per year
Additional Recycle Carts	\$72 per year
Dry Waste Collection Site Fees	\$0.08 cents per pound or \$160.00 per ton
<b>Tires</b>	
Car	\$3.00 off rim
	\$5.00 on rim
Large Truck	\$8.00 off rim
	\$20.00 on rim
Farm/Tractor	\$15.00 off rim
	\$35.00 on rim
Off Road Tires	\$.15 per lbs off rim

Code Enforcement Citations	Solid Waste Violations Minimum Fine \$100.00
<b>SHERIFF'S OFFICE DEPARTMENT</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Background Checks	\$20.00 in County, \$25 out of County
Jail Bond Fees	\$20.00 per person
Civil Services	\$50.00 per service \$50 per subpoena
Fingerprints	\$5.00 per person (cards only) \$50.00 alcohol license application
Accident Reports	\$3.00 per report
<b>WASTEWATER TREATMENT</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Treatment of Hauled Wastewater -grease traps and port-a-pottys specifically prohibited-	<del>\$0.1290</del> <del>.125</del> a gallon
<b>WATER &amp; SEWER</b>	
<b>Water Connection Service Charge</b>	
<ol style="list-style-type: none"> <li>1. A Water Connection Service Charge of <del>\$3,488</del> <del>2,000</del> per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County's water system</li> <li>2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.</li> </ol>	
<b>Sewer Development Fees</b>	
<ol style="list-style-type: none"> <li>1. A Sewer Development Fee of <del>\$6,748</del> <del>3,300</del> per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County's sewer system</li> <li>2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.</li> </ol>	
<b>Reuse Capital Cost Recovery Fees</b>	
<ol style="list-style-type: none"> <li>1. A Reuse Capital Cost <del>recovery</del> <u>Recovery</u> Fee of \$1,300 per residential unit, or equivalent residential unit, or any fraction thereof shall be paid prior to connection of any service line to the County's reuse water system</li> <li>2. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the Water Use Standards contained below.</li> </ol>	
<b>Water Use Standards</b>	
<ol style="list-style-type: none"> <li>1. The standards in the table below shall be used in determination of water consumption for the purpose of determining the number of equivalent residential units. If the table does not provide information for a particular application, the estimated water consumption shall be as calculated by the County Engineer.</li> </ol>	
<b>Type of Structure</b>	<b>Water Usage in Gallons Per Day</b>
Apartment, One Bedroom	100 per apartment
Apartment, Two Bedrooms	150 per apartment
Apartment, Three Bedrooms	300 per apartment
Automotive Repair Shops/Tire Shops	60 per bay
Banks	30 per 200 sq. ft.
Assembly Hall	5 per seat
Barber Shop/Beauty Parlor	125 per chair + 20 per employee
Boarding/Rooming House **	100 per room



Bowling Alley	50 per lane + 20 per employee
Car Wash	
Wand Wash	125 per bay
Hand Wash	500 per stall
Automated	7000 per site
Church without Day Care or Kindergarten	5 per seat
Clinic	75 per exam room
Correctional Institution/Prison	200 per inmate
Country Club, Recreation Facilities Only	25 per member
Day Care Center with Meals	8 per person
Dental Office	100 per chair + 20 per employee
Department Store	10 per 100 sq. ft.
Dormitories	150 per room
Drug Store	700 per store
Factory	
1) Without Showers	25 per employee
2) With Showers	35 per employee
Food Service Establishments with Restrooms and Kitchen **	
1) Restaurant, less than 24-hours per day operation	35 per seat + 20 per employee
2) Cafeteria, less than 24-hours per day operation	50 per seat + 20 per employee
3) Restaurant, 24 hours per day operation	75 per seat + 20 per employee
4) Drive-in Restaurant	50 per car space + 20 per employee
5) Carry-out Only	50 per 100 sq. ft. + 20 per employee
Funeral Home	10 per 100 sq. ft.
Grocery Stores	20 per 100 sq. ft.
Hospital	300 per bed
Hotel/Motel, No Kitchen	100 per room
Kindergarten, No Meals	15 per person
Kitchen for Day Care, Kindergarten	20 per person
Laundry, Self Service	150 per machine
Laundry, Commercial	1,000 per machine
Mobile Home Park	300 per site
Nail Salons	50 per chair
Nursing Home**	150 per bed
Office	30 per 200 sq. ft.
Physician's Office	200 per exam room
<b>Schools:</b>	
1) Day, Restrooms and Cafeteria	20 per person
2) Day, Restrooms, Gym and Cafeteria	25 per person
Seafood Market	120 per 100 sq. ft.
<b>Service Stations:</b>	
1) Fuel and Oil Only	100 per pump
2) Full Service	300 + 100 per pump

Shopping Center	10 per 100 sq. ft.
Single Family Dwelling	300 per dwelling
Stadium	2 per seat
Tavern, Bar, Cocktail Lounge – No Meals	30 per seat + 20 per employee
Theater	5 per seat
<b>Travel Trailer Park**</b>	
1) With Independent Water and Sewer Connection	150 per site
2) W/O Independent Water and Sewer Connection	35 per site
Warehouse	10 gals per 1000 sq. ft.
<b>** Add 500 gallons per machine to amount indicated if laundry or dish washing machines are to be installed**</b>	
To setup residential service for an owner	\$125.00 = \$100 deposit+\$25 admin fee
To setup Multi-Unit Residential Service	\$200.00 = \$200 deposit + \$25 admin fee x # of units
To setup residential service for a renter	\$150.00 = \$125 deposit+\$25 admin fee
To setup non-residential service	\$ 375.00 = \$350 deposit + \$25 admin fee
To setup Multi-Unit Non-Residential Service	Non-Residential service rates x # of units
Drinking Water Meter Fee	cost of materials + \$100.00 for installation
<b>Multi-Unit Residential Water Rates</b>	Residential water rates + base rate x # of units
<b>Residential Water Rates</b>	\$10.00 base rate
	<del>\$3,203.09</del> for each 1,000 gallons up to 5,000 gallons
	<del>\$3,423.34</del> for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	<del>\$3,653.53</del> for each 1,000 gallons over 10,000 gallons
<b>Multi-Unit Commercial/Industrial Water Rates</b>	Comm/Industrial water rates + base rate x # of units
<b>Commercial/Industrial Water Rates</b>	\$50.00 base rate
	<del>\$3,423.34</del> for each 1,000 gallons up to 5,000 gallons
	<del>\$3,653.53</del> for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	<del>\$3,893.76</del> for each 1,000 gallons over 10,000 gallons
<b>Multi-Unit Residential Sewer Rates</b>	Residential sewer rates + base rate x # of units
<b>Residential Sewer Rates</b>	\$15.00 base rate
(Caribbean Village Customers - Base Rate is \$10.00)	<del>\$3,383.27</del> for each 1,000 gallons up to 5,000 gallons
	<del>\$3,673.55</del> for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	<del>\$3,963.83</del> for each 1,000 gallons over 10,000 gallons
<b>Multi-Unit Commercial/Industrial Sewer Rates</b>	Comm/industrial sewer rates + base rate x # of units
<b>Commercial/Industrial Sewer Rates</b>	\$60.00 base rate
	<del>\$3,673.55</del> for each 1,000 gallons up to 5,000 gallons
	<del>\$4,053.92</del> for each 1,000 gallons over 5,000 gallons up to 10,000 gallons
	<del>\$4,254.11</del> for each 1,000 gallons over 10,000 gallons
Water Wholesale Rate to Bulk Customer (municipal or private)	<del>\$3,103.00</del> /1,000 gallons

Hydrant Meter Flushing of Surface Water Distribution System	\$1,000 deposit, <del>\$0.9770.945</del> /1,000 gallons, \$100 administrative fee
Sewer Wholesale Rate (municipal, individual or private)	<del>\$4.144.00</del> /1,000 gallons
Delinquent Payment Service Charge	\$35.00
Reconnection of Water Service (7:30am-4pm weekdays)	\$30.00
Reconnection of Water Service (outside normal working hours, on weekends or holidays)	\$60.00
Unauthorized Use or Connection (Notwithstanding the fee established herein, the County may pursue any other civil and criminal remedies available at law or in equity for unauthorized and/or illegal connections)	\$100 (1st occurrence) \$500 per occurrence thereafter
Returned Check	\$30.00
Service Call (for issues such as leakage on customer side of meter, to flush hot water heater at customer request, repair/replace meter box due to customer damage - parts not included, uncover/raise meter, check meter again after initial check verifies accuracy, etc.)	\$35.00 (during normal working hours) \$65.00 (outside of normal working hours, on weekends and holidays)
Failure to Apply for Service Fee	\$30.00
Temporary Service Fee	\$100 for up to ten (10) business days water and/or sewer usage charged at rates above
<b>ZONING</b>	
<b>Service Rendered</b>	<b>Assessed Fee</b>
Sketch Plan Review	\$250.00 admin fee
Development Plan Review Fee (Fees INCLUDE in house engineer review and are due to be paid prior to plan approval)	Single Family Residential - \$175 + \$15 per lot Multi-Family Residential - \$175 + \$10 per unit Non-Residential - \$350 + \$80 per developed acre* Clearing and Grading Only - \$250 admin fee
Final Plat (including revisions)	Fees exclude government, education and religious Minor Subdivision (3 lots or less) - \$50.00 admin fee Major Subdivision (4 lots or more) - \$100.00 admin fee + \$10 per lot
Development Plan Re-review (after 3 submittals)	\$250.00 admin fee
Land Disturbing Activity Permit Fee	\$80.00 per acre to be divided equally between Effingham County & DNR-EPD**
Rezoning, Conditional Use, Rural/	
	\$200.00 each

Residential Business, Variance, Occupational Tax Administrative Fee	\$ <del>5039</del> (in addition to tax charge)
<del>10-39</del> Employees	<del>\$50400</del>
<del>4-9</del> Employees	<del>\$100</del>
10-19 Employees	\$200
20-29 Employees	\$300
30-39 Employees	\$400
40-49 Employees	\$500
50 or more Employees	\$600
<i>* developed acre = disturbed area with the exception of all building footprints</i>	
All ordinances and resolutions in conflict herewith are repealed.	
Adopted by the Effingham County Board of Commissioners this day of <del>August 2</del> <u>June 20</u> , 2023 <del>2</del>	
_____ Wesley M. Corbitt, Chairman	_____ Stephanie D. Johnson, County Clerk

# Staff Report

**Subject:** Sanitation fees resolution for 2023  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 6/20/23  
**Item Description:** Consideration to approve a resolution to adopt the 2023 sanitation fees

**Summary Recommendation:**

Staff recommends approval of the resolution to adopt the 2023 sanitation fees.

**Executive Summary/Background:**

Each year, the Board of Commissioners approves a resolution to set the sanitation fees. This fee structure is based upon the current and anticipated costs to provide sanitation services for the unincorporated residents of the County.

Staff is recommending no change to the sanitation fees for tax year 2023.

Sanitation fees for the tax year 2022 were set at:

- Standard trash/recycle service - \$243 per year
- Additional trash cart - \$127 per year
- Additional recycle cart - \$72 per year
- Senior cart - \$100 a year

Staff is recommending the following sanitation fees for tax year 2023:

- Standard trash/recycle service - \$243 per year
- Additional trash cart - \$127 per year
- Additional recycle cart - \$72 per year
- Senior cart - \$100 a year

**Alternatives for Commission to Consider:**

1. Approve the proposed sanitation fees resolution.
2. Do not approve the proposed sanitation fees resolution.
3. Provide staff with direction.

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve the proposed sanitation fees resolution.



**Other Alternatives:**

none

**Department Review:** *(list departments)*

Finance, County Manager

**Funding Source:**

none

**Attachments:**

Resolution to set the 2023 sanitation fees

**STATE OF GEORGIA  
COUNTY OF EFFINGHAM**

**RESOLUTION TO SET THE 2023 SANITATION FEES**

A resolution to provide the adoption of the 2023 sanitation fees for the government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2023 sanitation fees for the County Government of Effingham County, Georgia, is hereby adopted as follows:

To provide weekly sanitation pick-up and bi-weekly recycle pick-up to citizens of the unincorporated area of Effingham County

\$243 per year  
Additional trash cart - \$127 per year  
Additional recycle cart - \$72 per year  
Senior cart - \$100 a year

Said fees shall be initially collected at the time the initial homeowner establishes services and thereafter assessed in conjunction with yearly property taxes.

Adopted by the Effingham County Board of Commissioners this \_\_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Wesley Corbitt, Chairman  
Effingham County Board of Commissioners

Attest:

\_\_\_\_\_  
Stephanie Johnson, County Clerk

# Staff Report

**Subject:** Fire fees for 2023  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 6/20/23  
**Item Description:** Consideration to approve a resolution to adopt the 2023 fire fees

**Summary Recommendation:**

Staff recommends approval of the resolution to adopt the 2023 fire fees.

**Executive Summary/Background:**

Each year, the Board of Commissioners approves a resolution to set the fire fees. This fee structure is based upon the current and anticipated costs to provide fire services for the unincorporated residents of the County, as well as residents in Springfield and Guyton.

Proposed changes to the fire fee are in red.

**1. Fire fees for the prior year were set at:**

Residential	\$ 120.00 per year plus \$0.01 per sq. ft.
Multi-Family	
One to Four Units	\$ 120.00 per year plus \$0.01 per sq. ft.
Five or more Units	\$ 80.00 for each additional unit plus \$0.01 per sq. ft.
Commercial	
5,000 sq. ft. or less	\$ 330.00 per year
5,000 – 15,000 sq. ft.	\$ 555.00 plus \$0.022 per sq. ft.
15,000 sq. ft. or more	\$ 830.00 plus \$0.022 per sq. ft.
Industrial (per structure)	
0 – 5,000 sq. ft.	\$660.00 per year
5,000 – 15,000 sq. ft.	\$1,105 plus \$0.028 per sq. ft.
15,000 – 1,000,000 sq. ft.	\$1,655 plus \$0.028 per sq. ft.
1,000,000 sq. ft. or more	\$30,005.00 plus \$0.016 per sq. ft.
Solar Farm	\$42.00 per acre

Vacant Parcel \$0.105 per Acre  
(with no primary structure)

**2. Staff is recommending the following fire fee for 2023:**

Residential (per structure) \$ 120.00 per year plus \$0.02 per sq. ft.

Multi-Family (per structure)

One to Four Units \$ 120.00 per year plus \$0.02 per sq. ft.

Five or more Units \$ 80.00 for each additional unit plus \$0.02 per sq. ft.

Commercial (per structure) \$ 350.00 per year plus \$0.05 per sq. ft.

Industrial (per structure) \$ 500.00 per year plus \$0.05 per sq. ft.

Solar Farm \$ 50.00 per acre

Vacant Parcel \$ 0.105 per Acre  
(with no primary structure)

**Alternatives for Commission to Consider:**

1. Approve the proposed fire fees resolution.
2. Do not approve the proposed fire fees resolution.
3. Provide Staff with direction.

**Recommended Alternative:**

Staff recommends alternative number 1 – approve the proposed fire fees resolution.

**Other Alternatives:**

none

**Department Review:** *(list departments)*

Finance, Fire & Rescue, County Manager

**Funding Source:**

n/a

**Attachments:**

Resolution to set the 2023 fire fees

**RESOLUTION TO SET THE 2023 FIRE FEES**

A resolution to provide the adoption of the 2023 fire fees for the government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2023 fire fees for the County Government of Effingham County, Georgia, are hereby adopted as follows:

<b>Residential</b> (per structure)	\$ 120.00 per year + \$ 0.02 per sq. ft.
<b>Multi-Family</b> (per structure)	
One to Four Units	\$ 120.00 per year + \$ 0.02 per sq. ft.
Five or more Units	\$ 80.00 for each additional unit + \$ 0.02 per sq. ft.
<b>Commercial</b> (per structure)	\$ 350.00 per year + \$ 0.05 per sq. ft.
<b>Industrial</b> (per structure)	\$ 500.00 per year + \$ 0.05 per sq. ft.
<b>Solar Farm</b>	\$50.00 per Acre
<b>Vacant Land</b> (with no primary structure)	\$0.105 per Acre

Said fees shall be initially collected at the time of issuance of a building permit and thereafter assessed in conjunction with yearly property taxes.

Adopted by the Effingham County Board of Commissioners this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Wesley Corbitt, Chairman  
Effingham County Board of Commissioners

Attest:

\_\_\_\_\_  
Stephanie Johnson, County Clerk



## Staff Report

**Subject:** Award of Contract 23-ITB-031 for the EMS and Prison Maintenance Building Construction Project to McWright LLC

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS/Prison

**Meeting Date:** June 20, 2023

**Item Description:** Contract 23-ITB-031 for the EMS and Prison Maintenance Building Construction Project to McWright LLC

**Summary Recommendation:** Staff recommends approval of Contract 23-ITB-031 for the EMS and Prison Maintenance Building Construction Project to McWright LLC for a total of \$2,942,170.00.

### Executive Summary/Background:

- In April, staff posted an ITB for the construction of a new Prison Maintenance Building located on the Public Works Campus, and the expansion/renovation of the EMS building located on 1<sup>st</sup> Street Ext. in Springfield.
- Bids were unsealed on June 5, and three bids were received.
  - McWright LLC - \$2,942,170.00
  - Paul S. Akins Company, Inc. - \$3,034,700.00
  - Copper Construction Co., Inc. - \$3,381,674.00
- Bids have been reviewed by staff and DPR, the architecture firm working on the project, and the recommendation is award to McWright LLC. McWright recently completed the construction of Fire Station #13.

### Alternatives for Commission to Consider

1. Award Contract 23-ITB-031 for the EMS and Prison Maintenance Building Construction Project to McWright LLC for a total of \$2,942,170.00.
2. Take no action.

### Recommended Alternative: 1

#### Other Alternatives: 2

**Department Review:** Finance, County Manager, Purchasing, DPR, County Attorney

**Funding Source:** Both projects are in SPLOST. A budget amendment will be necessary for both projects.

#### Attachments:

1. Contract 23-ITB-031 with McWright LLC
2. Bid Tabulation

INVITATION FOR BID

23-ITB-031

EMS AND PRISON MAINTENANCE BUILDING CONSTRUCTION



Effingham County  
804 S Laurel Street  
Springfield, GA 31329

Effingham County  
INVITATION FOR BID

23-ITB-031

EMS AND PRISON MAINTENANCE BUILDING CONSTRUCTION

- I. AGREEMENT .....

# 1. AGREEMENT

## 1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-ITB-031 EMS AND PRISON MAINTENANCE BUILDING CONSTRUCTION

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and McWright LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

### 1.2. Article 1 - WORK

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

Effingham County GA is soliciting bids from experienced and qualified General Contractors who are interested in submitting a proposal and entering into a contract for the construction of the EMS Expansion and the Public Works Complex building. Both projects will be constructed under the same contract. The EMS expansion is a 5,000 SF pre-engineered metal building with 3 overhead doors, two restrooms, a large meeting room, and a reinforced storage room. It is connected to the existing structure with a small hall. The site work includes 15 new parking spaces, sidewalks, new curb and gutter, a reworked detention pond and heavy-duty concrete pavement to the new bays. The Public works building is located ¼ mile from the EMS expansion. It is a 10,000 SF pre-engineered metal building divided into two units. The first unit is for general maintenance and the second unit use is TBD. The two units are divided by a two-hour wall. There are two structures on site that will need to be removed prior to the construction of the new building. Included in the site work is a 11-space parking lot, sidewalks, a new pump station, and approximately 600LF of 2” force main.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-ITB-031, EMS AND PRISON MAINTENANCE BUILDING CONSTRUCTION

### 1.3. Article 2 - ENGINEER

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

### 1.4. Article 3 - CONTRACT TIMES

3.01. Time of the Essence

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

3.02. Days to Achieve Completion and Final Payment

The Work will be completed within 365 days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$2,942,170.00, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-ITB-031.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. *Submittal and Processing of Payments*

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02. *Progress Payments; Retainage*

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

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

- a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and
- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

*6.03. Final Payment*

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

**1.8. Article 7 - INTEREST**

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

**1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

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

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

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

**1.10. Article 9 - CONTRACT DOCUMENTS**

*9.01. Contents*

A. The Contract Documents consist of the following:

1. This Agreement, all pages inclusive
2. General Conditions, as listed in 23-ITB-031 document
3. Supplemental Conditions, as listed in 23-ITB-031 document
4. Specifications as listed in the table of contents of the Project Manual.



- 5. Addenda numbers 1 to 4, inclusive
- 6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
  - b. Documentation submitted by Contractor prior to Notice of Award.
- 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award .
  - b. Notice to Proceed.
  - c. Work Change Directives.
  - d. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this CONTRACTS DOCUMENTS section.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - A Field Order;
    - 1. A/E's approval of a Shop Drawing or Sample; or
    - 2. A/E's written interpretation or clarification.

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

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

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the

County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

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

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

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

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

### 1.12. Article 11 - INDEMNIFICATION

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

amount of coverage provided by any insurance maintained by the CONTRACTOR.

### 1.13. Article 12 - INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

### 1.14. Article 13 - MISCELLANEOUS

#### *13.01. Terms*

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

#### *13.02. Assignment of Contract*

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

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

#### *13.03. Successors and Assigns*

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

#### *13.04. Severability*

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

#### *13.05. Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in

competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

**COUNTY:**

**Effingham County Board of Commissioners**

By: \_\_\_\_\_  
Title: Chairman

Attest: \_\_\_\_\_  
Title: County Clerk

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

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fee Proposal		Copper Construction Co., Inc.	McWright LLC	Paul S. Akins Company, Inc.
Line Item	Description	Total	Total	Total
1	EMS Expansion - COMPLETE	\$1,426,779.00	\$1,242,000.00	\$1,317,000.00
1A	EMS ADD ALTERNATE 1- Contractor shall add 600 AMP, double pole manual transfer switch as called out on sheet E4 key note #6	\$20,788.00	\$27,170.00	\$12,200.00
2	Public Works Facility - COMPLETE	\$1,934,107.00	\$1,673,000.00	\$1,705,500.00
	<b>Total</b>	<b>\$3,381,674.00</b>	<b>\$2,942,170.00</b>	<b>\$3,034,700.00</b>



## Staff Report

**Subject:** Approval of PO with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS

**Meeting Date:** June 20, 2023

**Item Description:** PO with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance

**Summary Recommendation:** Staff recommends approval of PO Q-00445-1 with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance in the amount of \$199,582.00.

### Executive Summary/Background:

- There is still uncertainty regarding the receipt times for the five (5) ambulances that we currently have on order. There is a possibility that we will still be limited in what we receive. This caused staff to look at other available options.
- Custom Truck and Body Works has supplied a quote for one Type III 14' Ambulance, a Chevy G4500. They currently have these available on their lot. The Board approved the purchase of this same ambulance in March, and staff is requesting a second one as it has become available. Receipt of the ambulance is estimated by the second quarter of 2024.
- Here are some differences between our current units and this unit:
  - The type III chassis is 169" modules vs our current 149" modules
  - The type III units are gas engines, 6.6L V8 engine
  - There is no GPS or backup camera, although an aftermarket backup camera has been added
  - A Go Industries brush guard has been included instead of a Ranch hand guard.
  - This unit does not have liquid springs.
- EMS Director, Wanda McDuffie, has reviewed the specs and information and is requesting approval for this unit.

### Alternatives for Commission to Consider

1. Approval of PO Q-00445-1 with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance in the amount of \$199,582.00.
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

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

**Funding Source:** SPLOST, budget amendment may be necessary

**Attachments:** PO Q-00445-1

# PURCHASE ORDER

Item XI. 7.

## Effingham County Board of Commissioners

804 S LAUREL STREET  
 SPRINGFIELD, GA 31329  
 Phone: 912-754-2159  
 Fax: 912-754-8413

DATE: 6/20/2023  
 P.O. # Q-00445-1

### VENDOR

Custom Truck and Body Works, Inc.  
 PO Box 718  
 13787 White House Road  
 Woodbury, GA 30293  
 ATTN : Jimmy Gill  
 706-977-7095 (cell) / 706-553-9178 (office)

### SHIP TO

Effingham County Board of Commissioners  
 804 S.Laurel Street  
 Springfield, GA 31329  
 ATTN : Alison Bruton  
 912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Type III 14' Ambulance - Chevy G4500	1	\$199,582.00	\$ 199,582.00

SUBTOTAL	\$ 199,582.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 199,582.00</b>

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Custom Truck and Body Works, Inc. agrees to furnish one (1) Type III 14' Ambulance - Chevy G4500 as described in Quote Q-00445-1. The County references the terms, conditions and specifications contained in Quote Q-00445-1.

\_\_\_\_\_  
 CUSTOM TRUCK & BODY WORKS - SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 CUSTOM TRUCK & BODY WORKS - PRINT NAME

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AUTHORIZED BY - SIGNATURE

CHAIRMAN  
 \_\_\_\_\_  
 AUTHORIZED BY - TITLE

WESLEY CORBITT  
 \_\_\_\_\_  
 AUTHORIZED BY - PRINT NAME

\_\_\_\_\_  
 AUTHORIZED DATE



Item XI. 7.

**Quote #:** Q-00445-1  
**Date:** 6/5/2023 8:38 AM  
**Expires On:** 8/5/2023

**Custom Truck and Body Works, Inc.**

*Manufacturers of Custom Emergency Apparatuses*  
 13787 White House Rd  
 Woodbury, GA 30293  
 United States  
 Main Line: 706-655-4300

**SHIPPING**

WANDA MCDUFFIE  
 Effingham County  
 ,  
 (912) 754-2148  
 wmcduffie@effinghamcounty.org

**BILL TO**

EFFINGHAM COUNTY EMS  
 ,

Name	Direct Line	E-Mail Address
Jimmy Gill	(706) 977-7095	jimmy@customtruckandbodyworks.com
Payment Terms	Delivery Method	Delivery Terms
Due on Receipt	Pickup at CTBW	150 to 180 Business Days After Receipt of Chassis

*Dear WANDA MCDUFFIE,*


*Custom Truck and Body Works would like to thank you for the opportunity to work with your department on this project. We have prepared this quote based on the information that has been provided to us. We are certain that we can meet or exceed any needs and expectations you may have. Please review the attached documents and if there should be any questions, clarifications or any additional information please do not hesitate to contact me. We look forward to hearing from you soon.*

*Sincerely,  
 Jimmy Gill*

**TYPE III 14' AMBULANCE-CHEVY G4500**

**\$199,582 Each**


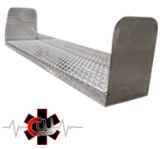


**MODULAR BODY**





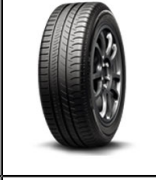


1		Modular Body - Type III 14'	The ambulance body 169"L x 96"W x72"H shall be constructed of custom designed aluminum extrusions and aluminum plate. The ambulance body shall be designed and engineered specifically as an emergency vehicle and shall be built to meet the heavy-duty requirements of emergency service.	
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**CHASSIS**

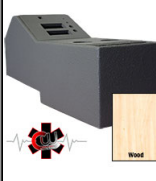


1	Each	Chassis - Chevy G4500 - 4x2 - Gas - 100CA		<p><b>Photo Coming Soon</b></p>
1	Each	Chassis Add On #1	Non Standard Additional Chassis Add On	<p><b>+ CHASSIS Add-Ons</b></p>
<b>Go Industries Brush Guard</b>				
1	Each	Chassis Add On #2	Non Standard Additional Chassis Add On	<p><b>+ CHASSIS Add-Ons</b></p>
<b>LED LIGHT BAR</b>				

**CHASSIS ADD ON**






1	Set	Wheel Inserts - Phoenix - Chevy G3500/ G4500 (Standard)		
1	Set	Running Boards - Driver & Passenger - Reg Cab - NFPA (Standard)	Diamond plate running boards shall be provided and installed on the cab of the module to the chassis manufacturers recommendation.	
2	Set	Lights - Grille - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the front grill of the chassis.	 <p><b>WHELEN</b></p>
2	Set	Lights - Front Intersection - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the fenders of the chassis.	 <p>170</p>

1	Set	Speaker - Cast - Chevrolet G3500/G4500 (Standard)	Two (2) 100-watt speakers shall be installed through the front OEM bumper.	 Item XI. 7.
1	Each	Back Up Camera - 7" Monitor Installed On Windshield (Standard)	An exterior Back Up Camera With 7" Monitor shall be mounted on the windshield.	
2	Set	Fire Extinguisher - 5Lb w/ Bracket (Standard)	5lb Fire Extinguisher shall be shipped loose.	
1	Set	Mud Flaps	Set of heavy-duty, thick rubber material mud flaps shall be as wide as the dual rear wheels.	
1	Each	Spare Tire	A spare tire shall be provided with the chassis.	
1	Each	Alarm - Backup	An audible alarm shall be installed to activate when the vehicle is placed into reverse gear. There shall be installed on the front console and wired through the vehicle electrical system, a momentary cutoff switch to disable the alarm.	
1	Set	Engine Block Heater - Wire - Shoreline	The chassis engine block heater shall be wired to shoreline power.	




**CHASSIS CONSOLE**

1	Each	Console - Wood - Gray (Standard)	A wood scorpion coated console with (2) cup holders and map slot shall be provided between the driver and passenger seat.	
2	Each	Siren - (Standard)	A Whelen 295SLSA1 single tone siren shall be installed in the cab console.	
1	Each	Spotlight - Go Light LED w Remote Control	12V LED spotlight shall be installed on the cab roof.	 171

L1 COMPARTMENT



1	Each	L1 Compartment	Street Side Forward Compartment Dimensions: H72"x W22"x D22"	
1	Each	O2 Bracket Kit - Universal Cylinder w Ratchet Straps (Standard)	There shall be a Universal Zico Cylinder Bracket QRM-V O2 bottle mount to the back wall to allow the department to utilize both "M" cylinder and "H" cylinder bottles. LOCATION=BACK WALL	
1	Each	O2 Wrench	An aluminum O2 wrench provided near the O2 bracket in the Oxygen compartment.	
1	Each	Oxygen Regulator - 50 PSI	50 PSI Pre-Set diaphragm regulator with nut and nipple connection for large cylinders and preset to 50 PSI.	
2	Each	Portable O2 Bracket Kit - D Cylinder - Zico QR-D-2		

L2 COMPARTMENT




1	Each	L2 Compartment	Street Side Intermediate Compartment Dimensions: H40"x W45"x D20"	
1	Each	Inverter - Vanner 1100 (Standard)	A Vanner 1100 watt Inverter with 50 amp battery charger shall be provided and installed in the streetside exterior L2 compartment.	
1	Each	Inverter - Pre Wire	A pre-wire for installation of the inverter shall be provided in the L2 compartment.	



L3 COMPARTMENT

1	Each	L3 Compartment (Standard)	Street Side Rear Compartment Dimensions: H40"x W37"x D20"	<div data-bbox="1421 65 1555 128" data-label="Text"> <p>Item XI. 7.</p> </div> 
<b>Double doors on compartment</b>				
1	Each	Adjustable Shelf - L3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the L3 compartment mounted on shelf track.	


R3 COMPARTMENT


1	Each	R3 Compartment	Curb Side Rear Compartment Dimensions: H72"x W20"x D20"	
<b>(2) straps and buckles across the back board storage area</b>				
2	Each	Adjustable Shelf - R3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the R3 compartment mounted on shelf track.	
1	Each	Backboard Divider - R3 Compartment	A vertical divider shall be mounted center of the back board compartment.	

R2 COMPARTMENT



1	Each	R2 Compartment	Curb Side Intermediate Compartment Dimensions: H24"x W20"x D20"	<div data-bbox="1437 1388 1572 1535" data-label="Text"> <p><b>Photo Coming Soon</b></p> </div>
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R1 COMPARTMENT







1	Each	R1 Compartment	Curb Side Forward Compartment Dimensions: H57"x W22"x D20"	
1	Each	ALS Access with Slide Out & Battery Tray		<div data-bbox="1437 1887 1572 2034" data-label="Text"> <p><b>Photo Coming Soon</b></p> </div> <div data-bbox="1490 1990 1555 2032" data-label="Text"> <p>173</p> </div>



1	Each	R1 Battery Box Compartment	Battery Box Compartment Dimensions: H13"x W22"x D20"	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item XI. 7.</div> 
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#### EMERGENCY LIGHT PACKAGE








1	Set	Lights - M Series - Red & White LED Warning w Clear Lens (7 Front Wall R/W/R/W/R/W/R) (Standard)	Whelen M9 LED warning lights shall be installed on the module in the specified configuration. (7) front wall lights, (4) side body lights, (3) rear upper, and (2) lower window level lights.	 <b>M9</b> <b>Clear Lens</b> <b>WHELEN</b> <small>TRUSTED TO PERFORM</small>
2	Each	Lights - Rear Intersection - M7 Red LED w Clear Lens - Warning Light	Whelen M7 LED warning lights shall be installed above both rear wheels on the module	 <b>WHELEN</b> <small>TRUSTED TO PERFORM</small>

#### NON-EMERGENCY LIGHTS - EXTERIOR




1	Each	Lights - Compartment - Single - LED Strip Lights (Standard)	Each exterior compartment shall have one (1) strip LED light installed full height on each side of the door opening.	 <b>HANSEN</b> <small>INTERNATIONAL</small>
6	Set	Lights - Scene - M9 LED (Standard)	Whelen M Series LED Scene Lights shall be installed (2) two on rear, (2) per side of the ambulance modular body.	 <b>WHELEN</b> <small>TRUSTED TO PERFORM</small>
2	Set	Lights - Stop/Turn/Tail - M6 Series LED (Standard)	Whelen M Series LED Brake, Back Up and Turn signals with individual bezels installed on the rear of the module.	 <b>WHELEN</b> <small>TRUSTED TO PERFORM</small>
1	Set	Lights - ICC Marker - Red & Amber LED	7 LED Red and 7 LED Yellow ICC lights installed on the upper module perimeter to meet DOT requirements.	
1	Each	Light - Stepwell - LED	LED Stepwell light installed at the entry steps of the module.	 <b>INNOVATIVE</b> <small>LIGHTING</small>
1	Each	Lights - Tag Bracket - LED	LED lighting installed at the the tag bracket to meet DOT requirements.	 <b>Epi</b> <small>LED LIGHTING</small>

2	Set	Lights - Docking - 6" Oval White	6" LED lights installed at the rear bumper to provide additional back up lighting.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item XI. 7.</div>  
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**MODULAR EXTERIOR**

1	Each	Shoreline - 30A/120V - Auto Eject - Blue Cover	A 30 amp automatic power line disconnect system shall be furnished for the vehicle shoreline.	 
2	Set	Fenderette - Aluminum (Standard)	Polished aluminum fender flair shall be installed around the rear wheel well openings.	
1	Each	Window - Side - Sliding - Dark Tint (Standard)	Tinted high black aluminum framed sliding window is to be centered on the side entry door.	
2	Each	Window - Rear - Fixed - Dark Tint (Standard)	Tinted high black aluminum framed fixed window is to be centered on each rear entry door.	
1	System	Door Locks - Power - 6 Compartments & 2 Entry Doors w Hidden Stealth Switch	Install Power Door locks on all Compartments and Patient Entry Side and Rear Doors. Lock/unlock can be initiated by key fob, remote switch or by Cab & Driver's Side electric locks.	  <small>All Compartment and Entry Doors</small>






**MODULAR EXTERIOR - COMPARTMENT  
DETAIL**

1	Set	Compartments - Scorpion - Gray (Standard)	Scorpion coated finish on all exterior compartments.	  Gray
1	Set	Drip Rails - Aluminum		


**PAINT**


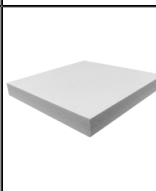




1	Each	Paint Type - Modular Body - 1 Color	The module shall be a single tone paint to match the OEM chassis or customer specified paint code.	<div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 5px;">Item XI. 7.</div> 
1	Each	Paint Type - Chassis - OEM (Standard)	Chassis shall be painted OEM one color to match fleet.	

**VINYL GRAPHICS**




1	Set	Door Panels - Chevron (Standard)	Aluminum plate door panels on all exterior doors with 12" of reflective chevron.	
1	Set	Vinyl Graphics - Star of Life Reflective Package	KKK-Spec reflective SOL package provided with the graphics package. *Exact color and location to be determined at the pre-construction meeting*	
1	Set	Vinyl Graphics - Lettering & Decals	Lettering and department decals designed and printed on 3M 680CR reflective material and laminated with UV protective laminate.	
1	Each	Rear Chevron - Reflective	Printed rear chevrons that meets the existing fleet/ customer specifications. Printed on 3M IJ680CR reflective material. **Color to be determined at Precon**	
1	Each	Vinyl Graphics - Star of Life (Large)	Large printed Star of Life, installed on the front or rear of module. Printed on 3M IJ680CR reflective material. **Color and location to be determined at Precon**	
Custom swoosh and SOL to match existing units				

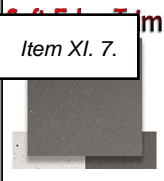


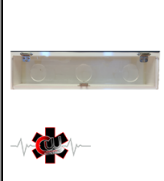


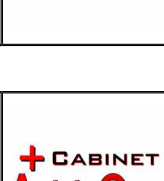
**MODULAR INTERIOR**

1	Each	Panel - Power - Location - Interior (Standard)	A printed circuit board shall be installed in the interior electrical cabinet behind attendant seat.	
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1	Each	Flooring - Gun Metal Gray - Lonplate 3" (Standard)	Lonplate heavy duty floor covering installed above the PVC sub floor, rolled up on each side 3".	
1	Each	Flooring - Composite PVC Sub Flooring	PVC composite sub flooring shall be installed above the aluminum sub floor.	
1	System	Insulation - Polyfiber (Standard)	The modular ambulance body shall be insulated with a non-flammable Polyfiber insulation.	
1	Each	Mount - Defibrillator for Lifepak 12/15- Ferno	A Ferno Life Pack 12/15 monitor mount shall be supplied and installed at delivery. Customer location determined during the pre-build conference.	
1	Each	Heater - Aux 110 - 1500W	A 110v auxiliary heater shall be supplied and installed. Location shall be determined during the pre-build conference.	
<b>Mounted above CPR seat</b>				
6	Each	Emergency Release Latch	Curb and Rear entry doors shall come with upper and lower emergency release latches, in the event of failure to exit the module.	

**MODULAR INTERIOR - CABINET DETAIL**










1	Set	Cabinets - Plywood - 1 Tone - Matte Gray (Standard)	Cabinets shall be constructed of 3/4" plywood with a high-pressure plastic matte Gray laminate finish.	
1	Set	Windows - Life Defender - Fixed (Standard)	Austin Hardware Gen II Life Defender cabinets, with clear plexi and fixed sliding windows.	
1	Each	Seat - CPR		

1	Each	Countertops - Gray - Soft Edge Trim (Standard)	Solid Surface material counter tops at the action and telemetry areas. Gray in color.	
1	Each	Cabinet - Plywood - Over Rear Door	Cabinet located over the rear entry door, providing one storage section.	
1	Each	Cabinet - Plywood - Squad Bench Overhead	Cabinet located over the squad bench, divided into two separate storage sections.	
1	Each	Cabinet - Plywood - Glove Box	Cabinet located over the side entry door, providing storage for three glove boxes.	
1	Each	Cabinet Add On #1	Non Standard Additional Cabinet Add On	
<b>Add 110V in overhead cabinet closest to curbside entry door</b>				
1	Each	Cabinet Add On #2	Non Standard Additional Cabinet Add On	
<b>Cabinet above pass thru</b>				
1	Each	Cabinet Add On #3	Non Standard Additional Cabinet Add On	
<b>cabinet below pass thru</b>				


**MODULAR INTERIOR - ELECTRICAL**



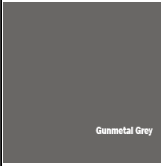




2	Set	Antenna - Coax	Two [2] 10-gauge power and two [2] ground wires, two [2] RG58U coax cables, and two [2] PL259 connectors.	
3	Each	Outlet - 12V	12 Volt DC 20 Amp cigar style outlets will be located in the action area and in the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	









6	Each	Outlet - 110V - Lighted	110 Volt AC GFI duplex lighted outlets will be located in the action area, the telemetry, as well as the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	<div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 5px;">Item XI. 7.</div> 
1	Each	Outlet - Oxygen - Single	A single O2 outlet provided at the head end of the squad wall. *Exact location & quantity can be changed at pre-construction meeting*	
1	Set	Outlet - Oxygen - Dual	Dual O2 outlets shall be provided in the action area. *Exact location & quantity can be changed at pre-construction meeting*	
1	Each	Outlet - Vacuum	Ohio style quick disconnect vacuum outlet provided in the action area wall.	
1	Each	Electrical System - RCTronics 12V (Standard)	12v RC Tronics switch panel electrical system shall be provided in the cab console and in the action area of the module.	 <small>R.C. Tronics</small>
2	Each	Pre Wire - 12V Radio	12v radio pre-wires at the front console and rear action area. *Exact location and quantity can be changed at the pre-construction meeting*	
1	Each	Vacuum Pump	Electric vacuum pump installed in the L-2 exterior compartment, plumbed to the vacuum outlet on the rear action area wall.	 <b>SSCOR</b>
1	Each	Timer - 15 Minute Delay	A 15-minute mechanical timer shall be provided and installed at the head of squad bench adjacent to the side entry door. Timer to control the curb side dome lights.	
1	Each	Clock - Digital - Intellitec (Standard)	A digital EMS clock shall be provided at the Action Area wall.	 <b>Intellitec</b>

**MODULAR INTERIOR DETAILS**

1	Each	Suction - Rico - Action Area (Standard)	A RICO RS4X disposable aspirator will be installed in the action area and connected to the vacuum inlet by a quick connect coupler.	 <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-top: 5px;">179</div>
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2	Set	IV Hanger - Ceiling Mount (Standard)	IV Hangers will be recessed in the ceiling over the head and foot end of the primary cot.	<p>Item XI. 7.</p>  
1	System	Upholstery - Vinyl - Gunmetal Gray (Standard)	Seamless vacuum formed vinyl material, gun metal gray, provided on the attendant seat, squad bench cushions and CPR cushions.	
1	System	Cot Fastener - Floor Plate w Power Source - Stryker	A cot fastener Floor Plate with Power Source shall be center mounted on the floor of the module.	 <p>With Power Source</p> 
<b>Customer supplied floor plate and power load</b>				
1	System	Cot Fastener Mount - Center (Standard)	The cot fastener shall be center mounted in the patient module.	
1	Set	Seat - Attendant Child 3 Point Safety - Gunmetal Gray w Swivel Base - Wise (Standard)	Attendant seat with child safety seat, 3 point harness and swivel base shall be located at the head end of the primary cot.	
1	System	Riser - Stainless Steel - Interior		<b>Photo Coming Soon</b>

#### HVAC SYSTEM

1	System	AC - 12 Volt - Ducted with Bottom Mount Condenser (Standard)	Hoseline brushless 12VDC HVAC system located on the front bulkhead and shall be ducted down the ceiling of the patient compartment.	 
1	Each	Exhaust Fan	The patient compartment shall be ventilated with fresh outside air via one (1) static intake vent and one (1) power exhaust vent.	 
2	Each	Cowl Vent	An aluminum cowl vent shall be provided on the exterior to cover the intake vent.	 

1	Each	Filter - Hepa	A hepa filter shall be installed in the HVAC intake.	Item XI. 7.
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**WE LOOK FORWARD TO BUILDING THIS AMAZING VEHICLE FOR YOUR DEPARTMENT!**

## Staff Report

**Subject:** Consideration to approve Amendment 2 for the agreement with The City of Pooler for the use of an inmate work detail

**Author:** Alison Bruton, Purchasing Agent.

**Department:** Purchasing and Prison

**Meeting Date:** June 20, 2023

**Item Description:** Inmate Work Detail Agreement with the City of Pooler

**Summary Recommendation:** Staff recommends approval of Amendment 2 for the Agreement between the City of Pooler and Effingham County for the use of an inmate work detail

### Executive Summary/Background:

- The County currently has an Agreement in place with the City of Pooler for the use of an inmate work detail. The term of the Agreement is July 1, 2017 to June 30, 2018 with additional one-year renewals at the end of each term unless otherwise cancelled.
- Effingham County provides a Correctional Supervisor to supervise the work crew. The City of Pooler will reimburse the County for the cost of employing the Correctional Supervisor.
- The City of Pooler supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Pooler pays for fuel to run the vehicle and equipment.
- The City of Pooler pays for the maintenance of the vehicle and equipment.
- The City of Pooler provides all equipment and tools, including safety equipment.
- The cost of the agreement to the City of Pooler is \$75,000.00 per year, which includes the cost of employing the Correctional Supervisor. Amendment 1 increases this fee to \$80,000.00 due to the increased average in the CO salary, and Amendment 2 increases this fee to \$85,000.
- The Agreement can be terminated at any time, by either party with 90 days written notice to the other party.
- The City Manager of Pooler has confirmed that the City would like to renew the Agreement for an additional one year term.

### Alternatives for Commission to Consider

1. Consideration to approve Amendment 2 for the agreement with The City of Pooler for the use of an inmate work detail.
2. Cancel the Agreement between the City of Pooler and Effingham County for an inmate work detail.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing & Prison

**Funding Source:** All costs to administer the Agreement are paid by the City of Pooler.

### Attachments:

1. Work detail Agreement
2. Amendment 1 and 2

State of Georgia  
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF POOLER, GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates pursuant to a contract with the Georgia Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and

WHEREAS, the City of Pooler, Georgia hereinafter referred to as "the City of Pooler" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Pooler;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

WITNESSETH:

PART A

Effingham County and the City of Pooler agree to the following:

- (1) Effingham County shall supply to The City of Pooler a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Pooler and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Pooler, Georgia for work detail purposes.
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Pooler, Georgia. The City of Pooler shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Pooler, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Pooler, Georgia as well as between work sites within The City of Pooler.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Pooler work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Pooler. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) The City of Pooler will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Pooler, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1(33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Pooler equipment.
- (8) The City of Pooler shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.
- (9) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Pooler's Public Works Director prior to performing the maintenance. The City of Pooler shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.
- (10) The City of Pooler shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Pooler shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Pooler Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Pooler will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days



of receipt. The total cost under this agreement is seventy-five thousand Dollars (\$75,000) per year. This will be prorated for the initial term of June 6, 2017 through June 30, 2018 for a total cost of eighty thousand two hundred eight dollars and 33 cents (\$80,208.33). This cost includes the correctional supervisor's salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Pooler each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.

- (12) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (13) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.
- (15) 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.

NOW WHEREAS, This Agreement will become effective on this \_\_\_\_\_ day of June, 2017, upon execution by all parties and will be in effect for the duration of the year, July 1, 2017 through June 30, 2018. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

The foregoing is agreeable, this 16<sup>th</sup> day of May, 2017

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt  
Wesley Corbitt, Chairman

Attested: S. Johnson  
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY PRISON

BY: \_\_\_\_\_  
Victor Walker, Warden

THE CITY OF POOLER, GEORGIA

BY: Michael F. Lamb  
Mike Lamb, Mayor

ATTESTED BY: Maribeth Lindler  
Maribeth Lindler, City Clerk

Agreement reviewed and approved by County Attorney,

Amendment No. 1 to the  
Inmate Labor Agreement  
Executed May 16<sup>th</sup>, 2017  
between  
Board of Commissioners of Effingham County  
and  
The City of Pooler, Georgia

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7<sup>th</sup> day of June, 2022 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Pooler, Georgia** ("CITY OF POOLER") with offices at 100 US-80, Pooler, GA. 31322.

WHEREAS, THE COUNTY and the CITY OF POOLER entered into an Agreement dated May 16, 2017 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Fee: This Amendment allows for an increase of five thousand dollars (\$5,000), bringing the agreement total to eighty thousand dollars (\$80,000) for FY23.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

The City of Pooler, Georgia

By: [Signature]

Printed Name: ROBERT H. BYRD JR

Title: City Manager

Dated: 5/25/2022

Effingham County Board of Commissioners

By: [Signature]

Printed Name: Wesley Corbitt

Title: Chairman

Dated: 06/07/2022

**Amendment No. 2 to the  
Inmate Labor Agreement  
Executed May 16<sup>th</sup>, 2017  
between  
Board of Commissioners of Effingham County  
and  
The City of Pooler, Georgia**

**THIS AMENDMENT NO. 2** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Pooler, Georgia** ("CITY OF POOLER") with offices at 100 US-80, Pooler, GA. 31322.

**WHEREAS**, THE COUNTY and the CITY OF POOLER entered into an Agreement dated May 16, 2017 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Fee: This Amendment allows for an increase of five thousand dollars (\$5,000), bringing the agreement total to eighty-five thousand dollars (\$85,000) for FY24.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

**The City of Pooler, Georgia**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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

## Staff Report

**Subject:** Approval of Amendment 2 to the agreement with The City of Guyton for the use of an inmate work detail

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing / Prison

**Meeting Date:** June 20, 2023

**Item Description:** Approval of Amendment 2 to the agreement with The City of Guyton for the use of an inmate work detail

**Summary Recommendation:** Staff recommend Approval of Amendment 2 to the agreement with The City of Guyton for the use of an inmate work detail.

### Executive Summary/Background:

- The County currently has an Agreement in place with the City of Guyton for the use of an inmate work detail.
- Effingham County provides a Correctional Supervisor to supervise the work crew. Per Amendment 2, the City of Guyton will reimburse the County \$65,565 for the cost of employing the Correctional Supervisor. The City was given a 3% discount per the Service Delivery Strategy, with the full average salary/benefits being \$64,500.
- The City of Guyton supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Guyton pays for fuel to run the vehicle and equipment.
- The City of Guyton pays for the maintenance of the vehicle and equipment.
- The Agreement can be terminated at any time with 90 days' written notice to The City of Guyton.
- The County Attorney has previously reviewed and approved to form the agreement.

### Alternatives for Commission to Consider

1. Board approval of Amendment 2 for the Agreement between the City of Guyton and Effingham County for the use of an inmate work detail
2. Do not approve Amendment 2 for the Agreement between the City of Guyton and Effingham County for the use of an inmate work detail

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing & Prison

**Funding Source:** All costs to administer the Agreement are paid by the City of Guyton.

### Attachments:

Work Detail Agreement.

State of Georgia  
County of Effingham

**THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF GUYTON, GEORGIA FOR THE USE OF EFFINGHAM COUNTY CORRECTIONAL INSTITUTION INMATES ON CITY PROPERTY.**

**WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates at the Effingham County Correctional Institution ("Prison") pursuant to a contract with the Georgia Department of Corrections; and**

**WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and**

**WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and**

**WHEREAS, the City of Guyton, Georgia, hereinafter referred to as "the City of Guyton" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Guyton;**

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**WITNESSETH**

**PART A**

**Effingham County and the City of Guyton agree to the following:**

- (1) Effingham County shall supply to The City of Guyton a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Correctional Institution, located in Guyton, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Guyton and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.**
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other Effingham County Correctional**



Institution inmate employees (Monday through Friday, 7:00 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Correctional Institution, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) Effingham County shall be responsible for the care, custody, clothing, feeding, medical care, and hospital care of said inmates while traveling to and from or working within the City of Guyton, Georgia for work detail purposes.
- (4) Effingham County will be responsible for guarding and supervising said inmates at all times while working within The City of Guyton, Georgia. The City of Guyton shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Guyton, the "ride vehicle") of the work detail to and from the Effingham County Prison Correctional Institution to work sites within the incorporated limits of The City of Guyton, Georgia as well as between work sites within The City of Guyton.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Guyton work detail shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Guyton. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only. When the County purchases gas on the fuel-purchasing card, if the pump prompts the operator to do so, he will input the current mileage shown on the ride vehicle's odometer.
- (7) Effingham County shall indemnify and hold harmless the City of Guyton, Georgia, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of Effingham County, its officers, representatives, agents, employees, and inmates as to the supervision or guarding of inmates, misuse of City/County property, or any other activity related to the work detail under this Agreement, regardless of the status of the inmate as a county or state

prisoner; provided that Effingham County shall not be liable for damage or injury resulting from the non-performance or negligent performance of work by the inmates. While nothing stated herein shall be deemed to constitute a waiver of Effingham County's sovereign immunity as to claims raised by third parties, Effingham County waives sovereign immunity as a defense to any demand by the City of Guyton that the County indemnify it pursuant to this paragraph.

- (8) The City of Guyton shall indemnify and hold harmless Effingham County, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of the City of Guyton, its officers, representatives, agents, and employees, related to the work detail and/or providing a safe workplace, under this Agreement. While nothing stated herein shall be deemed to constitute a waiver of The City of Guyton's sovereign immunity as to claims raised by third parties, The City of Guyton waives sovereign immunity as a defense to any demand by Effingham County that the City indemnify it pursuant to this paragraph.
- (9) The City of Guyton will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail.
- (10) The City of Guyton shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison. The correctional supervisor shall use his discretion to ensure the inmates wear and use the appropriate safety equipment required by the type of work to be performed.
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the ride vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Guyton's City Manager prior to performing the maintenance. The City of Guyton shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary ride vehicle maintenance shall be paid within thirty (30) days of receipt.
- (12) The City of Guyton shall identify the work to be performed and the location thereof; provided however, that no official, employee, or agent of the City of Guyton shall exercise any immediate control, direction, or supervision over

any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct inmates accordingly. The City of Guyton Streets City Manager or his designee shall provide this direction and communicate work assignments on a weekly basis.

- (13) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Guyton will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost of the correctional supervisor's salary and employment benefits is currently approximately Forty-seven Thousand Dollars (\$47,000.00) per year. This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Guyton each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (14) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Correctional Institution and shall follow all rules and regulations that are set forth by the County, State, Georgia Department of Corrections and Effingham County Correctional Institution.
- (15) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The Prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (16) This Agreement may be terminated at any time by either the Board of Commissioners of Effingham County or the City of Guyton, with or without cause, by providing the opposite party at least ninety (90) calendar days prior written notice.
- (17) 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.

NOW WHEREAS, This Agreement will become effective on this \_\_\_\_ day of \_\_\_\_\_, 2020, upon execution by all parties and will be in effect for the duration of the current fiscal year, through \_\_\_\_\_. At the end of the current fiscal year, this Agreement shall automatically renew for a further term of twelve (12) months, and at the end of each term of twelve (12) months for a further term of twelve (12) months unless either party terminates the Agreement in accordance with Section 16 of this Agreement.

The foregoing is agreeable this 1st day of December, 2020.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

By: Wesley M. Corbitt  
Wesley Corbitt, Chairman

Attested: S. Johnson  
Stephanie Johnson, County Clerk

**EFFINGHAM COUNTY CORRECTIONAL INSTITUTION**

By: Victor Walker  
Victor Walker, Warden

**THE CITY OF GUYTON, GEORGIA**

By: Russ Deen  
Russ Deen, Mayor

By: Hursula Pelote  
Hursula Pelote, Councilwoman

By: T.M. Reiser  
Marshal Reiser, Councilman

By: Joseph Lee  
Joseph Lee, Councilman

By: William W. Sawyer, Jr.  
William W. Sawyer, Jr., City Manager

By: Michael Johnson Jr.

Attested: *Tina Chadwick*

Tina Chadwick, City Clerk  
Agreement reviewed and approved by City Attorney,


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

Benjamin M. Perkins  
City Attorney for the City of Guyton, Georgia

Attested: \_\_\_\_\_

Tina Chadwick, City Clerk

Agreement reviewed and approved by City Attorney,

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

Benjamin M. Perkins

City Attorney for the City of Guyton, Georgia



Amendment No. 1 to the  
Inmate Labor Agreement  
Executed December 1, 2020  
between  
Board of Commissioners of Effingham County  
and  
The City of Guyton, Georgia

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7th day of June, 2022 by and between the County of Effingham ("COUNTY") with offices at 804 S Laurel Street, Guyton, GA 31329 and The City of Guyton, Georgia ("CITY OF GUYTON") with offices at 310 Central Blvd, Guyton, GA 31312.

WHEREAS, THE COUNTY and the CITY OF GUYTON entered into an Agreement dated December 1, 2020 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Fee: As a result of the Compensation and Classification Study completed by Effingham County, the salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$58,000. Based on the Service Delivery Strategy, Guyton will receive a 3% credit against that total, bringing the amount to \$56,260, a \$9,260.00 increase.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

The City of Guyton, Georgia

By: [Signature]

Printed Name: Russ Deen

Title: Mayor

Dated: 6/9/22

Effingham County Board of Commissioners

By: [Signature]

Printed Name: Wesley Corbill

Title: Chairman

Dated: 06/07/2022

**Amendment No. 2 to the  
Inmate Labor Agreement  
Executed December 1, 2020  
between  
Board of Commissioners of Effingham County  
and  
The City of Guyton, Georgia**

**THIS AMENDMENT NO. 2** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Guyton, GA 31329 and **The City of Guyton, Georgia** ("CITY OF GUYTON") with offices at 310 Central Blvd, Guyton, GA 31312.

**WHEREAS**, THE COUNTY and the CITY OF GUYTON entered into an Agreement dated December 1, 2020 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. **Term:** This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. **Fee:** The salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$64,500. Based on the Service Delivery Strategy, Guyton will receive a 3% credit against that total, bringing the amount to **\$62,565.00**.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

**The City of Guyton, Georgia**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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

## Staff Report

**Subject:** Consideration to approve Amendment 2 for the agreement with The City of Rincon for the use of an inmate work detail.

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing / Prison

**Meeting Date:** June 20, 2023

**Item Description:** Amendment 2 for the agreement with The City of Rincon for the use of an inmate work detail

**Summary Recommendation:** Staff recommends to approve Amendment 2 for the agreement with The City of Rincon for the use of an inmate work detail.

### Executive Summary/Background:

- The County currently has an Agreement in place with the City of Rincon for the use of an inmate work detail. The term of the Agreement is July 1 2016 to June 30 2017 with additional one-year renewals at the end of each term unless otherwise cancelled.
- Effingham County provides a Correctional to supervise the work crew. Per Amendment 2, The City of Rincon will reimburse the County \$54,825 for the cost of employing the Correctional Supervisor, which includes a 15% credit against the average salary per the Service Deliver Strategy.
- The City of Rincon supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Rincon pays for fuel to run the vehicle and equipment.
- The City of Rincon pays for the maintenance of the vehicle and equipment.
- The Agreement can be terminated at any time with 90 days written notice to The City of Rincon.
- The County Attorney has previously reviewed and approved to form the agreement.

### Alternatives for Commission to Consider

1. Board approval of Amendment 2 for the agreement with The City of Rincon for the use of an inmate work detail.
2. Do not approve Amendment 2 for the agreement with The City of Rincon for the use of an inmate work detail and terminate agreement.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing & Prison

**Funding Source:** All costs to administer the Agreement are paid by the City of Rincon.

### Attachments:

Work Detail Agreement.

State of Georgia  
County of Effingham

**THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF RINCON, GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY PROPERTY.**

**WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates pursuant to a contract with the Georgia Department of Corrections; and**

**WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and**

**WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and**

**WHEREAS, the City of Rincon, Georgia hereinafter referred to as "the City of Rincon" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Rincon;**

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**WITNESSETH:**

**PART A**

**Effingham County and the City of Rincon agree to the following:**

- (1) Effingham County shall supply to The City of Rincon a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Rincon and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.**
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.**

- (3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Rincon, Georgia for work detail purposes.
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Rincon, Georgia. The City of Rincon shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Rincon, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Rincon, Georgia as well as between work sites within The City of Rincon.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Rincon work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Rincon. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) Effingham County shall indemnify and hold harmless the City of Rincon, Georgia, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of Effingham County, its officers, representatives, agents, employees, and inmates as to the supervision or guarding of inmates, misuse of City/County property, or any other activity related to the work detail, under this Agreement, regardless of the status of an inmate as a county or state prisoner; provided that Effingham County shall not be liable for damage or injury resulting from the non-performance or negligent performance of work assigned to the detail. Further, nothing stated herein shall be deemed to constitute a waiver of Effingham County's or the City of Rincon's sovereign immunity.
- (8) City of Rincon shall indemnify and hold harmless Effingham County, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of the City of Rincon, its officers, representatives, agents, employees, related to the work detail and/or providing a safe workplace, under this Agreement.
- (9) The City of Rincon will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Rincon, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1(33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Rincon equipment.
- (10) The City of Rincon shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Rincon's Public Works Director prior to performing the maintenance.

The City of Rincon shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.

- (12) The City of Rincon shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Rincon shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Rincon Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (13) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Rincon will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost of the correctional supervisor's salary and employment benefits is currently approximately Forty-six Thousand, six hundred forty-six Dollars (\$46,646) per year This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Rincon each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (14) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (15) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (16) This Agreement may be terminated at any time by The Board of Commissioners of Effingham County, with or without cause, by providing The City of Rincon at least ninety (90) calendar days' prior written notice.
- (17) 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.





NOW WHEREAS, This Agreement will become effective on this 1<sup>st</sup> day of July, 2016, upon execution by all parties and will be in effect for the duration of the current fiscal year, July 1, 2016 through June 30, 2017. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

The foregoing is agreeable, this 21<sup>st</sup> day of June, 2016

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wendall Kessler  
Wendall Kessler, Chairman

Attested: Stephanie Johnson  
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY PRISON

BY: Victor Walker  
Victor Walker, Warden

THE CITY OF RINCON, GEORGIA

BY: Ken Lee  
Ken Lee, Mayor

ATTESTED BY: Dulcia King  
Dulcia King, City Clerk

Agreement reviewed and approved by County Attorney,

By: Raymond Dickey  
Raymond Dickey, Attorney for the City of Rincon, Georgia

Amendment No. 1 to the  
Inmate Labor Agreement  
Executed June 21, 2016  
between  
Board of Commissioners of Effingham County  
and  
The City of Rincon, Georgia

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7<sup>th</sup> day of June, 2022 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Rincon, Georgia** ("CITY OF RINCON") with offices at 302 S Columbia Ave, Rincon, GA 31326.

WHEREAS, THE COUNTY and the CITY OF RINCON entered into an Agreement dated June 21, 2016 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Fee: As a result of the Compensation and Classification Study completed by Effingham County, the salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$58,000. Based on the Service Delivery Strategy, Rincon will receive a 15% credit against that total, bringing the amount to \$49,300.00, a \$2,654.00 increase.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

The City of Rincon, Georgia

Effingham County Board of Commissioners

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

By: Wesley M. Corbitt

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

Dated: 06/07/2022

**Amendment No. 2 to the  
Inmate Labor Agreement  
Executed June 21, 2016  
between  
Board of Commissioners of Effingham County  
and  
The City of Rincon, Georgia**

**THIS AMENDMENT NO. 2** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Rincon, Georgia** ("CITY OF RINCON") with offices at 302 S Columbia Ave, Rincon, GA 31326.

**WHEREAS**, THE COUNTY and the CITY OF RINCON entered into an Agreement dated June 21, 2016 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Fee: The salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$64,500. Based on the Service Delivery Strategy, Rincon will receive a 15% credit against that total, bringing the amount to **\$54,825.00**
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

**The City of Rincon, Georgia**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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

## Staff Report

**Subject:** Approval of Amendment 2 to the agreement with The City of Springfield for the use of an inmate work detail

**Author:** Alison Bruton, Purchasing Agent

**Department:** Purchasing / Prison

**Meeting Date:** June 20, 2023

**Item Description:** Approval of Amendment 2 to the agreement with The City of Springfield for the use of an inmate work detail

**Summary Recommendation:** Staff recommend Approval of Amendment 2 to the agreement with The City of Springfield for the use of an inmate work detail.

### Executive Summary/Background:

- The County currently has an Agreement in place with the City of Springfield for the use of an inmate work detail. The term of the Agreement is April 1 2017 to June 30 2017 with additional one-year renewals at the end of each term unless otherwise cancelled.
- Effingham County provides a Correctional Supervisor to supervise the work crew. Per Amendment 2, the City of Springfield will reimburse the County \$62,565 for the cost of employing the Correctional Supervisor. The City was given a 3% discount per the Service Delivery Strategy, with the full average salary/benefits being \$64,500.
- The City of Springfield supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Springfield pays for fuel to run the vehicle and equipment.
- The City of Springfield pays for the maintenance of the vehicle and equipment.
- The Agreement can be terminated at any time with 90 days written notice to The City of Springfield.
- The County Attorney has previously reviewed and approved to form the agreement.

### Alternatives for Commission to Consider

1. Board approval of Amendment 2 for the Agreement between the City of Springfield and Effingham County for the use of an inmate work detail
2. Do not approve Amendment 2 for the Agreement between the City of Springfield and Effingham County for the use of an inmate work detail

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing & Prison

**Funding Source:** All costs to administer the Agreement are paid by the City of Springfield.

### Attachments:

Work Detail Agreement.

State of Georgia  
County of Effingham

**THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA AND THE CITY OF SPRINGFIELD,  
GEORGIA FOR THE USE OF EFFINGHAM COUNTY CORRECTIONAL  
INSTITUTION INMATES ON CITY PROPERTY.**

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS,  
hereinafter referred to as "Effingham County" houses inmates at the Effingham  
County Correctional Institution ("Prison") pursuant to a contract with the Georgia  
Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to  
other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current  
demands for inmate labor; and

WHEREAS, the City of Springfield, Georgia, hereinafter referred to as "the City of  
Springfield" is desirous of hiring prison work crews to assist in the maintenance of  
City Property within the corporate limits of Springfield;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

WITNESSETH

PART A

Effingham County and the City of Springfield agree to the following:

- (1) Effingham County shall supply to The City of Springfield a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Correctional Institution, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Springfield and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other Effingham County Correctional

Institution inmate employees (Monday through Friday, 7:00 a. m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Correctional Institution, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) Effingham County shall be responsible for the care, custody, clothing, feeding, medical care, and hospital care of said inmates while traveling to and from or working within the City of Springfield, Georgia for work detail purposes.
- (4) Effingham County will be responsible for guarding and supervising said inmates at all times while working within The City of Springfield, Georgia. The City of Springfield shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Springfield, the "ride vehicle") of the work detail to and from the Effingham County Prison Correctional Institution to work sites within the incorporated limits of The City of Springfield, Georgia as well as between work sites within The City of Springfield.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Springfield work detail shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Springfield. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only. When the County purchases gas on the fuel-purchasing card, if the pump prompts the operator to do so, he will input the current mileage shown on the ride vehicle's odometer.
- (7) Effingham County shall indemnify and hold harmless the City of Springfield, Georgia, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of Effingham County, its officers, representatives, agents, employees, and inmates as to the supervision or guarding of inmates, misuse of City/County property, or any other activity related to the work detail under this Agreement, regardless of the status of the inmate as a county or state



prisoner; provided that Effingham County shall not be liable for damage or injury resulting from the non-performance or negligent performance of work by the inmates. While nothing stated herein shall be deemed to constitute a waiver of Effingham County's sovereign immunity as to claims raised by third parties, Effingham County waives sovereign immunity as a defense to any demand by the City of Springfield that the County indemnify it pursuant to this paragraph.

- (8) The City of Springfield shall indemnify and hold harmless Effingham County, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of the City of Springfield, its officers, representatives, agents, and employees, related to the work detail and/or providing a safe workplace, under this Agreement. While nothing stated herein shall be deemed to constitute a waiver of The City of Springfield's sovereign immunity as to claims raised by third parties, The City of Springfield waives sovereign immunity as a defense to any demand by Effingham County that the City indemnify it pursuant to this paragraph.
- (9) The City of Springfield will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail.
- (10) The City of Springfield shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison. The correctional supervisor shall use his discretion to ensure the inmates wear and use the appropriate safety equipment required by the type of work to be performed.
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the ride vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Springfield's Streets and Lanes Superintendent prior to performing the maintenance. The City of Springfield shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary ride vehicle maintenance shall be paid within thirty (30) days of receipt.

- (12) The City of Springfield shall identify the work to be performed and the location thereof; provided however, that no official, employee, or agent of the City of Springfield shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct inmates accordingly. The City of Springfield Streets and Lanes Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (13) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Springfield will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost of the correctional supervisor's salary and employment benefits is currently approximately Forty-six Thousand, six hundred forty-six Dollars (\$46,646) per year. This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Springfield each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (14) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Correctional Institution and shall follow all rules and regulations that are set forth by the County, State, Georgia Department of Corrections and Effingham County Correctional Institution.
- (15) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The Prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (16) This Agreement may be terminated at any time by either the Board of Commissioners of Effingham County or the City of Springfield, with or without cause, by providing the opposite party at least ninety (90) calendar days prior written notice.
- (17) 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.

NOW WHEREAS, This Agreement will become effective on this 1<sup>st</sup> day of April, 2017, upon execution by all parties and will be in effect for the duration of the current fiscal year, through June 30, 2017. This agreement can be renewed upon request of the City for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

The foregoing is agreeable this 21<sup>st</sup> day of February, 2017.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

By: Jamie DeLoach  
Jamie DeLoach, Vice Chairperson

Attested: S. Johnson  
Stephanie Johnson, County Clerk

**EFFINGHAM COUNTY CORRECTIONAL INSTITUTION**

By: Victor Walker  
Victor Walker, Warden

**THE CITY OF SPRINGFIELD, GEORGIA**

By: Barton A. Alderman  
Barton A. Alderman, Mayor

Attested: Linda T. Rinear  
Linda T. Rinear, City Clerk



Agreement reviewed and approved by City Attorney,

By: Benjamin M. Perkins  
Benjamin M. Perkins  
City Attorney for the City of Springfield, Georgia



Amendment No. 1 to the  
Inmate Labor Agreement  
Executed February 21, 2017  
between  
Board of Commissioners of Effingham County  
and  
The City of Springfield, Georgia

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7<sup>th</sup> day of June, 2022 by and between the County of Effingham ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and The City of Springfield, Georgia ("CITY OF SPRINGFIELD") with offices at 130 S. Laurel Street, Springfield, GA 31329.

WHEREAS, THE COUNTY and the CITY OF SPRINGFIELD entered into an Agreement dated February 21, 2017 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Fee: As a result of the Compensation and Classification Study completed by Effingham County, the salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$58,000. Based on the Service Delivery Strategy, Springfield will receive a 3% credit against that total, bringing the amount to \$56,260, a \$9,614.00 increase.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

The City of Springfield, Georgia

Effingham County Board of Commissioners

By: Justin Corbitt

By: Wesley M. Corbitt

Printed Name: Justin Corbitt

Printed Name: Wesley Corbitt

Title: Mayor Pro Tem

Title: Chairman

Dated: 06/04/2022

Dated: 06/07/2022

**Amendment No. 2 to the  
Inmate Labor Agreement  
Executed February 21, 2017  
between**

**Board of Commissioners of Effingham County  
and  
The City of Springfield, Georgia**

**THIS AMENDMENT NO. 2** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Springfield, Georgia** ("CITY OF SPRINGFIELD") with offices at 130 S. Laurel Street, Springfield, GA 31329.

**WHEREAS**, THE COUNTY and the CITY OF SPRINGFIELD entered into an Agreement dated February 21, 2017 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Fee: The salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$64,500. Based on the Service Delivery Strategy, Springfield will receive a 3% credit against that total, bringing the amount to **\$62,565.00**
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

**The City of Springfield, Georgia**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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



## Staff Report

**Subject:** Approval of Amendment 1 to the Old Augusta Road Water and Sewer Development Agreement between Effingham County and Cowan Investments, LLC

**Author:** Alison Bruton, Purchasing Agent

**Department:**

**Meeting Date:** June 20, 2023

**Item Description:** Amendment 1 to the Old Augusta Road Water and Sewer Development Agreement between Effingham County and Cowan Investments, LLC

**Summary Recommendation:** Staff recommends Approval of the Amendment to the Old Augusta Road Water and Sewer Development Agreement

### Executive Summary/Background:

- In February 2022, the Board approved the Old Augusta Road Water and Sewer Development Agreement with Cowan Investments to allow for a cost-share on the design and construction to extend water and sanitary sewer service to their site on Old Augusta Road.
- Cowan Investments has provided an updated budget for construction which increases the County share from \$700,500.00 to \$1,333,195.42.

### Alternatives for Commission to Consider

1. Approval of Amendment 1 to the Old Augusta Road Water and Sewer Development Agreement between Effingham County and Cowan Investments, LLC
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager

**Funding Source:** Water/Sewer Operating Fund

### Attachments:

1. Old Augusta Road Water and Sewer Development Agreement
2. Updated Budget
3. Amendment

**State of Georgia  
Effingham County**

**OLD AUGUSTA ROAD WATER AND SEWER DEVELOPMENT AGREEMENT**

This Agreement is made and entered into this 16th day of February, 2022, by and between Cowan Investments, LLC, a Georgia Limited Liability Company, 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, Cowan Investments, LLC is the developer of Old Augusta Road Warehouse, hereinafter referred to as the “Project”, a proposed subdivision consisting of approximately 716,100 square feet of warehouse space as shown on the attached drawing entitled Old Augusta Road Warehouse (dated January 4, 2022), attached hereto as Exhibit A; and

Whereas, the Developer desires certain commitments from the County, with regard to the supply of water and sanitary sewer service for the Project; and

Whereas, the Developer requests that the County provide water supply and sewage disposal to the Project; 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, Sewer and Reuse Master Plan and is in the public interest, it is hereby agreed as follows:

**WITNESSETH:****Section 1. Definitions.**

*Equivalent Residential Unit or 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.

**Section 2. Off-Site Improvements**

- A. Developer has retained, subject to approval by the County, one or more competent professional engineers registered in the State of Georgia 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 terminus of water distribution and sewer collection along Old Augusta Road to the Project on-site connection point to distribute water and sewer within said Project, as shown on the Preliminary Engineering Plan titled Old Augusta Road Warehouse (dated January 4, 2022) and attached hereto as Exhibit A, and hereinafter referred to as the Off-Site Improvements.
- B. 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 Engineering Plan titled Old Augusta Road Warehouse (dated January 4, 2022) and attached hereto as Exhibit A. 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.

- C. The County has constructed or will construct water and sewer systems having sufficient capacity to provide water and sewer to the Project.
- D. The County has determined the water line size needed to serve the Project is sixteen (16) inch and the sewer line size needed to serve the Project is four (4) inch. The County desires to extend both water and sewer to within 1,000 feet of the project site. By Effingham County Code of Ordinances, the Developer shall then extend the water and sewer services to the Project site. The Developer and County agree that the Engineer(s) will design the water and sewer lines to the desired size and the Developer will construct said line, with Engineer(s) oversight during construction, at the Developer's sole expense.
- E. The County is responsible for the cost of design and construction of the water and sewer lines from the current terminus, going north to a point 1,000 feet south of the intersection of Old Augusta Road and Abercorn Road. The design cost shall not exceed \$25,750 and the construction cost shall not exceed **\$700,500**, both as determined by estimates provided by the Developer's Engineer.
- F. Reimbursement for the construction costs associated with the County's portion of the water and sewer line extension by the County to the Developer shall be in the form of reimbursement of actual costs supported with invoice.

### **Section 3. On-Site Improvements.**

Developer has retained, subject to approval by the County, one or more competent professional engineers registered in the State of Georgia to design and observe the construction

of such improvements as are necessary to extend the County water distribution and sewer collection systems from the connection points to the Project and to distribute water and sewer within said Project, as shown on the Preliminary Engineering Plan titled Old Augusta Road Warehouse (dated January 4, 2022) and attached hereto as Exhibit A, and hereinafter referred to as the On-Site Improvements. The On-Site Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the On-Site Improvements are of sufficient capacity to serve the Project.

#### **Section 4. Inspection, Construction and Dedication of Off-Site Improvements.**

- A. Developer shall provide for inspection of the 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 pipes, bedding, thrust blocks, valves, pumps, and other related material and work meet the County's specifications and standards. Developer shall provide two (2) copies, and an electronic file, of "record" drawings of the 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 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 Off-Site Improvements and connect to the County water and sewer systems 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 Off-Site Improvements.

- B. Upon completion of the construction of the Off-Site Improvements, certification by the design engineer, provision of the “record” drawings, and compliance with any other requirements 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 those portions of the Off-Site Improvements located within public easements or right-of-ways, up to but not including individual water metering points. This dedication shall include all rights, title, and interest that the Developer has in the 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 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 Off-Site Improvements, nor issue a Certificate of Occupancy for any building or structure within that phase of the Project.

#### **Section 5. Service Recovery Fees & Credits.**

- A. The Developer shall pay to the County service recovery fees as established by ordinance of the County, currently \$2,000.00 per ERU for water supply and distribution (the “water service recovery fees”) and \$3,300.00 per ERU for sewer collection (the “sewer service recovery fees”). The water and sewer service recovery fees shall apply to all connections



made within the Project and shall be due and payable in accordance with the ordinances of the County, except as otherwise provided by this Agreement. The water and sewer service recovery fees are subject to amendment by ordinance of the County.

#### **Section 6. Other Fees.**

The provision of water and sewer services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the County, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by ordinance of the County. Such fees and charges may be changed from time-to-time by ordinance of the County.

#### **Section 7. User Rates.**

User charges for water and sewer consumption shall be billed to the property owner(s) or occupant(s) based upon the rates and terms established by ordinance of the County.

#### **Section 8. Term; Renewal.**

The initial term of this agreement shall be two (2) years, commencing on February 16, 2022 and ending on February 15, 2024. This agreement shall be renewed automatically on the same terms and conditions herein for an additional one (1) year period, unless notice is given by either party of the intent not to renew on or before November 15, 2023.

#### **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 water and sewer. 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 water and sewer 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  
                              601 North Laurel Street  
                              Springfield GA 31329

If to Developer:     Cowan Investments, LLC, a Georgia Limited Liability Company  
                              c/o \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_, GA 3 \_\_\_\_\_

**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, in accordance with Section 9 of the Effingham County Georgia Impact Fee Ordinance (or any successor provision), be entitled to a credit for the cost of such completion against the reuse water service recovery fees and capacity fees 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 16th day of February, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRPERSON

ATTEST: \_\_\_\_\_  
STEPAHNIE JOHNSON, CLERK

DEVELOPER: \_\_\_\_\_

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

EXECUTED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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 16th day of February, 2022.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

BY: Wesley M. Corbitt  
WESLEY CORBITT, CHAIRPERSON

ATTEST: S. Johnson  
STEPHANIE JOHNSON, CLERK

DEVELOPER: WAZ

BY: WYNNE CONNOR CONNOR FINKELSTEIN  
Member

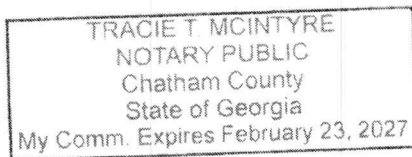
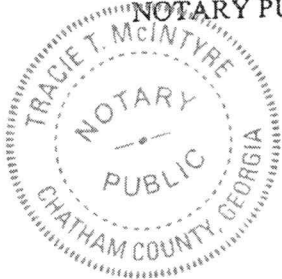
EXECUTED IN THE PRESENCE OF:

[Signature]  
WITNESS

Sworn to and subscribed before me this  
9 day of MAY, 2023.

Tracie T. McIntyre

NOTARY PUBLIC





## Staff Report

**Subject:** Development Agreement for a water and sewer extension on Old Augusta Road

**Author:** Eric Larson, Asst. County Manager

**Department:** Public Works

**Meeting Date:** February 15, 2022

**Item Description:** Enter into a Development Agreement with Cowan Investments LLC for engineering and construction services to develop water and sewer line extension plan along Old Augusta Road.

### Summary Recommendation:

Cowan Investments recently acquired and rezoned a parcel along Old Augusta Road, at the intersection of Abercorn Road. In a mutual desire to extend water and sanitary sewer service to the site, Effingham County requested proposals from qualified consultants selected under the 2021 IDC contract (RFP 21-007) to provide Engineering Services to develop the water and sanitary sewer design for an extension along Old Augusta Road. Prospective firms were required to provide a proposed work plan, schedule, and fee as part of the proposal submittal. The selected consultant for that project was Coleman Company. County staff and representatives for Cowan Investment agreed that a DA would be beneficial to both parties given that Coleman Company was already under contract with Cowan for the site development and a portion of their water and sanitary sewer line construction. A DA would allow the County to construct the needed improvements with a maximum funding limit and allow Cowan Investments to build the improvements on their time frame.

### Executive Summary/Background:

- The County prepared a RFP for IDC firms to submit a work plan, cost, and schedule and selected Coleman Company for the design work.
- Cowan Investments, LLC has retained Coleman Company for engineering services related to the project.
- It is mutually beneficial for the County and Cowan Investments to cost-share the design and construction, with Cowan leading the effort via a Development Agreement.
- The County staff recommend a Development Agreement with Cowan Investments, LLC.

### Alternatives for Commission to Consider

- 1 – Approve a Development Agreement with Cowan Investments for extension of water and sewer lines on Old Augusta Road.
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** County Engineering; County Attorney

**Funding Source:** Water and Sewer Operating Fund

**Attachments:** 1. DA

**OFFSITE CHANGES**  
**Old Augusta Rd - Cowan Investments**  
**Rincon GA 31326**  
**10.5.22**

	Qty	Unit	Unit Price	Total
<b>33 Utilities</b>				
<b>Within 1,000'</b>				
* Fire Water Credit - Original Budgeted Scope	-1	LS	\$178,960.00	-\$178,960.00
* Sanitary Sewer Credit - Original Budgeted Scope	-1	LS	\$361,775.00	-\$361,775.00
* Building 1 & 2 Wetwell	1	EA	\$221,900.00	\$221,900.00
* Utility Pipe Backfill	153	TN	\$121.93	\$18,655.29
* Shared 25% - Mobilization, Supervision, Survey, Traffic Control, ETC	0.25	LS	\$323,333.53	\$80,833.38
* Erosion Control Logs	4,000	LF	\$9.77	\$39,080.00
* Temp Seeding & Mulch	2	AC	\$2,051.54	\$4,103.08
* Perm. Grassing (Seed)	2	AC	\$3,363.03	\$6,726.06
* 12" C900 DR18 Water	176	LF	\$136.42	\$24,009.92
* 12" Ductile	100	LF	\$163.16	\$16,316.00
* 24" Jack & Bore Steel Case (0.375)	55	LF	\$1,007.12	\$55,391.60
* 16" C905 DR18 Water	1,000	LF	\$225.45	\$225,450.00
* 16" Butterfly Valve in Manhole	2	EA	\$23,595.13	\$47,190.26
* 16" Cap (End of Main)	1	EA	\$2,407.29	\$2,407.29
* 16x12 Tee	1	EA	\$4,197.21	\$4,197.21
* 12" Gate Valve in Manhole	1	EA	\$17,081.90	\$17,081.90
* 12" Cap (at ROW Line)	1	EA	\$1,824.61	\$1,824.61
* Fire Hydrant	2	EA	\$15,032.51	\$30,065.02
* Testing	1	LS	\$14,322.78	\$14,322.78
* 4" C900 SDR 21 Sanitary Force Main	1,000	LF	\$42.25	\$42,250.00
* 4" 22.5 Bend Sanitary	4	EA	\$885.75	\$3,543.00
* Testing Sanitary	1	EA	\$2,500.00	\$2,500.00
* Sub Bond	1%	EA	\$496,072.40	\$4,960.72
<b>Subtotal:</b>				<b>\$322,073.13</b>
<b>Fee/Insurance:</b>	5.15%			<b>\$16,586.77</b>
<b>Budget Total:</b>				<b>\$338,659.89</b>
<b>Outside 1,000'</b>				
* Utility Pipe Backfill	548	TN	\$121.93	\$66,817.64
* Shared 75% - Mobilization, Supervision, Survey, Traffic Control, ETC	0.75	LS	\$323,333.53	\$242,500.15
* Erosion Control Logs	10,220	LF	\$9.77	\$99,849.40
* Temp Seeding & Mulch	3	AC	\$2,051.54	\$6,154.62
* Perm Grassing (Seed)	3	AC	\$3,363.03	\$10,089.09
* Asphalt Pgmt Removal 3"	515	SY	\$17.31	\$8,914.65
* Remove 30" Curb	20	LF	\$41.74	\$834.80
* Sawcut Asphalt Pavement	866	LF	\$5.47	\$4,846.42
* 16" C-905 DR18 Water	1,300	LF	\$225.45	\$293,085.00
* Connect to Existing	1	EA	\$8,428.56	\$8,428.56
* 16" Butterfly Valve in Manhole	2	EA	\$23,595.13	\$47,190.26
* 16" 22.5 Bend	2	EA	\$2,987.63	\$5,975.26
* 16" 11.5 Bend	9	EA	\$3,047.49	\$27,427.41
* Fire Hydrant	1	EA	\$15,032.51	\$15,032.51
* ARV in Manhole	2	EA	\$14,407.85	\$28,815.70
* Testing	1	EA	\$18,986.02	\$18,986.02
* 4" C-900 SDR 21 Sanitary Force Main	5,851	LF	\$42.25	\$247,204.75
* Connect to Existing Sanitary	1	EA	\$3,779.87	\$3,779.87
* Check Valve in Manhole	1	EA	\$14,244.26	\$14,244.26
* 4" 22.5 Bend	9	EA	\$885.75	\$7,971.75
* 4" 11.5 Bend	2	EA	\$878.76	\$1,757.52
* 4" Vertical Offset	2	EA	\$12,808.71	\$25,617.42
* 4" 45 Bend	2	EA	\$850.47	\$1,700.94
* 4" Cap (At ROW Line)	1	EA	\$477.14	\$477.14
* Testing	1	EA	\$9,503.55	\$9,503.55
* Repair Driveways 7"GABC/2" Asph	460	SY	\$88.02	\$40,489.20
* Repair Abercorn Rd. 6" Concr. 1.5" Asph Srf.	55	SY	\$123.37	\$6,785.35
* Replace 30" Curb & Gutter	20	LF	\$170.97	\$3,419.40
* Sub Bond	1	LS	\$20,000.00	\$20,000.00
<b>Subtotal:</b>				<b>\$1,267,898.64</b>
<b>Fee/Insurance:</b>	5.15%			<b>\$65,296.78</b>
<b>Budget Total:</b>				<b>\$1,333,195.42</b>

**Amendment No. 1 to the  
Old Augusta Road Water and Sewer Development Agreement  
Executed February 16<sup>th</sup>, 2022  
between  
Board of Commissioners of Effingham County  
and  
Cowan Investments, LLC**

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

**WHEREAS**, THE COUNTY and Cowan Investments, LLC entered into a Contract dated February 16th, 2022 for the Old Augusta Road Water and Sewer Development Agreement (as amended, the "Contract"); and

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

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

1. Fee: The construction cost has increased from \$700,500.00 to \$1,333,195.42 (an increase of \$632,695.42).
2. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

**Cowan Investments, LLC**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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

## Staff Report

**Subject:** City of Rincon Annexation - Map# 475 Parcel# 57A

**Author:** Stephanie Johnson, County Clerk

**Department:** Administration

**Meeting Date:** June 20, 2023

**Item Description:** Consideration to approve a petition requesting Annexation as submitted by the City of Rincon for a property located along Old Augusta Road South Map# 475 Parcel# 57A

### Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, there are other contiguous properties to the parcel noted in the petition.

### Executive Summary:

As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

### Background:

Annexation documentation was received via certified mail from the City of Rincon. This parcel identified as Map# 475 Parcel# 57A consisting of 5.08 acres is located off of Old Augusta Road South and is owned by Mahanaim Shipping Line, LLC

1. This property lies within the Rincon water and sewer service area.
2. The parcel is currently zoned B-3, it proposed zoning if annexed will be LN (Light Industrial).

### Alternatives for Commission to Consider:

1. Approve the Petition Requesting Annexation as presented by the City of Rincon.
2. Do not approve the Petition Requesting Annexation.

**Recommended Alternative:** Staff recommends Alternative 1

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

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

### Attachments:

1. Petition for Annexation
2. Aerial Map (*depicting city boundary*)

**J. RAYMOND DICKEY  
ATTORNEY AT LAW**

**Mailing Address:  
P.O. Box 1099  
Rincon, GA 31326**

**Telephone#: 912-826-2500  
Facsimile#: 912-826-5936**

**Physical Address:  
217 West 8<sup>th</sup> Street  
Rincon, GA 31326**

May 21, 2023

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

Via Certified U.S. Mail # 7022 0410 0000 4515 0139

Re: Annexation of Property owned by:

Mahanaim Shipping Line, LLC., 5.08 acres, (Map # 04750057A00)

Dear Commissioners:

Please be advised that the City of Rincon, Georgia, by the authority vested in the Mayor and the Council of the City of Rincon, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

On May 8, 2023, the City of Rincon, Georgia, voted to accept a petition for annexation of the above listed property.

This letter has been sent to you by certified mail, return receipt requested, within thirty (30) days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Rincon, in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and within seven (7) calendar days of the filing of an application for zoning pursuant to O.C.G.A. § 36-36-11. All properties to be annexed are contiguous with the current incorporated limits of the City of Rincon, Georgia.

The legal description of the property is as follows:

Please see Exhibit "A" attached hereto which is hereby incorporated herein and made a part hereof.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Rincon, in writing and by certified mail, return receipt requested, of any

County facilities or property located within the property to be annexed, within five (5) business days of the receipt of this letter.

Pursuant to O.C.G.A. § 36-36-11 a public hearing on zoning of the property to be annexed will be held. The dates of the zoning public hearing will be advertised in the legal organ of Effingham County, Georgia. If the County has an objection under O.C.G.A. § 36-36-11 or under Article 7 of the same title and chapter, in accordance with the objection and resolution process for these statutes, you must notify Kenneth Lee, Mayor of the City of Rincon, within seven (7) calendar days of the receipt of this notice or the time frames listed under Article 7 of the same title and chapter.

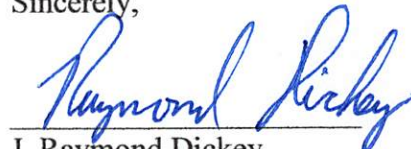
Further, pursuant to O.C.G.A. § 36-36-111, the current zoning of this tract (5.08 acres) of land in the County is B-3 Highway Commercial and the current land use of the property is timberland. The proposed zoning in Rincon for the 5.08 acres as described on Exhibit "A" when annexed will be LN (Light Industrial) and the intended land use will be light industrial. In addition, the subject property is located adjacent to property owned by the Effingham County Industrial Development Authority.

Further, a copy of the Petition for Annexation is attached hereto as Exhibit "B".

If there are any questions, please do not hesitate to contact me.

Thanking you, I remain...

Sincerely,



J. Raymond Dickey  
Attorney for the City of Rincon

JRD/jdj  
Enclosures as noted.



Exhibit "B"

**PETITION REQUESTING ANNEXATION**

**To the Mayor and City Council of Rincon, Georgia:**

**Re: Map & Parcel # 04730057A60  
801 S. Old Augusta Rd  
Rincon, GA  
5.08 acres**

**Owner: Mahanaim Shipping Line, LLC**

1. Mahanaim Shipping Line, LLC, the owner of all of the real property of the territory described herein, consisting of 5.08 acres, respectfully requests that the City Council of Rincon, Georgia annex this territory into the City of Rincon and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. §36-36-20) to the existing corporate limits of Rincon, Georgia, and the description of such territory is as follows:

[See Exhibit "A" attached hereto and incorporated herein.]

This 20 day of April, 2023.

Mahanaim Shipping Line, LLC

By: 

Printed Name: Alejandro Gamarta

Title: Owner

**EXHIBIT "A"**

**All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, designated as Parcel 2 on a map entitled "Survey to Divided 4.5 Acres from 9.59 acre Tract" prepared for Paul & Janice Howze by Adolph N. Michels, G.R.L.S. dated November 18, 2013, recorded in Plat Cabinet D169, Slide C-1, in the office of the Clerk of the Superior Court of Effingham County, Georgia. This is the same property conveyed to Laurel Mill, Inc. By quitclaim deed dated December 14, 2017, recorded in Deed Book 2442, Page 949, in the aforesaid Clerk's office. Said Map and Deed are incorporated herein by reference.**

**801 Old Augusta Road South, Rincon, Georgia 31326  
P.I.N. 04750057A00**

63

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**Overview**

**Legend**

- Parcels
- Roads

<b>Parcel ID</b>	04750057A00	<b>Owner</b>	MAHANAIM SHIPPING LINE LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Commercial		310 EMMET ST	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	01-County		NEWARK, NJ 07114	6/21/2019	\$243900	LM	Q
	County	<b>Physical Address</b>	801 S OLD AUGUSTA RD	12/14/2017	0	U	U
<b>Acres</b>	5.08	<b>Assessed Value</b>	Value \$256690				

(Note: Not to be used on legal documents)

Date created: 4/11/2023  
 Last Data Uploaded: 4/11/2023 6:39:05 AM  
 Developed by Schneider  
 GEOSPATIAL

**Public.net**™ Effingham County, GA

**Homestead Application**

Please wait to apply for homestead until your name appears under the "Owner" section below

Apply for Homestead Exemption

**Assessment Notice**

[2021 Assessment Notice \(PDF\)](#)  
[2022 Assessment Notice \(PDF\)](#)

**Public Comment Card**

Public Comment Card

**Sales Questionnaire**

Sales Questionnaire

**Summary**

Parcel Number 04750057A00  
 Location Address 8015 OLD AUGUSTA RD  
 Legal Description 5.08 AC PAR 2 (OUT OF 475-59)  
 (Note: Not to be used on legal documents)  
 Class C4-Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 Zoning B-3  
 Tax District 01-County (District 01)  
 Millage Rate 28.33  
 Acres 5.08  
 Neighborhood 04750; LAND: 00000 / BLDG: 00000 (001550)  
 Homestead Exemption No (\$0)  
 Landlot/District N/A

[View Map](#)

**Owner**

MAHANAIM SHIPPING LINE LLC  
 310 EMMET ST  
 NEWARK, NJ 07114

**Land**

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	HWY OLD AUGUSTA/RINCON 2.90	Square Feet	221,284	0	0	5.08	1

**Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units	Value
FIRE FEE VACANT LAND	2019	0x0/0	508	\$0

**Sales**

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/21/2019	2539 447	D169 C1	\$243,900	Land Market - Vacant	LAUREL MILL INC	MAHANAIM SHIPPING LINE LLC
12/14/2017	2442 949	D169 C1	\$0	Sales Under 1000/Quit Claim Deeds	HOWZE PAUL W AND JANICE K	LAUREL MILL INC
2/8/2011	1996 96	C 89A1	\$565,330	Relatives	HOWZE W GREGG	HOWZE PAUL W & JANICE K
7/18/2005	1304 436	C 89A1	\$160,000	Unqualified - Improved		HOWZE W GREGG

**Valuation**

	2022	2021	2020	2019	2018
Previous Value	\$256,690	\$256,690	\$75,952	\$48,280	\$48,280
Land Value	\$256,690	\$256,690	\$256,690	\$75,952	\$48,280
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$256,690	\$256,690	\$256,690	\$75,952	\$48,280

No data available for the following modules: Assessment Appeals Process, CUVA Renewal Letter, Rural Land, Conservation Use Rural Land, Resident at Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Photos, Sketches.

The Effingham County Assessor's Office make every effort to produce the most accurate information possible. However, we do not warrant the accuracy of the information provided for the data herein, it is your interpretation.

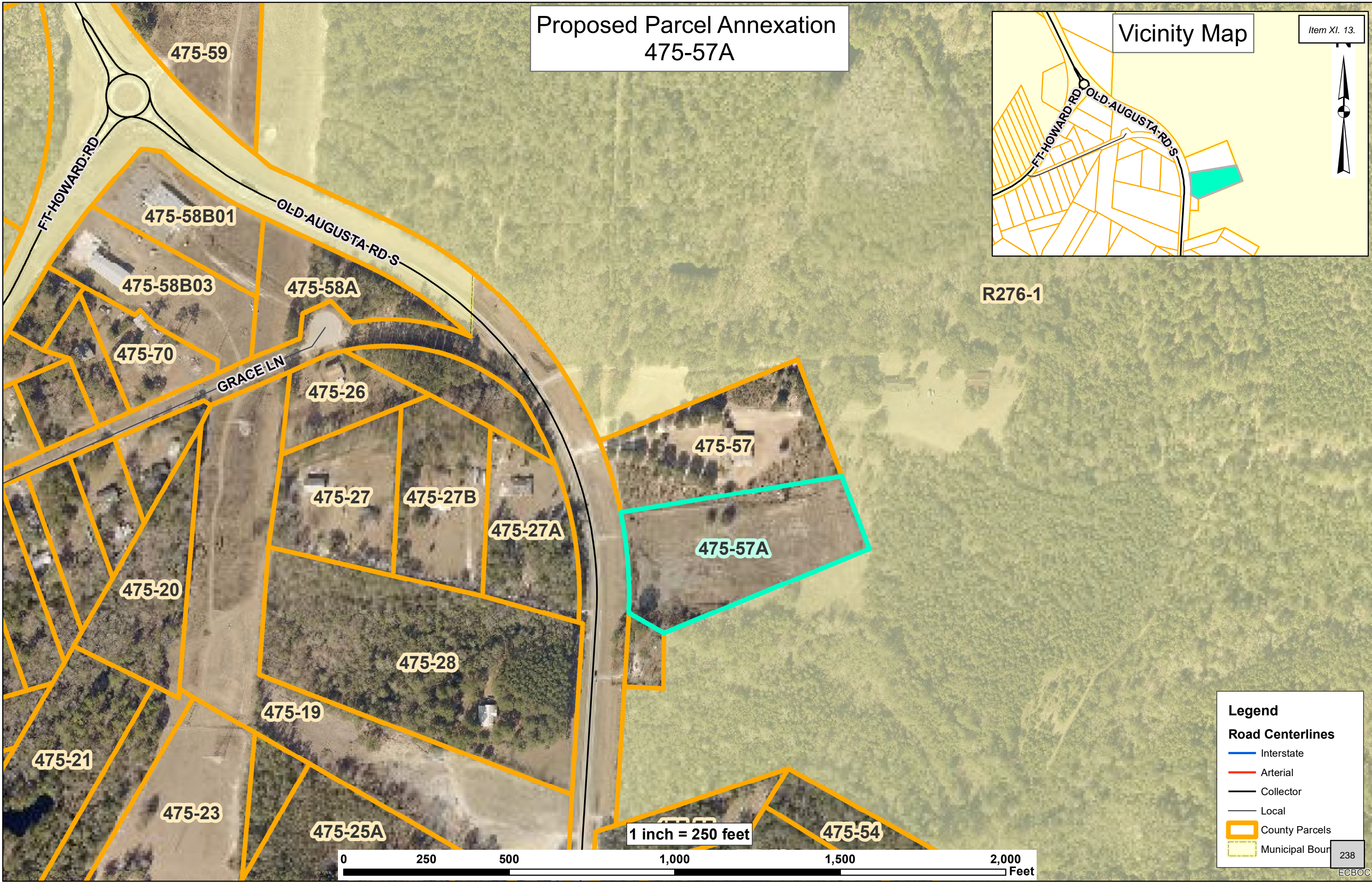
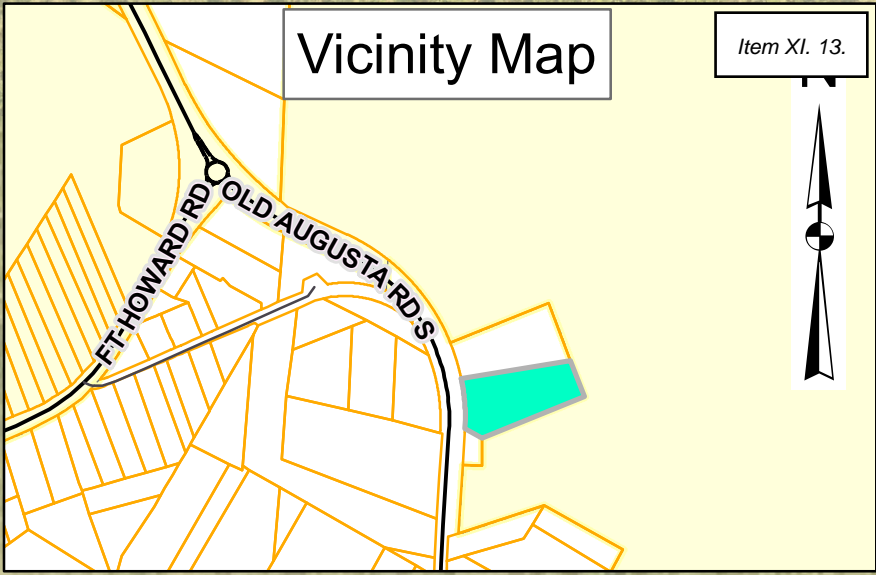
[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Updated 4/5/2023 1:59:13 AM](#)





# Proposed Parcel Annexation 475-57A



**Legend**

**Road Centerlines**

- Interstate
- Arterial
- Collector
- Local

County Parcels

Municipal Boundaries