



County
Effingham
Georgia
Board of Commissioners

(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING

March 07, 2023 – 5:00 PM

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

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

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

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

Agenda

Watch us live on our YouTube page:

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

- I. Call to Order - 5:00 pm**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes**- Consideration to approve the February 21, 2023 work session minutes and the February 21, 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. [2023-099 Agreement]**
Consideration to approve to renew the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals

2. **[2023-100 Contract]**

Consideration to renew the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year

3. **[2023-101 Grant]**

Consideration to approve to accept a Grant award from and to Contract with GEMA State Homeland Security Program (SHSP) Grant

4. **[2023-102 Grant]**

Consideration to approve to submit a Grant Application to GEMA Local Emergency Management Performance Grants (EMPG) Program

5. **[2023-103 Purchase]**

Consideration to ratify and affirm approval of Estimate #R51M16GW for ETR, LLC to remount an ambulance box to a new chassis

6. **[2023-104 Agreement]**

Consideration to ratify and affirm approval of the Fiscal Agent Designation and Acceptance Agreement for Family Connection

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

1. **[2023-018 Agreement]**

Consideration to approve a service agreement with Planters Communications to provide a Layer 2 fiber Network to the Clyo Fire Station and Community Center (*this item was postponed 01/03/2023*)

XI. New Business

1. **[2023-105 Permit]** *Katie Dunnigan*

Consideration to approve an Assemblage Permit for the Effingham Branch NAACP to hold a Juneteenth Celebration Festival on June 17, 2023 from 11:00 am to 6:00 pm at 434 Wallace Drive. Map# 366 Parcel# 50, in the Third District

2. **[2023-106 Permit]** *Katie Dunnigan*

Consideration to approve an Assemblage Permit for Arlene Baker to hold a "Bible Reading Marathon" from Friday, April 28, 2023 at 6:00PM to Thursday, May 4, 2023 at 12:00PM (approximately). Located at 700 North Pine Street. **Map# S101 Parcel# 21** in the **Fourth District**.

3. **[2023-107 Purchase]** *Clint Hodges*

Consideration to approve the Purchase of turnout gear for Fire/Rescue

4. **[2023-108 Payment]** *Sarah Mausolf*

Consideration to approve a pay increase for firefighters

5. **[2023-109 Job Description]** *Sarah Mausolf*

Consideration to approve and publish a new Job Description for Probate Court

6. [2023-110 Proposal] Pamela Melser

Consideration to approve an On-Call Services Task Proposal from Spatial Engineering to extract utility features from scanned as-built records

7. [2023-111 Proposal] Pamela Melser

Consideration to approve an On-Call Services Task Proposal from Spatial Engineering to Migrate Esri Enterprise from SQL 2008 to SQL 2016

8. [2023-112 Plat/Deed/Agreement] Chelsie Fernald

Consideration to approve a Final Plat, Warranty Deed, and Infrastructure Agreement submitted by Justin Palmer, of Coleman Company, Inc, for Lonadine (Webb Tract) Phase1 located on Hwy 119, consisting of 54 lots Map# 344 Parcel# 26A, in the Third District

9. [2023-113 Change Order] Alison Bruton

Consideration to approve Change Order #1 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail

10. [2023-114 Change Order] Alison Bruton

Consideration to approve Change Order #4 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan

11. [2023-115 Payment] Mark Barnes

Consideration to allow the Office of the Public Defender for the Ogeechee Judicial Circuit to keep funding from Effingham County for Fiscal year 2021 and 2022

12. [2023-116 Grant Award] Mark Barnes

Consideration to approve to accept a Grant Award of the Judicial Council of Georgia AOC's Office to support the backlog of court cases

13. [2023-117 Resolution] Mark Barnes

Consideration to approve Resolution# 023-003 to rescind previous "rainy day fund" resolutions and designate such funds via board approved financial policies

14. [2023-118 Policy] Mark Barnes

Consideration to approve Addendum No.15 to the Effingham County Financial Policies regarding 'rainy day funds'

15. [2023-119 Annexation] Stephanie Johnson

Consideration to approve a Request for Annexation as submitted by the City of Springfield for a property located at 1297 GA Highway 119 North Map# 388 Parcel# 3

16. [2023-120 Appointments] Stephanie Johnson

Consideration to approve to appoint/reappoint members to the Industrial Development Authority (IDA) Board

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - No executive session was held, no minutes to be approved.

XV. Planning Board - 6:00 pm

1. [2023-121 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Jake Patrick** to **rezone** 7.2 acres located don Riverside Drive from **AR-1** to **AR-2** to allow for a 3-lot subdivision **Map# 254 Parcel# 6** in the **Third District**

2. [2023-122 Second Reading]

Consideration to approve a Second Reading of an application by **Jake Patrick** to **rezone** 7.2 acres located don Riverside Drive from **AR-1** to **AR-2** to allow for a 3-lot subdivision **Map# 254 Parcel# 6** in the **Third District**

3. [2023-123 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **Justyne Albright** for a **conditional use** located at 353 Forest Haven Drive to allow for a GDOT approved borrow source or pit, zoned **AR-1. Map# 452A Parcel# 56** in the **First District**

4. [2023-124 Second Reading]

Consideration to approve a Second Reading of an application by **Justyne Albright** for a **conditional use** located at 353 Forest Haven Drive to allow for a GDOT approved borrow source or pit, zoned **AR-1. Map# 452A Parcel# 56** in the **First District**

5. [2023-125 Public Hearing] Katie Dunnigan

The Planning Board recommends approving an application by **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** for a **conditional use** located on Old River Road to permit a Shipping Container Facility, zoned **I-1. Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47** in the **First District.**

6. [2023-126 Second Reading]

Consideration to approve the Second Reading of an application by **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** for a **conditional use** located on Old River Road to permit a Shipping Container Facility, zoned **I-1. Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47** in the **First District**

7. [2023-127 Sketch Plan] Katie Dunnigan

The Planning Board recommends approving an application by **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** for a **sketch plan** for a Shipping Container Storage Facility on Old River Road, zoned **I-1. Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47** in the **First District**

8. [2023-128 Public Hearing] Katie Dunnigan

The Planning Board recommends denying an application by **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** to **rezone** 288.36 acres located on Midland Road from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549-unit single family and multi-family residential development **Map# 396 Parcels# 62, 62A** in the **Second District**

9. [2023-129 Second Reading]

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

10. [2023-130 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **David D. Smith** as Agent for **Claude M. & Elizabeth E. Kicklighter** request to **rezone** .343 acres located at Old Augusta Road and Moultrie Drive from **R-3** to **B-3** to allow for combination with an adjacent parcel **Map#478 Parcel# 2C01** in the **Fifth District**

11. [2023-131 Second Reading]

Consideration to approve the Second Reading of an application by **David D. Smith** as Agent for **Claude M. & Elizabeth E. Kicklighter** request to **rezone** .343 acres located at Old Augusta Road and Moultrie Drive from **R-3** to **B-3** to allow for combination with an adjacent parcel **Map#478 Parcel# 2C01** in the **Fifth District**

XVI. Adjournment

Staff Report

Subject: Consideration to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals to continue.

Author: Alison Bruton, Purchasing Agent, Lorna Shelton, Shelter Director

Department: Purchasing and Animal Shelter

Meeting Date: 03-7-2023

Item Description: Mutual Aid Agreement Renewal with ASPCA

Summary Recommendation: Approval to renew

Executive Summary/Background:

- The County has an agreement in place with the ASPCA to facilitate the identification and coordination of assistance and animal rescue efforts. The parties' objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. The agreement runs from 4 April 2017 until 4 April 2022, after which there is an automatic renewal for a period of 5 years.
- In the event of an emergency this agreement will allow the county to request assistance from the American Society for the Prevention of Cruelty to Animals (ASPCA).
- The ASPCA will provide assistance with temporary animal sheltering if an evacuation of our facility becomes necessary.
- Each party shall be responsible for all of its own costs associated with providing assistance unless previously agreed upon arrangements have been made.
- ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by disasters or emergencies, including animal cruelty events.
- Each party will be responsible for providing its own insurance coverage.
- The agreement runs from 04-04-17 until 04-04-22, with an automatic renewal for a period of 5 years unless terminated with 15 days written notice by either party at any time.
- The agreement has previously been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval to allow the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals to continue.
2. Cancel the Mutual Aid Agreement with the American Society for the Prevention of Cruelty to Animals by giving 15 days written notice.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Animal Shelter

Funding Source: As needed in emergency situations only

Attachments: Mutual Aid Agreement.



**Mutual Aid Agreement Between
The American Society for the
Prevention of Cruelty to Animals
and
Effingham County, Georgia
“Cooperating Party”**

I. PURPOSE

The purpose of this Mutual Aid Agreement (this “Agreement”) is to create a working relationship between the American Society for the Prevention of Cruelty to Animals (“ASPCA”) and Effingham County (“Cooperating Party”). The parties to this Agreement are the ASPCA and the Cooperating Party (each a “Party” and, collectively, the “Parties”).

The further purpose of this Agreement is to facilitate the identification and coordination of assistance and animal rescue efforts. The Parties’ objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. This Agreement shall be effective as of the date of the last signature below (the “Effective Date”).

The Parties to this Agreement have determined that it is in the best interests of themselves and the communities they shall assist, including but not limited to Effingham County to foster communications and the sharing of resources, personnel, and equipment in the event of an incident that threatens the welfare of animals.

This Agreement provides the broad framework for cooperation and communication between ASPCA and the Cooperating Party in providing assistance and service to animals as well as for other services for which cooperation may be mutually beneficial.

II. CONCEPT OF OPERATIONS: Both ASPCA and the Cooperating Party are separate and independent entities. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

III. DEFINITIONS

A. Disaster: A disaster shall be defined as any natural or manmade situation that causes animal suffering or creates animal needs that cannot be met by a community, including, but not limited to, the Cooperating Party, without outside assistance.

B. Animal Cruelty: Animal Cruelty shall be defined as any incident involving or related to abuse or neglect of animals.

C. Authorized Representative: The list of names and titles of authorized representatives for each Party shall be attached hereto as “Exhibit A” and shall be updated as needed by each Party by means of a written notification.

IV. MUTUAL UNDERSTANDING

A. The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the “ASPCA Mission”);

B. The Cooperating Party is an authority that has emergency management and animal control responsibilities for Effingham County, and its mission is to provide, through the highest integrity, a county government which will assure our citizens a safe and healthy environment to encourage and promote a high quality of life.;

C. The ASPCA’s Field Investigations and Response Department (the “ASPCA Field Team”), working in conjunction with local authorities, leads large scale Disaster response operations and assists in large-scale Animal Cruelty case operations (each an “Operation”) across the country;

D. In the event of an Operation, an agency with appropriate authority over affected animals may give temporary custody and/or ownership rights (as applicable) of, or delegate authority over, such animals to the ASPCA;

E. The ASPCA Field Investigations and Response Team often retains custody of a large number of animals during any particular Operation;

F. The ASPCA Field Investigations and Response Team may require the services of volunteers and/or other resources from the Cooperating Party in the event of an Operation;

G. The ASPCA and the Cooperating Party wish to create a mutually beneficial agreement outlining potential services that may be provided by each organization in the event of an Operation; and

H. The ASPCA and the Cooperating Party wish to establish, in advance of any request for assistance, the terms and/or guidelines that will govern a working relationship between the Parties.

V. METHODS OF COOPERATION

In order that the resources of ASPCA and the Cooperating Party may be coordinated and best utilized when providing assistance under this Agreement, both Parties agree to the following principles:

A. Close communication shall be maintained between ASPCA and the Cooperating Party through the use of meetings, telephone conferences, email, and other means in the event of a potential or actual response. This communication will include requests for assistance, situation reports, and other response-related communications. Each Party will

share current data regarding the incident/event, declarations and changes in personnel, policies, and legislation. Interaction and liaison shall be encouraged at all levels of both Parties' organizations.

B. ASPCA and the Cooperating Party will distribute this Agreement internally and shall urge full cooperation. Without limiting the generality of the foregoing, Cooperating Party shall notify potentially responsible agencies, including but not limited to emergency management and appropriate Emergency Support Functions (ESF), law enforcement and/or the fire department, of the arrangement between the Parties under this Agreement.

C. ASPCA and the Cooperating Party will keep each other updated as to the Authorized Representatives to contact for emergency assistance or response.

D. In no event shall the Cooperating Party use the ASPCA name and/or logo for any reason without the express written agreement of the ASPCA, in advance.

VI. RESPONSE COORDINATION

A. Requests for Assistance

1. Cooperating Party may directly contact the Authorized Representative of the ASPCA, and shall provide him/her with the following information when requesting assistance pursuant to this Agreement:

- a) A general description of the situation.
- b) Identification of the emergency service function or functions for which assistance is needed (e.g., emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, temporary animal sheltering, assistance with investigations of alleged animal cruelty, and other services, etc.).
- c) The amount and type of personnel, equipment, materials, temporary housing, and/or supplies needed, and a reasonable estimate of the length of time that each will be needed.
- d) The need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and/or services.
- e) Contact name and number of a person for the responding team to meet.
- f) The means for the responding team to enter the affected area.

g) The names of any other entities which have also been asked to assist.

2. The required information may be provided on the form attached to this Agreement as Exhibit "B," or by any other available means. Said request shall also include information detailing the nature of the original request from the authorities authorizing the response, as applicable. It is understood between the Parties that any response to an event will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident. It is further understood between the Parties that any response to a large-scale animal seizure or other similar type of manmade emergency may be under the jurisdiction of federal, state or local law enforcement authorities that are not party to this Agreement.

3. A request for assistance must be in writing by fax, email, or other agreed-upon method. If applicable, the Cooperating Party shall only request the assistance of the ASPCA if the Cooperating Party has approval of the proper authorities that are necessary for the ASPCA to provide the assistance requested. All requests for assistance will be handled on a priority basis, and assistance may be refused if resources are limited, at the sole discretion of the ASPCA.

B. Requests for Volunteers. In some instances, the ASPCA may request employees and/or volunteers of the Cooperating Party to assist in the on-scene and/or sheltering portion of an Operation. This request will be made by means of an email or phone call from the ASPCA to the Cooperating Party. The provision of volunteers by the Cooperating Party shall be subject to the following:

1. **Team Leader.** If a Cooperating Party provides employees and/or volunteers to assist the ASPCA in an Operation (collectively, the "Cooperating Party Volunteers"), the Cooperating Party must designate one individual as a Cooperating Party Volunteers' "Team Leader." The Team Leader will act as the primary contact for the Cooperating Party Volunteers on any given deployment and shall work with the ASPCA to ensure that the Cooperating Party Volunteers are performing the functions for which they are volunteering and that any of the Cooperating Party Volunteers' concerns are addressed to the best of the ASPCA's ability. For the avoidance of doubt, the Parties acknowledge and agree that the ASPCA shall manage any Cooperating Party Volunteers. A Team Leader must be either:

- a) A Cooperating Party employee; or
- b) A Cooperating Party volunteer who has significant experience successfully managing volunteers on behalf of the Cooperating Party.

2. **Responder Responsibilities.** The ASPCA shall use its best efforts to provide an advance description of the responsibilities that will be performed by

volunteers with respect to any given Operation; however, the Cooperating Party understands and agrees that volunteers will generally perform activities in a high risk setting that are highly demanding both physically and mentally, and volunteers are often subjected to a significant level of physical and mental stress. For example, volunteers may be required to lift heavy items, and certain qualified volunteers may assist with technical rescue. Cooperating Party shall use its best efforts to provide the ASPCA only with suitable Cooperating Party Volunteers who will be able to endure such strenuous conditions, and Cooperating Party agrees that it shall be responsible for vetting any potential Cooperating Party Volunteers prior to deploying them on any Operation. Cooperating Party shall convey any special requests of potential volunteers to the extent that such information is available to the Cooperating Party.

3. Dismissal of Cooperating Party Volunteers. The ASPCA reserves the right to require any Cooperating Party Volunteers to leave any given Operation for any reason or for no reason. Such determinations shall be made in the sole and absolute discretion of the ASPCA.

4. ASPCA Release of Liability. The Cooperating Party will provide any potential Cooperating Party Volunteer with a copy of the Release of Liability provided by the ASPCA, the current version of which is attached hereto as Exhibit D, for such potential Cooperating Party Volunteer to sign prior to assisting with an Operation. The Cooperating Party shall provide the ASPCA with a signed Release of Liability prior to sending any Cooperating Party Volunteer to assist on any Operation. The Cooperating Party acknowledges and agrees that the ASPCA shall not allow any Cooperating Party Volunteer to assist with an Operation unless such Cooperating Party Volunteer has signed the Release of Liability provided by the ASPCA. In addition, the Cooperating Party shall ensure that, unless the Cooperating Party Volunteer is an employee of the Cooperating Party, the Cooperating Party Volunteer is approved as a volunteer of the Cooperating Party according to the Cooperating Party's customary procedures for retaining volunteers, including but not limited to requiring the Cooperating Party Volunteer to sign the Cooperating Party's volunteer agreement.

5. Insurance. Cooperating Party acknowledges and agrees that Cooperating Party Volunteers are not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that Cooperating Party Volunteers are required to carry their own medical insurance (including, if applicable, veterinary professional malpractice insurance).

6. Relationship of Parties. Cooperating Party acknowledges and agrees that while any employee who is sent to an Operation as a Cooperating Party Volunteer

shall be directed by the ASPCA with respect to his or her duties as a volunteer during an Operation, such Cooperating Party Volunteer shall remain an employee of the Cooperating Party and will in no way be considered an employee of the ASPCA.

C. Receipt of Animals by Cooperating Party

1. In the event of a Disaster, Animal Cruelty event and/or large-scale seizure, the ASPCA Field Investigations and Response Team may ask the Cooperating Party to accept animals, using the protocol described herein, when such animals are legally freed for adoption, available for temporary foster, and/or legally freed for custody to be transferred to a third party, by the agency or government entity which has legal ownership over such animal.

2. The Cooperating Party may assist and accept animals from the ASPCA Field Investigations and Response Team (each, an "Animal") ONLY if the Cooperating Party has adequate space and resources to house the Animals humanely and will not euthanize any Animal brought to Cooperating Party by the ASPCA due to lack of space for additional incoming animals.

3. In the event that Animals are transferred by the ASPCA to the Cooperating Party, unless otherwise agreed to by the Parties, the ASPCA will have provided appropriate veterinary medical services and/or behavior evaluations where possible prior to the Animals' transfer. The ASPCA shall provide the Cooperating Party with documentation of such services, where possible.

4. In cases in which the Cooperating Party receives, or is asked to receive, Animal(s) from the ASPCA during an Operation, the Cooperating Party shall:

a) Accept Animals only when the Cooperating Party has the resources and capacity to ensure their humane treatment (including proper food, water, shelter, medical care and exercise and a reasonable expectation of adoption);

b) Assume financial responsibility for the care of the Animal(s), subject to Section VII below;

- c) Not permit any Animal(s) to be used for any experimental purpose whatsoever;
- d) In cases in which the ASPCA has legal ownership of Animal(s), accept the transfer of ownership of such Animal(s) from the ASPCA to the Cooperating Party in accordance with a separate transfer agreement; and
- e) Provide follow-up reporting on final disposition and location of all Animals that were transferred to the Cooperating Party (numbers adopted, transferred, and euthanized).

D. Written Acknowledgment: The ASPCA shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the resources available at the time the requests are received. Upon receiving such a request, ASPCA will determine whether, and the extent to which, to deploy available resources to the Cooperating Party in accordance with such requests. If additional resources are needed beyond what ASPCA can provide, ASPCA, in conjunction with the Cooperating Party, may coordinate the contact, activation, and deployment of its National Response Partner Network to secure additional resources, subject to the terms of this Agreement. The form attached as Exhibit "C" is provided as an example of the format to be used to insure the transmission of the necessary information.

VII. COSTS OF ASSISTANCE: Each Party shall be responsible for all of its own costs associated with providing assistance unless previous agreed upon arrangements have been made. ASPCA and the Cooperating Party shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

VIII. PERIOD OF ASSISTANCE: The period of assistance shall be the time (A) beginning with (1) the departure of any personnel and/or equipment of the ASPCA from any point for the purpose of traveling to Cooperating Party in order to provide assistance, or (2) the admission of the first animal into temporary housing facilities provided pursuant to this Agreement; and (B) ending upon (1) the return of all personnel and equipment of the ASPCA, after providing the assistance requested, to their residence or regular place of work, whichever occurs first, or (2) the departure of the last animal that was admitted into temporary housing facilities pursuant to this Agreement.

IX. RELATIONSHIP; SUPERVISION AND CONTROL: Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between ASPCA and the Cooperating Party. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the

other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

Each of the ASPCA and the Cooperating Party shall be separately responsible for the operation and maintenance of its own personnel, equipment, and resources, and each Party's personnel, equipment, and resources shall generally remain under the operational control of such Party. ASPCA shall maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided upon request. The ASPCA reserves the right under this Agreement to withdraw its resources at any time, subject to reasonable notice to the other Party. Cooperating Party shall provide the ASPCA with at least seventy-two hour advance notification of Cooperating Party's intent to disallow animals to have continued access to temporary housing and at least twenty-four hour advance notification of Cooperating Party's intent to withdraw any other resources or personnel that has been provided to assist the ASPCA unless such notice is not practicable; in which case, such notice as is reasonable shall be provided. Equipment purchased in connection with responding to a Disaster or Animal Cruelty event pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.

X. FOOD; HOUSING; SELF-SUFFICIENCY: ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by Disasters or emergencies, including Animal Cruelty events.

XI. PUBLICITY: During a joint effort, reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. ASPCA and the Cooperating Party shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and the Cooperating Party. When possible, advance notice and review of releases/reports shall be given by each Party to the other. The Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. If applicable, Cooperating Party must also secure any and all necessary permission from federal, state, or local law enforcement, if necessary, for use of the materials and shall provide confirmation of such permission to the ASPCA. Without such permission, neither Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and the Cooperating Party shall be jointly owned and both Parties shall retain ownership and access without inhibition.

XII. FUNDRAISING: Cooperating Party recognizes the ASPCA's dependence on voluntary public financial support to carry out Disaster and Animal Cruelty relief efforts. The ASPCA shall be free to make special appeals to the public and to its members, if any, for funding.

XIII. NON-EXCLUSIVE AGREEMENT: This Agreement is non-exclusive; ASPCA and the Cooperating Party reserve the right to form similar agreements with other parties. If more than one party is assisting, it is strongly encouraged that Cooperating Party seek an agreement with both assisting parties that requires all parties share information in a way similar to what is outlined under the above "Methods of Cooperation," section V.

XIV. INSURANCE: ASPCA shall carry its own insurance covering its individual organization and field operations. The Cooperating Party is a department of Effingham County whose employees and assets are covered under the Association County Commissioners of Georgia's Group Self-Insurance Worker's Compensation Fund and Interlocal Risk Management Agency insurance policies.

XV. ASPCA MISSION: In the course of responding to a Disaster or Animal Cruelty event, Cooperating Party shall strive to support the ASPCA's mission of providing effective means for the prevention of cruelty to animals throughout the United States and conduct its operations accordingly.

XVI. CONFIDENTIALITY: To the extent permitted by freedom of information and other public records laws, including but not limited to Georgia Open Records Act (Ga. Code Ann. § 50.18.70 et seq.), ASPCA and Cooperating Party agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by ASPCA or the Cooperating Party (as the "Disclosing Party") in connection with its performance under this Agreement and that are not made available to the general public, including without limitation, financial information, and information and materials about either Party's or its affiliates' operations, campaigns, and/or strategic or tactical plans (collectively the "Confidential Information").

Neither ASPCA nor the Cooperating Party shall, and each shall ensure that its employees, agents, representatives, and volunteers shall not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this Agreement except that ASPCA's and the Cooperating Party's employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.

XVII. LIABILITY, DEFENSE AND INDEMNITY

A. Claims Arising From Concurrent Acts or Omissions: Cooperating Party hereby agrees to defend itself, and ASPCA hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Cooperating Party and ASPCA. In such cases, Cooperating Party and ASPCA agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph XVII(C) below.


B. Joint Defense: Notwithstanding paragraph XVII (A) above, in cases where Cooperating Party and ASPCA agree in writing to a joint defense, Cooperating Party and ASPCA may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of ASPCA and Cooperating Party. Joint defense counsel shall be selected by mutual agreement of Cooperating Party and ASPCA. Cooperating Party and ASPCA agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph XVII(C) below or as otherwise provided in such written joint defense agreement. Cooperating Party and ASPCA further agree that neither party may bind the other to a settlement agreement without the written consent of both Cooperating Party and ASPCA.

C. Reimbursement and/or Reallocation: Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Cooperating Party and ASPCA may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D. Limitation of Liability. Neither Party shall be liable to the other party for any incidental, consequential, indirect, special or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence or other form of action.

XVIII. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS : This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except by written consent of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

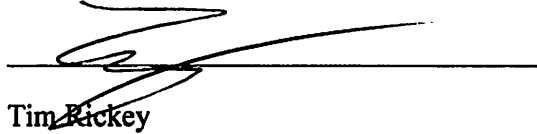
XIX. PERIODIC REVIEW: ASPCA and the Cooperating Party shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

XX. TERM; TERMINATION:  Agreement shall be effective as of the Effective Date and shall remain in effect for five years following the Effective Date. This Agreement shall automatically renew for a period of five years, but may be terminated by fifteen (15) days' written notification from either Party at any time.

[Signature page follows.]

Approved by:

ASPCA


Tim Rickey

Vice President, Field Investigations and Response
American Society for the Prevention of Cruelty to Animals
424 East 92nd Street
New York, NY 10128

8-23-2017
Date

Cooperating Party

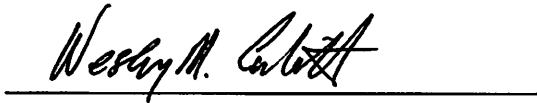
Agency Name: Effingham Co. Board of Commissioners
Wesley M. Corbitt04/04/2017
DatePrint Name: Wesley M. CorbittTitle: ChairmanCounty: EffinghamAddress: 601 N. Laurel Street
Springfield, GA 31329

EXHIBIT A—AUTHORIZED REPRESENTATIVES**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

424 East 92nd Street
New York, NY 10128

**Authorized Representatives to Contact for Emergency Assistance
Primary Representative**

Name: Dick Green

Title: Sr. Director, Disaster Response

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: 917-675-0653 Night Phone: Same

First Alternate Representative

Name: Tim Rickey

Title: Vice President, Field Investigations and Response

24-hour Telephone Number: 646-599-2742

Address: PO Box 131 St. Clair Mo 63077

Day Phone: 646-599-2742 Night Phone: _____

Second Alternate Representative

Name: Lacie Davis

Title: Disaster Response Manager

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: (646) 942-8939 Night Phone: Same

EXHIBIT A (cont.) – Effingham County:

Mailing Address: 601 N. Laurel Street

City, State, Zip Code: Springfield, GA 31329

Authorized Representatives to Contact for Emergency Assistance**Primary Representative**Name: Lorna SheltonTitle: Director24-hour Telephone Number: 912-674-6900Address: 121 Windchime Lane Brooklet GA 30415Day Phone: 912-754-2109 Night Phone: SAAPager: _____ Fax: 912-754-2199**First Alternate Representative**Name: Jessica KicklighterTitle: Kennel TechAddress: 3994 Courthouse Rd Guyton GA 31312Day Phone: 912-665-5636 Night Phone: 912-6567254 (Mom)

Pager: _____ Fax: _____

Second Alternate RepresentativeName: Tommy WilliamsTitle: Humane Services CorpalAddress: Sheriff Office Hwy 21 Springfield GA 31329Day Phone: 912-650-3601 Night Phone: 912-690-0233Pager: 912-754-4195 Dispatch Fax: _____

Angela Velazco 210-793-5334 Kennel Tech

EXHIBIT B

REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained or threatened:

2. Identification of the emergency service function or functions for which assistance is needed (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, assistance with investigations of alleged animal cruelty, and other services, etc.), and the particular type of assistance needed:

3. Identification of the type of assistance needed:

4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:

5. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:

6. Estimated time and a specific place for a representative of Cooperating Party to meet the personnel and equipment of the ASPCA:

7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:

8. Please list what services you, or another organization, are willing to provide:

EXHIBIT C**ACKNOWLEDGMENT**

To be completed by the ASPCA.

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

Resource Type
Date/Time

Amount

Est. Arrival

2. Availability of Additional Resources:

3. Time Limitations on Resources Provided, if any:

EXHIBIT D**RELEASE OF LIABILITY**

On this ____ day of _____, 20__, I hereby acknowledge that I am a volunteer/employee of _____ (Organization Name) (the "Organization"), and while I am not a volunteer of the American Society for the Prevention of Cruelty to Animals ("ASPCA"), I have voluntarily applied to assist the ASPCA (without compensation) in a disaster and/or cruelty response situation to which the ASPCA is responding.

I AM AWARE THAT WORKING IN A DISASTER AND/OR CRUELTY RESPONSE SITUATION MAY BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE NATURE AND DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I FURTHER ACKNOWLEDGE AND AGREE THAT I MAY NOT ASSIST WITH A DISASTER OR CRUELTY RESPONSE OPERATION UNLESS I HAVE MEDICAL INSURANCE.

I recognize that I am not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that I am required to carry my own medical insurance (and, if applicable, veterinary professional malpractice insurance). **I acknowledge and agree that if I do not have medical insurance, I may not volunteer for any operation managed by the ASPCA.** I understand that although I registered as a volunteer/employee for the Organization and am not an ASPCA volunteer, this operation is managed by the ASPCA and I may at any time with or without cause be removed from my volunteer position at the sole discretion of the ASPCA. In addition, I understand and agree that the ASPCA will not directly reimburse me for any expenses incurred in connection with my volunteer position.

As lawful consideration for assisting in a disaster and/or cruelty response situation, I hereby agree that I, my heirs, distributees, guardians, legal representatives, and assigns will: (a) keep confidential the location, and details of the disaster and/or cruelty response; (b) not make a claim against, sue, attach the property of, or prosecute the ASPCA for injury or damage resulting from the ASPCA or its affiliates, as a result of my voluntary assistance in a disaster and/or cruelty response situation; and (c) release, indemnify, defend, and hold harmless the ASPCA from all actions, claims, or demands I, my heirs, distributees, guardians, legal representatives, or assigns may have for injury or damage resulting from my assistance in a disaster and/or cruelty response situation.

I agree that while I am voluntarily assisting at an ASPCA-managed operation, the ASPCA may take photographs or video in which I may appear, or permit others to take photographs or video in which I may appear, and that the ASPCA may use or authorize the use of the photographs or video in which I appear in any way it deems appropriate to support its mission, including fundraising purposes.

I HEREBY WARRANT THAT I (A) HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT, (B) AM OVER EIGHTEEN (18) YEARS OF AGE, (C) HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT, (D) AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A

CONTRACT BETWEEN ME AND THE ASPCA, AND (E) SIGN THIS OF MY OWN FREE WILL.

THIRD-PARTY VOLUNTEER

ASPCA

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

Staff Report

Subject: Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year

Author: Alison Bruton, Purchasing Agent

Department: County Manager

Meeting Date: March 7, 2023

Item Description: Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year with multiple firms

Summary Recommendation:

Throughout the year, the County will advertise and select professional design consultants to provide services to the County. These services vary from roadway, water and sewer, building, and site design, transportation, utility, and road planning documents, small scale / short timeline repairs and renovations, etc. The time need to properly prepare an Request for Qualification, advertise for responses, reviewing Statements of Qualifications, awarding contracts and negotiating fees can be extensive and has the potential to delay needed project several months. The IDC process is needed to pre-qualify teams and individual firms and establish negotiated rates under a master service agreement. Once each firm is under contract, requesting a scope of service and man-hour estimate would take only a day or two instead of the traditional 90+ days.

Executive Summary/Background:

- The County prepared a RFQ for firms to submit qualifications and hourly fees for 12 different service areas and received 20 submittals. A selection committee consisting of the Purchasing Agent, County Engineer, EOM Engineering Consultant, and the County Manager reviewed and ranked the teams and firms in each of the 12 service areas. See attached summary.
- These contracts were approved by the Board of Commissioners in April of 2021, and staff is requesting renewal for another year.
- While utilizing these agreements, staff has been able to expedite multiple projects with a shortened bidding process saving the county both time and money.

Alternatives for Commission to Consider

- 1 – Approve the Renewal of the Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services for one (1) year
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: County Engineering; County Attorney

Funding Source: N/A (Master Service Agreements have no funding. Each Task Order authorized under the MSA will have dedicated funding associated with the project.)

Attachments:

1. IDC Listing breakdown by category
2. Amendments for: Alliance, Atlas, CHA Consulting, Cogdell Mendrala, Greenline, Hussey Gay Bell, Kimley Horn, Pittman Engineering, POND, Roberts Civil Engineering, Thomas & Hutton

Contact list for IDC Consultants

Civil/Site Design/Surveying

Kimley Horn
Atlas
Pittman Engineering
POND
Coleman Company
Thomas & Hutton
Hussey Gay Bell
WK Dickson
Roberts Civil Engineering

Utilities Infrastructure

Black & Veatch
POND
Coleman Company
Thomas & Hutton
Alliance
Hussey Gay Bell
WK Dickson

Transportation

Atlas
Pittman Engineering
POND
Thomas & Hutton
Alliance
Hussey Gay Bell

Structural

Kimley Horn
Cogdell Mendrala
POND
Thomas & Hutton
Hussey Gay Bell
WK Dickson

Stormwater Design & Stormwater Management

Pittman Engineering
POND
Thomas & Hutton
Alliance
Hussey Gay Bell
WK Dickson

Geotechnical & Environmental Services

Kimley Horn
Cogdell Mendrala
CHA Consulting
POND
Coleman Company
Hussey Gay Bell
WK Dickson

Construction Management

Kimley Horn
Atlas
CHA Consulting
POND
Hussey Gay Bell

Landscape Architecture

Kimley Horn
Cogdell Mendrala
CHA Consulting
POND
Thomas & Hutton
Hussey Gay Bell
WK Dickson

Facility Assessment & Space Allocation

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
Greenline Architecture
Hussey Gay Bell

Building Systems Evaluation

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
Greenline Architecture
Hussey Gay Bell

Interior & Exterior Renovations

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
Greenline Architecture
Hussey Gay Bell

Building and Park Design

Kimley Horn
Atlas
Cogdell Mendrala
CHA Consulting
POND
Coleman Company
Greenline Architecture
Hussey Gay Bell
WK Dickson

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Alliance Consulting Engineers, Inc.**

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 **Alliance Consulting Engineers, Inc.** ("VENDOR"), mailing address at PO BOX 8147, Columbia, SC 29202.

WHEREAS, THE COUNTY and Alliance Consulting Engineers, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as an attachment to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Alliance Consulting Engineers, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____



February 9, 2023

Ms. Alison Bruton, Purchasing Agent
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, Georgia 31329

RE: Letter of Intent to Renew
Engineering and Consultant Services for
Indefinite Delivery Contract 21-007 to
Effingham County, Georgia
Proposal No. P21027-A, B, C, D, E, F, G

Dear Ms. Bruton,

Thank you for your trust in Alliance Consulting Engineers, Inc. to provide the Engineering and Consulting Services for the Indefinite Delivery Contract (IDC) 21-007. We are pleased to submit this Letter of Intent to Renew Engineering and Consultant Services for the IDC 21-007 to Effingham County for another year. Alliance Consulting Engineers, Inc. has assembled a very capable team of professionals with the experience and knowledge required to complete tasks on an As-Need Basis for Effingham County. The team members dedicated to providing Effingham County with these services are attached with an updated fee schedule.

Thank you, again, for this opportunity to provide the Engineering and Consulting Services for the IDC 21-007 and we look forward to providing our services to Effingham County. If you have any questions or comments, please contact us at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.



Deepal S. Eliatamby, P.E.
President

cc: Mr. Frank Turano, Alliance Consulting Engineers, Inc.
Mr. Kyle M. Clampitt, P.E., Alliance Consulting Engineers, Inc.
Mr. Adam R. Hogan, P.E., LEED Green Associate, Alliance Consulting Engineers, Inc.

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Alliance Consulting Engineers, Inc.

Post Office Box 8147 Columbia, SC 29202-8147 Phone 803 779-2078 Fax 803 779-2079 www.allianceCE.com



Unit Price Man-Hour Fees

Alliance Consulting Engineers, Inc. strives to offer value to our clients through effective time management, and the allocation of appropriate skill level resources as necessary to complete specific assignments. Outlined below are our billing rates for specific Job Classes and Team Members:



		<u>Billing Rates</u>
Principal -	Mr. Deepal Eliatamby	\$295/hr
Senior Project Managers -	Mr. Kyle Clampitt	\$295/hr
	Mr. Adam Hogan	\$275/hr
Project Manager -	Mr. Jesse Mefford	\$160/hr
Project Engineers -	Mr. Justin Zuidema	\$150/hr
Engineering Associate -	Ms. Harlie Wdowiak	\$125/hr
	Mr. Ryan Merritt	\$115/hr
Project Representative -	Mr. Mike Whiting	\$120/hr
Project Associate -	Ms. Susan MacRae	\$90/hr
Design/CAD Associates -	Various	\$ 75/hr
Account Manager -	Mr. Frank Turano	\$175/hr
Administrative -	Ms. Megan Pressly	\$105/hr
	Ms. Wendy Culley	\$105/hr
Sub Consultants -	Same Rates if Contracted Direct Chargeable if in Alliance Consulting Engineers, Inc.'s Contract	
Other Expenses –		
• Chargeable:	Actual cost plus fifteen (15) percent	
• Mileage:	At prevailing IRS rate	

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Atlas Technical Consultants, 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 **Atlas Technical Consultants, LLC** ("VENDOR"), mailing address at 2450 Commerce Ave. Suite 100, Duluth, GA 30096..

WHEREAS, THE COUNTY and Atlas Technical Consultants, LLC entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Atlas Technical Consultants, LLC

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

February 15, 2023

Ms. Alison Bruton
Purchasing Agent, Effingham County Purchasing Department
601 N. Laurel Street
Springfield, Georgia 31329

Subject: Renewal Request for 21-007 Indefinite Delivery Contract for Professional Engineering & Architectural Services for Effingham County, Georgia

Dear Ms. Bruton:

Atlas Technical Consultants LLC (Atlas) is interested in continuing our participation in the 21-007 for Indefinite Delivery Contract (IDC) for Professional Engineering and Architectural Service to Effingham County.

We respectfully request Effingham County to renew the existing agreement for another year. Please see the unit price man-hour breakdown of fees included in this renewal letter for this upcoming year of our proposed personnel listed under this agreement. We look forward to the opportunity for performing engineering and architectural work in Effingham County with this renewal of the existing agreement.

Sincerely,

A handwritten signature in blue ink, reading "Todd Long".

Todd I. Long, PE, PTOE
Georgia Division Manager



UNIT PRICE MAN-HOUR FEES

POSITION	MAN-HOUR FEE
Principal-in-Charge	\$260.00
Project Manager	\$190.00
Lead Architect	\$150.00
Discipline Lead Engineer	\$160.00
Project Engineer	\$140.00
Chief Scheduler	\$105.00
Chief Estimator	\$105.00
Specifications Writer	\$95.00
Contract Administrator	\$95.00
Programming	\$95.00
Transportation Planners	\$105.00
Facility Planners	\$95.00
Quality Control Coordinator	\$160.00
CAD 1	\$80.00
CAD 2	\$85.00
Interior Designer	\$105.00
Appraiser	\$105.00
Registered Land Surveyor	\$150.00
2-Person Surveying Crew	\$125.00
LEED Specialist	\$105.00
Civil Engineer	\$130.00
Electrical Engineer	\$130.00
Mechanical Engineer	\$130.00
Structural Engineer	\$135.00
Environmental Engineer	\$130.00
Environmental Specialist	\$105.00
Jr. Landscape Arch	\$95.00
Sr. Landscape Architect	\$135.00
Construction Manager	\$105.00
Resident Engineer	\$115.00
Construction Inspector	\$85.00
Land Acquisition Manager	\$105.00
Graphic Designer	\$80.00
Office Manager	\$95.00

* Mileage will be billed at \$0.655/mile as that is the prevailing federal reimbursement rate. An additional 5% markup will be applied to management of tasks performed by subconsultants.

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
CHA Consulting, Inc.**

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 **CHA Consulting, Inc.** ("VENDOR"), mailing address at 7 E Congress Street, Suite 306, Savannah, GA 31401.

WHEREAS, THE COUNTY and CHA Consulting, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

CHA Consulting, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____



February 8, 2023

Alison M. Bruton, Purchasing Agent
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, Georgia 31329

Subject: 21-007 IDC Renewal 2023-2024

Dear Ms. Bruton:

CHA Consulting, Inc. (CHA) appreciates the opportunity to renew our agreement with the Effingham County Board of Commissioners for Professional Engineering and Architectural Services for the upcoming year (2023-2024). We intend to renew the agreement and respectfully request that our hourly rates in the agreement be updated to the attached rates.

If you have any questions, please do not hesitate to contact me at (912) 335-8366.

Sincerely yours,

A blue ink signature of Patrick N. Graham, PE, written in a cursive style.

Patrick N. Graham, PE
Senior Project Manager

Enclosure (1)



CHA Consulting, Inc.
January 1, 2022 through December 31, 2022
HOURLY CHARGE-OUT RATE SCHEDULE

Vice President	\$	310.00
Principal Architect/Engineer	\$	294.00
Principal Sports Designer	\$	294.00
Principal Landscape Architect	\$	231.00
Project Manager	\$	231.00
Senior Architect	\$	200.00
Senior Engineer	\$	195.00
Senior Landscape Architect	\$	195.00
Project Engineer	\$	137.00
Architect	\$	126.00
Landscape Architect	\$	116.00
Principal Engineer Designer/CADD Operator	\$	147.00
Senior Engineer Designer / Tech/ CADD Operator	\$	84.00
Project Technician	\$	79.00
Technical Assistant	\$	69.00

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Cogdell Mendrala Architects**

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 **Cogdell Mendrala Architects** ("VENDOR"), mailing address at 517 E Congress Street, Savannah, GA 31401.

WHEREAS, THE COUNTY and Cogdell Mendrala Architects entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Cogdell Mendrala Architects

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

CogdellMendralaArchitects

517 East Congress Street
P 912.234-6318

Savannah, Georgia 31401-2805
www.cogdellmendrala.com

February 15, 2023

Mrs. Alison M. Bruton
Purchasing Agent
804 S. Laurel St,
Springfield, Georgia 31329

Re: 21-007 IDC
Professional Engineering & Architectural Services
East Georgia State College, Statesboro, Georgia

Dear Mrs. Bruton:

This correspondence is to request renewal of the IDC contract with Effingham, County Board of Commissioners. As requested, we have attached our current hourly rates to this correspondence for your file. Please let us know if any further action is required.

Thank you for your consideration.

Sincerely,



Casey B. Smith, AIA, NCARB, NFPA
Principal & COO

Attachments:

1. Design Team 2023 Hourly Rates

Copies: File

CogdellMendralaArchitects

A Woman Owned Small Business
www.cogdellmendrala.com

HOURLY RATES FOR ADDITIONAL SERVICES

<u>Classification</u>	<u>Hourly Rate</u>
Principal Architect	\$195.00
Registered Interior Designer	\$190.00
Registered Architect	\$160.00
Roofing Consultant	\$140.00
Project Manager	\$135.00
Project Designer	\$110.00
Design Technician	\$ 100.00
Architectural Intern	\$ 95.00
CADD Technician	\$ 85.00
Clerical	\$ 70.00

- I. Consultant hourly rates can be provided by request.
- II. The hourly rates are current as of the date of this proposal but are typically adjusted each year. For all hourly basis fee arrangements, invoices will be based on the prevailing rates at the time work is performed.
- III. A 5% markup will be included for expenses incurred for printing and shipping.
- IV. Mileage will be billed as incurred at State of Georgia Mileage Reimbursement Rate.

**SCHEDULE OF HOURLY RATES**

Professional Civil Engineer	200.00
Civil Engineer	150.00
Civil Designer	125.00
Civil Technician	110.00
Registered Land Surveyor	150.00
2 Man Survey Crew	175.00
3 Man Survey Crew	200.00
Permitting Specialist	130.00

SCHEDULE OF REIMBURSABLE EXPENSES**REPRODUCTION COSTS:**

Plan Sheets	\$5.00 per sheet
Specifications	\$0.25 per sheet
Other	Actual cost + 10%

OVERNIGHT PACKAGES:

Cost + 10%

TRAVEL:

Auto Mileage	\$0.58 per mile
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AIRFARE:

Actual Cost	Economy Class – Domestic Business Class – Foreign
-------------	--

REIMBURSIBLE EXPENSES

Cost + 10%

ROOM AND BOARD:

At Actual Cost

**SAUSSY ENGINEERING**

400 Johnny Mercer Boulevard, Suite E

P.O. Box 30597

Savannah, Georgia 31410

Phone: (912) 898-8255

Fax: (912) 898-1882

Hourly Rates - effective 1/1/2020:

Principal Engineer:	\$200.00 per hour
Senior Engineer:	\$150.00 per hour
CADD Drafter:	\$80.00 per hour
Clerical:	\$60.00 per hour



2023 HOURLY RATES

Senior Cost Manager II - \$175/Hour

Senior Cost Manager I - \$155/Hour

Cost Manager - \$135/Hour





WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2023)

Geotechnical Drilling and Environmental Testing / Inspections

ENGINEERING SERVICES AND PROFESSIONAL STAFF

(For services including field work, site visits, engineering analysis, project management, project meetings, engineering reports, consultation, travel, etc.)

Project Engineer, P.E. (Joseph F. Whitaker, Jason Follo, Blake Jones)	Per Hour	\$	175.00
Engineer in Training (EIT) (Roy Pierce)	Per Hour	\$	125.00
Environmental Professional (Donald Martin, Lisa Collins)	Per Hour	\$	150.00
Project Manager (Joseph M. Whitaker)	Per Hour	\$	125.00
Certified Environmental Technician (Ralph Perez)	Per Hour	\$	95.00
Sr. Environmental Technician (Christian Lamont)	Per Hour	\$	125.00
Laboratory Manager (Louis Bragg)	Per Hour	\$	100.00
Site Recon Specialist (Pre-Site Visit / Boring Layout) (John Martin)	Per Hour	\$	100.00

DRILLING SERVICES (Josh Kicklighter, Bubba Mack, Ron Wilkerson)

Drill Crew (2 Man) (Level D Drilling Only)	Per Hour	\$	300.00
Rubber Tire Truck Rig Mobilization (\$350.00 Minimum)	Per Trip	\$	350.00
Dozer or Test Pit Equipment Mobilization and On Site	Per Hour	\$	200.00
Soft Track Vehicle Drill Rig Charge (Additional to Mobilization)	Per Day	\$	500.00
Soft Track Vehicle Mobilization	Per Trip	\$	2000.00
Auger Borings (Sample off augers - No SPT)	Per Foot	\$	14.00
Soil Test Borings (SPT)	Per Foot	\$	15.00
CPT Soundings (SCPTu)	Per Foot	\$	15.00
Hand Auger Borings (5' Max Depth)	Per Foot	\$	15.00
Hand Auger Borings with DCP testing at 1-foot increments	Per Foot	\$	20.00
Undisturbed Sampling (12" long shelly tube)	Each	\$	200.00
Extra Split Spoon Samples	Each	\$	50.00
Difficult Moving or Standby Time	Per Hour	\$	300.00
Pushing Shelby Tubes (hourly to auger down using 4.25" I.D. Auger)	Per Hour	\$	300.00
Clearing L: Light clearing performed by drill crew	Per Hour	\$	300.00
Clearing H: Heavy clearing using dozer or other equipment	Per Hour	\$	200.00
Test Pit Evaluation	Per Hour	\$	200.00
Geotechnical Evaluation Reporting (Minimum Fee)	Min. Report	\$	650.00



WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2023)

Geotechnical Drilling and Environmental Testing / Inspections

FIELD EQUIPMENT

Load testing equipment (jack, ram, reference beam & changes)	Per Day	\$	650.00
Pile Driving Analyzer (PDA)	Per Day	\$	650.00
OVA (\$50.00 Per day Minimum)	Per Day	\$	50.00
Chop Saw	Per Day	\$	150.00
Ground Water Pump	Per Day	\$	75.00
Water Level Meter	Per Day	\$	75.00
Bailers	Each	\$	25.00
55 Gallon Drum	Each	\$	150.00

MISCELLANEOUS

Mileage (Drill Support Truck, Company Truck, Personal vehicle) Supplies	Per Mile	\$	1.00
Overtime Premium	Cost + 25%		
	Hourly Rate X 1.5		
<i>Overtime rates will apply for work on weekends, holidays, and work performed before 7:00 AM and/or after 3:00 PM Monday-Friday</i>			

ENVIRONMENTAL SERVICES (Donald Martin, Lisa Collins)

Phase 1 Environmental Site Assessment	Per Event	\$	1900.00
Full TCLP Test	Per Sample	\$	995.00
Lead Bulk Test (by weight-by volume)	Per Sample	\$	20.00
Air-o-cell (Mold Sample)	Per Sample	\$	60.00
Swab (Mold Sample)	Per Sample	\$	75.00
Asbestos Bulk Test (TEM)	Per Sample	\$	150.00
Asbestos Bulk Test (PCM)	Per Sample	\$	18.00
<i>Monitoring (Asbestos Air Monitoring)</i>			
PCM Cartridges (during abatement)	Per Cartridge	\$	50.00
TEM Cartridges (for clearance)	Per Cartridge	\$	125.00
Sample Preparation	Per Event	\$	65.00
Shipping Cost	Per Shipment	\$	Cost +15%



SCHEDULE OF HOURLY RATES

Professional Civil Engineer	200.00
Civil Engineer	150.00
Civil Designer	125.00
Civil Technician	110.00
Registered Land Surveyor	150.00
2 Man Survey Crew	175.00
3 Man Survey Crew	200.00
Permitting Specialist	130.00

SCHEDULE OF REIMBURSABLE EXPENSES

REPRODUCTION COSTS:

Plan Sheets	\$5.00 per sheet
Specifications	\$0.25 per sheet
Other	Actual cost + 10%

OVERNIGHT PACKAGES:

Cost + 10%

TRAVEL:

Auto Mileage	\$0.58 per mile
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AIRFARE:

Actual Cost	Economy Class – Domestic Business Class – Foreign
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REIMBURSIBLE EXPENSES

Cost + 10%

ROOM AND BOARD:

At Actual Cost



WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2023)

Geotechnical Drilling and Environmental Testing / Inspections

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(For services including field work, site visits, engineering analysis, project management, project meetings, engineering reports, consultation, travel, etc.)

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Test Pit Evaluation	Per Hour	\$	200.00
Geotechnical Evaluation Reporting (Minimum Fee)	Min. Report	\$	650.00



WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2023)

Geotechnical Drilling and Environmental Testing / Inspections

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Water Level Meter	Per Day	\$	75.00
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55 Gallon Drum	Each	\$	150.00

MISCELLANEOUS

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Overtime Premium	Cost + 25%		
	Hourly Rate X 1.5		
<i>Overtime rates will apply for work on weekends, holidays, and work performed before 7:00 AM and/or after 3:00 PM Monday-Friday</i>			

ENVIRONMENTAL SERVICES (Donald Martin, Lisa Collins)

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Swab (Mold Sample)	Per Sample	\$	75.00
Asbestos Bulk Test (TEM)	Per Sample	\$	150.00
Asbestos Bulk Test (PCM)	Per Sample	\$	18.00
<i>Monitoring (Asbestos Air Monitoring)</i>			
PCM Cartridges (during abatement)	Per Cartridge	\$	50.00
TEM Cartridges (for clearance)	Per Cartridge	\$	125.00
Sample Preparation	Per Event	\$	65.00
Shipping Cost	Per Shipment	\$	Cost +15%



HOURLY RATES FOR EXTRA SERVICES

Principal – \$160/hr

Engineer – \$130/hr

Designer – \$100/hr

Admin – \$65/hr



2023 HOURLY RATES

Senior Cost Manager II - \$175/Hour

Senior Cost Manager I - \$155/Hour

Cost Manager - \$135/Hour



**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Greenline Architecture, Inc.**

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 **Greenline Architecture, Inc.** ("VENDOR"), mailing address at 28 East 35th Street, Savannah, GA 31401.

WHEREAS, THE COUNTY and Greenline Architecture, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Greenline Architecture, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

February 2, 2023

Effingham County Board of Commissioners
Ms. Alison M. Bruton, Purchasing Agent
804 South Laurel Street
Springfield, Georgia 31329

RE: 21-007 IDC Renewal 2023-2024 - Greenline Architecture

Dear Ms. Bruton,

This letter is in response to your email dated February 2, 2023 regarding the renewal of the agreement 21-007 IDC for Professional Engineering and Architectural Services. As requested, this document serves as Greenline Architecture's commitment to continue with the agreement as indicated for the 2023-2024 term.

We have included a breakdown of fees as an attachment to this letter. Please note the fees remain the same as those submitted with our original proposal submission in March 2021, but are included here for your reference purposes.

Please do not hesitate to let me know if you need any additional information. Greenline Architecture looks forward to the opportunity and continuing this partnership with Effingham County.

Sincerely,



Robert J. Poticny, AIA
Vice President and Principal
Greenline Architecture, Inc.



MONICA D. MASTRIANNI, AIA, LEED AP
GA-7585

JOHN L. DEERING

ROBERT J. POTICNY, AIA
GA-7441

28 EAST 35TH STREET SAVANNAH GA 31401 P: 912.447.5665 F: 912.447.8381 WWW.GREENLINEARCH.COM

UNIT PRICES FEE

INDEFINITE DELIVERY CONTRACT FOR PROFESSIONAL
ENGINEERING AND ARCHITECTURAL SERVICES NO. 21-007

STANDARD HOURLY RATES FOR PROPOSED SERVICES:

Principal:	\$200 per hour
Senior Project Manager:	\$175 per hour
Project Manager:	\$125 per hour
Intern Architect:	\$60-110 per hour
Interior Designer:	\$75-\$175 per hour
Draftsman:	\$78 per hour
Clerical:	\$50 per hour
Depositions:	\$250 per hour
Outside consultants retained and invoiced through Greenline:	1.2 x cost

Robert J. Poticny, AIA, Vice President

March 15, 2021

Date



MONICA D. MASTRIANNI, AIA, LEED AP
GA-7585

JOHN L. DEERING

ROBERT J. POTICNY, AIA
GA-7441

28 EAST 35TH STREET SAVANNAH GA 31401 P: 912.447.5665 F: 912.447.8381 WWW.GREENLINEARCH.COM

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Hussey, Gay, Bell & Deyoung, Inc.**

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 **Hussey, Gay, Bell & Deyoung, Inc.** ("VENDOR"), mailing address at 329 Commercial Drive, Suite 200, Savannah, GA 31406.

WHEREAS, THE COUNTY and Hussey, Gay, Bell & Deyoung, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

**Hussey, Gay, Bell & Deyoung, Inc.
Commissioners**

Effingham County Board of

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

HUSSEY GAY BELL*Established 1958*

February 7, 2023

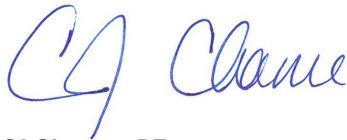
Ms. Alison Bruton
Purchasing Agent
Effingham County Administrative Complex
804 S. Laurel Street
Springfield, Georgia 31329

RE: RFQ No. 21-007, Request for Qualifications for Indefinite Delivery Contract for Professional Engineering and Architectural Services Renewal

Dear Ms. Burton:

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers (herein referred to as "Hussey Gay Bell") is pleased to provide you with the requested documents related to 21-007 IDC. Per your request, please let this letter serve as confirmation of our interest in renewing our annual contract for services. We have elected to retain the previous hourly rates as attached.

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



CJ Chance, PE
Principal

HUSSEY GAY BELL*Established 1958*

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

SCHEDULE OF HOURLY RATES

Rate Effective
 01/2019

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

HUSSEY GAY BELL
— Established 1958 —

Hussey, Gay, Bell & DeYoung
International, Inc.

SCHEDULE OF HOURLY RATES

	Rate Effective 1/1/2019
Professional Architect (Testimony & Preparation)	315.00
Managing Principal	165.00
Principal Architect	140.00
Architect III	135.00
Architect II	120.00
Architect I	110.00
Intern Architect	85.00
Architectural Technician III	110.00
Architectural Technician II	100.00
Architectural Technician I	80.00
Interior Designer I	65.00
Administrative	60.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

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

Plan Sheets – Bond (Color - Line)

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

Plan Sheets – Bond (Color – Solid Fill)

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

Plan Sheets – Mylar (B/W)

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

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

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

ROOM & BOARD: Actual Cost

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Kimley-Horn and Associates, Inc.**

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 **Kimley-Horn and Associates, Inc.** ("VENDOR"), mailing address at 100 Bull Street, Suite 200, Savannah, GA 31401.

WHEREAS, THE COUNTY and Kimley-Horn and Associates, Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Kimley-Horn and Associates, Inc.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____



February 9, 2023

Ms. Alison Bruton
Purchasing Agent
Effingham County, Georgia
804 South Laurel Street
Springfield, GA 31329

***RE: 21-007 Indefinite Delivery Contract (IDC) for Professional Engineering and Architectural Services
2023 Contract Renewal***

Dear Ms. Bruton and Members of the Selection Committee:

The Kimley-Horn team is excited by the prospect of strengthening our relationship with Effingham County! Kimley-Horn offers a broad range of experience with complex and challenging projects throughout the Southeast—including our work with numerous municipalities and County agencies for on-call engineering services. ***Our primary goal is to provide exceptional service with a focus on implementation combined with project leadership and trusted local relationships, and we would like to renew our agreement for the subject contract.***

Whatever your needs, our depth of staff enable us to: 1) provide you with a single, expert connection for quick-turnaround, niche projects, 2) serve as an extension of your staff for extended assignments to enhance your resources, and 3) assemble a multi-discipline team when complex, schedule-intensive projects arise. The Kimley-Horn team offers Effingham County local resources and regional experts who are readily available to meet your needs. The team's experience includes transportation civil engineering projects, water/wastewater projects, port civil engineering projects, and general architectural and engineering (A&E) projects. We are proven leaders in the region with established relationships with review agencies, local contractors, utility owners, and other stakeholders.

Our Savannah staff—along with a team of five local subconsultants—includes professionals specializing in civil, roadway, utilities, and traffic engineering, transportation planning, environmental, land planning, and landscape architecture. Our team has extensive local knowledge and experience in overcoming challenges and developing creative solutions to exceed your expectations. Kimley-Horn has provided A&E services across the state of Georgia and the southeastern United States. Kimley-Horn's nationally recognized, multidisciplinary services are delivered to you by a 100% local team offering Effingham County the known personal service and responsiveness of a local firm coupled with the manpower and technical resources of a nationally ranked firm. Our team's requested rate adjustments are included in **Attachment A**.

Understanding your key issues, making sure the appropriate staff is assigned to your projects, establishing realistic schedules that meet your needs, being responsive—these are some of the qualities that make for an exceptional consultant.

For any A&E project, Effingham County needs a team with whom you can work effectively, be assured your ideas are fully considered, and trust to advance the design — balancing desires, needs, budget constraints, and schedule demands. The Kimley-Horn team is the best choice to deliver your A&E projects. Please consider the following benefits this team offers you:

A Trusted Partner. Our understanding of jurisdictional processes and preferences will allow us to communicate and collaborate effectively, offering you the best “stretch” in establishing a vision while keeping a viable and implementable plan. We understand the needs of the community, the complexities faced, and the seamless balance a vision must create.

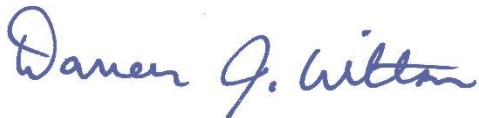
Track Record of Successful Projects. Our interdisciplinary team understands and can help establish a balance between community facilities, open spaces, recreational areas, parking, transportation facilities, and developments. A well-crafted, functional civil project combines these elements and balances ease of access and mobility, while maintaining a high level of safety and security.

Connection to the Community. With an office in nearby Savannah, we understand the needs of a southeast Georgia county. However, while planning and design efforts may often follow a similar process, we do not believe in cookie-cutter approaches. Our work in communities like yours has proven to us that no two locations are alike. We seek to understand what stakeholders value and desire for their future.

Experience with On-call Contracts. Our team understands the unique demands of on-call contracts. In Georgia, we have delivered through similar contracts for Chatham, Cobb, DeKalb, and Gwinnett Counties as well as the Cities of Sandy Springs and Johns Creek. Regionally, we are serving clients on over 100 on-call contracts across the Southeast. Many of these are with repeat clients, and repeat business is a testament to our skill and professionalism. We can ensure that each of your on-call projects will have seamless integration of all disciplines and designs because of our well-established, consistent internal relationships and communication practices.

Kimley-Horn's focus has always been to function as an extension of our clients' staff. We are excited about this opportunity to continue our partnership with Effingham County.

Sincerely,



Darren J. Wilton, P.E.
Project Manager

EMPLOYEE HOURLY RATES

Employee Classification	Hourly Rate
Kimley-Horn	
Analyst/Designer	\$140
Professional	\$210
Senior Professional I	\$265
Senior Professional II	\$310
Senior Technical Support	\$190
Technical Support	\$125
Support Staff	\$125
Subconsultants	
Allen Engineering	
Project Manager	\$140
Professional Engineer	\$120
Design Engineer	\$95
Administrative	\$60
Coleman Company	
Consultant	\$225
Survey Manager	\$150
Survey Project Manager III	\$140
Survey Project Manager II	\$130
Survey Project Manager I	\$120
3 Man Survey Crew	\$185
2 Man Survey Crew	\$125
1 Man Survey Crew	\$110
Survey Technician IV	\$110
Survey Technician III	\$100
Survey Technician II	\$90
Survey Technician I	\$85
LS3P	
Senior Officer/Principal	\$250
Officer Principal	\$225
Project Manager	\$190
Senior Architect/Senior Interior Designer	\$175
Architectural Staff III/Interior Design Staff III/Design Staff III	\$150
Architectural Staff II/Interior Design Staff II/Design Staff II	\$135
Architectural Staff I/Interior Design Staff I/Design Staff I	\$120
Designer	\$110
Senior Technician	\$135
Technician	\$110
Administrative	\$75

R+L Consultants	
Senior Principal	\$235
Principal	\$195
Project Manager	\$165
Project Biologist	\$115
Field Technician	\$85
Clerical	\$60
Wood	
Lead Geotechnical Engineer	\$175
CEI Lead Engineer	\$175
Geotechnical Engineer	\$90
CEI Senior Inspector	\$100
Primary Inspector	\$65
Primary Inspector	\$50

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Pittman Engineering Co., 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 **Pittman Engineering Co., LLC** ("VENDOR"), mailing address at PO BOX 822, Richmond Hill, GA 31324.

WHEREAS, THE COUNTY and Pittman Engineering Co., LLC entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Pittman Engineering Co., LLC

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

Pittman Engineering

Attachment A to Amendment

Item IX. 2.

Post Office Box 822
Richmond Hill, Georgia 31324
912-445-0578

February 15, 2023

Effingham County Purchasing Department
Alison Bruton, Purchasing Department
601 N. Laurel Street
Springfield, GA 31329

RE: Letter of Commitment
21-007 IDC Renewal 2023-2024
Engineering Services
for Effingham County, Georgia

Dear Alison:

The Pittman Engineering team comments to renew our Engineering Services Agreement (21-007 IDC) to Effingham County for the years 2023-2024. Our team commits that the previous Statement of Qualifications package remains the same. The updated Fee Schedule is attached for the 2023-2024 renewal.

Thanks for the opportunity to extend the Engineering Services Agreement and we look forward to continuing the partnership.

Sincerely,
PITTMAN ENGINEERING CO., LLC



Jason Bryant, P.E.



IDC – PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES
FOR EFFINGHAM COUNTY BOARD OF COMMISSIONERS
No. 21-007 IDC



2023 BILLING RATES
Pittman Engineering Co., LLC
(January 1, 2023 – December 31, 2023)

	Rate/Hour
Principal	\$175
Senior Project Engineer	\$160
Engineer	\$95
Technician	\$90
Illustrator	\$75
Intern	\$65
Construction Observer	\$85
Administrative	\$60
Sub-contractor / Sub-Consultant	Cost + 15%
Reimbursable Expenses	Cost + 15%
Mileage	Federal Rate

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Pond & Company**

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 **Pond & Company** ("VENDOR"), mailing address at 49 Park of Commerce Way, Suite 203, Savannah, GA 31405.

WHEREAS, THE COUNTY and Pond & Company entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Pond & Company

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

T: 912.228.3611
www.pondco.com

February 14, 2023

Mrs. Alison M. Bruton
Purchasing Agent
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
804 S. Laurel Street
Springfield, Georgia 31329

RE: 21-007 IDC for Professional Engineering and Architectural Services
2023 Renewal and Revised Fee Breakdown

Dear Mrs. Bruton,

Thank for the opportunity to renew our agreement for the 21-007 IDC Professional Engineering and Architectural Services contract. Our revised fee breakdown is provided on the following page.

We look forward to continuing our relationship with Effingham County. Please let us know if you have any questions or need additional information.

Sincerely,

POND & COMPANY



James McNabb, SE, PE
Executive Vice President



Melissa Phillips
Associate | Business Development Director

**21-007 IDC Professional Engineering and Architectural Services
2023 Hourly Rate Schedule**

Pond & Company (Prime Consultant)

Description	Hourly Rate
Principal-in-Charge	\$ 250.00
Sr. Project Manager / Sr. Contract Administrator	\$ 230.00
Project Manager / Contract Administrator	\$ 210.00
Architect	\$ 200.00
Architectural Intern	\$ 110.31
Sr. Interior Design	\$ 152.34
Jr. Interior Design	\$ 115.57
CAD/BIM Services	\$ 115.57
Sr. Structural Engineer	\$ 210.00
Jr. Structural Engineer	\$ 135.00
Sr. Civil Engineer	\$ 200.00
Jr. Civil Engineer	\$ 130.00
Sr. Mechanical Engineer	\$ 210.00
Jr. Mechanical Engineer	\$ 135.00
Sr. Plumbing Engineer	\$ 170.00
Jr. Plumbing Engineer	\$ 130.00
Sr. Electrical Engineer	\$ 210.00
Jr. Electrical Engineer	\$ 130.00
Landscape Architect	\$ 162.84
Cost Estimator	\$ 141.83
Surveying Services/Registered Surveyor	\$ 120.82
Surveying Services/2-Person Survey Team	\$ 131.33
Clerical/Administrative	\$ 95.00
Construction Administration	\$ 152.34
LEED Services	\$ 162.84
Commissioning Agent	\$ 152.34
Other - Audio-Visual Engineer	\$ 173.35
Other - Communication Systems	\$ 157.59
Other - Electronic Security	\$ 157.59
Other - Environmental Engineer	\$ 183.86
Other - Jr. Fire Protection Engineer	\$ 131.33
Other - Jr. Landscape Designer	\$ 131.33
Other - Senior Fire Protection Engineer	\$ 190.00
Other - Sr. Landscape Designer	\$ 190.00

Terracon (Sub-Consultant)

Description	Hourly Rate
Senior Principal	\$ 258.50
Project Engineer	\$ 159.50
Staff and Field Engineer	\$ 126.50
CAD Operator	\$ 88.00

T. R. Long Engineering (Sub-Consultant)

Description	Hourly Rate
Senior Engineer	\$ 165.00
Project Engineer	\$ 137.50
Registered Land Surveyor	\$ 137.50
Survey Crew	\$ 110.00
CADD Draftsman/GIS Operator	\$ 93.50
Project Inspector	\$ 104.50
Survey Clerical	\$ 55.00

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Roberts Civil Engineering**

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 **Roberts Civil Engineering** ("VENDOR"), mailing address at 301 Sea Island Road, Suite 10, St. Simons Island, GA 31522.

WHEREAS, THE COUNTY and Roberts Civil Engineering entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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.

Roberts Civil Engineering

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____



**Roberts Civil Engineering Municipal Team Proposals
for
Effingham County 2023 Indefinite Delivery Contract Renewal**

February 16, 2023



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Hourly Billable Rate Proposal.....	4



February 17, 2023

Ms. Alison Bruton
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Proposal for 2023 Indefinite Delivery Contract Renewal

Dear Ms. Bruton,

The Roberts Civil Engineering Municipal Team is pleased to submit this Proposal to Effingham County for the 2023 annual renewal of our existing Indefinite Delivery Contract (IDC). We sincerely appreciate this opportunity to extend and grow our service to Effingham County.

Through our unique teaming relationships with respected area Design firms, we are able to craft individual Project Teams to meet the needs of your projects, large and small.

Our Team and I look forward to meeting with you at your convenience to discuss how we can best serve Effingham County.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Johnathan Roberts', is written above the printed name.

Johnathan Roberts, P.E.
President

RCE Team Hourly Billable Rates

Roberts Civil Engineering	Civil Engineering (Site Design, Road Design, Utility Infrastructure Design, Waste/ Storm Sewer Design, Construction Management, etc.)
Principal Engineer	\$ 195.00
Senior Project Manager	\$ 190.00
Project Manager	\$ 185.00
Senior Project Engineer	\$ 185.00
Senior Field Engineer	\$ 150.00
Project Coordinator	\$ 130.00
Field Engineer	\$ 130.00
Draftsman	\$ 130.00
Administrative Assistant	\$ 75.00
LS3P	Architecture (Facility Assessments, Space Planning, New Building Design, Renovation Design, Interior Design, etc.)
Senior Officer/ Senior Principal	\$ 250.00
Officer/ Principal	\$ 225.00
Senior Project Manager	\$ 215.00
Project Manager	\$ 190.00
Senior Architect/ Interior Designer	\$ 175.00
Design Staff III	\$ 150.00
Design Staff II	\$ 135.00
Design Staff I	\$ 120.00
Designer	\$ 110.00
Tharpe Engineering	Structural Engineering (Facility Assessments, Building Systems Evaluation, Structural Design, etc.)
Principal	\$ 225.00
Associate Principal	\$ 185.00

Senior Project Manager	\$ 185.00
Project Manager	\$ 165.00
Project Engineer	\$ 150.00
Design Engineer III	\$ 135.00
Design Engineer II	\$ 125.00
Design Engineer I	\$ 115.00
Structural Designer	\$ 100.00
BIM Manager	\$ 100.00
Administrative Assistant	\$ 65.00

Michael Baker International

Transportation Engineering (Transportation Planning, Highway Design, Road Design, Bridge Design, Highway Lighting Design, Erosion/ Sedimentation/ Pollution Control, etc.)

Senior Project Manager	\$ 275.61
Project Manager	\$ 230.34
Senior Roadway Engineer	\$ 301.82
Roadway Engineer	\$ 230.34
Senior Bridge Engineer	\$ 301.60
Bridge Engineer	\$ 195.78
Senior Environmental Engineer	\$ 187.65
Environmental Engineer	\$ 159.67

Atlas Surveying

Land Surveying (Land Surveying, Utility Location, Site Layout/ Staking, Right of Way Acquisition Platting, etc.)

President/ Principal	\$ 185.00
Survey Manager	\$ 150.00
Survey Crew (Chief/ Instrument Man)	\$ 150.00
CAD Technician	\$ 120.00
SUE Technician	\$ 150.00

Whitaker Lab and Engineering Geotechnical and Environmental Engineering (Soil Boring/ Analysis, Geotechnical Reporting/ Specification, Environmental Assessments, Soil/ Groundwater Testing, Contamination Delineation, etc.)

Principal	\$ 175.00
Engineer in Training	\$ 125.00
Environmental Professional	\$ 150.00
Project Manager	\$ 125.00
Senior Environmental Technician	\$ 125.00
Certified Environmental Technician	\$ 95.00
Laboratory Manager	\$ 100.00
Site Recon Specialist	\$ 100.00

Marquis Latimer + Halback Landscape Architecture (Site Master Planning, Landscape/ Hardscape Design, etc.)

Senior Principal	\$ 295.00
Principal	\$ 220.00
Project Manager	\$ 180.00
Senior Associate	\$ 165.00
Associate	\$ 135.00

T. R. Long Engineering Civil Engineering and Land Surveying (Wastewater Treatment Design, Waste/ Storm Sewer Design, Land Surveying, Utility Location, Site Layout/ Staking, Right of Way Acquisition Platting, etc.)

Principal	\$ 200.00
Senior Engineer	\$ 150.00
Project Engineer	\$ 125.00
Registered Land Surveyor	\$ 125.00
Survey Crew (Chief/ Instrument Man)	\$ 100.00
CAD Technician	\$ 85.00

Sligh Environmental Consultants

Environmental Consulting (Wetlands Determinations, Wetlands Delineation/ Staking, Wetlands Mitigation, Threatened/ Endangered Species Assessments, Environmental Permitting, etc.)

Senior Principal	\$ 250.00
Principal	\$ 200.00
Senior Project Manager	\$ 150.00
Project Manager	\$ 140.00
Project Biologist	\$ 115.00
Field Biologist	\$ 90.00
Administrative Assistant	\$ 50.00

**Amendment No. 1 to the
Contract for Indefinite Delivery Professional A&E Services
Executed April 20, 2021
between
Board of Commissioners of Effingham County
and
Thomas & Hutton Engineering Co.**

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 & Hutton Engineering Co.** ("VENDOR"), mailing address at 50 Park of Commerce Way, Savannah, GA 31405.

WHEREAS, THE COUNTY and Thomas & Hutton Engineering Co. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (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. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of the Contract 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 & Hutton Engineering Co.

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

February 2, 2023

Ms. Alison Bruton
Purchasing Agent
Effingham County Purchasing Department
601 North Laurel Street
Springfield, GA 31329

Re: Request for Qualifications No. 21-007
Annual Renewal – Request for Hourly
Rate Increase

Dear Ms. Bruton:

Thank you for intending to renew our Effingham County Indefinite Delivery Contract for 2023. Thomas & Hutton is pleased to inform you of our intent to renew our on-call contract with Effingham County. Pursuant to your request, please find hourly rate modifications attached for inclusion with the 2023 contract renewal. Hourly fee increases are required to balance increased inflation of more than 10-percent since execution of the original on-call contract in April 2021. The increased fees are required to maintain competitive labor compensation rates, affording the increased cost of goods to provide our services, and maintaining high quality business activities.

We appreciate our relationship with Effingham County and look forward to working you in 2023. Should there be any questions or need for discussion, please call us at (912) 721-4197.

Sincerely,

THOMAS & HUTTON

A handwritten signature in blue ink, appearing to read 'Kevin M. Smith', is written over a light blue rectangular background.

Kevin Smith, P.E.

KMS/kts



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 Manager 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		Permit Coordinator III Application Developer II
\$ 125.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	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 II	Permit Coordinator I
\$ 100.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 95.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 90.00						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 1.5 times the cost.
5. All rates and charges are effective through December 31st, 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.

Staff Report

Subject: Award acceptance for GEMA State Homeland Security Program (SHSP) Grant

Author: Jody Jones, Grants Coordinator, presented by Mark W. Barnes

Department: Finance Department

Meeting Date: 3/7/23

Item Description: Consideration to accept a grant award from and to contract with GEMA State Homeland Security Program (SHSP) Grant.

Summary Recommendation:

Staff is recommending approval to accept a grant award from and to contract with GEMA State Homeland Security Program (SHSP) Grant.

Executive Summary:

The Homeland Security Grant Program supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. The HSGP supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience. HSGP funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas. At least eighty percent (80%) of funds must be passed through to local or tribal units of government. At least twenty-five percent (25%) of the overall HSGP funds received by the state must be dedicated towards law enforcement terrorism prevention activities (LETPA).

The Sheriff's Office will utilize the funds for courthouse security to help build and enhance Effingham County's ability to protect citizens.

Background:

1. The County applied for this grant back in April 2022.
2. This is a reimbursement grant.
3. The awarded funding amount is \$27,552.
4. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve to accept a grant award from and to contract with GEMA SHSP.
2. Do not approve to accept a grant award from and to contract with GEMA SHSP.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept a grant award from and to contract with GEMA SHSP.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance

Funding Source:

No cost share requirement

Attachments:

1. GEMA SHSP Award Letter
2. GEMA SHSP Agreement
3. GEMA SHSP Certification-Lobbying, Debarment, Drug-Free Workplace Form
4. GEMA SHSP Assurances-Non-Construction Form
5. GEMA SHSP Assurances-Construction Form
6. GEMA SHSP NIMS Compliance Form

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

700 N. Pine St.

Springfield, GA 31329

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
Effingham County Board of Commissioners	EMW-2022-SS-00048
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

NIMS Compliance Form

Item IX. 3.

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☐ **IS-800** National Response Framework, An Introduction
 - ☐ **ICS-200** ICS for Single Resources and Initial Action Incidents
 - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
 - ☐ **ICS-400** Advanced ICS for Command and General Staff
 - ☐ **IS-701** NIMS Multiagency Coordination Systems (MACS)
 - ☐ **IS-702** NIMS Public Information Systems
 - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Effingham County Board of Commissioners

Agency

Authorized Signature

Date

Mark Barnes

From: Clint Hodges
Sent: Wednesday, January 11, 2023 3:31 PM
To: Mark Barnes
Subject: FW: EXTERNAL:SHSP Award Notification

Mark,

I received this message this morning.

Clint

From: ga.emgrants.com [mailto:no-reply@emgrants.com]
Sent: Wednesday, January 11, 2023 11:41 AM
To: Matt Gill <MGill@EffinghamCounty.org>
Cc: Clint Hodges <chodges@EffinghamCounty.org>
Subject: EXTERNAL:SHSP Award Notification

Dear Matthew Gill,

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that the State of Georgia has awarded the Effingham (county) a sub grant funded from the federal FY2022 State Homeland Security Program. The amount of the grant is \$27,552.00 to build and enhance your community's capabilities in Homeland Security.

The grant funding can be used only for the purposes specified and authorized by a Recipient-Subrecipient Agreement, so no action can be undertaken until the agreement has been finalized. Please review, complete and return the grant agreement you have received from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) containing specific information regarding your grant, by following these steps:

- Login to ga.emgrants.com and navigate to the award by clicking on this link: <https://ga.emgrants.com/app/#182315>.
- Scroll down to the bottom of the screen to where Document Templates are located. Click on each of the listed document templates to download them.
- Review and sign the State/Local Agreement.
- Upload a signed copy of the agreement at: <https://ga.emgrants.com/app/#182315>.
- Click on the Advance button to submit the signed agreement to the State for review.

Thank you for your commitment to protect Georgia's citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

James C. Stallings
Director
Georgia Emergency Management and Homeland Security Agency

This is an automated email generated by ga.emgrants.com, please do not reply.

Item IX. 3.

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. ****

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairman-at-Large
APPLICANT ORGANIZATION	DATE SUBMITTED
Effingham County Board of Commissioners	3/7/23

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Chairman-at-Large	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Effingham County Board of Commissioners		03/07/2023	



**FISCAL YEAR 2022
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Effingham (county)

GRANT NO: 23

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2022 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$27,552.00 to Effingham (county), as Subrecipient, in accordance with the Fiscal Year 2022 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, the Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2022, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2024. No modifications to the Budget can be made after the termination date, September 30, 2024 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY22 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY22 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- | | |
|-----------|--|
| Exhibit A | Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit B | National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit E | Tangible Property Report
(KEEP FOR REFERENCE) |
| Exhibit F | Department of Homeland Security, HSGP, Grant Agreement Number <u>.EMW-2022-SS-00048</u> , Agreement Articles (KEEP FOR REFERENCE) |
| Exhibit G | Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER) |
| Exhibit H | DHS/FEMA Fiscal Year 2022 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: |

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE
PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the BABAA requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2022 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

J. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY22 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.frs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2022 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2022 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2022 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2022 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.

- F.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G.** Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N.** No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any

portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.
- Q. Environmental Historical Preservation (EHP)
1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
 3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY22 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational->

- [bulletins.](#)
- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
 - S. The Subrecipient agrees that funds from the FY 2022 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
 - 1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 - 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 - 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 - 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY22 NOFO (Exhibit H) and Information Bulletin 288.
 - 5. All Subrecipients leveraging FY 2022 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
 - T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
 - 1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 - 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
 - U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use

small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY22 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Effingham (county) have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT



Signature

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

01 / 11 / 2023
Date of Signature

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____/_____/_____
Date of Signature

11-1111111

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXXX)

Staff Report

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

Author: Jody Jones, Grants Coordinator, presented by Mark W. Barnes

Department: Finance Department, Effingham EMA

Meeting Date: 3/7/23

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

Summary Recommendation:

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

Executive Summary:

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

Item	GEMA	EC Match	Total
Personnel - EMA Director	\$7,275.00	\$7,275.00	\$14,550.00
Equip- Autel Robotics EVO II Thermal Drone Bundle *Vendor may change*	\$4,350.00	\$4,350.00	\$8,700.00
Equip/Supplies- Plum Case Portable Broadband Kit *Vendor may change*	\$4,050.00	\$4,050.00	\$8,100.00
Grand Total	\$15,675.00	\$15,675.00	\$31,350.00

Background:

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

Alternatives for Commission to Consider:

1. Approve the submittal of a grant application to GEMA EMPG Program.
2. Do not approve the submittal of a grant application to GEMA EMPG Program.
3. Provide Staff with Direction

Recommended Alternative:

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

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, Effingham EMA

Funding Source:

Cost share requirement of \$15,675.00

Attachments:

Effingham EMA Quotes



AUTEL
AutelPilot

EVO Max 4T

Drones



Enterprise Drones



Drone Accessories



Contact Us



Autel Robotics EVO II Dual 640T RTK V3 Thermal Drone Rugged Bundle

★★★★★ 1 review

\$8,700.00**● Only 2 left in stock - order soon**

No Geofencing

6.4" Smart Controller SE**15KM Image Transmission****RTK module with centimeter-level accuracy****SkyLink 2.0****50MP Picture/0.8" CMOS Sensor**

640*512 Thermal Imaging Resolution

10 Thermal Color Palettes

360° Obstacle Avoidance

Dynamic Track 2.0

38 Mins Flight Time

1

**ADD TO CART****BUY
IT
NOW**

Plum Laboratories, Inc.
1950 Hendersonville Rd.
Unit 33
Skyland NC 28776
P: (615) 686-9710 | E: sales@plumcases.com



Quote: #Q0003224
Created: 12/6/2022
Expires: 1/5/2023
Prepared By: Jon Eggena
Phone: (615) 478-2374
Email: jeggena@plumcases.com

Prepared for (Bill-to Contact)
Contact: Clint Hodges
Email: EEMA@EffinghamCounty.org
Phone: (912) 754-8200

Bill To
2313 GA-Effingham County-Emergency
Management Agency
181 Recycle Way
Guyton GA 31312
United States

Ship To
GA-Effingham County-Emergency
Management Agency
804 S Laurel Street
Springfield GA 31329
United States

End User Customer: 2313 GA-Effingham County-Emergency Management Agency

TOTAL

\$8,098.92

QTY	Item	Total Unit MSRP	Unit Price	Line Total
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1	XPL0005 Plum Explorer 5G-Ready Dual Modem w/PPB The patented Plum Explorer™ is 5-G Ready and includes an IFR900-1200M-B and MC400LP6 modem. Proprietary Plum Antenna Array. Proprietary Plum Power Bank™ with one Plum Li-ion cylinder smart battery pack. Comes standard with two ports: a lighted power button and universal charging port. Configured and designed in a highly ruggedized case.	\$7,499.00	\$7,499.00	\$7,499.00
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Memo

Subtotal	\$7,499.00
Shipping Cost	\$0.00
Tax Total (%)	\$599.92
Total	\$8,098.92

Credit Card Fee (if Paying by CC) \$242.97

Total if Paying by Credit Card \$8,341.89



Q0003224

Introduction to Plum Laboratories

Jon Eggena
Business Development
Healthcare
Office Phone: 615-478-2374
E-mail: jeggena@plumcases.com

ANYWHERE CONNECTIVITY YOU CAN DEPEND ON



PLUM · CASE[®]
PLUM LABORATORIES, INC.

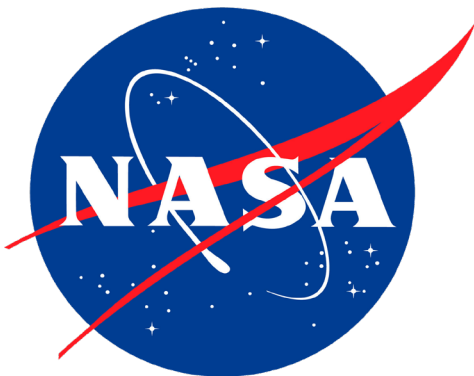
ABOUT PLUM LABORATORIES

We are dedicated to the development and production of world-class, portable, high speed, connectivity devices.

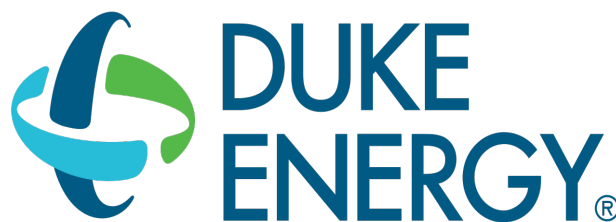
- Plum Laboratories began in 2016.
- Living in a rural county in Tennessee, co-founder Lee Williams worked to create a portable communication solution for his home county.
- The solution was developed to ensure communication anywhere in a form that could be shared by everyone, for any use.
- After 41 prototypes and exhaustive testing, the Plum Case® was born.

Today, Plum Laboratories has more than 10 patents and is the GOLD standard for portable wireless communications.

Trusted
By



FEMA



First American
MORTGAGE SOLUTIONS



WHY
PLUM?

Your Mobile Network on the Go™

Item IX. 4.



**Portable.
Reliable.
Secure.
Easy to Use.**

- **Compact in size** which allows it to be used in almost any location
- Utilizes highly-sensitive antennas to deliver **high connectivity** with significantly **increased data speeds** to any Wi-Fi enabled device
- Aggregates multiple cellular frequencies for the same carrier for **improved throughput and reliability**
- **Protects sensitive data** using AES256-bit Encryption and FIPS 140-2 compliant cases are available where required.
- Provides high-speed internet, and data and voice communication with a simple flip of a switch and **no assembly** needed

USE CASES

When Communication is Mission Critical, Connectivity Matters.

BUSINESS CONTINUITY

Protect revenue streams, boost customer satisfaction, and maintain productivity.

- Weeks Marine
- Exxon
- Southern Cal Edison

DISASTER PREPAREDNESS

A critical lifeline in emergencies, share information quickly and securely.

- FEMA
- Veterans Administration
- U.S. Coast Guard
- State EMAs

DAY ONE CONNECTIVITY

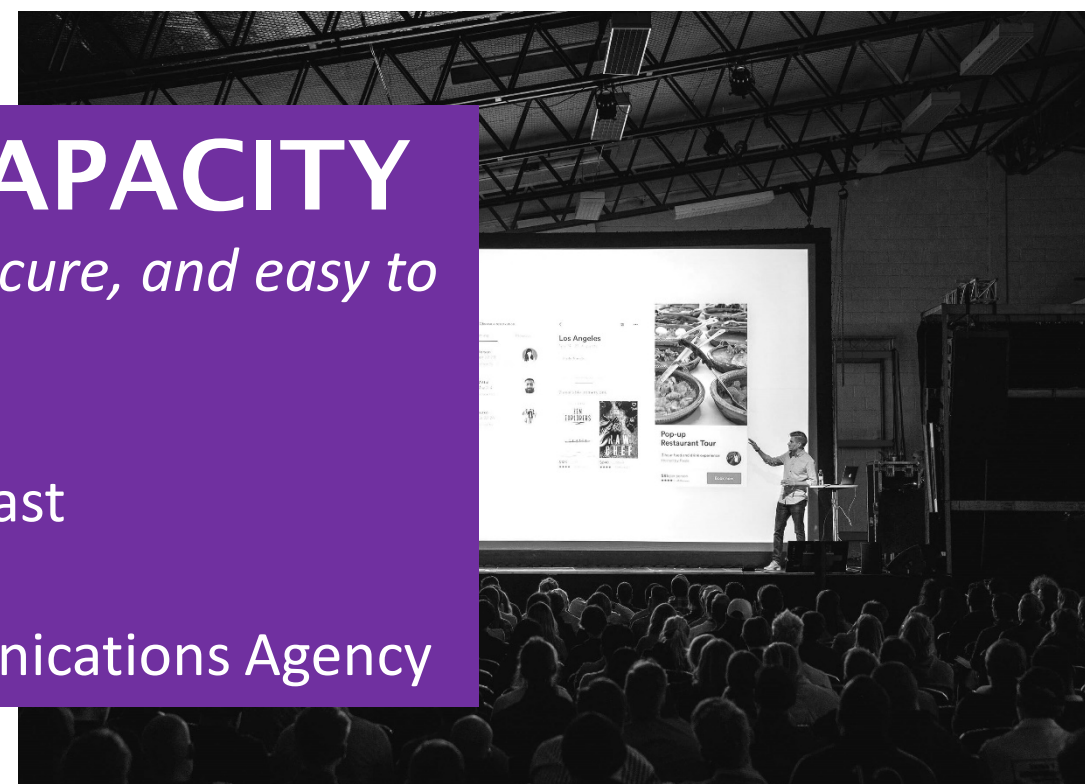
A high-speed network to connect people, teams, and communities on day one.

- First American Mortgage
- Medical University of South Carolina
- Union Pacific

NETWORK CAPACITY

A dedicated, reliable, secure, and easy to use portable network.

- Amazon Productions
- TMZ Grammy Broadcast
- Super Bowl
- White House Communications Agency



PLUM in HEALTH CARE

- Vaccine Distribution
- Pop-Up Medical Clinics
- Mobile Medical Clinic Vans
- Off-site charity events
- Home Health/Rural Health
- EHR & VOIP back-up
- Drone support



CASE
STUDY

Western Kentucky Tornadoes

PLUM LABORATORIES CASE STUDY:
2021 WESTERN KY TORNADOES

DEPLOYED

11

PLUM CASES ACROSS
THE REGION

HELPED MORE THAN

1,800

FAMILIES CONNECT

SUSTAINED PHARMACIES FOR

3+

WEEKS TO ENABLE CONTINUED
DISTRIBUTION OF MEDICATION**Plum Portable Broadband Kits
Enabled:**

- Emergency managers to reach cell towers outside of the disaster zone, which enabled them to provide communication within the disaster zone
- Immediate deployment of Plum Cases to establish connectivity to Emergency Operation Centers (EOCs)
- Caldwell County 911/ambulatory service
- More than 1800 families to get online to request support within the first few days of the event
- Redundancy for Baptist Health Medical Group mobile clinic
- Pharmacies in Dawson Springs, Nortonville, and Mayfield to continue distributing medication for three weeks until service was restored



TRUSTED
BY



Healthcare Coalitions using the Plum Case

Kentucky

Wyoming

Tennessee

South Carolina

Georgia

North Carolina

Texas

Florida

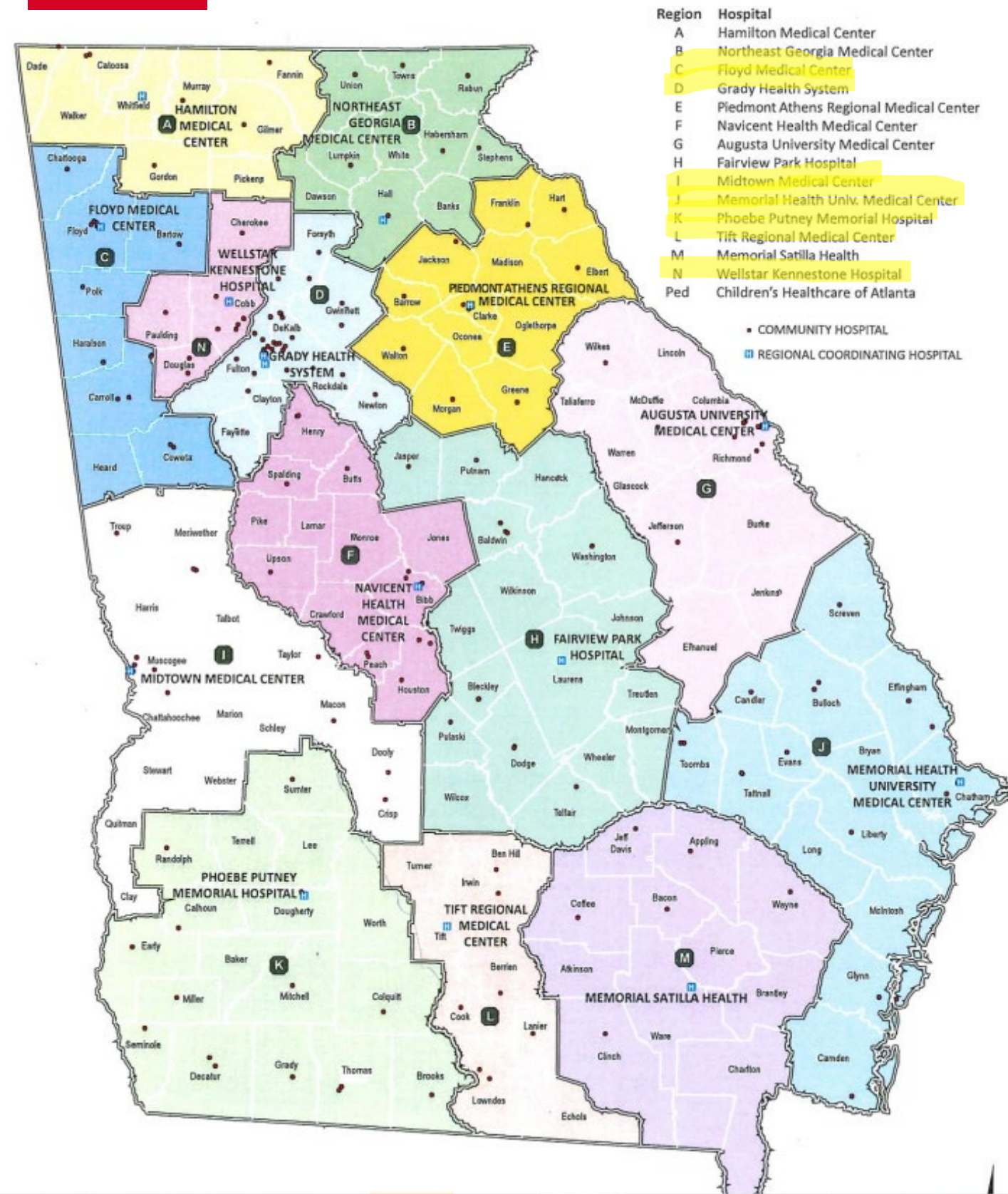
Pennsylvania

TRUSTED
BY

Healthcare Coalitions using the Plum Case in



Healthcare Coalitions



Testimonial from Eastern Kentucky Preparedness Coalition

- * In February of 2021, Eastern Kentucky as ROCKED by a massive ice/snow storm.
- * Radiologist was scheduled to be on a shift in the ED & ICU as well as being on-call at a level 2 trauma center.
- * Due to the storm, he was completely out of power/internet and unable to leave his residence.
- * The HCC was able to deliver him a Plum Case to his residence via “a short hike thru the hills” and also brought him a stand-by generator.
- * **Once he set up the case, logged on, he was able to access images virtually and give the appropriate report for the care of patients in the ED and ICU allowing the hospital to continue vital services.**
- * ***Thankfully, Dr. Wells was able to utilize the case for a week while snowed and iced in at his home...” – Gina Porter, Healthcare Preparedness Coordinator for Eastern Kentucky Preparedness Coalition, State of Kentucky***

CONCLUSION

The Gold Standard: When communication is mission critical, connectivity matters. Use a Plum Case®

THE PLUM CASE®

1. Patented and proprietary.
2. A Mobile Network on the Go™: provides portable, high speed internet and communication anywhere for up to 248 devices.
3. Leverages both cellular and satellite networks.
4. Easy to use, reliable, secure, and portable.
5. For mission critical communication: disaster preparedness, business continuity, day one connectivity, and network capacity
6. It's all about the antenna array!



Staff Report

Subject: Ratification of Approval of Estimate #R51M16GW for ETR, LLC to remount an ambulance box to a new chassis

Author: Alison Bruton, Purchasing Agent

Department: EMS

Meeting Date: March 7, 2023

Item Description: Estimate #R51M16GW for ETR, LLC to remount an ambulance box to a new chassis

Summary Recommendation: Staff recommends ratification of approval for the remounting of an ambulance box to a new chassis, total cost \$142,980.00.

Executive Summary/Background:

- In October of 2022, an ambulance was involved in a collision which ultimately lead to ACCG totaling the chassis. The box is able to be remounted.
- Given the current unknowns in regards to the new ambulances we have on order, staff felt it was imperative to get this ambulance back up and running as soon as possible. ETR, LLC is able to remount the box on a new chassis and provided a quote of \$142,980.00. We have received approximately \$44,000 from ACCG for the totaled chassis, and the last two new ambulances we ordered cost \$215,000.00.
- In an effort to expedite the process and not lose the chassis, the County Manager has approved the estimate and is requesting ratification.

Alternatives for Commission to Consider

1. Ratification of Approval of Estimate #R51M16GW for ETR, LLC to remount an ambulance box to a new chassis in the amount of \$142,980.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EMS, Finance, Purchasing, County Manager

Funding Source: SPLOST

Attachments: Specs and SOW from Vendor

PURCHASE ORDER

Effingham County Board of Commissioners

804 S LAUREL STREET
SPRINGFIELD, GA 31329
Phone: 912-754-2159
Fax: 912-754-8413

DATE:
P.O. #

2/24/2023
R51M16GW

VENDOR

ETR, L.L.C.
700 S French Ave.
Sanford, FL 32771
ATTN : Danny Gass

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
1	Removal and remounting of Ambulance Module	1	\$142,980.00	\$142,980.00

SUBTOTAL	\$ 142,980.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
TOTAL	\$ 142,980.00

OTHER COMMENTS OR SPECIAL INSTRUCTIONS

ECBOC is a tax exempt entity. Tax ID# is 58-6000821

ETR, L.L.C. agrees to remove and remount the Custom Works Type 1 Ambulance Module as described in the ETR's SOW and Quote R51M16GW.

ETR, L.L.C.
- SIGNATURE

TITLE

ETR, L.L.C.
- PRINT NAME

DATE



AUTHORIZED BY - SIGNATURE

County Manager
AUTHORIZED BY - TITLE

Tim Callanan

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE

February 24, 2023

Ms. Wanda McDuffie, Director
Effingham County
285 1st. Street Extension
Springfield, Ga. 31329

We are pleased to provide you with the following pricing, scope of work, and chassis specification for the removal of your Custom Works Type I Ambulance module. The module will be removed from your 2019 Ford F-450 damage chassis and remounted as per scope of work onto new Ford F-450 chassis. The module will be remounted as per Federal Motor Vehicle Standards (FMVSS), National highway Traffic Safety Administration (NHTSA), Ford QVM and CAAS GVS V2. National Remount Standards.

PRICING:

- Total price for F-450 chassis and remounting of your Type I module - \$142,980.00.
- Price includes towing of wrecked unit from Jacksonville FL to ETR's facility in Sanford FL. and no transportation of wrecked chassis.
- Above price is based on the availability of the new Ford F-450 we have coming in or 30 days.
- Included in above price: graphic on new chassis only, hotel, meals for one (1) person to come to ETR's facility for final inspection and delivery of completed unit to your location.
- TERMS: Payment in full is due upon the final inspection of completed unit. Upon payment ETR, L.L.C. shall furnish the County a "Statement of Origin" or the necessary validated documents for title application.

OPTIONAL PRICING:

- Provide and install new Ranch Hand Legend Grill Guard at time of remount - \$1,850.00.

Sincerely,



Danny Gass
Regional Sales Manager
ETR, L.L.C

Scope of Work

Customer Name / Address
ETR

Date	Estimate #
2/16/2023	R51M16GW

Item	Description
	CUSTOMER NAME: EFFINGHAM COUNTY
	UNIT OR ID # 51-M16
	Current Chassis: 2019 FORD F450 4X2 169WB DIESEL 1FDUF4GT XKDA22666
	New Chassis: 2023 FORD F450 4X2 169WB GAS
	Ambulance Module OEM: CUSTOM WORKS 148 X 96 X 73
	Sales Manager: DANNY GASS

Q 100	PRE-INSPECTION
Q100-1	ETR will test the mechanical, electrical and O2 systems. The customer will be notified of findings.
	***** END OF SECTION *****

	-----<< LIGHTING >>-----

E 101	REMOVE LIGHTING
	> REMOVE EXTERIOR LIGHTING
E101-5	Chassis - Remove (2) Grill and (2) Intersection Lights. Lights to be reinstalled on new chassis
E101-SPEC	Remove Scene light from front grille guard. (Tag for re-install)
	***** END OF SECTION *****
E 122	INSTALL LIGHTING
	> CHASSIS LIGHTING
E122-22	GRILL LIGHTS - Reinstall (2) Lights on Grille Guard
E122-23F	INTERSECTION LIGHTS - Reinstall (2) Lights.
	> INTERIOR LIGHTING
E122-26	DOMELIGHTS - No change.
E122-27	FLUORESCENT LIGHTS - No change.
E122-28	ACTION AREA LIGHT - No change.
E122-29	ENTRYWAY LIGHT - No change
E122-30	COMPARTMENT LIGHTS - No change.
	***** END OF SECTION *****

	-----<< ELECTRICAL >>-----

E 104	DISCONNECT WIRING
E104-1	Pull back wires from under hood and label. Includes cables.
E104-2	Remove radios, switch panel, console components, cab components.

Scope of Work

Customer Name / Address
ETR

Date	Estimate #
2/16/2023	R51M16GW

Item	Description
E104-3	Pull all wires from console to module and label.
E104-4	Disconnect all chassis grounds.
E104-8	Remove cab mounted radio antennas.
E104-9	Inspect all removed electrical circuits, fuses, and components for damage. Inspect cab switch console for operation and for any damage. Notify sales of any issues.
	***** END OF SECTION *****
E 124	ELECTRICAL
	> CAB/HOOD/CHASSIS ELECTRICAL
E124-1	New Cab - Remove seats, trim, headliner.
E124-2	Route wiring harness for exterior scene light and lightbar.
E124-3	Drill hole for new conduit into cab.
E124-4	Catalog and separate wires. Separate, Route, and extend wiring to under hood locations and cab locations.
E124-5	Route and hook up main battery power supply cables as required.
E124-6	Modify and Reinstall console from old cab.
E124-7	Transfer reinstall and wire siren controller.
E124-8	Transfer reinstall and wire switch panel.
E124-9	Transfer, reinstall, and wire in, console and cab components.
E124-10	Transfer, reinstall, and wire in, radios.
E124-12	Transfer, reinstall, and wire in, monitor for camera system.
E124-13	Install Anti-theft security module. (Per CAAS requirements).
E124-14	Install chassis interface modules.
E124-15A	Install and hook up new battery switch.
E124-16	Wire all chassis tie in circuits - Ignition, Clutch, Neutral Safety, Park brake, etc.
E124-37	Reinstall seats, seatbelts, trim, and headliner. (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
	> MODULE INTERIOR ELECTRICAL
E124-17	Install and wire in condenser fan relay.
E124-19	Test front and rear switch/control panel functions. Notify sales of any issues.
E124-20	Test inverter functions. Notify sales of any issues.
	> MODULE EXTERIOR ELECTRICAL
E124-27	Tie-in tail light harness to OEM harness. Includes brake, turn, tail, and reverse lights.
E124-28	Install new backup alarm.
E124-33A	Install and wire new ES100 bumper speakers for siren. Include S/S ETR grills.
E124-35	Install chassis and battery grounds.
E124-99	Power up module and function test.
	***** END OF SECTION *****

Scope of Work

Customer Name / Address
ETR

Date	Estimate #
2/16/2023	R51M16GW

Item	Description
	***** -----<< HVAC >>----- *****
A 106	DISCONNECT AND REMOVE HVAC SYSTEMS
A106-1	Evacuate A/C system.
A106-2	Disconnect and pull back all A/C and heater hoses. Cap off hoses to prevent contamination. (They will be reconnected to new chassis)
A106-3	Disconnect and remove the module A/C evaporator. Cap off to prevent contamination. (It will be reinstalled)
A106-4B	Disconnect and remove condenser - Roof of module mount. Cap off to prevent contamination. (It will be reinstalled)
A106-7	Return Chassis system to original OEM build.
A106-8	Charge Old Chassis AC.
	***** END OF SECTION *****
A 125	HVAC SYSTEMS
A125-1	Route and reconnect AC and Heater hoses to new chassis. If hose splice is required, ensure splices are in serviceable location.
A125-2	Reconnect and reinstall module evaporator.
A125-3	Connect and reinstall condenser - Under module mount.
A125-4	Install new heat shield.
A125-6	Charge A/C system and check pressures to OEM specifications.
	***** END OF SECTION *****
	***** ---<< HARDWARE >>--- *****
C 102	REMOVE HARDWARE
C102-5	Remove Fuel Fill
C102-8	Remove rear bumper.
	***** END OF SECTION *****
C 121	INSTALL HARDWARE
C121-2	Reinstall rear bumper and flip up step.
C121-8	Reinstall fuel fill housing.
C121-8-1A	Install new DEF fill housing.
C121-10A	Install new diamond plate running boards and bracing.
C121-12	Install new Phoenix wheel covers. (Make sure lugnuts are torqued to spec and signed off in critical process book before installing wheel covers per QVM requirements)
C121-13	Install new braided stainless steel valve extension to rear wheels.

Scope of Work

Customer Name / Address
ETR

Date	Estimate #
2/16/2023	R51M16GW

Item	Description
C121-15	Install reflective DOT stickers. Red at rear (4) and amber at front (4)
C121-18	Install new mudflaps.
	***** END OF SECTION *****
I 131	PASS-THRU, BELLOWS
I131-1	Install new accordion bellows for pass through. Seal with black silicone.
	***** END OF SECTION *****
I 132	CAB INTERIOR PANELS
I132-1A	Fabricate and install new interior cab close out panels - Type I cab
	***** END OF SECTION *****
I 154	O2 SYSTEM / MED AIR SYSTEM / HELIOX SYSTEM
I154-1	Pressure test oxygen system. Notify Sales of any issues.
I154-2	Check function of wall outlets for flow.
	***** END OF SECTION *****

	----<< FABRICATION AND BODY MODS >>----

F 142	STREET SIDE MODULE MODIFICATIONS
F142-SPEC	Cut out hole for DEF fill, Streetside
	***** END OF SECTION *****
F 147	FABRICATE DIAMOND PLATE
F147-7	Fabricate new diamond plate running boards and bracing.
	***** END OF SECTION *****
F 149	FABRICATE NON-DIAMOND PLATE
F149-6	Fabricate new cab window blank - Type I
	***** END OF SECTION *****

	----<< PAINT & GRAPHICS >>----

	> PAINT MISC ITEMS
P113-12	Prep and paint rear window blank.
	***** END OF SECTION *****
G 203	GRAPHICS AND LETTERING

Scope of Work

Customer Name / Address
ETR

Date	Estimate #
2/16/2023	R51M16GW

Item	Description
G203-1	Produce and install graphics on cab only per customer approved layout. ***** END OF SECTION *****
	***** ----<< BODY MOUNT & CHASSIS PREP >>---- *****
F 105	REMOVE MODULE
F105-1	Unbolt and remove module and secure on a cart.
F105-2	Inspect mounting sill and notify sales of any issues.
F105-3	Old Chassis - Inflate tires.
F105-4	Old Chassis - Install temporary tail lights.
F105-5	Old Chassis - Vacuum out cab.
F105-6	Old Chassis - Close off all electrical penetrations in cab. Close out the pass thru to the cab to prevent damage from the environment. Close out all holes in cab and cap fuel fill. ***** END OF SECTION *****
F 130	CHASSIS PREP & MODIFICATIONS
F130-1	Weigh new chassis (4-point) and record in critical process book. (Per QVM requirements)
F130-2	Verify old chassis length and outrigger locations - Layout new chassis for body mount.
F130-4	Install new isolators to outriggers with new Grade #8 fasteners - Type I (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
F130-5	Prepare the back of the cab - Type I
F130-6	Prep for fuel fill.
F130-7	Prep for DEF fill.
F130-8	Fab and weld on frame extensions to rear. > EXHAUST
F130-18	Terminate exhaust at outer edge of body ***** END OF SECTION *****
F 138	SUSPENSION MODIFICATIONS
F138-1	Install Liquid Spring suspension system (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)
F138-2	Install Liquid Spring electrical harnesses and components. ***** END OF SECTION *****
F 120	MOUNT MODULE
F120-1	Type I - Set mod on chassis and bolt in place using new mounting fasteners (grade #8 fasteners) (Torque bolts to spec, apply torque seal, and sign off in critical process book per QVM requirements)

Scope of Work

Customer Name / Address
ETR

Date	Estimate #
2/16/2023	R51M16GW

Item	Description
	***** END OF SECTION *****

	----<< QUALITY CONTROL AND FINAL PREP >>-----

Q 190	ROAD TEST/WEIGHT
Q190-1	Road test vehicle both interstate and city roads with a technician in the rear testing functions.
Q190-2	Apply fuel to vehicle to ensure proper filling without hesitation of spillage.
Q190-3	Vehicle will be weighed for tag and registration.
Q190-4	Perform 4-point weight of completed unit for weight analysis and payload. (Per QVM and CAAS requirements)
	***** END OF SECTION *****
Q 191	QUALITY CONTROL
Q191-1	The vehicle will be inspected and any workmanship issues found will be corrected.
	***** END OF SECTION *****
D 192	DETAIL AND FINAL PREP
D192-1	The vehicle will get front end alignment.
D192-2	The complete vehicle will be detailed prior to customer inspection.
D192-3	Install all final labels "No Smoking" "Fasten Seat Belts" "ETR Final Vehicle Plate" "FMVSS Label" "CAAS Certification Label"
D192-4	All owners and equipment manuals are to be put in the cab of vehicle.
D192-5	All take-off parts including battery and cot hardware shall be returned to customer.
	***** END OF SECTION *****
Q 193	CUSTOMER INSPECTION
Q193-1	The vehicle will be inspected with customer and any workmanship issues or discrepancies found will be corrected.
	***** END OF SECTION *****
S 194	PICKUP / DELIVERY OF UNITS
S194-1	Customer will be responsible for all transport of unit - Including old chassis.
	***** END OF SECTION *****

CNGP530

VEHICLE ORDER CONFIRMATION

02/24/23 09:26:04

==>

Dealer: F53116

2023 F-SERIES SD

Page: 1 of 2

Order No: 1235 Priority: C1 Ord FIN: LC196 Order Type: 4B Price Level: 325
 Ord PEP: 653A Cust/Flt Name: ETR PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
F4G F450 4X2 CHAS/C	\$50845	\$48303.00		.FOG LAMPS			
169" WHEELBASE				.ADJ GAS/BRK PDL			
Z1 OXFORD WHITE				.REMOTE START			
3 40/20/40 CLOTH				.8 WAY PWR DRV			
S MED DARK SLATE				16500# GVWR PKG			
653A PREF EQUIP PKG				41H ENG BLK HEATER	100	91.00	
.XLT TRIM				425 50 STATE EMISS	NC	NC	
.AMFM/MP3/CLK				47L AMBUL SPEC EMIS	1205	1096.00	
99T 6.7L V8 DIESEL	9995	9096.00					
44G 10-SPD AUTOMATC	NC	NC		TOTAL BASE AND OPTIONS	67050	61475.90	
TGJ 225 BSW AP 19.5				TOTAL	67050	61475.90	
X4N 4.10 LTD SLIP	395	360.00		*THIS IS NOT AN INVOICE*			
166 CARPET DELETE	(50)	(46.00)		* MORE ORDER INFO NEXT PAGE *			
17V XLT VALUE PKG	1900	1729.00		F8=Next			
.BACKGLASS DEF				F3/F12=Veh Ord Menu			

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QE052381

CNGP530

VEHICLE ORDER CONFIRMATION

02/24/23 09:26:47

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Dealer: F53116

2023 F-SERIES SD

Page: 2 of 2

Order No: 1235 Priority: C1 Ord FIN: LC196 Order Type: 4B Price Level: 325
 Ord PEP: 653A Cust/Flt Name: ETR PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
67B .410 AMP ALTRNTR				ETR			
JOB #1 BUILD				Sanford, FL			
512 SPARE TIRE/WHL2	350	319.00					
59H HI MNT STOP LMP	NC	NC					
61J JACK	NC	NC					
872 RR CAM & PREP K	415	377.00					
SP FLT ACCT CR		(1792.00)					
FUEL CHARGE		47.90					
DEST AND DELIV	1895	1895.00					

TOTAL BASE AND OPTIONS 67050 61475.90

TOTAL 67050 61475.90

THIS IS NOT AN INVOICE

SHIP-TO: 88JLR2

F7=Prev

Staff Report

Subject: Fiscal Agent Designation and Acceptance Agreement for Family Connection

Author: Stephanie Johnson, County Clerk

Department: Administration

Meeting Date: March 7, 2023

Item Description: Consideration to approve the Fiscal Agent Designation and Acceptance Agreement for Family Connection

Summary Recommendation:

Each year in the past, the County has been requested to act as the fiscal agent for Family Connections. We act as fiscal agent and contract with the state for the grant which funds Family Connections.

Executive Summary/Background:

1. This agreement covers the period of 7/1/2023 – 6/30/2024
2. The county will continue to serve as Fiscal Agent for Family Connections into FY24.
3. The State will provide a new contract for FY24 when available for consideration of approval by the Board of Commissioners

Alternatives for Commission to Consider:

1. Approve the Fiscal Agent Designation and Acceptance Agreement
2. Do not approve the Fiscal Agent Designation and Acceptance Agreement
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative #1

Other Alternatives: N/A

Department Review: Administration

Funding Source: Funding is based on the amount of the State Grant. No match is required.

Attachments:

1. Fiscal Agent Designation and Acceptance Agreement

EXAMPLE ONLY—DO NOT SIGN**FISCAL AGENT DESIGNATION AND ACCEPTANCE AGREEMENT FY 2024**

Annex A Part 5

EXAMPLE ONLY—DO NOT SIGN	
<div style="display: flex; justify-content: space-between;"> Fiscal Agent Designation and Acceptance Agreement COUNTY: _____ </div> <p>The _____ agrees to serve <div style="text-align: center; font-size: small;">legal name of agency or board</div> as the Fiscal Agent for the _____ <div style="text-align: center; font-size: small;">name of Georgia Family Connection Collaborative</div> for the period of July 1, 2023 through June 30, 2024.</p> <p>The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection Collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent's own policies and procedures.</p>	
EXAMPLE ONLY DO NOT SIGN	
<p>Family Connection Collaborative Chairperson:</p> <p>_____ <div style="text-align: center; font-size: small;">(Signature in ink)</div> _____ <div style="text-align: center; font-size: small;">(Print Name in Block Letters)</div> Date: _____</p> <p>~~~~~</p> <p>Family Connection Coordinator:</p> <p>_____ <div style="text-align: center; font-size: small;">(Signature in ink)</div> _____ <div style="text-align: center; font-size: small;">(Print Name in Block Letters)</div> Date: _____</p>	<p>Fiscal Agent:</p> <p>Fiscal Agent's fiscal year end date (month and day): _____</p> <p>_____ <div style="text-align: center; font-size: small;">(Signature of agency representative legally responsible to enter into contract. Signature in ink)</div> _____ <div style="text-align: center; font-size: small;">(Print Name in Block Letters)</div> Title: _____ <div style="text-align: center; font-size: small;">(Print Title in Block Letters)</div> Date: _____</p>

Staff Report

Subject: Network Connectivity to Clyo Fire Station and Community Center

Author: Chris Reed, I.T. Director

Department: Information Technology

Meeting Date: 03-07-2023

Item Description: Consideration to approve a service agreement with Planters Communications to provide a Layer 2 fiber Network to the Clyo Fire Station and Community Center.

Summary Recommendation:

Taking direction from the 16 May 2022 Board of Commissioners discussion on the lack of broadband internet access in the Clyo and other areas of the county, we asked Planters to provide us with a quote for a 1 Gig Layer 2 fiber Network to the Clyo Fire station which is currently connected by DSL from Windstream. During the January 3rd Board meeting we were asked to look into options to reduce the cost for this solution and to bring it back to the Board.

Executive Summary/Background:

With the latest direction from the Board and needs of the county we met with Planters to work on cost analysis of this project and also added the Clyo Community Center to the project. By changing the route to get to Clyo, Planters will have the ability to serve 308 houses that are currently underserved. Between the route change and additional opportunities for other customers Planters new cost to the county would be \$350,000 for the mainline buildout. There will also be a service credit on the 2 sites for 7 years saving the county \$50,400 in monthly reoccurring cost. If the county chooses not to take the service credit the upfront buildout cost can be reduced to \$299,600. The total savings from the original proposal is \$105,400.

Planters also provided us with options for additional fiber routes to support more underserved residents in the Clyo area. Currently the county does not have network needs in these areas but the map and cost data is included for your consideration.

Fiber construction cost has risen dramatically over the last year and is expected to continue rising over the next few years. If the board chooses to approve this service agreement and pay for construction cost into Clyo then Planters will be able to offer services to residents in the area and along the route taken to get to Clyo. This will greatly benefit the residents of the county by offering options and creating competition in a monopolized market region.

Alternatives for Commission to Consider:

1. Board approval of the Services Agreement with Planters with upfront cost of \$299,600 with monthly reoccurring cost of \$300 per site.
2. Board approval of the Services Agreement with Planters with upfront cost of \$350,000 with no monthly reoccurring cost per site for 7 years.
3. Do not approve the Services Agreement with Planters.

Recommended Alternative:

Staff recommends Alternative number 1

Other Alternatives:

1. Board consideration and direction for additional fiber routes in the Clyo area.
2. Postpone and budget project for next budget year.

Department Review: Information Technology / County Manager / Fire Chief

Funding Source:

Total: Funding for this was not planned for and budgeted in this year's budget and would require a budget amendment.

Attachments:

1. Effingham Fiber Route to Clyo (Totals).pdf
2. Effingham Fiber Route to Clyo (Map).pdf
3. Additional Effingham Fiber Routes (Totals).pdf
4. Additional Effingham Fiber Routes (Map).pdf
5. Planters Contract (SITE 28).pdf (original contract from Jan 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

Planters Communications, LLC
GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT

Item X. 1.

punitive damages, cover damages, or for any claims against such other party by any third party, even if such party was advised of the possibility of same.

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

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

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

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

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

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

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

This Network Access Supplement ("Supplement") is hereby made a part of the Agreement between Planters Communications, LLC ("PCOM") and Customer dated

_____, which shall govern the provision of the Services specified in the Service Order to be provided to Customer by PCOM.

NETWORK ACCESS SUPPLEMENT

1. Customer Premises, PCOM Facilities. a. Customer shall allow PCOM access to the location(s) occupied by Customer, or Customer's end users, to which Services are delivered ("Customer Premises") to the extent reasonably determined by PCOM for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. ("Facilities" are the real or personal property owned or leased by PCOM and used to deliver Services, including, without limitation, terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.) PCOM shall notify

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

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

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

4. Nondisclosure. a. The parties agree that during the Term of this Agreement as defined in the General Terms and Conditions, a party may receive (the "Receiving Party") Proprietary Information (as hereinafter defined) of the other party (the "Disclosing Party"), and that the Receiving Party shall maintain such information in confidence and not disclose Proprietary Information to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Agreement. b. The parties acknowledge that PCOM is subject to legal requirements of disclosure pursuant to Georgia law, including without limitation those legal requirements set forth at Chapter 18 of Title 50 of the Official Code of Georgia Annotated. If a Receiving Party is requested (including without limitation by virtue of a request for information under the Georgia Open Records Act) or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information of the other party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The parties further agree that, anything in the Agreement to the contrary notwithstanding, such Receiving Party's compliance with such request, requirement or compulsion shall not be deemed a breach of the Agreement. c. For the purposes of this Agreement, "Proprietary Information" shall mean all technical, economic, business, engineering or other confidential information (including Trade Secrets as defined by the Georgia Uniform Trade Secrets act, as amended). Proprietary Information shall not

any information for which the Receiving Party can prove: (i) is, or becomes, public through no act or failure to act of the Receiving Party; (ii) is publicly disclosed by the proprietor thereof; (iii) is lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) is independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. **d.** The Receiving Party acknowledge that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other remedies hereunder, in equity and at law. This Section shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section shall continue (i) with respect to Proprietary information of the Disclosing Party which also constitutes "trade secrets", as that term is defined by applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Proprietary Information, for a period of eighteen (18) months after the expiration or termination of the Agreement.

5. Termination by PCOM. PCOM may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate the Agreement, all without liability, in the event that: a. any amounts due and owing by Customer (other than amounts disputed in accordance with Section 8 of the General Terms and Conditions) remain unpaid sixty (60) days after the date such amounts were first due; b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy; c. Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by PCOM, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to PCOM adequate security for payment for Services; d. anything in this Agreement to the contrary notwithstanding, Customer breaches Section 10 of the General Terms and Conditions, or Customer's end users use Service(s) in a manner described at subsection (i), (ii), or (iii) of Section 10 of the General Terms and Conditions, more than three (3) times in any one hundred eighty (180) day period during the term applicable to such Services; e. PCOM is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or f. changes in applicable law, regulation, decision, rule or order materially increase the costs to PCOM of, or materially affects other terms of PCOM's delivery of Service(s), and PCOM and Customer are unable to reach agreement respecting new rates, terms and/ or conditions regarding such Service(s) within thirty (30) days after PCOM's delivery of written notice requesting renegotiation thereof.

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

days have passed since receipt of said notice and the breaching party has not cured such breach.

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

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

9. Termination Charge. Upon termination of the Agreement by PCOM pursuant to Sections 5(a), 5(b), 5(c), 5(d) or 6 hereof, or by Customer for any reason other than pursuant to Sections 6 or 7(a) hereof, PCOM may, in addition to all other remedies that may be available to PCOM at law or in equity, assess and collect from Customer, and Customer shall pay, a Termination Charge equal to the sum of (i) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (ii) an amount equal to one-hundred percent (100%) of the contracted rate stipulated on the Service Order for month's 1-12 of the then-current Term, plus an amount equal to seventy five percent (75%) of the contracted rate stipulated on the Service Order for month's 13-24 of the then-current Term, plus an amount equal to fifty percent (50%) of the contracted rate stipulated on the Service Order for month's 25-48 of the then-current Term, plus an amount equal to twenty-five percent (25%) of the contracted rate stipulated on the Service Order for each month remaining in the then-current Term, as liquidated damages and not as a penalty.

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

SERVICE ORDER 12152022B

TO THE

GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT

Between

PLANTERS COMMUNICATIONS, LLC ("PROVIDER")

And

EFFINGHAM COUNTY BOARD OF COMMISSIONERS ("CUSTOMER")

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

CUSTOMER INFORMATION:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS	
Order Type:	New
Term:	75 Months
Prepared for:	Chris Reed

Invoicing Address: _____

Invoicing Special Instructions: Attn: _____

Customer Federal Tax ID#: _____

1. SITE-SPECIFIC INFORMATION

Service Location 1 (Address): 5624 Ga Hwy 119 Clio Ga

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

Service Location 2 (Address): _____

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

Service Location Special Instructions:

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

Contact Information	
Customer Information	Provider Information
Customer Name: Effingham Co. Board of Comm	Provider Name: Planters Communications, LLC
Street Address: 601 North Laurel Street	Street Address: 100 Ogeechee Street
Contact: Chris Reed	Contact: Loren Barnhart
City/State/Zip: Springfield GA 31329	City/State/Zip: Newington, Georgia 30446
Business Phone Number: 912-754-8100	Business Phone Number: (912) 857-2070
Business Fax Number: 912-754-8404	Business Fax Number: (912) 857-3704
Email Address: creed@effinghamcounty.org	Email Address: loren.barnhart@planters.net

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

Prepared By:

Loren Barnhart

912-329-2447

Loren.barnhart@planters.net

3. **RATE SCHEDULE.** The basis of the fees and charges associated with the services set forth below are presented as a bundled service:

Contract Term:			7yr	
One-Time setup Charge: (NRC)			Quantity	Price
Construction Fee:			1	\$405,000
Bandwidth Services		Quantity	Unit Price	Price
<u>Location 28 (1GIG/1GIG) Local Network (LAN-Layer 2) UNMETERED</u>				
28	ECFR Station 5624 Ga Hwy 119 Clyn Ga	1	\$300	\$300
Total Monthly Recurring Services Charges*				\$300

4. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the Customer Acceptance Date and shall continue for a period of 75 months ("Initial Term"). Upon expiration of the Initial Term, this Service Order shall automatically renew on a month-to-month basis until either Party terminates this Agreement by giving thirty (30) days prior written notice to the other Party.
5. **CONFIDENTIALITY.** Each party hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by a Party to the Agreement and/or its agent or representative, the non-disclosing party shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief, and the non-disclosing party shall have the option of terminating this Service Order, other related Service Orders and/or the Agreement.
6. **ENTIRE AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Service Order. Except for the terms governing indemnification and limitation of liability, in the event of any conflict between the provisions of this Service Order and the provisions of the Agreement, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. If this is marked as a "Change" order in Section 1 above, then this Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both Parties. The persons signing on behalf of their respective Party below represent that he/she has full authority to bind their respective Party to the terms and conditions of this Service Order. This Service Order will not be binding upon either Party until signed by an authorized representative of each respective Party.

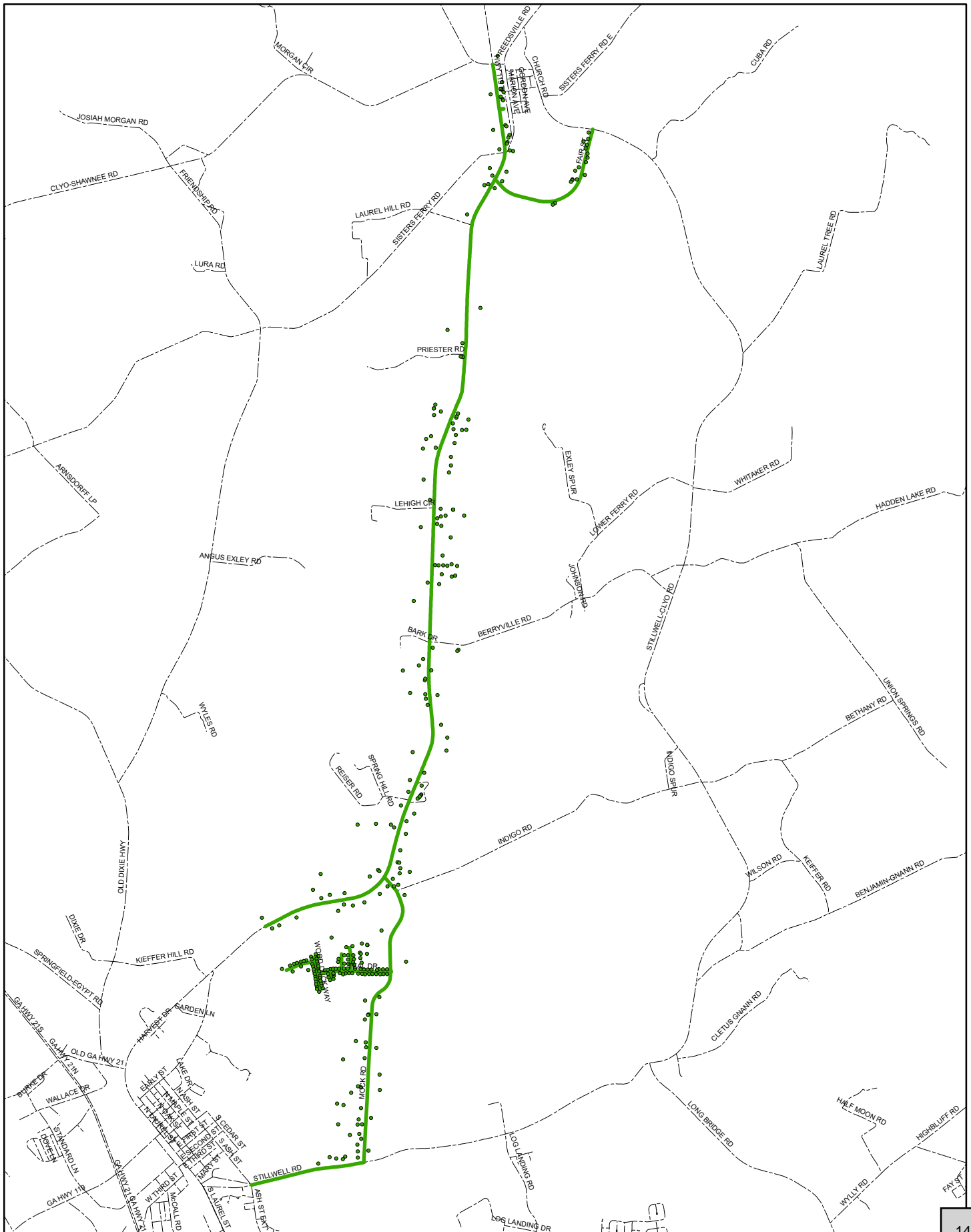
Planters Communications, LLC
GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT

Item X. 1.

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

PLANTERS COMMUNICATIONS, LLC:		Business Name:	EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Signature:		Signature:	
Name:	Stephen Milner	Name:	
Title:	CEO	Title:	
Date:		Date:	

Item X. 1.



Effingham Fiber Route to Clyo

Construction <u>Miles</u>	# of Houses <u>Passed</u>	Cost of <u>Mainline Fiber</u>	55% Drops <u>(Takerate)</u>	Planters Covering <u>Drop Cost</u>	Planters Covering <u>Mainline Cost</u>	Effingham County's <u>Mainline NRC</u>
13.03	308	\$511,920.00	170	\$221,000.00	\$161,920.00	\$350,000 *

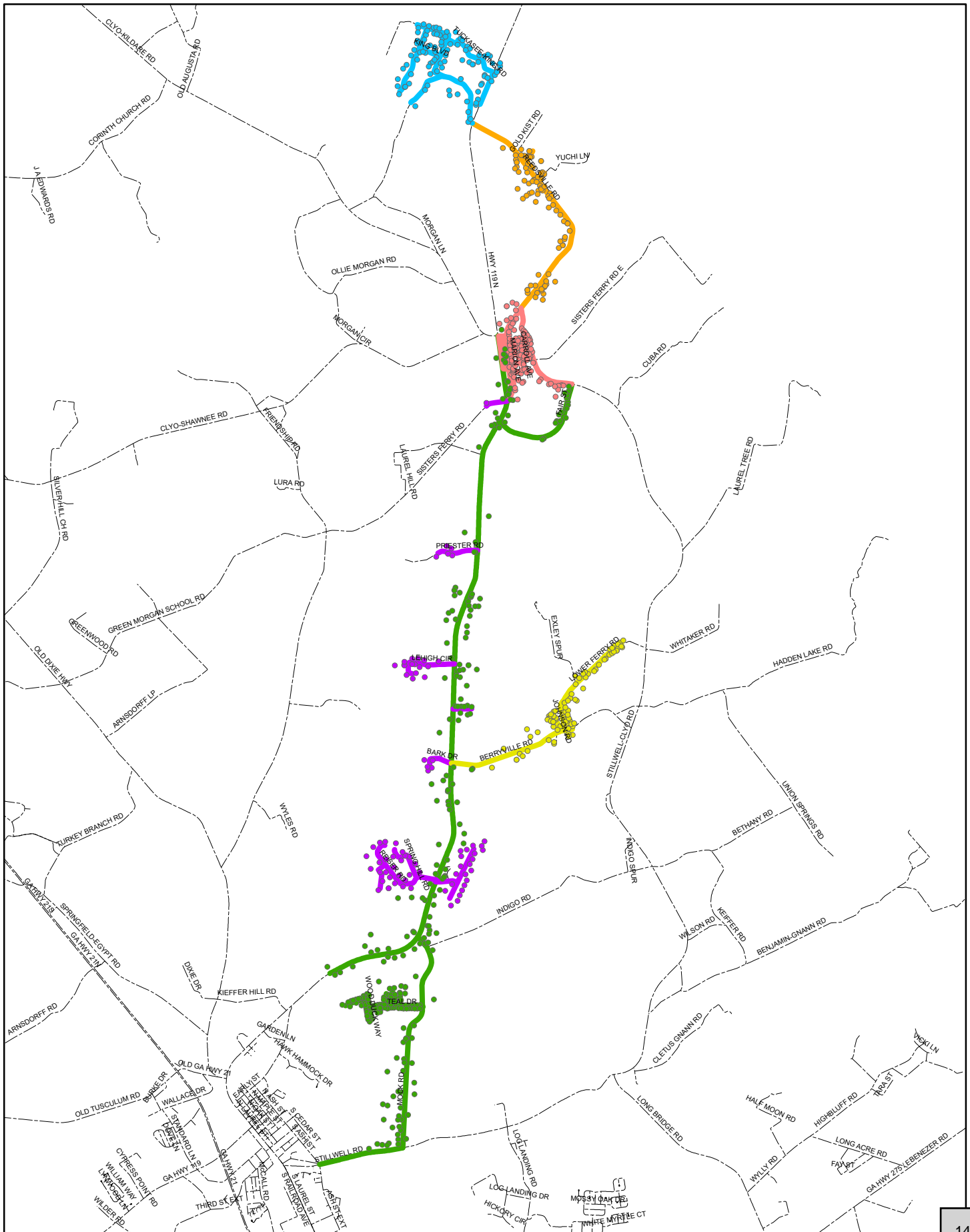
* The cost of the two services in Clyo over the life of the contract (7 years) is \$50,400. With the NRC of \$350,000, this amount will be credited. If the two services are not credited, the NRC can be reduced to \$299,600.

Effingham Additional Fiber Routes

	Construction <u>Miles</u>	# of Houses <u>Passed</u>	Cost of <u>Mainline Fiber</u>		55% Drops <u>(Takerate)</u>	Planters Covering <u>Drop Cost</u>	Planters Covering <u>Mainline Cost</u>	Effingham County's <u>Mainline NRC</u>
2	4.91	116	\$198,855.00	Clyo	64	\$83,200.00	\$63,855.00	\$135,000.00
3	2.75	84	\$111,375.00	Reedsville Rd	46	\$59,800.00	\$41,375.00	\$70,000.00
4	3.93	97	\$159,165.00	Tuckasee King	53	\$68,900.00	\$59,165.00	\$100,000.00
5	4.17	68	\$168,885.00	Various Taps	37	\$48,100.00	\$58,885.00	\$110,000.00
6	2.82	88	\$114,210.00	Berryville Rd	48	\$62,400.00	\$29,210.00	\$85,000.00
	18.58	453						

Effingham Additional Fiber Routes

Item X. 1.



Staff Report

Subject: Assemblage Permit (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: Consideration to approve an Assemblage Permit for Effingham Branch NAACP to hold a Juneteenth Celebration Festival on Saturday, June 17, 2023 from 11:00AM to 6:00PM. Located at 434 Wallace Drive. **Map# 366 Parcel# 50**

Summary Recommendation

Staff recommends approval for an Assemblage Permit for Effingham Branch NAACP to hold a Juneteenth Celebration Festival from 11:00AM to 6:00PM on June 17, 2023.

Executive Summary/Background

- The event will feature vendors, food trucks, live entertainment, games, and speakers.
- Off-street parking is available on site.
- Reasonable accommodation shall be allowed outside event times for set up and take down of the event.
- The applicant wishes to use the outer grounds, first corridor walkway, bathrooms, and cafeteria, and have access to water and electricity.

Alternatives

1. Approve an Assemblage Permit for Effingham Branch NAACP to hold a Juneteenth Celebration Festival from 11:00AM to 6:00PM on June 17, 2023

2. Deny an Assemblage Permit for Effingham Branch NAACP to hold a Juneteenth Celebration Festival from 11:00AM to 6:00PM on June 17, 2023.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Assemblage Permit Application

APPLICANT NAME: Effingham Branch NAACP
 MAILING ADDRESS: P.O. Box 403 Guyton, GA 31312
 PHONE: Henry Allen 773-809-7746
Lucy Powell - 912-772-3515
 PIN# (FOR SITE LOCATION): Map# 366 Parcel# 50

ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to Effingham Branch NAACP to hold a public gathering in the County of Effingham on Saturday 06/17/2023 at _____ am/pm. The gathering is to be held at said location known as Springfield Central High (434 Wallace Drive)

DESCRIPTION OF EVENT: 2023 Juneteenth Celebration Festival
consisting of speakers, entertainers, vendors, Food Trucks, music, games

SPECIAL CONDITIONS: Use grounds for festival activities.
Use gym, first corridor walkway, bathrooms, water
accessibility, electricity, and cafeteria if available.

WILL ALCOHOL BE SERVED DURING THIS EVENT? [] YES [X] NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? [] YES [X] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

 ZONING ADMINISTRATOR
 EFFINGHAM COUNTY

 DATE

DATE AUTHORIZED BY
 EFFINGHAM COUNTY BOARD OF COMMISSIONERS: _____

 County Clerk

CC: Effingham County Sheriff Department
 Effingham County Emergency Medical Services
 Volunteer Fire Department

Staff Report

Subject: Assemblage Permit (Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: Consideration to approve an Assemblage Permit for Arlene Baker to hold a "Bible Reading Marathon" from Friday, April 28, 2023 at 6:00PM to Thursday, May 4, 2023 at 12:00PM (approximately). Located at 700 North Pine Street. **Map# S101 Parcel# 21**

Summary Recommendation

Staff recommends approval for an Assemblage Permit for Arlene Baker to hold a "Bible Reading Marathon" from Friday, April 28, 2023 at 6:00PM to Thursday, May 4, 2023 at 1:00PM.

Executive Summary/Background

- The event will feature various speakers reading passages from the bible.
- Off-street parking is available on site.
- The readings will occur:
 - **4/28/2023: 6:00PM to 11:00PM**
 - **4/29/2023: 6:00AM to 11:00PM**
 - **4/30/2023: 2:00PM to 11:00PM**
 - **5/1/2023: 6:00AM to 11:00PM**
 - **5/2/2023: 6:00AM to 11:00PM**
 - **5/3/2023: 6:00AM to 11:00PM**
 - **5/4/2023: 8:30AM to 12:00PM (approximately, last reading at 11:30AM)**
- The applicant wishes set up a podium, portable P/A system, sign in table, and portable shelter.

Alternatives

1. Approve an Assemblage Permit for Arlene Baker to hold a "Bible Reading Marathon" from Friday, April 28, 2023 at 6:00PM to Thursday, May 4, 2023 at 12:00PM (approximately). Located at 700 North Pine Street.

2. Deny an Assemblage Permit for Arlene Baker to hold a "Bible Reading Marathon" from Friday, April 28, 2023 at 6:00PM to Thursday, May 4, 2023 at 12:00PM (approximately). Located at 700 North Pine Street.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Assemblage Permit Application
 2. Schedule of Readings & History

APPLICANT NAME: Arlene Baker
 MAILING ADDRESS: 105 Daytona Drive, Bloomingdale
 PHONE: 912 663 5291
 PIN# (FOR SITE LOCATION): Map# _____ Parcel# _____

ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to Arlene Baker to hold a public gathering in the County of Effingham on 4/28 - 5/4 at See attached pages am/pm. The gathering is to be held at said location known as Effingham County Courthouse.

DESCRIPTION OF EVENT: Public Reading of The Bible

SPECIAL CONDITIONS: will use podium, tent for shelter, chairs, portable pla system, table for sign in

WILL ALCOHOL BE SERVED DURING THIS EVENT? [] YES [X] NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? [] YES [x] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

 ZONING ADMINISTRATOR
 EFFINGHAM COUNTY

 DATE

DATE AUTHORIZED BY
 EFFINGHAM COUNTY BOARD OF COMMISSIONERS: _____

 County Clerk

CC: Effingham County Sheriff Department
 Effingham County Emergency Medical Services
 Volunteer Fire Department

BIBLE READING MARATHON

Friday, April 28, 2023

6 p.m. Opening Ceremony – Emcee

National Anthem: -

Pledge to American Flag: -

Pledge to Christian Flag: -

Pledge to Bible: -

Special Music: -

Special speaker: -

7 p.m. FIRST READERS: Gen. 1:1-5

Gen. 1:6-19

BREAK

READINGS BEGIN

7:15 p.m. Gen. 1:20-Gen. 12 -

8 p.m. Gen. 13-24 –

9 p.m. Gen. 25 – 36 –

10 p.m. Gen. 37-48 –

11 p.m. Genesis 49 – Ex. 10 –

Saturday, April 29, 2023

6 a.m. Exodus 11-21 -

7 a.m. Exodus 22- 32 -

8 a.m. Ex. 33 – Lev. 4 -

9 a.m. Leviticus 5-15 -

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10 a.m. Leviticus 16-25 -
11 a.m. Lev. 26-Num. 6 -
12 p.m. Numbers 7-15 -
1 p.m. Numbers 16-25 -
2 p.m. Num. 26-34 -
3 p.m. Num. 35-Deut. 9 -
4 p.m. Deut. 10-22 -
5 p.m. Deuteronomy 23-34 -
6 p.m. Josh. 1-13 -
7 p.m. Joshua 14-24 -
8 p.m. Judges 1-9 -
9 p.m. Judges 10-21 -
10 p.m. Ruth 1-1 Samuel 12 -
11 p.m. I Samuel 13-24 -

Sunday, April 30, 2023

2 p.m. I Samuel 25 - II Samuel 7 -
3 p.m. II Samuel 8-21 -
4 p.m. II Sam. 22 - I Kings 7 -
5 p.m. I Kings 8-17 -
6 p.m. I Kings 18-II Kings 5 -
7 p.m. II Kings 6-17 -
8 p.m. II Kings 18 - I Chron. 2 -
9 p.m. I Chron. 3-11 -
10 p.m. I Chron. 12-24 -

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11 p.m. I Chron. 25 – II Chron. 8 –

Monday, May 1, 2023

6 a.m. II Chronicles 9-24 –

7 a.m. II Chronicles 25-36 -

8 a.m. Ezra 1 – Nehemiah 3 -

9 a.m. Nehemiah 4-11-

10 a.m. Neh. 12 – Job 4 -

11 a.m. Job 5-16 -

12 p.m. Job 17-31 -

1 p.m. Job 32-42 -

2 p.m. Psalm 1-25 –

3 p.m. Psalms 26-45 -

4 p.m. Psalms 46-69 -

5 p.m. Psalms 70-85 -

6 p.m. Psalms 86-105 -

7 p.m. Psalms 106-119:88 -

8 p.m. Psa. 119:89-145 –

9 p.m. Psa. 146 – Prov. 9 –

10 p.m. Proverbs 10-21 –

11 p.m. Proverbs 22-31 –

Tuesday, May 2, 2023

6 a.m. Eccl. 1 – Song of Sol. 8 –

7 a.m. Isaiah 1-17 –

8 a.m. Isaiah 18-35 -

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9 a.m. Isaiah 36-53 -
10 a.m. Isa. 54 – Jer. 3 -
11 a.m. Jer. 4-17 -
12 p.m. Jer. 18-31 -
1 p.m. Jeremiah 32-45 -
2 p.m. Jeremiah 46 – Lamentations 3:36 -
3 p.m. Lamentations 3:37 – Ezekiel 12 –
4 p.m. Ezekiel 13-22 -
5 p.m. Ezekiel 23-33 -
6 p.m. Ezekiel 34-45 –
7 p.m. Ezekiel 46 – Daniel 9 –
8 p.m. Daniel 10 – Joel 3 –
9 p.m. Amos 1 – Micah 7 –
10 p.m. Nah. 1 – Zech. 7 –
11 p.m. Zech. 8 – Matt. 6 –

Wednesday, May 3, 2023

6 a.m. Matthew 7-14 –
7 a.m. Matthew 15-23 –
8 a.m. Matthew 24 – Mark 3 –
9 a.m. Mark 4-11 –
10 a.m. Mark 12 – Luke 7 –
11 a.m. Luke 8-20 -
12 p.m. Luke 21 – John 8 -
1 p.m. John 9-17 -

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2 p.m. John 18 – Acts 12 –

3 p.m. Acts 13-25 -

4 p.m. Acts 26 – Romans 9 –

5 p.m. Romans 10 – I Cor. 5 -

6 p.m. I Cor. 6 – II Cor. 3 -

7 p.m. II Cor. 4 – Gal. 2 –

8 p.m. Gal. 3 – Phil. 4 –

9 p.m. Col. 1 – II Thess. 3 –

10 p.m. I Tim. 1 – Philemon –

11 p.m. Hebrews 1-13 -

Thursday, May 4, 2023

8:30 a.m. – 9:30 a.m. James 1–Jude -

9:30 a.m. – 10:30 a.m. Rev. 1-12 -

10:30 a.m. – 11:30 a.m. Rev. 13-21 –

11:30 - Revelation 22 –

HISTORY OF THE BIBLE READING MARATHON

At precisely 12:01 am on January 1, 1990 -- atop the **Mount of Olives** -- a small group of believers began **reading through the Bible**. Colonel Dobbie, former keeper of the Garden Tomb in Jerusalem, began reading from the opening chapters of Genesis; followed in 30-minute segments by believers from Japan, France, Holland, and the United States, along with Arabs and Jews from Jerusalem -- **each reading the precious Word in their own language**.

At the same time, similar **Bible Reading Marathons** were held in Berlin and Bucharest . . . all to awaken a global response to the desperate need for a return to reading the **Word of God**.

Just one year before, the late **Dr. John A. Hash**, Founder of **Bible Pathway Ministries**, burdened by growing biblical illiteracy throughout America, was impressed to take action. He was convinced that the godless spirit that envelops the world is deeply rooted in its lack of knowledge of the **Bible**, our Creator's Guide on how He expects us to live, in order to accomplish His purpose for our existence. Dr. Hash realized that the giant task of bringing about an awakening to the importance of reading the **Bible** would require the entire Body of Christ -- working together.

The **International Bible Reading Association** was established under the Co-Chair of the late **Dr. John A. Hash** and the late **Dr. Bill Bright** and the then presidency of **Richard Dingman** of the Free Congress Foundation -- and a global movement was under way. The response was overwhelming as world leaders began to network in an unprecedented way. Much has been accomplished in a short time. The goal was to proclaim **1990s~Decade of Bible Reading** and enlist **ONE BILLION PEOPLE** to read the **Bible**.

From that historic January day in 1990 until now, **Bible Reading Marathons** have been held in such far corners of the world as Canada, England, France, Germany, India, Holland, Hungary, Mexico, Nigeria, New Zealand, Peru, Sweden, and Russia. They have also been held throughout the United States -- in town squares, on county courthouse steps, and at state capitols. Marathons have been held in Las Vegas NV, Annapolis MD, Little Rock AR, Rochester IN, Lake Wales FL, Erie PA, Maysville KY, Nacogdoches TX, Walnut Ridge AR, Taos NM, Boise ID, Vienna VA, Appleton & Green Bay WI, Murfreesboro, TN and **Cochran GA**, to list just a few.

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Since 1990, each year believers have gathered on the steps of our Nation's Capital for a **Bible Reading Marathon** leading up to the **National Day of Prayer**. **Dr. Corinthia Boone, Chairman of the Washington DC National Day of Prayer, and Coordinator of the 1990 Marathon**, wrote: "There is excitement in the air in our nation's capital and we are looking for God to do great things. We are experiencing the urgency of prayer for our nation. God has told us: *If My people, which are called by My Name, shall humble themselves, and pray, and seek My face (read My Word) . . . then I will . . . heal their land* [II Chronicles 7:14]. Their reason for failure is clear: *My people are destroyed . . . because you have rejected . . . the Law of your God* [Hosea 4:6]. In the New Testament we discover the key to true success: *All Scripture is given by inspiration of God, and is profitable . . . That the man of God may be perfect, thoroughly furnished unto all good works* [II Timothy 3:16-17].

"You too can be used of God to magnify His Word. The IBRA provides an opportunity to join believers throughout the world in reading all of God's Word publicly. **Marathons** awaken an interest in many others to their need of reading all the **Bible**."

Over the past few years, **Rev. and Mrs. Mike Hall** have been **Directors of the Washington DC Marathon**. In a letter from **Rev. Hall**, he said: "I believe God is using this vision singularly to call this nation back to the simplicity of **God's Holy Word, the Bible**."

"We start our **Marathon** with prayer, read continuously for 80 hours, and then close with prayer. All of the participants -- workers, organizations, churches, legislators, and clergy -- were here for one reason alone, to honor the **Bible, God's Word**, by reading it without comment or interruption from beginning to end. We were on the east side of the Capitol, where people assemble to take tours, so the **Word** went forth to a captive audience, you might say. Also, quite symbolically, we were facing the Supreme Court and the Library of Congress."

Many of the **Bible Reading Marathons** have been held in conjunction with the **National Day of Prayer** observances around our nation, which take place on the first Thursday of May. Dr. Hash has seen the importance of people reading all of **God's Word**, Genesis through Revelation, to prepare their hearts to pray in the way God would have.

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Shirley Dobson, former National Day of Prayer Chairman, also saw the advantage of combining the events: "As **God's Word** instructs us, our personal prayers are essential in making a difference and impacting America for the better."

Since 1993, the majority of the 88 counties in Ohio have held **Bible Reading Marathons** in conjunction with the **National Day of Prayer** each year under the joint leadership of **Barbara Waddell, State Coordinator for the National Day of Prayer in Ohio** and **Chairman of the Ohio Bible Reading Marathons**, and **Valarie Harper, State Coordinator of the Ohio Bible Reading Marathons**. At a recent **National Day of Prayer Coordinators Conference**, Mrs. **Waddell** said: "We found that providing a **Bible Reading Marathon** in conjunction with the **NDP** has been wonderfully blessed of God in overcoming social, racial, and denominational barriers, and in bringing the community together." Mrs. Waddell also wrote: "God uses **Bible Reading Marathons** to further His Kingdom. He gives people a fresh love for His Word."

God's Word and prayer are the real solutions to our nation's problems. This can only be accomplished by reading the **Bible** in its entirety because *God has magnified His Word above His Name* [Psalms 138:2].

There was still another moment of history. It occurred when **Dr. Bill Bright**, founder of **Campus Crusade for Christ** and **Co-Chairman of the IBRA** presented a challenge to the Russian people on nationwide Soviet television to read all the **Bible**. He held up before them and read from the Presidential Proclamation, signed by Pres. George H. W. Bush, declaring **1990~International Year of Bible Reading**. This is the first and only Proclamation in the history of the United States urging people to "read all the **Bible**." Dr. Bright then challenged Russian leaders to also issue a similar proclamation for their nation.

This indeed is a precious moment in history. With your dedication and God's guidance we can make it happen!

www.biblepathway.org

Staff Report

Subject: Approval of Turnout Gear Purchase
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 03/07/2023
Item Description: Consideration for Purchase of Turnout Gear

Summary Recommendation: Staff recommends approving the purchase of 18 sets of turnout gear for the Fire Department.

Executive Summary/Background:

Turnout gear has a maximum lifespan of 10 years, per NFPA, however with heavy use, gear typically has a lifespan of closer to 6-7 years. This is the second half of the annual gear order.

This purchase was publicly bid through a collective purchasing group, Sourcewell (Solicitation Number: RFP #032620). Similar collective purchasing groups have been used for several other Fire/Rescue purchases to streamline the bid process.

Options/Alternatives for Commission to Consider:

Recommended: Approval of the Purchase of Turnout Gear for Fire/Rescue

Other Alternative(s): Deny

Department Review: Fire, Purchasing

Funding Source: Dept 55-FIRE, \$60,602.00

Attachments: Quote, RFP, RFP Details, Price Agreement

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495
www.georgiafirerescue.com
107 P Rickman Industrial Drive
Canton, GA 30115

3% fee added to purchase
made with credit card on totals
of \$3000 or more

Quote

Quote Number:
02222023-06jgw

Quote Date
Feb 22, 2023

Page:
1

Quoted to:

Effingham County F.D.
Effingham County FD
1171 Hwy 119 North
Springfield, GA 31329
TUSA

Effingham County F.D.
Effingham County FD
1171 Hwy 119 North
Springfield, GA 31329
TUSA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Effingham Co FD		3/24/23	Net 30 Days	Whidby, Jason	
Quantity	Item	Description		Unit Price	Extension
		QUO-76653-H1Y9S			
		GA FIRE RESCUE CUSTOM SPEC			
		Innotex - PIONEER™ Gold / STEDAIR®			
		3000 / DEFENDER® M NP Brass			
		TPP 44 THL 240			
18.00	Innotex Energy Coat	Innotex Energy Coat		1,708.00	30,744.00
18.00	Innotex Energy Pant	Innotex Energy Pant		1,087.00	19,566.00
		"EFFINGHAM" ON COAT			
		"LAST NAME" On removable panel on coat tail			
		*Current estimated lead time on GA FIRE SPEC is 18 weeks. (week of June 19 to 23, 2023)			
18.00	Innotexgray25 M/L	Innotex Gray25 Hood M/L (QUO-76654-P1G1C)		109.00	1,962.00
Remit to : PO Box 915 Holly Springs GA 30142				Subtotal	Continued
				Sales Tax	Continued
				Freight	Continued
				Total	Continued

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495
 www.georgiafirerescue.com
 107 P Rickman Industrial Drive
 Canton, GA 30115

3% fee added to purchase
 made with credit card on totals
 of \$3000 or more

Quote

Quote Number:
 02222023-06jgw

Quote Date:
 Feb 22, 2023

Page:
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Quoted to:

Effingham County F.D.
 Effingham County FD
 1171 Hwy 119 North
 Springfield, GA 31329
 IISA

Effingham County F.D.
 Effingham County FD
 1171 Hwy 119 North
 Springfield, GA 31329
 IISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Effingham Co FD		3/24/23	Net 30 Days	Whidby, Jason	
Quantity	Item	Description		Unit Price	Extension
18.00	2770912 X2 SIZE 10.5	BLACK DIAMOND X2 FIREFIGHTING BOOT. SIZE 10.5		312.00	5,616.00
18.00	G2LLG	FireDex - Dex Pro Leather Gloves - Large		118.00	2,124.00

Remit to :
 PO Box 915
 Holly Springs GA 30142

032620-INO

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Innotex Corp.**, 2397 Harts Ferry Rd., Ohatchee, AL 36271 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

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D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the Insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional Insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional Insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional Insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Innotex Corp.
2397 Harts Ferry Rd
Address: Ohatchee, Alabama 36271
Contact: Lou Lopez
Email: lou.lopez@innotexprotection.com
Phone: 608-346-8585
Fax: 585-585-8585
HST#: 99-0372856

Submission Details

Created On: Sunday March 22, 2020 14:21:56
Submitted On: Thursday March 26, 2020 12:52:18
Submitted By: Lou Lopez
Email: lou.lopez@innotexprotection.com
Transaction #: 996436db-97e0-4d28-99df-1a61c2ea68d2
Submitter's IP Address: 96.37.99.68

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Listed below is the website link that contains this information. I have also entered the verbiage from the website below the web link.</p> <p>http://innotexp Protection.com/en/about-turnout-gear-manufacturer/</p> <p>A century in the making.....Our craft goes back over a hundred years ago in 1889 at our Canadian facility where various garments were produced. In the late 1960s, the company became the outerwear division of Bombardier Recreational Products that was later sold to Camoplast Inc. After over 20 years of manufacturing extreme sports outerwear, winter sports and football protective equipment, the transition began to FR Industrial and military protective apparel in the mid-1980s. In 1999, a new management team decided to merge the know-how of extreme sports and fire retardant for industrial and military use in the designing and manufacturing of apparel. With the idea to create a line of turnout gear, INNOTEX was born. It's mission: to continuously innovate through textile. The first UL® certified turnout gear was subsequently made in 2001.</p> <p>Our Designs Our lightweight turnout designs are inspired by decades of experience in the development and manufacturing of extreme sports protective clothing. We design our products to be as efficient as possible, making improvements to comfort and durability, without compromising on protection.</p> <p>With high quality craftsmanship and exceptional attention to detail, we have created a turnout with increased durability, which in turn helps to extend the life of the turnout and allows fire departments to save considerably and increase firefighter safety.</p> <p>Firefighting is a demanding task. Taking extremely high risks and taking action in all sorts of situations requires determination, rigorous training and a great deal of passion. At INNOTEX®, we understand and share that passion. Our team takes nothing for granted. We don't hesitate to redefine tradition and refresh proven ideas, thanks to the clever use we make of modern technologies. Pride is the drive of firefighters, ours is to see you protected by our gear. Our company was named Innotex because one of our core principles is to (INNO)vation through (Tex)iles - INNOTEX</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	Personal Protective Equipment for Firefighters following the standards set by the NFPA. Our product line includes Turnout gear, Proximity suits, Gloves, Particulate and Non-Particulate Hoods
9	What are your company's expectations in the event of an award?	To provide quality products in a timely manner to perform at or above the standards set by the NFPA for the Fire Departments that are served by this program.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a privately held company and operate under a policy of not releasing our specific financial data. What we can assure you is that we are a profitable, fiscally responsible and financially stable company. We exceed financial ratios that our banking partners require us to hold to do business with them. These numbers are consistently reviewed internally and yearly reviewed by external accountants. If needed, our CFO is more than willing to discuss these items during a phone call with Sourcewell's CFO or Financial department.
11	What is your US market share for the solutions that you are proposing?	We have a smaller market share in the U.S. in regards to turnout gear. Having said this, we are confident that we are in the Top 5 of suppliers in the U.S. market for turnout gear. There are 14 total competitors. Top 3 are in revenue a group. We believe we are #4 and close with # 5 in the next revenue group. They next 8-10 competitors are in a much lower revenue group. The view is different when it comes to hoods and gloves. We are the market share leader in Particulate Barrier hoods. The glove market is harder to determine overall market share but we are confident in our share of the market
12	What is your Canadian market share, if any?	We are the #1 supplier in the Canadian market. #2 is very close to us and between the two companies, we hold the vast majority of the business in the Canadian market.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Toronto	Government	ON - Ontario	Multi-year contract supplying 1,000's of sets of Turnout gear for this 4,000 Firefighter Department	Depends on the year, some years it is hundreds of thousands, this year several million.	One Million+ with several million coming this year.
City of Denver	Government	Colorado - CO	Multi-year contract supplying 1000+ sets of Turnout gear for this 1,200 Firefighter Department. We are also supplying them with some of their gloves and potentially their hoods in 2020	Approximately \$75- \$100K per order.	This contract is less than one year old. We have supplied approx. \$500k in product to them. Contract represents several million dollars
City of Laredo	Government	Texas - TX	We have supplied the City of Laredo (400 Firefighters) and their training facility for 9+ years with multiple products including Turnout gear, gloves and hoods.	Approximately \$100 - \$200K per order	Approx. \$350 - \$400K
City of Charlotte	Government	North Carolina - NC	We have supplied the City of Charlotte for the last 4 years. This is a contract that also can be utilized by additional Departments as part of the CPC.	Approximately \$50 - \$100K per order	\$1.5 million+ including CPC business
City of New York	Government	New York - NY	We have supplied 1200+ of our Innotex Gray 25 Hoods and Gray 35 hoods to the FDNY. Mainly Gray 25. This isn't top 5 in revenue but they are the largest Fire Department in the world and they chose to buy our hoods. This was a great win for us	\$100K	\$100K

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will utilize a multi-pronged approach in marketing this contract in the States and Provinces where the contract applies. First, the education of our Sales Force (RSMs and Dealer Sales Reps) will be a critical component in launching this initiative. Their education will definitely help the expansion of this program. Second, we have a weekly communication utilizing our mailing list with Dealers, Sales Reps and Industry partners where we can also promote this program and the benefits of it. Targeted Social Media can also be a solid avenue for the promotion. One challenge will be that since this isn't available to all, we will need to craft the wording to promote this while also leaving room for the occasion that this isn't available to a particular area or partner. We have attached a couple of marketing brochures for your reference.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Facebook and Instagram are our primary outlets for social media. There is more work to be done in this area but we are aware of this and it remains a priority for our team.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Depending on the influence and potential size in winning a particular RFP, there can be multiple ways to promote a win. We promote a lot of these wins currently amongst our team, who then utilize these wins in their presentations throughout North America. The same can be said for our Dealer Sales Reps. In many instances, we promote some of our larger Departments at many of the trade shows that we attend throughout North America by prominently displaying the Turnout gear of several Departments for that particular area or region of the country. The more success we have together, the more we can promote the program between our two companies. We know that Sourcewell cannot endorse our brand but we can promote that we are having success to our RSMs and Dealer network in this new avenue of business.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do have a robust online system that allows our users to log-in into our Dealer Zone to build quotes, develop specs, gather important detailed spec information, review pricing, compare pricing, and submit orders. If there is interest, we would be more than willing to provide a demonstration on the efficiency and ease of use of this system for Sourcewell. We are very proud of this resource.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have multiple ways to approach the training of these Departments. We can do this throughout the process both before and after the sale. We can approach this training through our Dealer Reps in person or through different technology channels like Skype, GoToMeeting, Microsoft Teams, we have even facilitated some through Facetime for more general questions or ideas. In person training is the best way to experience the garments. Touching and maneuvering with the garments brings a lot of value to the training session. Not mandatory but a better experience. We also have great exposure throughout N. America at a significant amount of trade shows where we can invite Departments and their employees to learn with us at these functions. Our RSMs also travel frequently throughout their Region to provide in person detailed training sessions for Departments. We have the ability to demonstrate our manufacturing facilities to those that can travel to them and we frequently have people visit our 3 N. American manufacturing facilities. Some of these training sessions have no cost associated with them. Some the Department will pay for the travel expenses of their employees and some we have helped with the costs. There is a tremendous array of options here and we welcome the opportunity to be a part of them. Our products are unique due to the extensive work that we have put into developing and patenting them.
37	Describe any technological advances that your proposed products or services offer.	We hold multiple patents in the design and function of our garments for the Firefighting community.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Traditionally, turnout gear has come in a black plastic bag (think of a Hefty Bag). This is the way that the industry has done it for decades. We have decided that as a company we want to try and eliminate these plastic bags and the plastic ties that attach some of the necessary documentation to the garments. We are launching this initiative now and are proud to be a contributor to reducing the amount of plastic that is entering into our waterways, oceans and landfills. We have also eliminated the printing of our full line catalog, much to the dismay of some of our employees and customers. There is a lot of paper associated with these items. We do offer several tri-fold brochures (attached) in limited quantities. We understand the value of these initiatives and are continually looking for more ways to improve in this area.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	See attached warranty document for all details
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached warranty document for all details
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Our warranty utilizes our 1851 center located in Richmond, QC or can be applied to an approved local ISP to perform the services.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable
48	What are your proposed exchange and return programs and policies?	See attached warranty document for all details
49	Describe any service contract options for the items included in your proposal.	We also have the ability to offer a 5 year warranty for a small additional cost

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Not applicable
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Our initial plan is to have one of our Customer Service Reps dedicated to handling the review and participation in these RFP's. This person will also be responsible for tracking the success of the RFP. As we earn business, we will send the corresponding fee to Sourcewell. We understand the importance of paying the fee associated to the participation in this contract and look forward to earning business through it. If we are paying fees, we are generating revenue which is great for all of us
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	No

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All of the participants in this program will receive a flat discount of 20% from our MSRP so tracking this will be simply applying that level of discount to a specific order. We are also establishing this as the "ceiling" price. We will educate our Dealers that they can offer even greater discounts to the Members. This will be discussed on a case by case basis. There is room for our Dealers to negotiate a better price for Members based on the pricing model that we have implemented for them. As mentioned, we will have a dedicated Team member who will monitor and track these transactions. Our Customer Service team works closely together so multiple people will be aware of how this program works.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.0%

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Revenue is the key metric for this program. We anticipate solid success with this program. With that success, we know that it will breed more success through our RSMs and Dealers. Also, the awards from this contract will potentially bring Departments around the awarded Department so word of mouth will also play an important part of this program.

70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	We have multiple ways to approach the training of these Departments. We can do this throughout the process both before and after the sale. We can approach this training through our Dealer Reps in person or through different technology channels like Skype, GoToMeeting, Microsoft Teams, we have even facilitated some through Facetime for more general questions or ideas. In person training is the best way to experience the garments. Touching and maneuvering with the garments brings a lot of value to the training session. Not mandatory but a better experience. We also have great exposure throughout N. America at a significant amount of trade shows where we can invite Departments and their employees to learn with us at these functions. Our RSMs also travel frequently throughout their Region to provide in person detailed training sessions for Departments. We have the ability to demonstrate our manufacturing facilities to those that can travel to them and we frequently have people visit our 3 N. American manufacturing facilities. Some of these training sessions have no cost associated with them. Some the Department will pay for the travel expenses of their employees and some we have helped with the costs. There is a tremendous array of options here and we welcome the opportunity to be a part of them. Our products are unique due to the extensive work that we have put into developing and patenting them.
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All of our products are certified to the NFPA 1971 Standard and are also assessed to the NFPA 1851 Standard for care and maintenance. These products are certified by UL to be in accordance with the NFPA Standard.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - INNOTEX PRESENTATION LETTER_2019_R01.pdf - Wednesday March 25, 2020 17:29:24
- Marketing Plan/Samples - INNOTEX - GRAY Particulate-Blockin Hoods Catalog - 25 and 35 - ENG - Web.pdf - Wednesday March 25, 2020 13:43:42
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Limited warranty - Garments - 24 months R01 2013-09-27.pdf - Wednesday March 25, 2020 17:30:50
- Pricing - 2020 MSRP PRICE LIST - CLASSIC, ENERGY, GLOVES, HOODS, RDG.pdf - Thursday March 26, 2020 12:47:58
- Additional Document - Endurance - Sale Sheet - Final - ENG - Web.pdf - Wednesday March 25, 2020 13:44:09

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	-
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	-
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	-



RFP #032620
REQUEST FOR PROPOSALS
for

**Firefighting Personal Protective Equipment, Apparel, and Accessories, with
 Related Cleaning and Maintenance Equipment**

Proposal Due Date: March 26, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 26, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 23, 2020
Pre-proposal Conference:	February 6, 2020, 11:00 a.m., Central Time
Question Submission Deadline:	March 18, 2020, 4:30 p.m., Central Time
Proposal Due Date:	March 26, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 26, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

Sourcewell RFP #032620
 Firefighting Personal Protective Equipment, Apparel, and Accessories,
 with Related Cleaning and Maintenance Equipment

Page 1

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to include:
 - a. Firefighting Personal Protective Equipment (PPE) for all types of fire and rescue service, including structural firefighting, wildland firefighting, technical rescue, aircraft rescue, HazMat, and EMS, including, but not limited to:
 - i. Protective clothing, including turnout gear, coats, pants, boots, gloves, hoods, and, CBRN clothing;
 - ii. Firefighting apparel and station-wear, including shirts, pants, jackets, and footwear;
 - iii. Helmets and related accessories, including front shields, helmet mounted lights, shrouds, straps, pads, and visors;
 - iv. Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA), including open circuit and/or closed-circuit systems, facepieces, cylinders, regulators, and rapid intervention crew/company universal air connection (RIC UAC); and,
 - v. Related equipment and accessories, including personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, suspenders, straps, radio holders, and eye protection.
 - b. Breathing air compressors and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage;

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or

3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent

Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain



1/27/2020

Addendum No. 1

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a list of items to quote?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 1/27/2020, is required at the time of proposal submittal.

using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed.

Question 3:

Page #5, Title II. Equipment Products & Services, Point E. Estimated Contract Value & Usage: Can you advise the percentage share of the Canadian Members anticipated out of the USD \$35Million?

Answer 3:

The RFP anticipated volume is an estimate based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or percentage estimates by geographic region.

Question 4:

Page #7, Title III. Pricing, Point A. Requirements, Line Item 4. Cost of delivery & others: The cost of delivery is subject to location, quantity & other special conditions of the Member which will be known on case-to-case basis. Is it acceptable to quote ex-work our warehouse(s) including onsite training, installation & other related services, but excluding delivery?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Page #7, Title III. Pricing, Point B. Administrative Fees: Do we need to include it in our price for this solicitation? If yes, we need to know the criteria on when any of the scenarios is applied to us, whether 1%, 2% or a flat fee?

Answer 5:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry. The

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 1/30/2020, is required at the time of proposal submittal.



2/27/2020

Addendum No. 4

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In reference to Table 11, Line Item 55: "...If applicable, provide a SKU for each Item in your proposal." Please confirm if product category discounts are offered, then a SKU list is not applicable or expected as this may include tens of thousands of Items?

Answer 1:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is there a list of Items and brands that are requested? It is needed to give an accurate cost of these items.

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.



3/4/2020

Addendum No. 5

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

As a manufacturer, we can only report numbers that we sell through distributors. When requesting total dollar volume, is it permissible to report wholesale dollar amounts?

Answer 1:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/4/2020, is required at the time of proposal submittal.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/13/2020, is required at the time of proposal submittal.

Question 3:

If utilizing a network of dealers for order processing, do we need to provide that list upon submission? Can the list be modified at any time?

Answer 3:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded vendors with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers and Distributors.

Question 4:

Will the administrative fee be charged to the manufacturer or to the dealer if using a dealer network? Will the fee be charged on the ceiling price or the final negotiated price listed on the member PO?

Answer 4:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract. Administrative fee is typically calculated based on total sales of all Equipment, Products, and Services purchased by Members under the contract.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/19/2020, is required at the time of proposal submittal.



INNOTEX® #032620-INO

Pricing for contract #032620-INO is provided at 20% discount from MSRP price list to Sourcewell participating agencies.

Tél.: 819-826-5971
Fax: 819-826-5195

Item XI. 3.

Quote

Quote : QUO-70648-Y1M5X

www.innotexprotection.com

To	
Company	GEORGIA FIRE & RESCUE SUPPLY
Name of the Quote	GEORGIA FIRE AND RESCUE STOCK GEAR- GFRS STOCK QUOTE 2 - EFFINGHAM August 2022
Contact	Ryan McElwee
Phone	(770) 479-5495
Phone	(770) 906-7754
Fax	(770) 479-9040

YOUR QUOTATION

USD

COAT ENERGY - INNOTEX ENERGY™	QTY	MSRP	SUB TOTAL
NFPA 1971-2018			
32" STYLE - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER)	1		
Pioneer, Aramid Blend, 6.6 osy - Khaki			
Stedair© 3000, 5.2 osy			
Defender™ M NP (Brass), 7.0 osy			
3M Scotchlite® 3" SEGMENTED (triple trim) - Yellow Grey			
Trim Pattern: NFPA Style	1		
Zipper closure system (VISLON®)	1		
Semi bellows pockets (pair) - (8" x 9") - Regular	1		
Radio pocket (unit) - With extra layer of Outer Shell	1		
Standard flap with Grabber™	1		
POSITION: Radio Pocket: H: 8 x L: 4 x D: 2 (dimensions in inches) - POSITION B -			
Hand-warmer pockets with Nomex FR polar fleece (pair)	1		
Kevlar® handguard with thumbhole - Natural	1		
Vented back protection Airflow™	1		
Exterior hanging loop	1		
Mic loop / P.A.S.S. loop / 1 UNITS / Left chest	1		
Thermal liner attachments (bottom of coat) (unit) / 1 UNITS	1		
Flashlight Holder - Riveted Clip with Hook & Loop Fastener / 1 UNITS / Right chest	1		
PERSO: Right sleeve (E) - Nomex® Embroidered American flag / Sewn on shell	1		
PERSO: Back under neck (H) - Lettering - For all units (EFFINGHAM) / Scotchlite® 3" - Lime yellow / Straight / Sewn on shell	1		

PERSO: Hem of coat (M) - Lettering - Different for each unit ([2]-Name - see list) / Average 12 letters / Scotchlite® 3" - Lime yellow / Straight / Sewn on removable patch / 4" X 17" / Outer Shell

1

Polymer coated aramid Color: BLACK

Limited 2-year Warranty

1

PANTS ENERGY - INNOTEX ENERGY™	QTY	MSRP	SUB TOTAL
NFPA 1971-2018			
Big boot leg - Regular waist - SINGLE COLOR OUTER SHELL - WITH SINGLE METABOLIC ZONE (THERMAL BARRIER)	1		
Pioneer, Aramid Blend, 6.6 osy - Khaki			
Stedair® 3000, 5.2 osy			
Defender™ M NP (Brass), 7.0 osy			
3M Scotchlite® 3" SEGMENTED (triple trim) - Yellow Grey			
Trim Pattern: Standard NFPA	1		
Zipper closure system (VISLON®)	1		
Full bellows pockets (pair) - (10" X 10" X 2") - Lined with Kevlar® twill reinforcement	1		
EMK™ (Enhanced Mobility Knee) in Polymer coated aramid - With closed cell FR blend sponge foam (BLACK REINFORCEMENT)	1		
DELUXE Cotton suspenders ("H style")	1		
Nomex belt (2-sides adjustment)	1		
Belt loops (6 units) (included)-(3" x 2") / 6 UNITS	1		
Polymer coated aramid Color: BLACK			
Limited 2-year Warranty	1		

Because of our ongoing commitment to product quality and development, we reserve the right to change, cancel, discontinue or alter any specification, price, design or feature without prior notice and without incurring any obligation.

Staff Report

Subject: Request to approve Firefighter pay increase by \$3.00 an hour.

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: March 7, 2023.

Item Description: Request to approve Firefighter pay increase by \$3.00 an hour.

Summary Recommendation:

Staff is requesting approval to increase Firefighter pay by \$3.00 an hour to remain competitive with local municipalities and increase recruiting

Executive Summary/Background

The past three years have been trying times for all our first responders. Our Fire Department has done its best to keep staffing levels up, but we can no longer ignore the pay issue. The city of Rincon's fire department starts their staff at \$16.29/hour. After their first year, they receive a dollar increase in pay. This proposed pay increase will help keep us on par with Rincon, Pooler, Chatham County, Bryan County, etc. It will also help us be more attractive to future recruits in this extremely tough employment market. Our last two recruit schools have had low numbers. We are hoping this increase also helps with our retention of current experienced and dedicated firefighters.

Alternatives for Commission to Consider

1. Approve the pay increase for Firefighters.
2. Disapprove the pay increase for Firefighters and provide guidance to staff.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager, Fire Chief, Finance, and Human Resources.

Funding Source: No immediate impact on the current budget as these increases can be paid with the insurance tax premium, which was higher than what we originally budgeted—approximately \$250K if Fire was fully staffed for the remaining four months of the budget year. There may need to be a budget amendment presented by Finance later.

Staff Report

Subject: Approval and publication of a new job description for Probate Court.

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: March 7, 2023.

Item Description: Approval and publication of a new job description for Probate Court.

Summary Recommendation:

Staff is requesting authorization to approve and publish a new job description for Probate Court.

Executive Summary/Background

Chief Clerk/Associate Judge: the purpose of this position is to assist the Judge of Probate Court and to manage all court proceedings, as well as to oversee the daily operations of the Probate Court Office, including Vital Records, Passports, Estate filings, other duties include overseeing and managing the assignments of all daily, monthly, and yearly tasks.

This will be a promotion in title for the current Chief Deputy Clerk, Mr. David Zittrouer, who has been with the County since November 1999, and Probate Court since July 2021.

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, Probate Court, and Human Resources.

Funding Source: No impact on the budget.

Attachments: Chief Clerk/Associate Judge Job Description
Associate Judge Law Document from Georgia General Assembly



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Chief Clerk / Associate Judge	Job Code: 000405
Reports to: Probate Judge	FLSA Status: Exempt
Department: Probate Court 04	

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

Position Overview:

The purpose of this position is to assist the Judge of Probate Court and to manage all court proceedings, as well as to oversee the daily operations of the Probate Court Office to include Vital Records, Passports, Estate filings, other Duties include overseeing and managing the assignments of all daily, monthly, and yearly tasks.

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.

Prepares or completes various forms, reports, correspondence, or other documents; keeps all minutes of Court entered into a suitable book, recorded, and indexed as required by law; types and issues citations; administers all oaths relating to the business of the court; types and issues all Orders and Letters pertaining to Petitions or applications; types and indexes applications for licenses and permits; types and issues subpoenas, writs of fieri facias, etc; types letters and mail regarding court cases or other petitions/applications received.

Verifies birth and death certificates and a variety of other certificates; indexes and records certificates; runs background checks on application renewals as required.

Makes appointments and keeps court/office calendar for Judge and all employees.

Searches and gives information by telephone, in person or through the mail to the public.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Receives and files all petitions presented by electors, the Board of Registrars, or the County Executive Committee of a political party or upon the election of superintendent's own motion for the division, redivision, alteration, change or consolidation of precincts; receives and verifies nomination petitions of candidates; types and runs in newspaper as required by law of any petition, notice, or election; preserves, stores and maintains voting machines and ballot boxes when not in use; selects, hires, and appoints poll officers to work in each election.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS****Job Title: Chief Clerk/Associate Judge****Job Code:**

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Procures and preserves all records of The Effingham Herald.

Calculates all court cost, receives and receipts court cost; shows expenditures from court cost.

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

Responsible for GBI and Vital Records Audits

ADDITIONAL FUNCTIONS

Must comply with all requirements as listed under OCGA 15-9-2.1

Hear and Preside over Probate cases at the discretion of the Probate Judge

MATERIALS AND EQUIPMENT USED

Computers, Scanners, Copier, digital camera, typewriter, CJT Software, Excel, Microsoft word,

LICENSES

Must be able to complete GBI security and awareness training every 2 years

Must be able to complete and maintain GCIC TAC certification and operator certification

Valid Georgia Driver's License**MINIMUM QUALIFICATIONS**

High school diploma or GED; supplemented by college level course work or vocational training in business and office administration; supplemented by three (3) years previous experience and/or training that includes business management, accounting, and court; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

Meet all requirements required to become Ga. Crime Information Center terminal agency coordinator (TAC) and terminal operator.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Chief Clerk/Associate Judge	Job Code:
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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 capacity to act as a first line supervisor, including overseeing work, acting on employee problems, and assigning the work of others and the Public.

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

Job Title: Chief Clerk/Associate Judge	Job Code:
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Sensory Requirements:

Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors:

Performance of essential functions may require exposure to adverse environmental conditions, such as dust, pollen, smoke, machinery, or electric currents.

Effingham County, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer

15-9-2.1. Appointment, compensation, authority, qualifications, training, and other limitations of associate probate court judges.

(a) Appointment, compensation, and term.

(1) The judge of the probate court may appoint one or more individuals to serve as associate judges of the probate court in probate matters on a full-time or part-time basis subject to the approval of the governing authority of the county. Such associate judges of the probate court shall serve at the pleasure of the judge of the probate court.

(2) Whenever an associate judge of the probate court is appointed to serve in a probate court, the clerk of the probate court shall forward a certified copy of the order of appointment to the Council of Probate Court Judges of Georgia.

(3) Associate judges of the probate court shall be included in the list of members of the Council of Probate Court Judges of Georgia as set forth in Code Section 15-9-15. An associate judge of the probate court shall not be a voting member and shall not serve as an officer of the Council of Probate Court Judges of Georgia.

(4) Compensation of the associate judges of the probate court shall be fixed by the judge of the probate court subject to the approval of the governing authority or governing authorities of the county or counties for which the associate judge of the probate court is appointed. The salary and any employment benefits of each associate judge of the probate court shall be paid from county funds. No associate judge of the probate court shall be eligible to participate in the Judges of the Probate Courts Retirement Fund of Georgia.

(b) **Authority.** Both full-time and part-time associate judges of the probate court shall be vested with all of the authority of the judge of the probate court of the county or counties for which the associate judge of the probate court is appointed. In all proceedings before the court, the judgment of an associate judge of the probate court shall be the final judgment of the court for appeal purposes.

(c) Qualifications and training requirements.

(1) With the exception of the residency requirement set forth in subparagraph (a)(1)(B) of Code Section 15-9-2, all associate judges of the probate court shall have the same qualifications required of the elected judge of the probate court of the county or counties for which the associate judge of the probate court is appointed.

(2) All full-time associate judges of the probate court shall complete the training requirements set forth for judges of the probate court in Code Section 15-9-1.1. All part-time associate judges of the probate court shall be required to attend a minimum of nine hours of training in an area related to probate court, mental health, or traffic matters as determined by the elected judge of the probate court. All probate required training shall be paid for by the governing authority or governing authorities of the county or counties for which the associate judge of the probate court is appointed.

(d) Oath and bond.

(1) Before entering on the duties of their offices, all associate judges of the probate court shall take the oaths required of all civil officers and, in addition, the following oath:

"I do swear that I will well and faithfully discharge the duties of associate judge of the probate court for the County of _____ during my continuation in office, according to law, to the best of my knowledge and ability, without favor or affection to any party. So help me God."

(2) The clerk of the probate court shall make an entry of the oath of each associate judge of the probate court on the minutes of the probate court. In the case of an associate judge of the probate court serving as a magistrate, no oath, certificate, or commission shall be required except the oath and commission of the associate judge of the probate court as an associate judge of the probate court.

(e) Restriction on the practice of law and the fiduciary role.

(1) It shall be unlawful for any associate judge of the probate court to engage directly or indirectly in the practice of law in his or her own name or in the name of another as a partner in any manner in any case, proceeding, or matter of any kind in his or her own court or in any other court in any case, proceeding, or any other matters of which his or her own court has pending jurisdiction or has jurisdiction. It shall be unlawful for any associate judge of the probate court to give advice or counsel to any individual on any matter of any kind whatsoever that has arisen directly or indirectly in his or her own court. Nothing in this chapter shall be construed to limit in any way the ability of an associate judge of the probate court to serve as or offer advice in his or her role as a judge advocate or in any other military role in an active duty or reserve component of the United States Army, United States Navy, United States Marine Corps, United States Coast Guard, United States Air Force, United States National Guard, Georgia National Guard, Georgia Air National Guard, Georgia Naval Militia, the Georgia State Defense Force, or in the National Guard or Air National Guard of any state or territory of the United States.

(2) Subsection (b) of Code Section 15-9-2 regarding a judge's limitations on the fiduciary role shall apply to all associate judges of the probate court.

15-9-1.1. Required training courses; attendance records, expenses.

(a) Any individual who is elected, appointed, or becomes a judge of the probate court by operation of law after January 1, 1990, after taking office as judge of the probate court, shall satisfactorily complete a new judge orientation training course prescribed by the Probate Judges Training Council and the Institute of Continuing Judicial Education of Georgia at the first occasion such course is offered. Such judge shall complete an attendance record of such training issued by the Institute of Continuing Judicial Education of Georgia and file it with the Probate Judges Training Council.

(b) Each judge of the probate court shall be required to complete additional training prescribed by the Probate Judges Training Council and the Institute of Continuing Judicial Education of Georgia during each year he or she serves as a judge of the probate court and complete an attendance record of such training issued by the Institute of Continuing Judicial Education of Georgia and file it with the Probate Judges Training Council.

(c) Any judge who fails to complete the new judge orientation training course as required by subsection (a) of this Code section or to earn the required cumulative annual minimal credit hours of training during any one-year period after the new judge orientation training may be given a six-month administrative extension by the Probate Judges Training Council during which to fulfill this requirement. Individual requests for extensions beyond the initial six-month extension for reasons of disability, hardship, or extenuating circumstance may be approved on a case-by-case basis by the Probate Judges Training Council. Upon failure to earn the required hours within the six-month extension period or additional extension period or periods granted, the Probate Judges Training Council shall promptly notify the Judicial Qualifications Commission which shall recommend to the Supreme Court removal of the probate judge from office unless the Judicial Qualifications Commission finds that the failure was caused by circumstances beyond the control of the probate judge.

(d) All expenses of training authorized or required by this Code section, including any tuition which may be fixed by the Institute of Continuing Judicial Education, shall be paid by the probate judge or probate judge elect taking the training; but the probate judge or probate judge elect shall be reimbursed by the Institute of Continuing Judicial Education of Georgia to the extent that funds are available to the institute for such purpose; provided, however, that if such funds are not available, each probate judge or probate judge elect shall be reimbursed from county funds by action of the county governing authority.

Staff Report

Subject: Extract Utility Data – Spatial Engineering – PID: 22012-OCS-01
Author: Pamela Melser, GIS Manager
Department: GIS
Meeting Date: 03-07-2023
Item Description: Consideration to approve proposal by Spatial Engineering to extract utility features from scanned as-built records

Summary Recommendation:

Effingham County began scanning its record archives in 2021 through a contract with Spatial Engineering. In 2022, The County continued efforts and completed a second phase of scanning resulting in 28 as-built projects from which utility data can be extracted from. Utility data extraction will involve creating a GIS dataset with the following utilities; water, sewer, reuse, stormwater, and easement.

This project will increase the completeness of the County's mapped utility infrastructure. The creation and maintenance of a comprehensive and accurate utility infrastructure will aid the County in future plans focused on stable growth, as it impacts utilities and the residents of Effingham County.

The data extraction will be executed under Spatial Engineering's current contract with the County; PID 22012, On-Call Support. Per the current contract with Spatial Engineering, On-Call Services (OCS) provides the County the ability to request data updates, analysis, maps, field collection, application development, etc. on an as needed basis.

Executive Summary/Background:

- The following deliverables are expected
 - Updated GIS data layers for; water, sewer, reuse, stormwater, and easements
 - Updated RightSpot Projects data layer with simple boundary, attributes, and PDF link for as-builts.
 - Monthly updates for water, sewer, reuse, storm water, and easement GIS data layers

Alternatives for Commission to Consider:

1. Approve Extract Utility Data – Spatial Engineering – PID: 22012 OCS-01 to extract utility features from scanned as-built records in the amount of \$38,969.41.
2. Take no action.
3. Do not approve of the proposal by Spatial Engineering to extract utility features from scanned as-built records.

Recommended Alternative:

Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: GIS

Funding Source: 100-7403-225-52-1202 using a budget amendment drafted by finance for FY23.

Attachments: Spatial Engineering Proposal



OCS-01: Extract Utility Data – Phase 2

01/24/2023

1 Introduction:

1.1 Point of Contacts:

Spatial Engineering, Inc.

Richard Truluck, P.E.
Project Manager
rtruluck@spateng.com
O: 912-826-6688 x222

Effingham County, Georgia

Pamela Melser
GIS Manager
Pmelser@effinghamcounty.org
O: 912-754-8050 x4509

1.2 Description

Scan Drawing Archive Phase 2, Project ID: 21010-OCS-04 was completed 11/16/2022 with the scanning of 1634 drawing sets (11,826 drawing sheets). This data is available to authorized county personnel via the Projects – Scanning Projects data layer in RightSpot. The County's focus toward utility extraction on the priority 1 (as-builts) was initiated with the Extract Utility Data, Project ID: 21010-OCS-03. The intent of this proposal is to extract the utility and easement data from as-built projects captured in the Phase 2 scanning effort. SPATIAL proposes to execute this task under SPATIAL's current contract with the County, PID: 22012, On-Call Support.

1.3 Reference:

1. 03/30/2022 Scan Drawing Archive Assessment, PID: 20017-OCS01.
2. 05/03/2022 Extract Utility Data, PID: 21010-OCS03.
3. 05/03/2022 Scan Drawing Archive – Phase 2, PID: 21010-OCS04.

2 Scope of Work:

SPATIAL proposes to 1) add as-built projects identified in assessment report to the RightSpot™ Projects data layer and 2) extract water, sewer, storm, reuse water, and easements data into GIS.

2.1 Projects Layer:

1. Schema Definition: SPATIAL will modify the Projects layer database schema to add attributes to track the source of the data and whether or not data has been extracted. The UTIL_EXTRACT attribute will be used to track the process using the standard traffic light approach (Yes = Green, Partial = Amber, No = Red). Projects with no utility data will be gray. Reference Appendix A – Project Layer Attributes.

2. Layer Update: SPATIAL will add the as-built projects to the Projects data layer as follows:
 - a. Create a polygon feature at the project location. This will serve as the project's extents and serve as the geospatial link to the project as-builts.
 - b. Attribute the project data.
 - c. Link the project PDF to the project feature.

2.2 Data Extraction

1. Available Data: Extraction is only required on those as-built projects with water, sewer, storm, reuse water, and easement data. A review of the as-builts identified in the assessment report reveals several as-builts do not have the desired data or can be combined to reduce the number of projects resulting in 28 unique projects to extract. The following table summarized the number of drawing sheets available for each utility.

Type	Water	Sewer	Stormwater	Reuse Water	Easements
Sheets	44	16	30	3	42
Sets	24	6	19	1	21

2. Extraction: Extraction is the process of digitizing specific scanned elements to vector features in GIS and attributing those features with the available non-graphic data (size, material, invert elevation). The purpose of this effort is to incorporate the utility data from the project as-built PDF files into the GIS to support various planning and analysis initiatives (done by others). The following data will be extracted from each as-built where available.
 - a. General Rules:
 - i. Do not snap line vertices where lines cross; do not connect lines.
 - ii. Elements shall snap at vertices producing no overshoots and no gaps.
 - iii. Lines will break at valve centroid, manhole centroid, and junction points.
 - iv. Create network topology for each utility.
 - b. Feature Group: Water System:
 - i. Feature Classes: wControlValve_P, wFireHydrant_P, wFitting_P, wHydrant_P, wLing_L, wManhole_P, wMeter_P, wSource_P
 - c. Feature Group: Sewer System:
 - i. Feature Classes: sCleanOut_P, sControlValve_P, sFitting_P, sGreaseTrap_P, sLine_L, sManhole_P, sOutfall_P, sPump_P, sPumpStation_A, sPumpStation_P, sSepticTank_A, sSepticTank_P, sStorageReservior_A, sTreatmentPlant_A, sTreatmentPlant_P

- d. Feature Group: Stormwater System:
 - i. Feature Classes: dLines_L, dPoint_P, dStorageReservior_A, dStorageReservoir_P
- e. Feature Group: Reuse Water:
 - i. Feature Classes: rControlValve_P, rFitting_P, rLine_L, rMeter_P, rSource_P
- f. Feature Group: Easement:
 - i. Feature Classes: Outgrant_A

3 Deliverables:

1. Updated Projects data layer with simple boundary, attributes, and PDF link for as-builts. Data available via RightSpot Project layer.
2. Updated water, sewer, stormwater, reuse water, and easement GIS data layers based on extracted data. Data available via RightSpot Project layer. Extraction progress tracked via RightSpot. Anticipate 28 as-built projects with utility data to extract.
3. Monthly updates for water, sewer, stormwater, reuse water, and easement in GIS data layers in accordance with the current data share agreement.

4 Cost Estimate:

Item	Task	Cost
1.0	Update Projects data layer and extract water, sewer, stormwater, reuse water, and easement to GIS	\$38,969.41
	Total	\$38,969.41

Notes:

1. This is a Firm Fixed Price (FFP) quote based on SPATIAL's contract rate schedule.
2. The cost quote is valid for 60 days.

5 Schedule:

The total project duration is estimated to be 84 calendar days. The following schedule assumes a Notice to Proceed (NTP) date of March 1, 2023. Duration is shown in business days.

Item	Milestone	Start	End (1)
0	Notice to Proceed (NTP)	3/1/2023	0
1	Kickoff Meeting	NTP+5	3/8/2023
2	Update Projects data layer	Item 1+15	3/29/2023



On-Call Services Task Proposal
Effingham County, GA
PID: 22012

Item XI. 6.

Item	Milestone	Start	End (1)
3	Extract Water, Sewer, Stormwater, Reuse Water, and Easements	Item 1+40	5/3/2023
4	County review	Item 3+5	5/10/2023
5	Final delivery	Item 4+10	5/24/2023
	Total Project Duration	NTP	84

Notes:



(1) Duration presented in calendar days.

6 Assumptions:

1. This task is for digitizing/extracting data from scanned as-built images listed in Appendix B.
2. Extracted data will be uploaded monthly in accordance with current data agreement.

7 Task Acceptance

If the tasks, schedule, and cost are acceptable, please sign, date, and return a copy to Spatial Engineering.

For: Spatial Engineering, Inc.	For: Effingham County, GA
 _____ Date: <u>1/23/2023</u>	_____ Date: _____
Rebecca F. Truluck President O: 912-826-6688 btruluck@spateng.com 	Name: _____ Title: _____

8 Appendix A – Project Layer Attributes

Populate the following attributes to the Project Layer.

Attribute Name	Type	Definition
Type	Domain	Allowable values: <ul style="list-style-type: none"> As-Built = Record drawings representing actual construction. Construction = Drawings ready for construction. Includes design drawings, site development, and demolition as these may represent a stage of construction.
Contract	Text	Allowable value: “21010-OCS04”
Water_Avail	Boolean	Allowable values: {Yes, No}
Sewer_Avail	Boolean	Allowable values: {Yes, No}
Storm_Avail	Boolean	Allowable values: {Yes, No}
Reuse_Avail	Boolean	Allowable values: {Yes, No}
Ease_Avail	Boolean	Allowable values: {Yes, No}
Util_Extract	Domain	Allowable values: {Yes, Partial, No}

9 Appendix B – As-Built Project/File Name

Projects with utility and easement data.

As-built File Name	CCID
Archer Road Development	1759
As Built Edwards Commercial Park	2276
As Built Saddlehorn Subd	2136
As Built Survey for Nellice Crosby	2130
As Built Survey of Cypress Cove Subd	2206
As Built Survey of Mingledorff Estates	2040
As-Built Barrister Crossing Subd	1811C
As-Built Const Plans-Barrister Crossing Subd	1811D
As-Built Construction Plans for Jamestown SD	1694
Const Plans for Honey Ridge Estates	2291
Const Plans for White Bluff Subd Ph 2 and 3	2232A
Eff County Multi Agency Call Center	2301
GDOT Plan and Profile Proposed Bridge Replacement Log Landing at Ebenezer Creek	1780
Mill Creek Plantation Ph 3	1900
Paving Grading and Drainage Plan for Midland Estates	1659
Rabun Estates Water Plan	1793
Recd Drawing Const Plans for Wakefield Subd 56 Acre Hwy 17 N Development	2221
Record Drawing for Covered Bridge and Holly Pointe Subdivisions	1442
Record Drawings for Cobbleton Subdivision	1739
Record Drawings for Mallard Pointe	2234
Record Drawings of Mill Creek Plantation PH 2	1654
Record Drawings of Paving Grading Drainage and Utility Plans for Stillwood Subd	2105
St Mathews Parish	2219
Utility Record Drawing for Park West PH 2	1594
Water Reclamation Facility	885
Westwood Heights Subd Driveway Ditch As Builts	2082
Westwood Heights Subd Usher Place Ext of SS and Water Lines	2083
Zipperer Place	2233

Staff Report

Subject: Migrate Esri Enterprise from SQL 2008 to SQL 2016 – Spatial Engineering – PID: 22012-OCS-02

Author: Pamela Melser, GIS Manager

Department: GIS

Meeting Date: 03-07-2023

Item Description: Consideration to approve proposal by Spatial Engineering to migrate the existing GIS database from SQL 2008 to 2016, upgrade the SDE to 10.8.x, and install ArcGIS Image Server

Summary Recommendation:

Effingham County's GIS data is currently housed in a 2008 SQL database. The GIS department, with the assistance of IT and Spatial Engineering, requests funding approval for migration support to SQL 2016. The current Operating System and 2008 version of SQL are no longer supported. This creates unnecessary risk of losing GIS data and productivity. Additionally, with the new SQL Server 2016, the County will update their Enterprise GIS from Arc Server 10.0 to 10.8.1 and create an image server to host raster imagery. The County has made significant investments in GIS data and mapping assets. The ability to support future GIS innovation will be greatly aided with the data migration and server updates. The proposed upgrades will be executed under Spatial Engineering's current contract with the County; PID 22012, On-Call Support. Per the current contract with Spatial Engineering, On-Call Services (OCS) provides the County the ability to request support on an as needed basis.

Executive Summary/Background:

- Spatial Engineering's expertise will mitigate downtime for the GIS department as well as all departments that it supports including; Development Services, Tax Assessors, E911, and Fire
- Upgrade to SQL 2016 and Install Arc Server 10.8.1
 - The primary benefits bring the server Operating System and SQL to a version that is supported, and will have continued support for several years.
 - The older systems currently in place limit the support that the County receives from ESRI as the County will not be able to upgrade past the current software.
 - The new servers will be built on the IT department's new Host server platform hardware and storage which will increase speed and reliability.
 - The current server platform is scheduled for retirement.
 - The server upgrade will allow for future upgrades to ArcGIS Portal, a hybrid web based data sharing platform that will allow for efficient sharing of GIS data and maps throughout the County departments.
 - Portal integration eliminates the need for staff to manually maintain the data updates for the Interactive web map.
- Install ArcGIS Image Server
 - Image server will be created to provide efficient raster imagery access.
 - Imagery is currently accessed using a file based system that slows data maintenance and the editing process
 - The increased speed of access to imagery will support the daily use of the GIS data, parcel editing, web based mapping, and efficiencies for multiple department in addition to GIS.

Alternatives for Commission to Consider:

1. Approve the proposed contract with Spatial Engineering in the amount of \$11,723.00.
2. Do not approve the proposed contract with Spatial Engineering
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: GIS Manager and IT Director

Funding Source: 100-7403-225-52-1202 using a budget amendment drafted by finance for FY23.

Attachments: Spatial Engineering Proposal

February 08, 2023

OCS-02: Migrate Esri Enterprise from SQL 2008 to SQL 2016

1. Introduction:

1.1. Point of Contacts:

Spatial Engineering, Inc.

Paula Edwards, PMP, GISP
Project Manager
613 Towne Park Dr West, Suite 202
Rincon, GA 31326
pedwards@spateng.com
O: 912-826-7380
C: 404-394-5509

Effingham County, GA

Pamela Melser
GIS Coordinator
Effingham County Board of
Commissioners
Development Services
804 South Laurel Street
Springfield, GA 31329
(912)754-8050 x4509
PMelser@effinghamcounty.org

1.2. Description:

As a part of Effingham County contract under project number 22012, they are requesting On Call Support from Spatial Engineering (SPATIAL) for assistance in migrating their existing geospatial database from SQL Server 2008 to SQL Server 2016 and upgrading the SDE portion to 10.8.x. The County currently uses ArcGIS Server 10.0 for the SDE portion to their geodatabase.

The purpose is to provide a high-level approach and estimate for SPATIAL's assistance to Effingham County's GIS team to migrate their geospatial database from SQL 2008 to SQL 2016 and to upgrade the ArcGIS Server (SDE component) with the database. Part of this process requires ensuring their ArcGIS Desktop software is in sync with the geodatabase upgrade and all connectivity to the new geodatabase has been tested. In this proposal is also an option for an approach and estimate to install the County's ArcGIS Image Server which will provide more efficient access to County imagery than the current file-based access.

1.3. Reference:

- 1.3.1. February 25, 2022, Meeting Minutes from MS Teams discussion on Esri Enterprise migration from SQL 2008 to 20016. See [APPENDIX A](#) for meeting minutes.
- 1.3.2. February 1, 2023 Meeting Minutes from onsite visit to Effingham County GIS office. See [APPENDIX B](#) for meeting minutes.

2. Scope of Work Option 1: Geospatial Data Migration to SQL 2016

The County would like upgrade their SQL Server Instance from 2008 to 2016, and in doing so they need assistance in migrating their geospatial data to the new Database. With the new SQL Server 2016, the County wants to update their Enterprise GIS from ArcGIS Server 10.0 to 10.8.1. Below are the preparational steps the County must complete before SPATIAL can assist with any upgrades.

2.1. Effingham County Preparations for upgrade:

- 2.1.1. Install new 2016 SQL Server instance (while keeping the existing 2008 version live and separate from migration).
- 2.1.2. Upgrade ArcGIS Desktop Software on one GIS workstation (ArcGIS Desktop 10.8.x), while keeping at least one workstation with existing software (ArcGIS Desktop 10.7.x) connected to existing 2008 SQL geodatabase.
 - 2.1.2.1. County to ensure the latest version of all needed Esri extensions or add-ins (i.e., Attribute Assistant) are installed on updated desktop software.
 - 2.1.2.2. County to ensure the latest version of patching, extensions, and all add-ins for the Esri desktop software have been applied.
- 2.1.3. To create a baseline, the County needs to:
 - 2.1.3.1. First, freeze all geodatabase editing while migration is in process.
 - 2.1.3.2. Second, merge and reconcile all versioning in geospatial database to create source baseline.
 - 2.1.3.3. Third, after reconciling data, make a backup copy of SQL geodatabase, as well an export of the newly created baseline in a File geodatabase (FGDB) format.
 - 2.1.3.3.1. Approximately 27 Feature Datasets
 - 2.1.3.3.2. Approximately 297 Feature Classes
 - 2.1.3.4. Document any related or joined tables before they disconnect all joined or related tables.
 - 2.1.3.5. Document any existing topology rules for the GIS data.

2.2. SPATIAL Geodatabase Upgrade Preparation Tasks:

Confirm that the County's following GIS data links will not be impacted with upgrade:

- 2.2.1. WinGAP – The WinGAP tax database is linked in ArcGIS Desktop through a join to a separate database connection called "AY2023" (named after the year it represents). This connection has to be updated each year as WinGAP data is moved to the current year. WinGAP is linked to the parcel feature class via the PARCEL_NO, using a one-to-one relationship.

2.2.2. Eagleview / Pictometry links – The County's Eagleview imagery is not connected through DB links, they are not displayed in ArcGIS Desktop. Instead Eagleview provides a web viewer external to Effingham County. The GIS manager uploads county GIS data to Pictometry servers via a Pictometry Convert Uploader plugin available inside of ArcGIS Desktop.

2.2.3. QPublic links – Per the County, QPublic data is not used in ArcGIS Desktop.

2.2.4. Confirmed Esri Attribute Assistant is compatible with ArcGIS Desktop Advanced 10.6-10.8.2.

2.3. SPATIAL Geodatabase Upgrade Onsite Tasks

2.3.1. Install ArcGIS Server 10.8.1 (must have SQL Server 2016 instance complete before this can be done).

2.3.1.1. SPATIAL will identify the version of ArcGIS Server software and patches needed.

2.3.1.2. Depending on the County's preferences, SPATIAL will then bring software/patches with them on removeable media, or will identify and ask the County to download the specified ArcGIS Server software and patches.

2.3.2. SPATIAL will demonstrate the migration process for the first batch of data from current SQL 2008 DB instance to the new SQL 2016 DB instance via the upgraded ArcGIS Desktop 10.8.2 software.

2.3.3. Restart Versioning in new geodatabase SQL 2016. No edits or reconciliation needed because source baseline was created prior to migration and all editing stopped.

2.3.4. Rejoin and or connect all tables as they were before migration.

2.3.5. SPATIAL to document the steps completed for County's geodatabase migration.

2.4. Effingham County Post SPATIAL onsite Tasks:

2.4.1. The County to complete data migration of the remaining batches at a later date, based off of their network demand.

2.4.2. Restart Versioning in new geodatabase SQL 2016. No edits or reconciliation needed because source baseline was created prior to migration and all editing stopped.

2.4.3. Rejoin and/or connect all tables as they were before migration.

2.4.4. Reapply any related or joined tables.

2.4.5. Verify any previous topology rules for the GIS data.

3. Scope of Work: Option 2 – Install ArcGIS Image Server And Provide Training

The County would like to implement an ArcGIS Image Server to provide faster rendering of large raster files of County imagery that are used by the County when working with parcel data.

3.1. Effingham County Preparation Tasks:

- 3.1.1. The County will prepare a separate VM Windows 2019 server for the ArcGIS Image Server. This cannot be the SQL DB server.
- 3.1.2. The County will identify which imagery they want to render on the image server.
- 3.1.3. The County will have needed ports open for software connectivity to desktops.
- 3.1.4. If needed, the County will create certificates for web-based Image server access.

3.2. SPATIAL To Set-Up **OFFSITE Prototype**

To confirm the best Image Server capability for the County, Spatial will create a prototype using a sample set of Effingham County imagery. Install and configure ArcGIS Image Server **offsite**.

- 3.2.1. SPATIAL will prepare a sample set of County Imagery to be published via ArcGIS Image Server. The following will be determined from prototype:
 - 3.2.1.1. How County imagery can be published with ArcGIS Image Server: Compressed MrSID, uncompressed Cached tiled version?
 - 3.2.1.2. Which format works best for speed and/or space? (WMTS, MrSID, Tif, etc.).

3.3. SPATIAL to Install ArcGIS Image Server **Onsite at County**

- 3.3.1. Install ArcGIS Image Server 10.8.1 on the County's newly setup Windows 2019 VM Server. County has existing licenses for Esri ArcGIS Enterprise – (WebAdapter, Image Server, etc.). SPATIAL is specifically installing ArcGIS Image Server component of the ArcGIS Enterprise package.
- 3.3.2. SPATIAL to work with County GIS Manager to demonstrate publishing an identified set of County's Imagery (train the trainer approach).
- 3.3.3. SPATIAL will demonstrate how it can be accessed via the desktop ArcGIS software.
- 3.3.4. SPATIAL to document steps done for installation of ArcGIS Image Server.

4. Future Considerations

Possible options for expanded use of Esri products that already fall under the existing licenses the County has in their ELA.

4.1.1. Utilize more components of ArcGIS Enterprise such as ArcGIS Portal, WebAdapter, or additional ArcGIS Servers/Image Servers) in their ArcGIS Enterprise configuration, or connecting/federating it to their SQL DB.

4.1.2. Implement a new Parcel Fabric using ArcGIS Pro and ArcGIS Enterprise.

5. Cost Estimate:

Item	Task	Estimate
1	SOW Option 1 – Geodatabase Migration – Section 2	\$3,647.00
2	SOW Option 2 – Install ArcGIS Image Server and Provide Training – Section 3	\$8,076.00
	Total for both Options	\$11,723.00

Notes:

1. This is an estimate of Firm Fixed price based on SPATIAL's commercial rate schedule.
2. The cost quote is valid for 60 days.

6. Schedule:

Task	Milestone	Start	Duration (1)
0	Notice to Proceed (NTP)	NTP	0
1	Kickoff	NTP	1D
2	Esri Data SQL Migration and ArcGIS Server Upgrade	NTP + Task 1	3D
3	ArcGIS Image Server Install and Setup	Task 2 + 5	5D

Notes:

- (1) Duration presented as work days.
- (2) NTP = Notice to proceed.

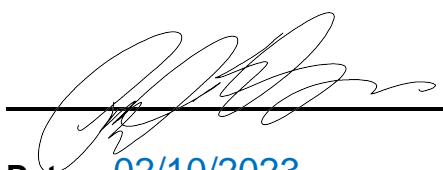

7. Assumptions:

- 7.1. County will create and setup new Server environment(s) (VM Windows 2019 Server).
- 7.2. County will provide all hardware (servers and desktops).
- 7.3. County will provide all needed Esri software licenses, authorization and or provision files.
- 7.4. County will have SQL Server DB instance installed on a separate server from any ArcGIS Image instance.
- 7.5. County will have one ArcGIS Desktop Software v. 10.8.2 already upgraded before migration (and if needed ArcGIS Pro (Standard, or Advanced) v. 2.9.5).

- 7.6.** County will have installed all updates, and/or patches to all updated software prior to data migration (SQL Server 2016 and ArcGIS Desktop 10.8.2, and ArcPro 2.9.5).
- 7.7.** The 2008 SQL Enterprise Geodatabase will be accessible while new 2016 SQL Enterprise Geodatabase is up and running during migration.
- 7.8.** The SPATIAL team will have full administrative access to servers and data while on-site

8. Task Acceptance

If the tasks, schedule, and cost are acceptable, please sign, date, and return a copy to Spatial Engineering. Please Mark Yes or No on the Option 1 and 2 executions.

For: Spatial Engineering, Inc.	For: Effingham County, GA	Options Yes/No
 Date: <u>02/10/2023</u>	 Date: _____	Option 1 only
Paula J Edwards, PMP, GISP Vice President O: 912-826-6688 pedwards@spateng.com	 Name: _____ Title: _____	Options 1&2

APPENDIX A: February 25, 2022 Meeting Minutes

Communication/Meeting Record		Date:	2022-02-25	
Caller/Host:	Ricky Truluck Spatial Engineering, Inc.	Calling:	See Attendees below.	
Contact Info:	912-826-6688	Contact Info:	See Attendees below.	
Project Name:	Effingham County RightSpot	PID:	21010	
Subject:	Migrate Esri Enterprise from SQL 2008 to SQL 2016	Relation:	X Prime	Sub-contractor

Discussion Focus:						
x	Scope		Budget		Schedule	Performance
	Bus Dev		Follow-up	x	Project Kickoff	% Project Review

1. Attendees:

1. Effingham County (County):
 - 1.1. Chris Reed, IT Director, creed@effinghamcounty.org, 912-754-8100
 - 1.2. Pamela Melser, GIS Coordinator, pmelser@effinghamcounty.org, 912-754-8050 x4509
 - 1.3. Danny Frazier, GIS Technician, dfrazier@effinghamcounty.org, 912-854-8050 x4510
2. Spatial Engineering (SEI):
 - 2.1. Paula Edwards, PM, pedwards@spateng.com, 404-394-5509
 - 2.2. Zsolt Boros, Sn Developer, zboros@spateng.com, 912-826-6688
 - 2.3. Govi Hines, GIS Analyst, ghines@spateng.com, 912-826-6688
 - 2.4. Ricky Truluck, PM, rtruluck@spateng.com, 912-826-6688

2. Agenda/Purpose:

1. County to share requirements and goals for migrating to SQL 2016.
2. SEI to ask questions and gain clarification to assist the County in the migration.

3. Review of Open Action Items:

NA

4. Design/Development Verification and Validation per SOW:

NA

5. Items to Validate on customer site:

NA

6. Discussion:

1. References:
 - 1.1. Email from Pamela Melser to Ricky Truluck asking if SEI could help them migrate their SQL 2008 Esri Enterprise geodatabase to SQL 2016. 20220211_1636_pmelser.
2. Requirements:
 - 2.1. Esri Versioning: The county uses Esri versioning for parcel updates. Only Pamela Melser and Danny Frazier edit the data.

6. Discussion:

- 2.2. Pictometry: The county uses Pictometry Digital Ortho and Oblique imagery via links to Pictometry's website.
- 2.3. WinGAP: The county has real time links to the WinGAP SQL database.
- 2.4. They would like to use more of the capabilities in the new ArcGIS Server.
- 2.5. Target SQL Server 2016 on Windows Server 2016.
- 2.6. Esri recommended migrating to the ArcGIS Server (latest version) minus one version. Today that is ArcGIS Server 10.8.
- 2.7. They would like to use ArcGIS Portal on-premise if possible. The County will verify what licenses (components) their ELA provides.
- 2.8. Migrating the database is first priority.

3. Currently Using:

- 3.1. Software:
 - 3.1.1. ArcGIS Desktop 10.7
 - 3.1.2. Tried ArcPro, but have experienced problems.
 - 3.1.3. ArcGIS Server 10.0
 - 3.1.4. SQL Server 2008
- 3.2. Data:
 - 3.2.1. The county has about 300 feature classes.
 - 3.2.2. The links between GIS and WinGAP allow for two-way editing between the GIS Department and the Tax Assessor.
 - 3.2.3. Have 2005, 2008, 2010, 2013, 2018, and 2021 digital ortho imagery in MrSID format. They are not using an imager server to publish the imagery. It is accessed directory either from a share or on the local drive. One of the older web servers may have been an image server, but it is no longer used.
 - 3.2.4.
- 3.3. Use:
 - 3.3.1. The on-premise GIS Servers and Web Servers are shut down. Currently ArcGIS Desktop direct connects to GDB.
 - 3.3.2. The county uses Esri Arc Online to publish some of the data.
 - 3.3.3. The county is ok moving all versions of data into the base version so that only one version of data is migrated. Then the versioning process can restart in the new database.
 - 3.3.4. They try to compress the version DB weekly.
 - 3.3.5. They use a tool called Attribute Assistant which is an extension to ArcGIS Desktop. It helps them to populate the attribute data faster. They want to keep this tool if at all possible.
 - 3.3.5.1. <https://solutions.arcgis.com/shared/help/attribute-assistant/>
 - 3.3.5.2. <https://solutions.arcgis.com/shared/help/attribute-assistant/get-started/>
 - 3.3.6. QPublic pulls data from the Tax Assessor. That process will have to be evaluated.

4. Approach:

- 4.1. The County can set up a test environment with the target OS and SQL.
- 4.2. SEI suggested they use Esri to migrate the data versus trying to migrate in the database. Esri will make adjustments to the GDB as needed.
- 4.3. Using Esri may bring over the joins to WinGAP. If not, they will have to be recreated.
- 4.4. We need to coordinate the GIS SQL version with the WinGAP SQL version.
- 4.5. Evaluate QPublic connection.
- 4.6. Evaluate Pictometry connection.
- 4.7. The County will verify what Esri software they have access to. Specifically, what image server software (if any).
- 4.8. SEI suggested using Web Map Tile Service (WMTS) for publishing imagery.
- 4.9. SEI recommended using SQL 2019 if supported by Esri and WinGAP. The County will look into it, but the County is ok going to SQL 2016.

EFFINGHAM COUNTY –ESRI DATA MIGRATION

6. Discussion:

5. Conclusion:

- 5.1. SEI will provide a plan and quote to support the migration going forward.
- 5.2. The County will provide a list/count of feature classes to migrate.
- 5.3. The County will look for any special rules or joins in the DB. This includes the WinGAP joins.
- 5.4. The County will provide the WinGAP point of contact for SEI to contact if needed.
- 5.5. The County will build the test environment. The test environment will be configured such that if the migration goes well, the test environment can become production.
- 5.6. Once migration begins, all production changes must be stopped so nothing is lost in migration.

7. Reallocation of Resources:

1. Paula Edwards will be the Project Manager.
2. Zsolt Boros will be the technical lead.

8. Action Items:	Assigned To:	Due Date:	Comments:
1. Provide county plan and quote	P Edwards	3/15/2022	
2. Provide SEI list/count of feature classes to migrate	P Melser	3/8/2022	
3. Identify special DB rules and joins	P Melser	3/8/2022	
4. Provide WinGAP point of contact to SEI	P Melser	3/8/2022	
5. Build test environment	C Reed	4/15/2022	

Notes:

- (1) Track Action Items to closure or transfer.
- (2) Format Action Item comments using “YYYYMMDD – Comment”.
- (3) Format the last comment using “YYYYMMDD – COMPLETE”.
- (4) Format Action Item comments transferred to another form using “YYYYMMDD – TRANSFER <location>”.

Next Meeting Date: TBD

Reported By: R Truluck

APPENDIX B: Meeting Minutes from 2/1/2023 Onsite Visit at Effingham County for Esri Data Migration

Communication/Meeting Record		Date:	2023-02-01
Caller/Host:	Effingham County GIS	Calling:	Spatial Engineering
Contact Info:	Pamela Melser pmelser@effinghamcounty.org Effingham County GIS	Contact Info:	Zsolt Boros, zboros@spateng.com Govi Hines, ghines@spateng.com Spatial Engineering
Project Name:	Effingham Co. GIS	PID:	22012
Subject:	ArcGIS Server and Desktop upgrade maintenance	Relation:	Prime Sub-contractor

Discussion Focus:							
x	Scope		Budget		Schedule		Performance
	Bus Dev		Follow-up		Project Kickoff		% Project Review

9. Attendees:

Zsolt Boros – Spatial Engineering, Systems Architect
 Govi Hines – Spatial Engineering, GIS Analyst
 Pam Melser – Effingham Co., GIS Manager
 Danny Frazier – Effingham Co., GIS Technician
 Chris Reed – Effingham Co., IT Director
 Matthew Cruikshank – Effingham Co., Deputy Director of IT

10. Agenda/Purpose:

Information gathering for upgrading SQL Server based ArcGIS Server and ArcGIS Desktop.

11. Review of Open Action Items:

12. Design/Development Verification and Validation per SOW:

13. Items to Validate on customer site:

14. Discussion:

Discussion with GIS staff: Govi and Zsolt sat with GIS Staff (Pam and Danny) at workstation to review current settings and workflows with ArcGIS Desktop.

1. GIS data that is stored in SQL Server are accessed via user logins to each GIS data editor. The County currently has two GIS editors and two viewers.
2. An additional login exists for managing data but users do not use this for editing GIS data.

14. Discussion:

3. Currently using ArcGIS Desktop 10.7
4. Images are displayed as a layer in ArcGIS Desktop which are attached from file share. Image formats are ECW, MrSID, and GeoTiff. There may be lidar data but not currently used. These are very slow to load and have to be turned off during load and zoom operations.
5. The WinGAP tax database is linked in ArcGIS Desktop through a join to a separate database connection called “AY2023” (named after the year it represents). This connection has to be updated each year as WinGAP data is moved to the current year. WinGAP is linked to parcel feature class through via the PARCEL_NO, using a one-to-one relationship. Primarily only Pam uses this join relationship.
6. Qpublic data is not used in ArcGIS Desktop.
7. Pictometry images are not displayed in ArcGIS Desktop. Instead Pictometry provides a web viewer external to Effingham County. Pam uploads county GIS data to Pictometry servers via a Pictometry Convert Uploader plugin available inside of ArcGIS Desktop.
8. Some of the data is versioned that have several versions in a hierarchy. Zsolt said it is best to roll all versions up to root and compress before the update to provide a clean migration.
9. All the staff agreed that going to the latest version of ArcGIS Desktop, ArcGIS Server, and possibly even ArcGIS Pro would be beneficial so as to avoid having to upgrade again soon. So, this will be the target for this update. Zsolt will provide proper ESRI compatibility list for software for the update.
10. The GIS staff also uses the Google Street View plugin, which is also available for ArcGIS Pro, both of which are freeware.
11. Pam and Chris have admin abilities in “My Esri” portal to manage county ESRI licensing and Pam will check to make sure the ArcGIS Server license is available. Zsolt: ArcGIS Enterprise included ArcGIS Server, Image Server, and Portal for ArcGIS. Need to ensure license is active.
12. Due to slower access at times to the database, Pam may complete migration of data after hours (with instruction help from Spatial Engineering).
13. Zsolt will need to verify connection of SQL 2008 to ArcGIS Desktop (latest) for migration.
14. ArcGIS online is used to share data with public (approximately 500-1000) daily users. This requires credits and Pam would like to bring this capability inhouse through Portal if possible.
15. Data updates for utilities provided by Spatial Engineering is received via FTP. If a portal is setup internally with access to Spatial Engineering this may be a more seamless process. Both Pam and Chris agreed that this is a request for future after this update.

Discussion with IT staff: (Met in conference room with GIS and IT staff together)

1. All GIS data is in a single SQL Server 2008 database. SDE configuration is loaded in the same database called “effgis”.
2. Chris said the table structure that is in the GIS database is hard to understand as ESRI does not use traditional database relationships.
3. Target SQL Server version is 2016 due to licensing complication with higher versions of SQL Server.
4. Target Windows Server OS is 2019.
5. New SQL Server database will be stood up leaving existing database in use during the migration.
6. WinGAP server is on a separate Windows server where WinGAP maintains update of the database with latest version. This is the data Pam connects to from ArcGIS Desktop.
7. Network connection between SQL Server and users is a 1Gb fiber optic, however data access during peak time is slow.
8. The image server should be stood up separately from SQL Server. For the setup a server will be ready with admin access for Spatial Engineering to install the software. The current file server where images are stored is about 1.2 TB. Not all images will be ported over to the new server as many are obsolete.
9. Need to ensure ports if required can be opened during setup. Also need to create certificate for web-based Image server access. Zsolt will verify if ArcGIS Web Adapter is required for Image Server which will need the certificate in place.
10. Chris and Pam would like to see the upgrade/migration steps documented. Zsolt asked if it would be ok to document during the install so configurations would be specific to the county and Chris and Pam agreed.

14. Discussion:

15. Reallocation of Resources:

16. Action Items:	Assigned To:	Due Date:	Comments:
6. Provide list of versioned feature classes	Pam Melser		
7. Provide latest software compatibilities for ArcGIS Server, Image Server, Desktop, and Pro	Zsolt Boros		
8. Provide active ArcGIS Server license available in My Portal	Pam Melser		
9. Check if Image Server requires the ArcGIS Web adapter	Zsolt Boros		
10.			

Notes:

- (5) Track Action Items to closure or transfer.
- (6) Format Action Item comments using “YYYYMMDD – Comment”.
- (7) Format the last comment using “YYYYMMDD – COMPLETE”.
- (8) Format Action Item comments transferred to another form using “YYYYMMDD – TRANSFER <location>”.

Staff Report

Subject: Final Plat Approval (Third District)
Author: Chelsie Fernald, Planner
Department: Development Services
Meeting Date: March 7, 2023
Item Description: Consideration to approve a Final Plat, Warranty Deed, and Infrastructure Agreement submitted by Justin Palmer, of Coleman Company, Inc., for Lonadine (Webb Tract) ph 1, which consists of 54 lots. Located on Hwy 119. Map# 344 Parcel# 26A

Summary Recommendation:

Staff have reviewed the final plat, and inspected the roads and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:

- Contractors for Mungo Homes of Georgia have built roads and stormwater infrastructure for phase 1. In order to sell the 54 lots of phase 1 for home construction, the final plat must be approved, and the roads and stormwater infrastructure accepted by the Board of Commissioners.
- Water and sewer is provided by the City of Springfield. An infrastructure agreement confirming Springfield's ownership of the water and sewer infrastructure that is located in the right of way is included in this final plat approval. The Springfield City Manager has verified that staff will be recommending acceptance of the water and sewer infrastructure.
- EOM inspected the right of way and stormwater infrastructure of phase 1, and recommend approval.
- Development Services staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- EOM reviewed the bond recommendation, and approved the bond for \$93,611.13, which is 10% of the total cost of drainage, concrete work, and paving in phase 1. The applicant has submitted a water-sewer infrastructure bond to the City of Springfield.
- The County Attorney reviewed and approved the warranty deed and infrastructure agreement. The utility easement agreement is between the developer and the city, and is referenced in the Warranty Deed.

Alternatives for Commission to Consider

- 1 - Approve the final plat, warranty deed, and infrastructure agreement for Lonadine (Webb Tract) ph. 1, and accept the roads and stormwater infrastructure identified in the warranty deed.
 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney

Funding Source: No new funding requested.

Attachments:

- | | |
|--|-----------------------------|
| 1. Final Plat Submittal Form & Checklist | 4. Bond |
| 2. Final Plat for Lonadine (Webb Tract) ph 1 | 5. Infrastructure Agreement |
| 3. Warranty Deed | |

EFFINGHAM COUNTY

FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____

Date Reviewed: _____ Reviewed by: _____

Name of Subdivision Webb Tract Phase 1Name of Applicant/Agent Justin Palmer Phone 912-200-3041Company Name Coleman Company, Inc.Address 1480 Chatham Parkway, Suite 100, Savannah Ga,Owner of Record* Mungo Homes of Georgia Phone _____Address 138 Canal Street, Pooler, Ga. 31322

Engineer* _____ Phone _____

Address _____

Surveyor* Don Taylor Phone 912-200-3041Address 1480 Chatham Parkway, Suite 100, Savannah Ga,

*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided 29.368 Zoning R-6 Number of Lots 54Date of sketch plan approval 6/25/2021 Date of preliminary plan approval 2/25/2022Map#/Parcel# to be subdivided 344-26A List all contiguous holdings in the same ownership:

Map#/Parcel# _____

Water supply City of SpringfieldSewer supply City of SpringfieldHave any changes been made since this Subdivision was last before the County Commission? 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 9th day of NOVEMBER, 2022

Notary

Applicant

Owner

EFFINGHAM COUNTY

FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

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

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

Office Use	Applicant Use
Project Information:	
X	1. Graphic scale.
X	2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
X	3. North arrow.
X	4. Land reference point.
X	5. Point of beginning designated.
X	6. Date of preparation (under Surveyor's signature).
X	7. Name of Subdivision.
X	8. Names of adjacent subdivisions and owners of adjoining parcels of land.
X	9. Names and widths of adjacent streets.
X	10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.
X	11. Plat boundaries darkened.
X	12. Proposed building setback lines.
X	13. Location of all existing easements or other existing features.
X	14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
X	15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
X	16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
X	17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
X	18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
X	19. Location of city limits and county lines, if applicable.

X	20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
X	21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS
	22. Certificate of Approval – To be signed by County Commission chair.
	23. Signed Certificate of Accuracy.
	24. Signed Certificate of Ownership and Dedication – Individuals.
	25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
	26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
	27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
	28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

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

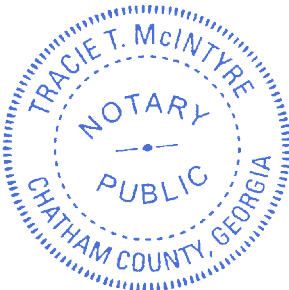
This 9th day of NOVEMBER, 2022

Tracie T. McIntyre
Notary

[Signature]
Applicant

Owner

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



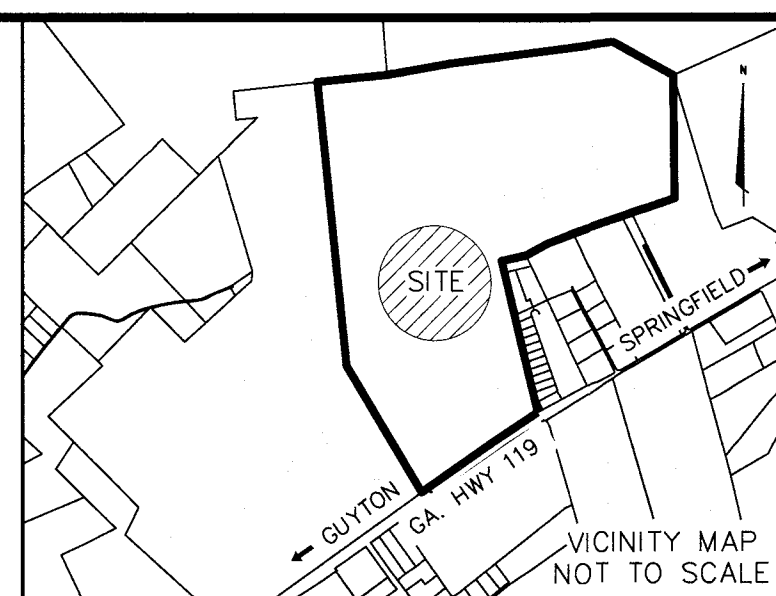
LOT TABLE		
LOT #	ACRAGE	SQ. FT.
1	0.201	8,768
2	0.176	7,649
3	0.193	8,424
4	0.171	7,429
5	0.169	7,383
6	0.180	7,830
7	0.179	7,813
8	0.179	7,812
9	0.220	9,580
10	0.199	8,654
11	0.177	7,692
12	0.183	7,973
13	0.237	10,326
14	0.238	10,374
15	0.254	11,058
16	0.227	9,897
17	0.209	9,111
18	0.231	10,077
19	0.212	9,237
20	0.324	14,116
21	0.392	17,061
22	0.200	8,695
23	0.172	7,500
24	0.201	8,768
25	0.212	9,254
26	0.186	8,091
27	0.172	7,500
28	0.201	7,500
29	0.201	7,500
30	0.172	7,500
31	0.172	7,500
32	0.172	7,500
33	0.172	7,500
34	0.172	7,500
35	0.172	7,500
36	0.172	7,500
37	0.173	7,524
38	0.281	9,739
39	0.251	10,955
40	0.200	8,727
41	0.200	8,727
42	0.200	8,727
43	0.198	8,612
44	0.172	7,500
45	0.172	7,500
46	0.206	8,983
47	0.243	10,583
48	0.187	8,146
49	0.187	8,146
50	0.198	8,618
51	0.238	10,358
52	0.273	11,897
53	0.228	9,912
54	0.209	9,112

LOT TOTAL	11.062	479,338
OPEN SPACE A	7.758	337,958
OPEN SPACE B	1.82	79,294
OPEN SPACE C	0.501	21,826
COMMON AREA 1	0.167	7,288
COMMON AREA 2	0.057	2,500
COMMON AREA 3	1.048	45,648
COMMON AREA 4	0.058	2,524
AMENITY AREA	0.737	32,098
LIFT STATION	0.058	2,518
TOTAL R/W	6.048	263,280
TOTAL AREA	29.253	1,274,272

REFERENCE:

1. PLAT RECORD BOOK 10, PAGE 111.
2. PLAT RECORD BOOK A377, PAGE B2.
3. PLAT RECORD BOOK K, PAGE 112.
4. PLAT RECORD BOOK C181, PAGE D1.
5. PLAT RECORD BOOK 13, PAGE 1.
6. PLAT RECORD BOOK D31, PAGE C1.

EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "Δ" = 04"
ADJUSTED BY LEAST SQUARES:
PLAT ERROR OF CLOSURE: 1/456,128
FIELD ERROR OF CLOSURE: 1/12,501



PROJECT DATA

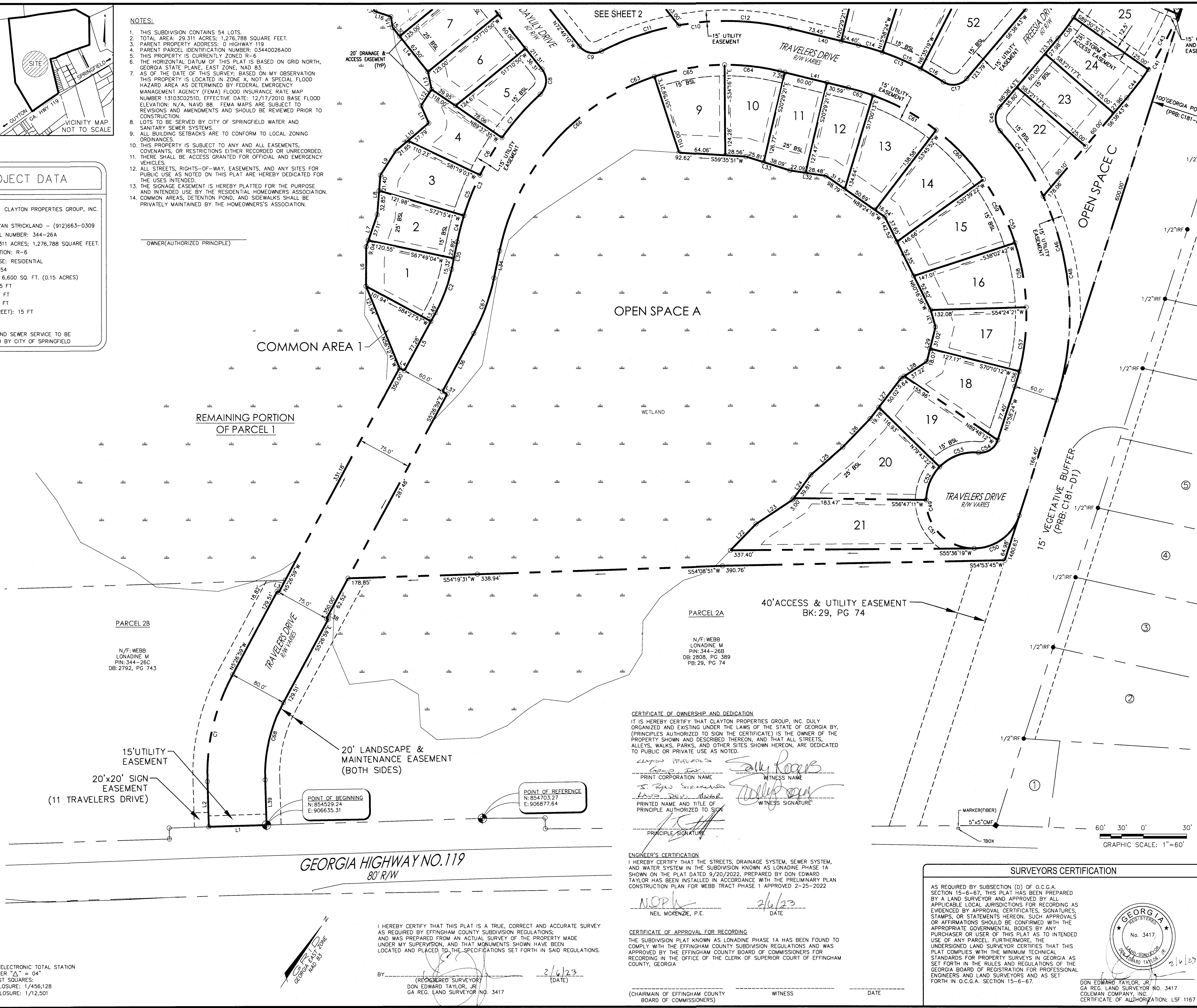
OWNER/DEVELOPER: CLAYTON PROPERTIES GROUP, INC.
24HR CONTACT: RYAN STRICKLAND - (912)663-0309
TAX MAP & PARCEL NUMBER: 344-26A
PARCEL AREA: 29.311 ACRES; 1,276,788 SQUARE FEET.
ZONING CLASSIFICATION: R-6
PROPOSED LAND USE: RESIDENTIAL
NUMBER OF LOTS: 54
MINIMUM LOT SIZE: 6,600 SQ. FT. (0.15 ACRES)
FRONT SETBACK: 15 FT
REAR SETBACK: 25 FT
SIDE SETBACK: 7.5 FT
SIDE SETBACK (STREET): 15 FT

WATER AND SEWER SERVICE TO BE PROVIDED BY CITY OF SPRINGFIELD

NOTES:

1. THIS SUBDIVISION CONTAINS 54 LOTS.
2. TOTAL AREA: 29.311 ACRES; 1,276,788 SQUARE FEET.
3. PARENT PROPERTY ADDRESS: 0 HIGHWAY 119
4. PARENT PARCEL IDENTIFICATION NUMBER: 03440026A00
5. THIS PROPERTY IS CURRENTLY ZONED R-6
6. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
7. AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION, THIS PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13103C0251D, EFFECTIVE DATE: 12/17/2010, BASE FLOOD ELEVATION: N/A, NAVD 86. FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
8. LOTS TO BE SERVED BY CITY OF SPRINGFIELD WATER AND SANITARY SEWER SYSTEMS.
9. ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES.
10. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
11. THERE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
12. ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USES INTENDED.
13. THE SIGNAGE EASEMENT IS HEREBY PLATTED FOR THE PURPOSE AND INTENDED USE BY THE RESIDENTIAL HOMEOWNERS ASSOCIATION.
14. COMMON AREAS, DETENTION POND, AND SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS'S ASSOCIATION.

OWNER(AUTHORIZED PRINCIPLE)



CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFY THAT CLAYTON PROPERTIES GROUP, INC. DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA BY, (PRINCIPLES AUTHORIZED TO SIGN THE CERTIFICATE) IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES SHOWN HEREON, ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

CLAYTON PROPERTIES GROUP, INC.
PRINT CORPORATION NAME
S. Ryan Strickland
PRINTED NAME AND TITLE OF PRINCIPLE AUTHORIZED TO SIGN
PRINCIPLE SIGNATURE
WITNESS NAME
WITNESS SIGNATURE

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS LONADINE PHASE 1A SHOWN ON THE PLAT DATED 9/20/2022, PREPARED BY DON EDWARD TAYLOR HAS BEEN INSTALLED IN ACCORDANCE WITH THE PRELIMINARY PLAN CONSTRUCTION PLAN FOR WEBB TRACT PHASE 1 APPROVED 2-25-2022

NEIL MCKENZIE, P.E.
DATE

CERTIFICATE OF APPROVAL FOR RECORDING

THE SUBDIVISION PLAT KNOWN AS LONADINE PHASE 1A HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

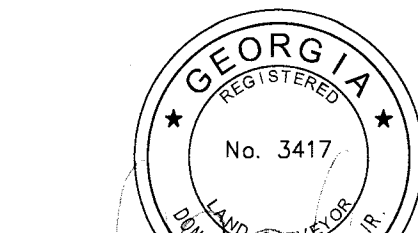
(CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS)

WITNESS

DATE

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167

A MAJOR SUB-DIVISION OF
A PORTION OF PARCEL A
OF THE WEBB TRACT, LONADINE PHASE 1A
10TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
PREPARED FOR: CLAYTON PROPERTIES GROUP, INC.

JOB NUMBER: 20-642
DATE: 09/20/2022
DRAWN BY: DET
CHECKED BY:
SCALE: 1" = 60'

MAJOR
SUBDIVISION

SHEET:

1/2

COLEMAN COMPANY
ENGINEERS • SURVEYORS
1480 Chatham Parkway, Suite 100
Savannah, Georgia 31406-3041

COLEMAN COMPANY, INC. DATE PLOTTED: 2/15/2023 4:33 PM BY: Justin Palmer DRAWING PATH: C:\2022\20-642-000\DWG\Survey\20-642 WEBB PHASE 1 2022.09.14.DWG



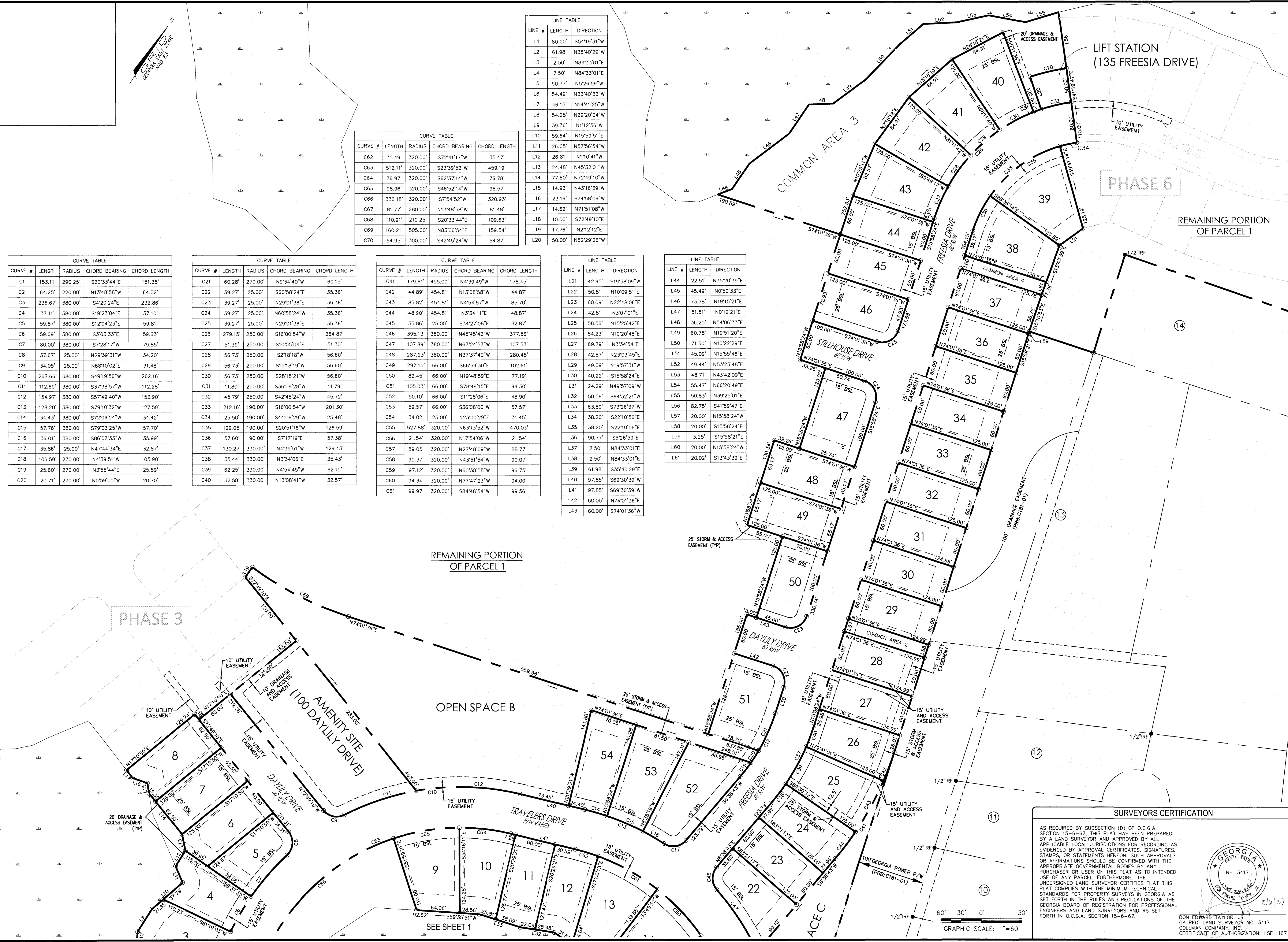
CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD BEARING
C1	153.11'	290.25'	S20°33'44"E
C2	64.25'	220.00'	N13°48'58"W
C3	236.67'	380.00'	S4°20'24"E
C4	37.11'	380.00'	S19°23'04"E
C5	59.87'	380.00'	S12°04'23"E
C6	59.69'	380.00'	S3°03'33"E
C7	80.00'	380.00'	S7°28'17"W
C8	37.67'	25.00'	N29°39'31"W
C9	34.05'	25.00'	N68°10'02"E
C10	267.66'	380.00'	S4°19'56"W
C11	112.69'	380.00'	S3°38'57"W
C12	154.97'	380.00'	S5°49'40"W
C13	128.20'	380.00'	S7°10'32"W
C14	34.43'	380.00'	S7°20'24"W
C15	57.76'	380.00'	S7°03'25"W
C16	36.01'	380.00'	S86°07'33"W
C17	35.86'	25.00'	N4°44'34"E
C18	106.59'	270.00'	N4°39'51"W
C19	25.60'	270.00'	N3°55'44"E
C20	20.71'	270.00'	N0°59'05"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD BEARING
C21	60.28'	270.00'	N9°34'40"W
C22	39.27'	25.00'	S60°58'24"E
C23	39.27'	25.00'	N29°01'36"E
C24	39.27'	25.00'	N60°58'24"W
C25	39.27'	25.00'	N29°01'36"E
C26	279.15'	250.00'	S16°00'54"W
C27	51.39'	250.00'	S10°05'04"E
C28	56.73'	250.00'	S2°18'18"W
C29	56.73'	250.00'	S15°18'19"W
C30	56.73'	250.00'	S28°18'21"W
C31	11.80'	250.00'	S36°09'28"W
C32	45.79'	250.00'	S42°45'24"W
C33	212.16'	190.00'	S16°00'54"W
C34	25.50'	190.00'	S44°09'29"W
C35	129.05'	190.00'	S20°51'16"W
C36	57.60'	190.00'	S71°7'19"E
C37	130.27'	330.00'	N4°39'51"W
C38	35.44'	330.00'	N3°34'06"E
C39	62.25'	330.00'	N4°54'45"W
C40	32.58'	330.00'	N13°08'41"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD BEARING
C41	179.61'	455.00'	N4°39'49"W
C42	44.89'	454.81'	N13°08'58"W
C43	85.82'	454.81'	N4°54'57"W
C44	48.90'	454.81'	N3°34'11"E
C45	35.86'	25.00'	S34°27'08"E
C46	395.13'	380.00'	N45°45'42"W
C47	107.89'	380.00'	N6°72'45"W
C48	287.23'	380.00'	N37°37'40"W
C49	297.15'	66.00'	S66°59'30"E
C50	82.45'	66.00'	N19°48'59"E
C51	105.03'	66.00'	S78°48'15"E
C52	50.10'	66.00'	S11°28'06"E
C53	59.57'	66.00'	S36°08'00"W
C54	34.02'	25.00'	N23°00'29"E
C55	527.88'	320.00'	N63°13'52"W
C56	21.54'	320.00'	N17°54'06"W
C57	89.05'	320.00'	N27°48'09"W
C58	90.37'	320.00'	N43°51'54"W
C59	97.12'	320.00'	N60°38'58"W
C60	94.34'	320.00'	N77°47'23"W
C61	99.97'	320.00'	S84°48'54"W

LINE TABLE	
LINE #	DIRECTION
L21	S19°58'09"W
L22	N10°09'51"E
L23	N22°48'06"E
L24	N3°07'01"E
L25	N15°25'42"E
L26	N10°20'48"E
L27	N3°34'54"E
L28	N23°03'45"E
L29	N19°57'31"W
L30	S15°58'24"E
L31	N49°57'09"W
L32	S64°32'21"W
L33	S73°26'37"W
L34	S22°10'56"E
L35	S22°10'56"E
L36	S5°26'59"E
L37	N84°33'01"E
L38	N84°33'01"E
L39	S35°40'29"E
L40	S69°30'39"W
L41	S69°30'39"W
L42	N74°01'36"E
L43	S74°01'36"W

LINE TABLE	
LINE #	DIRECTION
L44	N35°20'39"E
L45	N0°50'33"E
L46	N19°15'21"E
L47	N0°12'21"E
L48	N54°06'33"E
L49	N19°51'20"E
L50	N10°22'29"E
L51	N15°55'46"E
L52	N53°23'48"E
L53	N43°42'09"E
L54	N66°20'49"E
L55	N39°25'01"E
L56	S41°59'47"E
L57	N15°58'24"W
L58	S15°58'24"E
L59	S15°58'21"E
L60	N15°58'24"W
L61	S13°43'39"E



SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA
REGISTERED
No. 3417
DON EDWARD TAYLOR, JR.
LAND SURVEYOR

DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167

JOB NUMBER: 20-642
DATE: 09/20/2022
DRAWN BY: DET
CHECKED BY:
SCALE: 1"=60'

MAJOR SUBDIVISION

SHEET: 2/2

COLEMAN COMPANY
ENGINEERS • SURVEYORS
1480 Chatham Parkway, Suite 100
Savannah, Georgia | (912) 200-3041

A MAJOR SUB-DIVISION OF
A PORTION OF PARCEL 1A
OF THE WEBB TRACT, LONADINE PHASE 1A
10TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
PREPARED FOR: CLAYTON PROPERTIES GROUP, INC.

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this ____ day of ____, 2023, by and between **CLAYTON PROPERTIES GROUP, INC.**, a Corporation as Party or Parties of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party or Parties of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain roads and storm drainage, situate, lying and being in the 10th G.M. District, Effingham County, Georgia, consisting of the entire right-of-way of Travelers Drive Street, Daylily Drive, and Freesia Drive located within the Webb Tract (Lonadine) Subdivision, Phase ONE-A (1A), as more particularly described on that certain subdivision plat entitled "A MAJOR SUBDIVISION OF A PORTION OF PARCEL A OF THE WEBB TRACT, LONADINE PHASE 1A" prepared by Coleman Company, Inc., Don Edward Taylor, Jr., GA P.L.S. No. LS003417, dated February 6, 2023 recorded in Plat Cabinet ____, Slide ____, in the office of the Clerk of Superior Court of Effingham County, Georgia. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned streets or rights of way for public access.

Subject to that certain Utility Easement Agreement dated ____ day of ____, 2023, by and between Grantor and the City of Springfield, Georgia, recorded in Deed Book ____, Page ____ in the Office of Superior Court of Effingham County, Georgia.

Grantor further conveys all right, title and interest in and to the drainage improvements, within said right-of-way and public easement, all located within The Webb Tract (Lonadine) Subdivision, Phase One-A (1A), as shown on the above-referenced plat which are incorporated herein for descriptive and all other purposes. However, this Warranty Deed excludes all water and sewer systems and lines lying within the said right-of-way and public easement all located within Webb Tract (Lonadine) Subdivision, Phase One-A, as shown on the aforescribed plats which is incorporated herein for descriptive and all other purposes.

A non-exclusive perpetual easement to install, maintain, repair and replace any improvements for water systems and sewer systems located within the rights of way of these roads is hereby acknowledged to exist with the owner or owners of those systems. The Board of Commissioners of Effingham County, Georgia shall have no obligation to install, maintain, repair or replace any of the water and sewer systems.

Together with a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair, and replacement of permanent above ground or underground utilities and for the inspection of the storm water management facilities, over, through and across and in those areas designated as utility easements and drainage easements, including the right to ingress and egress over the easements, all located within Webb Tract (Lonadine) Subdivision, Phase One-A (1A), as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

Further, this Warranty Deed does not include the conveyance of any detention ponds, sidewalks, or common areas.

TO HAVE AND TO HOLD said road and easements, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

CLAYTON PROPERTIES GROUP, INC.

BY: TITLE

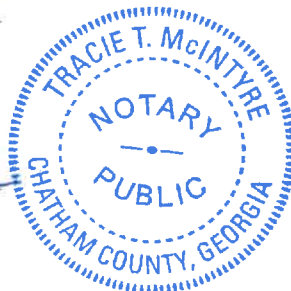
(SEAL)

Signed, sealed and delivered in
the presence of:

Witness

Tracie T. McIntyre
Notary Public

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2023.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY,
GEORGIA

BY: _____
Wesley Corbitt, Chairman

ATTEST: _____
Stephanie Johnson, Effingham County Clerk

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

STATE OF GEORGIA
COUNTY OF EFFINGHAM

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2023 by and between THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, a political subdivision of the State of Georgia, having its principal place of business at 804 S. Laurel Street, Springfield, GA 31329 (hereinafter, the **“County”**), THE CITY OF SPRINGFIELD, GEORGIA, a Georgia municipal corporation, having its principal place of business at 130 S. Laurel Street, Springfield, GA 31329 (hereinafter, the **“City”**), and CLAYTON PROPERTIES GROUP, INC, a Georgia Corporation, having its principal place of business at 441 Western Lane Irmo, SC 29063 (hereinafter, **“CLAYTON PROPERTIES GROUP”**).

WITNESSETH:

WHEREAS, CLAYTON PROPERTIES GROUP is the fee owner of certain land WEBB TRACT (LONADINE) SUBDIVISION PHASE 1A as shown upon a plat entitled “A MAJOR SUBDIVISION OF A PORTION OF PARCEL A OF WEBB TRACT, PHASE 1A” recorded in Plat Book ____, Page ____ the office of the Clerk of Superior Court of Effingham County, Georgia (hereinafter referred to as the **“WEBB TRACT (LONADINE) PHASE 1A”**); and

WHEREAS, CLAYTON PROPERTIES GROUP and the City have entered into a Utility Easement Agreement (attached hereto as **“Exhibit 1”**) granting the City the right to use and exercise all rights in and to the utility easement as shown on that certain map or plat entitled “A MAJOR SUBDIVISION OF A PORTION OF PARCEL A OF WEBB TRACT, PHASE 1A” recorded in Plat Book ____, Page ____ the office of the Clerk of Superior Court of Effingham County, Georgia, attached hereto as Exhibit B to Exhibit 1 and made a part hereof by this reference (hereinafter referred to as **“Easement Premises”**); and

WHEREAS, CLAYTON PROPERTIES GROUP and the City on April 13, 2021 entered into a Water and Sewer Service Agreement (attached hereto

as “Exhibit 2”) in order for the City to provide WEBB TRACT (LONADINE) SUBDIVISION PHASE 1A with potable water and sanitary sewer services; and

WHEREAS, WEBB TRACT (LONADINE) PHASE 1A is not located within the City’s corporate boundaries, but is located within the City’s water and sewer service delivery area; and

WHEREAS, the WEBB TRACT (LONADINE) PHASE 1A is located within unincorporated Effingham County; and

WHEREAS, the County intends to accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the utility infrastructure currently owned by CLAYTON PROPERTIES GROUP, which include, without limitation: lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities necessary for the provision of water and sewer services to WEBB TRACT (LONADINE) PHASE 1A (collectively, the “Facilities”) are or will be located within the County-owned right-of-way should the County accept dedication of the roads and rights-of-way shown on Exhibit B to Exhibit 1; and

WHEREAS, portions of the Facilities are or will be located inside the County-owned rights-of-way; and

WHEREAS, absent agreement to the contrary, property located within a county-owned right-of-way can become the property of that county; and

WHEREAS, the County does not want to own or maintain the Facilities; and

WHEREAS, the City’s perpetual ownership of the Facilities is paramount to the City’s provision of utility services to WEBB TRACT (LONADINE) PHASE 1A; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the County, the City, and CLAYTON PROPERTIES GROUP hereby agree as follows:

1. Ownership of the Facilities within the County-owned Right-of-Way. If the City accepts dedication of the Facilities and the County accepts dedication of the roads and rights-of-way shown on Exhibit B to

Exhibit 1, the City shall forever be the sole owner of the Facilities located within the County-owned roads and rights-of-way, regardless of whether the Facilities are currently within the County-owned roads and rights-of-way, or placed there in the future.

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt
Its: Chairman

ATTEST: _____
Stephanie Johnson
Effingham County Clerk

THE CITY OF SPRINGFIELD

By: _____
Barton A. Alderman
Mayor, City of Springfield

CLAYTON PROPERTIES GROUP,
INC

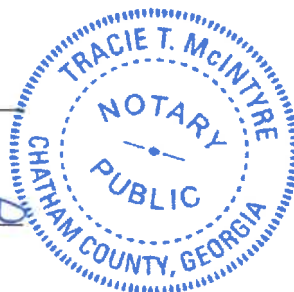
By: _____
Manager

Signed, sealed and delivered this
22 day of FEBRUARY, 2023, in
the presence of:

WITNESS

NOTARY PUBLIC

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023



This Agreement is approved as to form:

By:

Lee Newberry
Effingham County Attorney

By:

Benjamin M. Perkins
City Attorney, City of Springfield

EXHIBIT 1

**Utility Easement Agreement between the City of Springfield, Georgia and
CLAYTON PROPERTIES GROUP, INC**

EXHIBIT 2

**Water and Sewer Service Agreement between the City of Springfield, Georgia and
CLAYTON PROPERTIES GROUP, INC**

MAINTENANCE BOND

BOND NO: 47SUR300214010533

Know all men by these presents that we Clayton Properties Group, Inc dba Mungo Homes, as Principal, and Berkshire Hathaway Specialty Insurance Company a corporation organized under the laws of the State of Nebraska and duly authorized to transact business in the State of **Georgia**, as Surety, are held and firmly bound unto **Effingham County** as Obligee in the sum of Ninety-Three Thousand Six Hundred Eleven and 13/100 (\$93,611.13), for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the principal has agreed to provide a maintenance bond for:

Project Name Lonadine Phase 1 *Parcel ID#* 03440026A00

Project Location Highway 119, Springfield, Ga 31329

Contact Name Clayton Properties Group, Inc dba Mungo Homes *Phone#* 803-227-8446

Mailing Address 441 Western Lane, Irmo, SC 29063

Email Address cbarrett@mungo.com

This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

This bond shall have a term of 12 months commencing on _____ and shall be automatically renewed unless provided with written release by the Obligee.

Now, therefore, the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to **maintain all required improvements and installations as described above**, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

[Signatures on Following Page]

Signed, sealed and dated this 30th day of January, 2023

Witness

[Signature]

Clayton Properties Group, Inc. dba Mungo Homes

Type name of business entity, if applicable

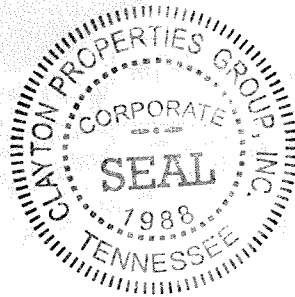
By: *[Signature]*

PRINCIPAL

Type Name: CHRISTOPHER S. BALLETT

Type Title: ASSISTANT SECRETARY

Date: 1.30.23



Witness

[Signature]
John P. Harney, Witness

Berkshire Hathaway Specialty Insurance Company

Type name of business entity, if applicable

By: *[Signature]*

SURETY

Type Name: Josefina Rojo

Type Title: Attorney-in-Fact

Date: January 30, 2023



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Josefina Rojo, John P. Harney, Jacquelyn Norstrom, Haley Anderson, Matthew Labno, 353 N. Clark Street of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

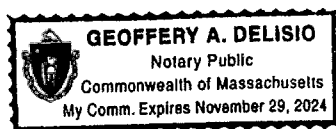


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 30, 2023.



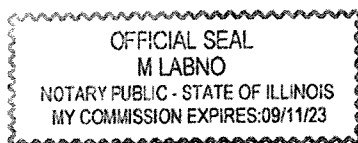
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at transfer.Porter@bhspecialty.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotices@bhspecialty.com, via fax to (617) 507-8259, or via mail.

On this 30th day of January 2023, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
Berkshire Hathaway Specialty Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.



M Labno
(Notary Public)

(Seal)

Staff Report

Subject: Approval of Change Order 1 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: March 7, 2023

Item Description: Change Order 1 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail

Summary Recommendation: Staff recommends approval of Change Order 1 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail for a contract decrease of **(-\$8,770.00)**.

Executive Summary/Background:

- E&D Contracting is under contract with Effingham County to perform road improvements in two areas, one being Freedom Trail. Over the course of this work, several changes have been made to the scope and E&D has submitted a change order to cover those changes.
- The original contract price in total was \$144,000.00, with the Freedom Trail portion being \$84,000.00. The total of this change order will decrease the contract cost by **(-\$8,770.00)**, bringing the overall contract total to \$135,230.00 (\$75,230.00 for the Freedom Trail portion).

Alternatives for Commission to Consider

1. Approval of Change Order 1 with E&D Contracting for Contract 22-25-006 for Road Improvements Construction at Freedom Trail
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, County Manager

Funding Source:

Attachments: Change Order and Documentation

Change Order # 1

Project: Contract 22-25-006 – Road Improvements Construction

Contract Date: March 9, 2022

Change Order Effective Date: March 7, 2023

Change Order Issued to: E&D Contracting Services, Inc.
2001 Mills B Lane Blvd.
Savannah, Ga 31405

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
1	Clearing- Change from original scope	\$7,500.00
2	Grading- increase needed for additional grading	\$4,300.00
3	Install 4" Ballast Stone- new addition	\$4,000.00
4	Install Rip-Rap- new addition	\$6,000.34
5	Install RCP Pipe- decrease from original scope	-\$21,000.00
6	Install Pre-Cast Boxes- decrease from original scope	-\$12,570.34
7	Asphalt Cost Increase	\$3,000.00
	TOTAL	

The original Contract Sum was.....\$ 144,000.00

Net change by previously authorized Change Orders.....\$

The Contract Sum prior to this Change Order was.....\$ 144,000.00

The Contract Sum will be **decreased** by this Change Order.....(**-\$8,770.00**)

The new Contract Sum including this Change Order will be.....**\$135,230.00**

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

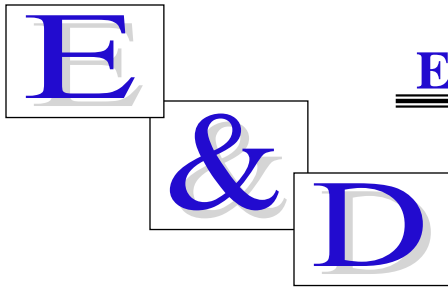
Contractor
 E&D Contracting Services, Inc.
 2001 Mills B Lane Blvd.
 Savannah, Ga 31405

By: _____

By: _____

Date: _____

Date: _____



E&D CONTRACTING SERVICES, INC.

General Contractors

*Specializing in Civil Construction, including Bridge Rehabilitation,
Water/Waste Water Rehabilitations, and Roadway Improvements.*

February 23, 2023

Angela Staley
Effingham County
804 South Laurel Street
Springfield, GA 31329

RE: Road Improvement Construction (Proposal for Changes Made to Freedom Lane)
Contract 22-25-006

Angela,

We are sending this letter as our formal proposal for the recent revisions made to the Freedom Lane portion of the subject referenced contract. These revisions removed the RCP Piping and Pre-Cast Boxes originally specified in our bid and contract documents. The removal of the RCP Piping and Pre-Cast boxes were made roughly 7 months after E&D had submitted, received approval, purchased, and had concrete piping/precast boxes delivered to the site. Eric Larson, previously with Effingham County, was aware of this and stated that Effingham County would purchase these items from E&D and store them at a County Location for future use. We were able sell the RCP Pipe to another contractor but the cost for the pre-cast boxed is included in our proposal. Also, due to inflation, asphalt prices have increased over the past 6 months while we waited on these revisions. I have included a small increase to cover these costs as well. I have credited areas of the project that we are not performing.

Freedom Lane Original Line Items

Mobilization	\$3,500.00
Traffic Control	\$3,500.00
Grading Complete	\$11,200.00
Install RCP Pipe	\$21,000.00
Install Pre-Cast Boxes	\$15,500.00
18" R/Curb	\$7,000.00
4" Sidewalk	\$4,100.00
Paving	\$18,200.00
TOTAL:	\$84,000.00

A WOMAN OWNED BUSINESS ENTERPRISE

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888

Freedom Lane Revised Line Items

Mobilization	\$3,500.00	
Traffic Control	\$3,500.00	
Clearing	\$7,500.00	Change from Original Scope
Grading Complete	\$15,500.00	\$4,300.00 Added for additional grading/ grassing
Install 4" Ballast Stone	\$4,000.00	Change from Original Scope
Install Rip-Rap	\$6,000.34	Change from Original Scope
Install RCP Pipe	\$0.00	-\$21,000.00
Install Pre-Cast Boxes	\$2,929.66	-12,570.34 (Cost for purchase of boxes)
18" R/Curb	\$7,000.00	
4" Sidewalk	\$4,100.00	
Paving	\$18,200.00	
<u>Asphalt Cost Increase</u>	<u>\$3,000.00</u>	Added to cover increased asphalt prices

REVISED TOTAL: \$75,230.00**CREDIT/DEDUCT -(\$8,770.00)****DEDUCTION CREDIT FROM ORIGINAL CONTRACT**

- If needed the deductive credit can be used for remove/replace unsuitable soils in area of new paving. The condition of this area is unknown at this time. If the soil is suitable no change would be needed.



Mike Shepard
Project Manager

A WOMAN OWNED BUSINESS ENTERPRISE

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888

Staff Report

Subject: Approval of Change Order #4 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: March 7, 2023

Item Description: Change Order #4 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan

Summary Recommendation: Staff recommends approval of Change Order #3 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan in the amount of \$40,000

Executive Summary/Background:

- In 2021, the County received a Coastal Incentive Grant for the Stormwater Master Plan.
- The scope of the grant and the contract awarded to Pond and Company to prepare the Masterplan in May 2022. This original agreement was based on modeling the 8 southern HUC 12 watersheds and a previous change order was approved to add the northern 7 HUC 12 watersheds that were not included in the original scope.
- Through the model development, Pond has identified 126 additional structures that were not associated with road crossing that intersected the public hydroline data. Collecting this data will make the County's stormwater inventory more complete and allow for a better assessment of infrastructure that may require improvements.
- Staff recommends approval of the Change order request in the amount of \$40,000 which will bring the overall contract price to \$315,554.48

Alternatives for Commission to Consider:

1. Approval of Change Order #4 for Task Order 22-006 with Pond & Company for the Stormwater Master Plan in the amount of \$40,000
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Project Manager, Finance

Funding Source: Fund #560-4910-560-54-3000

Attachments: Change Order 4 Request from Pond & Company



49 Park of Commerce Way, Suite 203 T: 912.228.3611
Savannah, Georgia 31405 www.pondco.com

February 23, 2022

Mr. Tim Callanan
County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, Georgia 31329

RE: Stormwater Master Plan | Task Order No. 22-005 – Change Order No. 4: Additional Field Data Collection and Conditions Assessment

Dear Mr. Callanan:

Pond respectfully requests your approval of Change Order No. 4 as it relates to the Stormwater Master Plan | Task Order No. 22-005. Through the model development in Task 2 Pond has identified an additional 126 structures that were not associated with road crossing that intersected the public hydroline data. Collecting this data will make the County's stormwater inventory more complete and allow for better assessment of infrastructure that may require improvements. Pond is requesting an additional \$40,000 to complete the additional data collection and the associated conditions assessment of the newly collected data. The breakdown is as follows:

Project: Stormwater Master Plan | Task Order No. 22-005

Contract Date: May 19, 2022

Change Order Effective Date: _____

Change Order Issued to: Pond & Company
49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

ITEM NO.	DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL
1	Additional Data Collection and Conditions Assessment	Hours	267	\$150	\$40,000.00
	TOTAL				\$40,000.00

The original Contract Sum was..... \$220,600.00

Net change by previously authorized Change Orders..... \$54,954.48

The Contract Sum prior to this Change Order was..... \$275,554.48

The Contract Sum will be increased by this Change Order \$40,000.00

The new Contract Sum including this Change Order will be \$315,554.48

The Contract Time will be increased by 0 days

The Time allowed for completion is therefore N/A

We thank you for your consideration of this Change Order and look forward to the opportunity to continue to partner with Effingham County on this and future projects.

Pond & Company



Chris Fagerstrom, PE
Associate Principal | Director of Water Resources
Project Manager



Melissa Phillips
Business Development Manager
Client Liaison

Please indicate your ACCEPTANCE below to approve the authorized changes to this Contract.

Owner

Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, Georgia 31329

Name: Wesley Corbitt, Chairman

Signature: _____

Date: _____

Attested by:

Name: Stephanie Johnson, County Clerk

Signature: _____

Date: _____

Consultant

Pond & Company
49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

Name: _____

Signature: _____

Date: _____

Staff Report

Subject: Residual funds at the Office of the Public Defender for the Ogeechee Judicial Circuit

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 3/7/23

Item Description: Consideration to allow the Office of the Public Defender for the Ogeechee Judicial Circuit to keep \$3,206.76 worth of funding from Effingham for FY 2021 and FY 2022.

Summary Recommendation:

Staff is recommending the Office of the Public Defender keeps the funding but use it to offset Effingham's portion of their FY 2024 budget request.

Executive Summary:

Each fiscal year, the Office of the Public Defender for the Ogeechee Judicial Circuit drafts their operating budget. Each county in the circuit is apportioned a piece of that annual budget that they are responsible for funding. After all discussions and any proposed changes, the budget is approved by each county in the circuit via an agreement.

For FY 2021 and FY 2022, the Office of the Public Defender had \$311.26 and \$2,895.50 in funding from Effingham that remained unspent. They have requested to keep the funding.

Background:

1. The County's share of the Public Defender budget in FY 2021 was \$219,132.
2. The County's share of the Public Defender budget in FY 2022 was \$260,288.

Alternatives for Commission to Consider:

1. Approve to allow the Office of the Public Defender to keep the funds but use them to offset Effingham's portion of their FY 2024 budget request.
2. Approve to request the Office of the Public Defender to send a refund check for the funds back to Effingham County.
3. Approve to allow the Office of the Public Defender to keep the funds and use at their discretion.
4. Provide Staff with Direction

Recommended Alternative:

1. Staff recommends Alternative number 1 – Approve to allow the Office of the Public Defender to keep the funds and use them to offset Effingham's portion of their FY 2024 budget request.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

Funds originally came from general fund

Attachments:

1. Excerpt of email chain from the Office of the Public Defender

Mark Barnes

From: Mark Barnes
Sent: Sunday, February 26, 2023 2:25 PM
To: Mark Barnes
Subject: RE: EXTERNAL:Re: FY21and FY22 REFUNDS

The below is an excerpt from an email chain:

On Thursday, February 9, 2023 at 11:46:27 AM EST, Renata Newbill-Jallow <rjallow@gapublicdefender.org> wrote:

Good morning:

On behalf of the Office of Public Defender, we are very grateful for the support you continue to provide to representing indigent clients. This is a request to allow us to keep the FY21 and FY22 refunds; \$974.06 and \$9,033.23 respectively. Below is the amount and breakdown according to the counties. Thank you for considering our request.

FY21: Total refund \$974.06

Bulloch - \$468.92
 Effingham \$311.26
 Jenkins - \$ 68.09
 Screven \$125.79

FY22- Total refund \$9,033.23

Bulloch \$4,239.25
 Effingham \$2,895.50
 Jenkins \$ 747.29
 Screven \$1,151.12

If you have any questions, please do not hesitate to contact me.

Sincerely,
 Renata M. Newbill-Jallow
 Circuit Public Defender
 Office of the Public Defender
 Ogeechee Judicial Circuit
 30 N Main Street
 Statesboro, Ga 30458
 912-764-6292 (phone)
 912-489-3223 (fax)
 912-259-0102 (cell)

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. ****

Staff Report

Subject: Approve to accept the grant award for the Judicial Council of Georgia AOC's American Rescue Plan Act grant funding in order to support Georgia's Judicial Branches backlog of court cases

Author: Jody A. Jones, Grants Coordinator, presented by Mark W. Barnes

Department: Finance Department

Meeting Date: 3/7/23

Item Description: Consideration of approval to accept grant award of the Judicial Council of Georgia AOC's office to support the backlog of court cases, in the amount of \$54,995.14

Summary Recommendation:

Staff recommends approval to accept the grant award from the Judicial Council of Georgia AOC's American Rescue Plan Act to support the backlog of court cases grant program.

Executive Summary:

Governor Brian P. Kemp has allocated up to \$110 million in federal American Rescue Plan Act (ARPA) funds to address backlogs of court cases, particularly cases involving serious violent felonies. This ARPA funding will provide an opportunity for courts, prosecutors, public defenders, and related agencies to hire additional staff and acquire temporary workspace and facilities to address the backlog of cases. Priority will be given to eliminating the backlog of serious violent felony cases in superior courts because of the impact such cases have on public safety and the significant burdens that they place on the judicial system. Allowable costs include jury expenditures for the trial of cases that are part of the case backlog caused by the COVID-19 pandemic.

The Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding ("ARPA Committee") will oversee the application process for \$96 million in ARPA grants to authorized trial courts (excluding municipal courts), appellate courts, prosecutors, and related agencies. The remaining \$14 million in ARPA funds is allocated to public defenders and will be administered by the Georgia Public Defender Council. The Judicial Council's Administrative Office of the Courts will staff the ARPA Committee and facilitate the Judicial Council's grant application, awarding, compliance, reporting, and reimbursement processes.

Background:

1. The Ogeechee Judicial Circuit and Bulloch County Board of Commissioners are the primary fiscal agents of this award, and are coordinating with counties within the circuit for these jury-related cost reimbursements.
2. The funds represent a reimbursement of jury duty fees as well as a reimbursement for certain personnel costs related to these jury trials.
3. The award amount is \$54,995.15.

Alternatives for Commission to Consider:

1. Approve to accept the grant award for the Judicial Council of Georgia AOC's American Rescue Plan Act grant funding in order to support Georgia's Judicial Branches backlog of court cases.
2. Do not approve to accept the grant award.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the grant award for the Judicial Council of Georgia AOC's American Rescue Plan Act grant funding in order to support Georgia's Judicial Branches backlog of court cases.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance

Funding Source:

Jury expenditures originally paid out of general fund.

Attachments:

Grant award check

Judicial Council of Georgia ARPA Overview



Bulloch County Board of Commissioners

115 North Main Street
Statesboro, GA 30458

Synovus Bank

Check
Date

Item XI. 12.

11/18/2022

208200

VOID 90 DAYS FROM DATE OF ISSUE

\$54,995.14

Fifty-four Thousand Nine Hundred Ninety-five Dollars and 14 Cents

Pay Effingham County BOC
To the 601 N Laurel Street
Order Of Springfield, GA 31329

Authorized Signature

MP

Authorized Signature

MP

⑈00208200⑈ ⑆061100606⑆ 1014068025⑈

Bulloch County Board of Commissioners		PAGE: 1 OF 1	CHECK NUMBER:	00208200
INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT	
11/14/2022	Judicial ARPA August	Bulloch Co BOC - August Judicial ARPA	\$54,995.14	
		GL#:23021500 - 511101	\$21,025.75	
		GL#:23021500 - 512200	\$1,635.55	
		GL#:23021500 - 523606	\$32,333.84	

JUDICIAL COUNCIL OF GEORGIA AMERICAN RESCUE PLAN ACT GRANT FUNDING OVERVIEW AND INSTRUCTIONS

Process Overview

1. Background

The U.S. Department of the Treasury (“Treasury”) has established a process for the dissemination of Coronavirus State and Local Fiscal Recovery Funds (“ARPA funds”), as provided by the federal [American Rescue Plan Act of 2021](#) (Public Law No: 117-2; hereinafter “ARPA”). ARPA appropriated \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 pandemic. Treasury has created a [website](#), a [Final Rule](#) (31 CFR Part 35), and [supporting guidance](#) detailing how ARPA funds may be used under federal laws and regulations.

The State of Georgia has been allocated \$4.8 billion in ARPA funds. Governor Brian P. Kemp (“Executive Branch”) has allocated up to \$110 million in ARPA funds to address backlogs of court cases (prioritizing cases involving serious violent felonies), which will be administered as follows:

- (a) The Judicial Council of Georgia (“Judicial Council”) and its Administrative Office of the Courts (“AOC”) will administer up to \$96 million in grants to authorized classes of court, prosecutors, and related agencies.
- (b) The remaining \$14 million in ARPA funds is allocated to the Georgia Public Defender Council (GPDC) for grants to public defenders and will be administered by the Governor’s Office of Planning and Budget (OPB). (Accordingly, the term “related agencies” used below does not include public defenders).

It is possible that additional ARPA funds may be allocated by the Executive Branch to the Judicial Council in the future for purposes other than addressing backlogs of court cases (prioritizing cases involving serious violent felonies). See section **6. Federally Eligible Uses Not Currently Authorized by the Executive Branch or the ARPA Committee** below for a list of ARPA expenditure categories permitted by federal law but not currently authorized by the Executive Branch or the ARPA Committee.

2. Authorized Courts and Judicial System Stakeholders

The Executive Branch has placed certain limitations on what entities are currently eligible for ARPA grant funds and what such funds may be used for. In accordance with these limitations, ARPA grant funds are currently available to all classes of trial court (except municipal courts), appellate courts, prosecutors, and related agencies for the limited purpose of addressing backlogs of court cases (prioritizing cases involving serious violent felonies). Municipal courts with substantial case backlogs are encouraged to pursue ARPA funds from the city that a municipal court serves. However, please e-mail ARPA@georgiacourts.gov if such pursuit is unsuccessful.

The ARPA funds received by the Judicial Council will be disseminated through the process described herein. Each judicial circuit must apply to the ARPA Committee for ARPA funds on behalf of all authorized classes of trial court (excluding municipal courts), prosecutors, and related agencies within the circuit. Appellate courts are also eligible for ARPA grant funds and may apply directly to the ARPA Committee. All proposed expenditures must demonstrate a nexus to responding to backlogs of court cases (prioritizing cases involving serious violent felonies, as

defined in OCGA § 17-10-6.1 (a)). Administrative expenses to support the response effort and manage ARPA grant funds are also permitted. 31 CFR § 35.6 (b) (3) (ii) (E) (3)-(4); see *(E) (6) ARPA-Eligible Administrative Expenses* below for limitations on administrative costs. On December 8, 2022, the ARPA Committee also approved audio-visual equipment modernization in existing permanent courtrooms as an ARPA-eligible expenditure, subject to certain conditions and restrictions. See section **15. Audio-Visual Equipment Modernization** below for details.

Note: Prosecutors responding to case backlogs may pursue ARPA funds via a judicial circuit's application. However, please e-mail ARPA@georgiacourts.gov if such pursuit is unsuccessful after asking to be included in an application in good faith with supporting data demonstrating an eligible need for ARPA funds.

3. Application Review and Approval

Chief Justice David E. Nahmias established the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding (“ARPA Committee”) on October 28, 2021, to review and approve applications for ARPA grant funds from all authorized classes of trial court (excluding municipal courts), appellate courts, prosecutors, and related agencies for the limited purpose of addressing backlogs of court cases, prioritizing cases involving serious violent felonies (the order creating the ARPA Committee is available under Quick Links at jcaoc.georgiacourts.gov/arpa). The Chief Justice may change the composition of the ARPA Committee throughout the performance period based on the needs of the Judicial Branch and any changes in funding priorities established by the Governor and OPB. The ARPA Committee is staffed by the [Judicial Council/Administrative Office of the Courts \(AOC\)](#). To reach AOC’s ARPA Grants Team (“ARPA Grants Team”), please e-mail ARPA@georgiacourts.gov.

4. Eligible Uses Under the American Rescue Plan Act of 2021

Under federal law, ARPA funds may be used for expenditures in one of the following four statutory categories:

- (a) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient;
- (c) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
- (d) To make necessary investments in water, sewer, or broadband infrastructure.

ARPA § 9901 (a) (codified at 42 USC § 802 (c) (1)). Insight into Treasury’s interpretation of these four statutory categories may be found in 31 CFR Part 35 (“[Final Rule](#)”) and Treasury’s [Compliance and Reporting Guidance](#). ARPA funds allocated to the Judicial Council fall under statutory category (a) “negative economic impacts” above because Treasury has identified “backlogs in court systems” as a negative economic impact of the COVID-19 pandemic. 87 Fed. Reg. 4,341; 4,388 (Jan. 27, 2022) (Eligible use “must ‘respond to’ the identified negative economic impact,” “e.g., backlogs in court systems”); Treasury’s Interim Final Rule [FAQ 2.19](#).

5. Eligible Expenditures and Limitations on Federally Eligible Uses

The Executive Branch and the ARPA Committee have placed certain limitations on: (1) which Judicial Branch entities are eligible for ARPA grant funds; and (2) what expenditures ARPA grant funds may be used for. Treasury has deemed steps to reduce court case backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional judges,

court staff, security staff, or attorneys to increase the speed of case resolution, as well as other expenses to expedite case resolution, as eligible uses of ARPA funds. 31 CFR § (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,388 (Jan. 27, 2022) (“e.g., backlogs in court systems”); Treasury’s Interim Final Rule [FAQ 2.19](#). However, per Executive Branch limitations and ARPA Committee policies, **only the following expenditures are eligible for Judicial Branch ARPA Funds:**

(a) *Personnel*. Payroll costs for personnel responding to court case backlogs with a primary focus on serious violent felonies; backfilling positions requiring less experience to reassign more experienced staff to expedite the disposition of serious violent felony cases; or personnel administering the ARPA grant. **As used in this expenditure category only, “primary focus on serious violent felonies” means more than 50 percent of total personnel costs awarded in each calendar year is dedicated to responding to serious violent felonies,** as defined in OCGA § 17-10-6.1 (a).

(b) *Court-based Eviction, Mental Health, or Substance Use Diversion*. Payroll costs for personnel performing court-based eviction, mental health, or substance use diversion services only if: (i) such services respond to case backlogs; and (ii) a subrecipient provides a numerical estimate to the AOC demonstrating that such services will conserve staff time and resources to respond to backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a).

(c) *Other Program Costs*. Reasonable and necessary costs to support a response to court case backlogs with a primary focus on cases involving serious violent felonies or to perform ARPA grant administration, as follows:

- (i) The purchase of necessary supplies and materials used by personnel funded by the ARPA grant;
- (ii) The purchase or rental of equipment used by personnel funded by the ARPA grant, including any reasonable and required license, basic operating software, or service needed to use such equipment;
- (iii) Travel costs of personnel and contractors funded by the ARPA grant traveling between counties in multi-county judicial circuits that are necessary to address the backlog in court cases with a primary focus on cases involving serious violent felonies;
- (iv) Rental of temporary space for personnel funded by the ARPA grant;
- (v) Printing, publication, media, or postage costs;
- (vi) Jury expenditures for the trial of cases that are part of the case backlog caused by the COVID-19 pandemic;
- (vii) Jury sequestration costs if necessary for jurors in serious violent felony cases;
- (viii) Continuing legal education and professional dues for prosecutors funded by the ARPA grant, as required by the State Bar of Georgia to maintain a law license;
- (ix) Mandatory continuing judicial education for judges funded by the ARPA grant, as required by the Institute of Continuing Judicial Education and uniform court rules;
- (x) Contracts for professional services or per diem to respond to court case backlogs, including services provided by interpreters, senior judges, state paid county reimbursed (SPCR) prosecutors, and court reporters; or to perform grant administration;
- (xi) Mandatory training for victim assistance coordinators and victims’ advocates funded by the ARPA grant, as required by law and the Prosecuting Attorneys’ Council;
- (xii) Mandatory training for district attorney investigators funded by the ARPA grant, as required by law and the Peace Officer Standards and Training Council;
- (xiii) Audio-visual equipment modernization in existing courtrooms, as provided in the [Audio-Visual Equipment Modernization Policy](#); and

(xiv) Other program costs necessary to address a court backlog caused or exacerbated by the COVID-19 pandemic with a primary focus on cases involving serious violent felonies may be approved by OPB at its sole discretion following a written request for approval by AOC prior to AOC's approval of said costs.

NOTES ON EXECUTIVE BRANCH LIMITATIONS

New or existing staff may be used to respond to case backlogs, with priority given to serious violent felony cases (as defined in OCGA § 17-10-6.1 (a)). However, only payroll for time spent actually responding to case backlogs may be reimbursed with ARPA grant funds. This includes payroll of new personnel hired to backfill existing personnel responding to case backlogs (prioritizing cases involving serious violent felonies). Therefore, time spent responding to case backlogs must be tracked and documented for reimbursement and auditing purposes.

*The following clarifications have been provided by OPB regarding reimbursement for **ARPA grant administration payroll expenditures only**:*

- ***Current hourly** employees performing ARPA grant administration duties may be paid from ARPA funds for time spent (including overtime) if the time is documented with timesheets.*
- ***Current salaried** employees performing ARPA grant administration duties may not be paid extra from ARPA funds for added duties, but an **employer** may be reimbursed from ARPA funds for time spent by those employees performing ARPA grant administration duties if the time is documented with timesheets. To be clear, current employees performing ARPA grant administration duties may not be given a supplement or a raise to be paid from ARPA funds.*
- ***New part-time** employees (hourly or salaried) may be paid from ARPA funds for time spent working on grant administration duties if the time is documented with timesheets.*
- ***New full-time** employees (hourly or salaried) may be paid from ARPA funds for time spent working on grant administration duties if the time is documented on a timesheet, labor report, and a Personnel Action or Periodic Certification Form upon hire and a chart of accounts for ARPA funding is provided. See ARPA Fiscal Team for details.*

Per 87 Fed. Reg. 4,387 (Jan. 27, 2022), ARPA grant “recipients may use funds for direct and indirect administrative costs for administering the [ARPA grant] program and projects funded by the [ARPA grant] program.” ARPA funds may also be used for “[c]osts associated with addressing administrative needs of recipient governments that were caused or exacerbated by the pandemic.” 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,388 (Jan. 27, 2022) (“e.g., backlogs in court systems”).

*Judicial Branch ARPA funds are authorized for supplies, furniture (valued at under \$5,000), and equipment (valued at under \$5,000; e.g., monitors, computers, software licenses, phones, and printers) that are **necessary** for personnel to respond to the case backlogs or to perform ARPA grant administration. If valued at under \$5,000, such expenses are generally classified as eligible non-capital expenditures and must be listed in (E) (6) ARPA-Eligible Administrative Expenses and in the Administrative/Indirect Costs section of the ARPA Budget Form. Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure. Special rules apply to audio-visual equipment, as explained in section **15. Audio-Visual Equipment Modernization**.*

6. Federally Eligible Uses Not Currently Authorized by the Executive Branch or the ARPA Committee

Consistent with Executive Branch limitations on the ARPA funds allocated to the Judicial Council and ARPA Committee policies, the following are eligible uses of ARPA funds under federal law and regulations but not currently authorized uses for Judicial Branch grant awards (but may become authorized uses in future grant cycles):

- Professional dues, continuing education, and training for staff (unless expressly authorized above in section **5. Eligible Expenditures and Limitations on Federally Eligible Uses**) (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,438 (Jan. 27, 2022) (Uniform Guidance (2 CFR 200 Subpart E) applies to ARPA funds); 2 CFR § 200.473 (“The cost of training and education provided for employee development is allowable”).
- Case management systems and software (EC 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022) (“improvements to case management systems . . . are eligible”).
- ARPA grants to municipal courts (pursue ARPA funds from cities before contacting the ARPA Committee), public defenders, or conflict attorneys (see funds allocated to [GPDC](#)).
- COVID-19 testing (EC 1.2; 31 CFR § 35.6 (b) (3) (i) (A)). Contact the [Georgia Emergency Management and Homeland Security Agency](#) (GEMA) for COVID-19 testing assistance.
- The purchase of personal protective equipment (e.g., gloves, masks, and hand sanitizer) (EC 1.5; 31 CFR § 35.6 (b) (3) (i) (A)). Contact [GEMA](#) for personal protective equipment.
- Expenditures to prevent COVID-19 in congregate settings (e.g., plexiglass, cleaning supplies or services) (EC 1.4; 31 CFR § 35.6 (b) (3) (i) (A)). Contact [GEMA](#) for assistance with supplies to prevent COVID-19 in congregate settings.
- Payroll supplements, stipends, bonuses, “premium pay,” or any other payroll payments to staff that do not correspond to actual documented payroll time spent responding to case backlogs or performing ARPA grant administration **are not authorized**. “Premium pay” is defined in 31 CFR §§ 35.3, 35.6 (c); (EC 4.1).
- Long-term infrastructure (i.e., capital) investments in public facilities, such as physical plant improvements, permanent adaptations to existing public buildings, or constructing new facilities to respond to the pandemic or its negative economic impacts (ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (i) (A), (b) (3) (ii), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022). *Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure.* See section **15. Audio-Visual Equipment Modernization** below for an exception for audio-visual equipment modernization in existing permanent courtrooms.
- Adding or upgrading a court’s broadband connection, including modernization of cybersecurity for existing or new broadband infrastructure (EC 5.19; 31 CFR § 35.6 (e) (2) (i)-(ii)).
- Offsets to a reduction in government revenue due to the pandemic, which may be used to maintain existing infrastructure, build new infrastructure, or provide any government service, excluding contributions to a rainy-day fund (EC 6.1; 31 CFR § 35.6 (d); 87 Fed. Reg. 4,422-4,430 (Jan. 27, 2022)).
- General modernization of cybersecurity not related to broadband upgrades, including hardware, software, and protection of critical infrastructure (falls under the category of government revenue offsets) (EC 6.1; 31 CFR § 35.6 (d)). See 31 CFR § 35.6 (e) (2) (ii).

7. Application Period

Applications for ARPA grant funds will be accepted from April 1, 2023, to April 15, 2023. The ARPA Committee will schedule additional application periods throughout the performance period, which will be posted at jcaoc.georgiacourts.gov/arpa. E-mail the ARPA Grants Team at ARPA@georgiacourts.gov if you want to subscribe to updates from the ARPA Committee and be notified of future application periods.

8. Performance Period

The overall performance period for the ARPA funds provided to the Judicial Council by the Executive Branch is January 1, 2022, to December 31, 2024. This means that the ARPA Committee may award and disseminate ARPA funds allocated to the Judicial Council until December 31, 2024. Expenses for activities that occurred prior to a grant award date are not eligible for reimbursement. Any funds allocated to the Judicial Council that are not expended for eligible uses by December 31, 2024, will be forfeited to the Executive Branch. 31 CFR § 35.5.

9. Application Procedures

ARPA grant applications will be accepted from judicial circuits on behalf of all authorized classes of trial court (excluding municipal courts), prosecutors, and related agencies during the application period stated in section 7. **Application Period** above. Appellate courts are also eligible for ARPA grant funds and may apply directly during the same application period. Applications will first be reviewed by the ARPA Grants Team for completeness and compliance. The ARPA Grants Team will then forward completed applications to the ARPA Committee for review. Incomplete applications or applications with compliance or other issues will be returned to the applicant by the ARPA Grants Team with a list of items that should be addressed prior to it being reviewed by the ARPA Committee. **The ARPA Grants Team will automatically reject any application from a court or entity that is not a judicial circuit or appellate court.** See section 2. **Authorized Courts and Judicial System Stakeholders** above for details.

Promptly notify the ARPA Grants Team at ARPA@georgiacourts.gov if you need to revise or withdraw a submitted (but not approved) application. If an award recipient needs to amend an award mid-calendar year, an amended **ARPA Grant Application** (available under Quick Links at jcaoc.georgiacourts.gov/arpa) may be submitted to the ARPA Committee during an authorized application period using the regular application process. *Note: Such applicants must check the box “Amend CY 2023 Award as described below” under “Type of Application” on the first page of the ARPA Grant Application to indicate that the applicant seeks to amend a current award. See section 14. Award Amendments and Administrative Budget Revisions below for important details and rules regarding modifications to current awards.*

10. Waiting to Apply Not a Negative Factor

Potential applicants should note that the ARPA Committee recognizes that some judicial system entities and stakeholders may choose to wait to apply for ARPA funds until a future application period. The ARPA Committee will distribute ARPA funds over the full course of the performance period with the goal of expending all ARPA funds awarded to the Judicial Council by December 31, 2024 (assuming a sufficient number of awards are approved and reimbursed to exhaust such funds). The ARPA Committee will accept applications for grant funds during multiple application periods throughout the performance period and the choice not to apply in a given grant cycle will not be counted against any applicant in a subsequent grant cycle.

11. Grant Awards

ARPA funds allocated to the Judicial Council will be awarded by the ARPA Committee to grant recipients after review and approval of an **ARPA Grant Application**, which is available under Quick Links at jcaoc.georgiacourts.gov/arpa and explained below. Notification of awards will be communicated to grant recipients by the ARPA Grants Team on behalf of the ARPA Committee from the e-mail address: ARPA@georgiacourts.gov. The ARPA Committee will generally award funds for the duration of one calendar year. Awardees will need to re-apply each calendar year to continue ARPA funding.

12. Reporting and Reimbursement

ARPA grant recipients will be reimbursed upon submission of monthly requests as eligible costs are incurred, reported, and approved for payment by the AOC and OPB. No advances or retroactive payments are currently authorized by the Executive Branch. The AOC (on behalf of the ARPA Committee) and ARPA funding recipients are required to report to OPB on the use of ARPA funds allocated to the Judicial Council. Accordingly, recipients must submit expenditure reports and supporting documentation to the ARPA Grants Team to initiate reimbursement for eligible expenditures. The AOC will submit the required reports and documentation to OPB on behalf of grant recipients. The ARPA Grants Team will provide ARPA grant recipients with instructions, deadlines, and templates to facilitate the reporting of eligible expenditures and initiate the reimbursement process.

13. Process for reimbursing senior judges with ARPA funds for time worked responding to case backlogs (prioritizing cases involving serious violent felonies) if paid by the Council of Superior Court Judges

The process for reimbursing senior judges with ARPA funds for time worked responding to case backlogs, with priority given to cases involving serious violent felonies, if paid by the Council of Superior Court Judges is as follows:

- A chief judge will request one or more senior judges to respond to case backlogs (with priority given to cases involving serious violent felonies) via their district court administrator (DCA) per the usual process for requesting senior judge assistance. However, such requests must clearly identify proposed ARPA eligible hours (only time spent responding to case backlogs, with priority given to cases involving serious violent felonies, is eligible for ARPA funds).
- Senior judges will submit timesheets to the applicable DCA monthly for approval after performing work responding to case backlogs. Each timesheet must clearly identify ARPA eligible hours (only time spent responding to case backlogs, with priority given to cases involving serious violent felonies, is eligible for ARPA funds).
- Each DCA will submit the approved senior judge timesheets to the Department of Audits and Accounts (DOAA) and the Council of Superior Court Judges per the usual process, but each timesheet must clearly distinguish ARPA eligible hours from State-funded hours.
- The Council of Superior Court Judges will process each senior judge's pay (using State and/or ARPA funds, as available) based on the hours submitted.
- Each DCA will submit a monthly request for reimbursement (invoice) to the AOC, which must include: (1) timesheets and case assignment forms (with senior judge's name) indicating ARPA eligible hours; and (2) a spreadsheet with the following fields:

Circuit Name	Grant Award Amount for Senior Judges	Year-To-Date Expenses	Current Month Reimbursement Request	Remaining Balance

- The AOC will match each DCA's invoice to the approved ARPA budget for each circuit.
- The AOC will request reimbursement from OPB by circuit for senior judge payroll to respond to the case backlogs (with priority given to cases involving serious violent felonies).
- When the AOC receives the reimbursement from OPB, the AOC will reimburse the Council of Superior Court Judges, in one lump sum, with ARPA funds for the senior judge payroll responding to case backlogs (with priority given to cases involving serious violent felonies).

Please e-mail the ARPA Grants Team at ARPA@georgiacourts.gov if you have questions about the reimbursement process.

14. Award Amendments and Administrative Budget Revisions

On November 2, 2022, the ARPA Committee approved the following revised policy regarding award amendments and administrative budget revisions:

Requests to Amend a Current Award

(a) An awardee must submit an *ARPA Grant Application* (via ARPA@georgiacourts.gov and subject to review by the ARPA Committee) to request an *amendment to a current award* for all the following requests:

- (1) Except as provided in (b) (2), moving funds from the "Personnel Services" category to the "Administrative/Indirect Cost" category on an approved Budget Form;
- (2) Except as provided in (b) (2), moving funds from the "Administrative/Indirect Cost" category to the "Personnel Services" category on an approved Budget Form;
- (3) Any request to add a new budget line item not currently listed on an approved Budget Form;
- (4) Any request that would result in a net increase of the Total Overall Budget on an approved Budget Form; or
- (5) The second or more Budget Revision Request in a calendar year from the same awardee.

Budget Revision Requests

(b) An awardee may submit a *Budget Revision Request* in writing to the ARPA Team (via ARPA@georgiacourts.gov) for *administrative approval* by the ARPA Team as follows:

- (1) A Budget Revision Request may be used to request moving up to ten percent of the total approved funds within a Budget Category (i.e., within "Personnel Services" or within "Administrative/Indirect Cost") from one or more approved budget line items (e.g.,

bailiffs) to one or more other approved budget line items (e.g., district attorneys) within the same Budget Category.

(2) If an approved position maintains the same function, a Budget Revision Request may be used to request that a public sector employee position be transitioned into a contractor position; or to request that a contractor position be transitioned into a public sector employee position.

(3) A maximum of one Budget Revision Request is permitted each calendar year per awardee.

(4) Budget Revision Requests may be submitted only during the months of July-October.

(5) Any Budget Revision Request that includes significant changes to an approved Budget Form, in the judgment of the ARPA Team, may be referred to the ARPA Committee for review.

(6) The ARPA Team is not required to approve any Budget Revision Request and reserves the option to refer any Budget Revision Request to the ARPA Committee for review.

15. Audio-Visual Equipment Modernization

Treasury has authorized capital expenditures in technology infrastructure to reduce government backlogs caused or exacerbated by the COVID-19 pandemic, including backlogs in court systems, as an ARPA-eligible expenditure. 31 CFR § 35.6 (b) (3) (ii) (E) (4), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022); Treasury Compliance and Reporting Guidance, p. 28 (September 20, 2022).

On December 8, 2022, the ARPA Committee approved audio-visual equipment modernization in existing courtrooms as an eligible expenditure, subject to the following rules and procedures:

(a) Definitions:

(1) “Audio-visual equipment modernization” means the purchase and installation of fixed and movable equipment necessary to address audio-visual controls, video presentation, audio, video streaming, and video conferencing, including any of the following:

- (i) Control panels to control an audio-visual system, commonly installed at a judge’s bench and/or clerk’s desk;
- (ii) Displays for evidence presentation, control monitoring, and public access in a designated viewing area;
- (iii) Speakers mounted on desks, ceilings, walls, or other locations;
- (iv) Fixed and wireless microphones;
- (v) Fixed video cameras;
- (vi) An evidence presentation cart or station with document cameras and technology inputs;
- (vii) A court reporter interface to connect to courtroom audio and/or video;
- (viii) Assistive listening and assistive display devices;
- (ix) Related peripheral items, such as hardware mounts, power supplies, and networking hardware;
- (x) Design, engineering, and installation;
- (xi) Troubleshooting services for a fixed period after installation; and
- (xii) Other audio-visual equipment modernization costs approved by OPB and the Committee.

(2) “Existing courtroom” means a room that is:

- (i) Fully constructed and in use prior to the date of the award;

- (ii) Permanently dedicated to the primary purpose of conducting court proceedings; and
 - (iii) Not a room or facility only temporarily used to conduct court proceedings.
- (b) Audio-visual equipment modernization in **an existing courtroom** is an ARPA-eligible expenditure, on the condition that all the following documentation is submitted to the Committee for approval:
- (1) An ARPA Grant Application, as provided at <https://jcaoc.georgiacourts.gov/arpa/>;
 - (2) A detailed justification letter stating that audio-visual equipment modernization expenditures are a necessary component of a response to court case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies;
 - (3) A detailed summary of the project, including a complete project timeline;
 - (4) A detailed proposal from a vendor, including an estimate of the cost of the project and all equipment to be installed; and
 - (5) A revised Budget Form adding “Audio-visual equipment modernization” and the amount requested for such expenditures under the “ARPA-Eligible Administrative Expenses” category.
- (c) Requests for proposals from vendors for audio-visual equipment modernization shall be subject to local competitive bidding requirements and procedures regarding the purchase of equipment, supplies, services, or other items with public funds.
- (d) Per federal regulations and OPB requirements, audio-visual equipment modernization costs must be necessary, reasonable, and proportional to the objectively demonstrated need to respond to case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. To determine the reasonableness of audio-visual modernization costs, consideration must be given to market prices for comparable goods or services for the geographic area where the courtroom is located, as provided in 2 CFR § 200.404 (c).
- (e) The following expenditures remain prohibited:
- (1) Permanent adaptations to existing facilities unrelated to audio-visual equipment modernization; and
 - (2) Construction of a new courtroom or new court facility, including the cost of audio-visual equipment for a new courtroom or new facility.
- (f) ARPA grant recipients will be reimbursed for audio-visual equipment modernization costs as eligible expenditures are incurred and reported with adequate documentation to AOC. **No advances or retroactive payments are authorized.**
- (g) Applicants may be reimbursed for costs incurred on an audio-visual equipment modernization project that is currently in progress if the entire audio-visual equipment modernization project is approved by the Committee, as provided in (b), subject to the following:
- (1) Reimbursement for an in-progress audio-visual equipment modernization project shall be limited to costs incurred on or after the date of award; and
 - (2) Audio-visual equipment modernization costs incurred prior to the date of award shall not be reimbursed.
- (h) ARPA funds **are subject to recoupment** if used for impermissible purposes, as provided in 31 CFR § 35.10.

(Application Instructions start on the next page)

Staff Report

Subject: Resolution to rescind previous 'rainy day fund' resolutions
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/7/23
Item Description: Consideration to resolve to rescind previous 'rainy day fund' resolutions and instead designate such funds via Board-approved financial policies

Summary Recommendation:

Staff recommends approving the resolution to rescind previous 'rainy day fund' resolutions and instead designate such funds via Board-approved financial policies.

Executive Summary

In the 5/3/22 public meeting, staff discussed how the current 'rainy day fund' resolutions cause \$6,000,000 worth of general fund balance to appear on the balance sheet as 'committed' funds, since these reserves were created by a formal Board resolution. Even though these funds are at the Board's disposal, the 'committed' designation may make other parties believe that these funds are restricted in ways that they actually are not. In order to have these funds be reflected in the 'unassigned' section of fund balance, which is a more appropriate classification, operating reserves must be designated via financial policy rather than formal resolution.

Therefore, staff is requesting this resolution be adopted and if it is adopted, staff will also request an amendment to the financial policies that creates a reserve in the general fund equal to 25% of its annual expenses per the Board-adopted budget.

Background:

1. The rainy day fund resolution was increased to \$4,200,000 in 2007.
2. The rainy day fund resolution was increased to \$6,000,000 in 2019.

Alternatives for Commission to Consider:

1. Approve the proposed resolution.
2. Do not approve the proposed resolution.
3. Provide staff with direction

Recommended Alternative:

1. Staff recommends Alternative number 1 – Approve the proposed resolution.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

No funding required

Attachments:

Resolution to rescind previous 'rainy day fund' resolutions

**STATE OF GEORGIA
COUNTY OF EFFINGHAM**

**RESOLUTION TO RESCIND PREVIOUS 'RAINY DAY FUND' RESOLUTIONS AND
TO INSTEAD DETERMINE OPERATING RESERVES VIA BOARD-APPROVED
FINANCIAL POLICIES**

WHEREAS, On April 3, 2007 the Board approved a resolution increasing the 'rainy day fund' (also called the 'designated operations fund', also called the 'economic stabilization fund', also called 'operating reserves') from \$750,000 to \$4,200,000 and

WHEREAS, on February 5, 2019 the Board approved increasing the 'rainy day fund' from \$4,200,000 to \$6,000,000 and

WHEREAS, on May 3, 2022 there was public discussion on the possibility of building these operating reserves into Board-approved financial policies,

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that all previous 'rainy day fund' resolutions are henceforth rescinded, and the financial level of 'rainy day funds' or 'operating reserves' for the general fund will be determined by Board-approved financial policies.

Adopted by the Effingham County Board of Commissioners this ____ day of March, 2023

Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Attest:

Stephanie Johnson, County Clerk

Staff Report

Subject: Addendum No. 15 to the Effingham County Financial Policies, 'rainy day fund'

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 3/7/23

Item Description: Consideration to approve Addendum No. 15 to the Effingham County Financial Policies, regarding 'rainy day funds'

Summary Recommendation:

Staff recommends approving Addendum No. 15 to the Effingham County Financial Policies, creating a 'rainy day fund' in the general fund worth 25% of annual budgeted operating expenses.

Executive Summary

In the 5/3/22 public meeting, staff discussed how the current 'rainy day fund' resolutions cause \$6,000,000 worth of general fund balance to appear on the balance sheet as 'committed' funds, since these reserves were created by a formal Board resolution. Even though these funds are at the Board's disposal, the 'committed' designation may make other parties believe that these funds are restricted in ways that they actually are not. In order to have these funds be reflected in the 'unassigned' section of fund balance, which is a more appropriate classification, operating reserves must be designated via financial policy rather than formal resolution.

Therefore, staff requested a resolution to rescind the 'rainy day fund' resolutions, and this addendum to the financial policies will create a 'rainy day fund' via the financial policies. The 'rainy day fund', or operating reserves, must be 25% of the annual budgeted operating expenses.

Background:

1. The rainy day fund resolution was increased to \$4,200,000 in 2007.
2. The rainy day fund resolution was increased to \$6,000,000 in 2019.
3. Based on the FY 2023 adopted budget, with this addendum in place the 'rainy day fund' must be at least \$11,360,576.

Alternatives for Commission to Consider:

1. Approve the proposed addendum to the financial policies.
2. Do not approve the proposed addendum to the financial policies.

3. Provide staff with direction

Recommended Alternative:

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

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

No funding required

Attachments:

Addendum No. 15 to the Effingham County Financial Policies

Financial Policy Addendum No. 15**f. Fund Balance Reserve Levels:**

1. Fund Balance Reserves: It is the County's policy to maintain a fund balance reserve of 25% of annual budgeted expenditures and other uses for the purpose of budgetary stabilization. Fund balance that is reserved for stabilization can be used under the following circumstances after approval by the Board of County Commissioners:

- a. An unanticipated decline in consolidated and property tax revenues that is sustained for at least 6 month or has declined from budget by 5.0 % or greater.
- b. To cover unanticipated expenditures caused by declared emergency or natural disaster.
- c. Other purposes as determined and approved by the Board.

2. In the event fund balance reserves are required to be used under the above circumstances, the Finance Director shall make a recommendation to the Board of Commissioners that includes the following: The reasons for the use of fund balance, the amount required for stabilization, the long-term financial plan to stabilize the economic condition that has occurred, and a plan explaining the steps that will be taken to replenish fund balance to the minimum target level (in no event should the time frame for replenishment exceed three fiscal years).

Staff Report

Subject: City of Springfield Annexation Agreement - Map# 388 Parcel# 3
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: March 7, 2023
Item Description: Consideration to approve a request for annexation as submitted by the City of Springfield for a property located at 1297 GA Highway 119 North Map# 388 Parcel# 3

Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, there are properties across the street from the parcel in question, but is not contiguous.

Executive Summary:

As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

A public hearing of the City of Springfield's Planning & Zoning Board and the Mayor and City Council will take place March 28, 2023 at 6:00 pm to consider this petition.

Background:

Annexation documentation was received via certified mail from the City of Springfield. This parcel identified as Map# 388 Parcel# 3 consisting of 4.90 acres (*owned by Stephanie A. Weitman*) is located at 1297 GA Highway 119 North. This property lies within the Springfield's water and sewer service area.

Alternatives for Commission to Consider:

1. Approve the Petition Requesting Annexation as presented by the City of Springfield.
2. Do not approve the Petition Requesting Annexation.

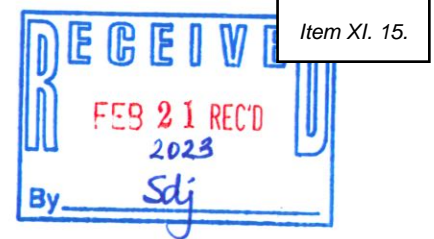
Recommended Alternative: Staff leaves the decision to the Board's discretion.

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

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

Attachments:

1. Petition for Annexation
2. Aerial Map (*related parcels and depicting city boundary*)



Tim Callanan
County Administrator, Effingham County
804 S. Laurel Street
Springfield, GA 31329

2/17/2023

Reference: Notice of Annexation Petition regarding parcel 388-3

Dear Mr. Callanan

In accordance with O.C.G.A. §§ 36-36-6 and 36-36-111, please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City by Article 2 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, will vote whether or not to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council on April 11, 2023.

The properties being considered for annexation are parcel number 388-3, located on Highway 119 N, consisting of approximately 4.9 acres. A plat and legal description of this property are enclosed, along with a copy of the annexation petition and a map showing the location of the area to be annexed.

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 Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter. If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City of Springfield within 45 calendar days of the receipt of this notice.

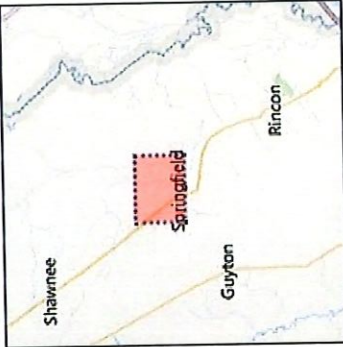
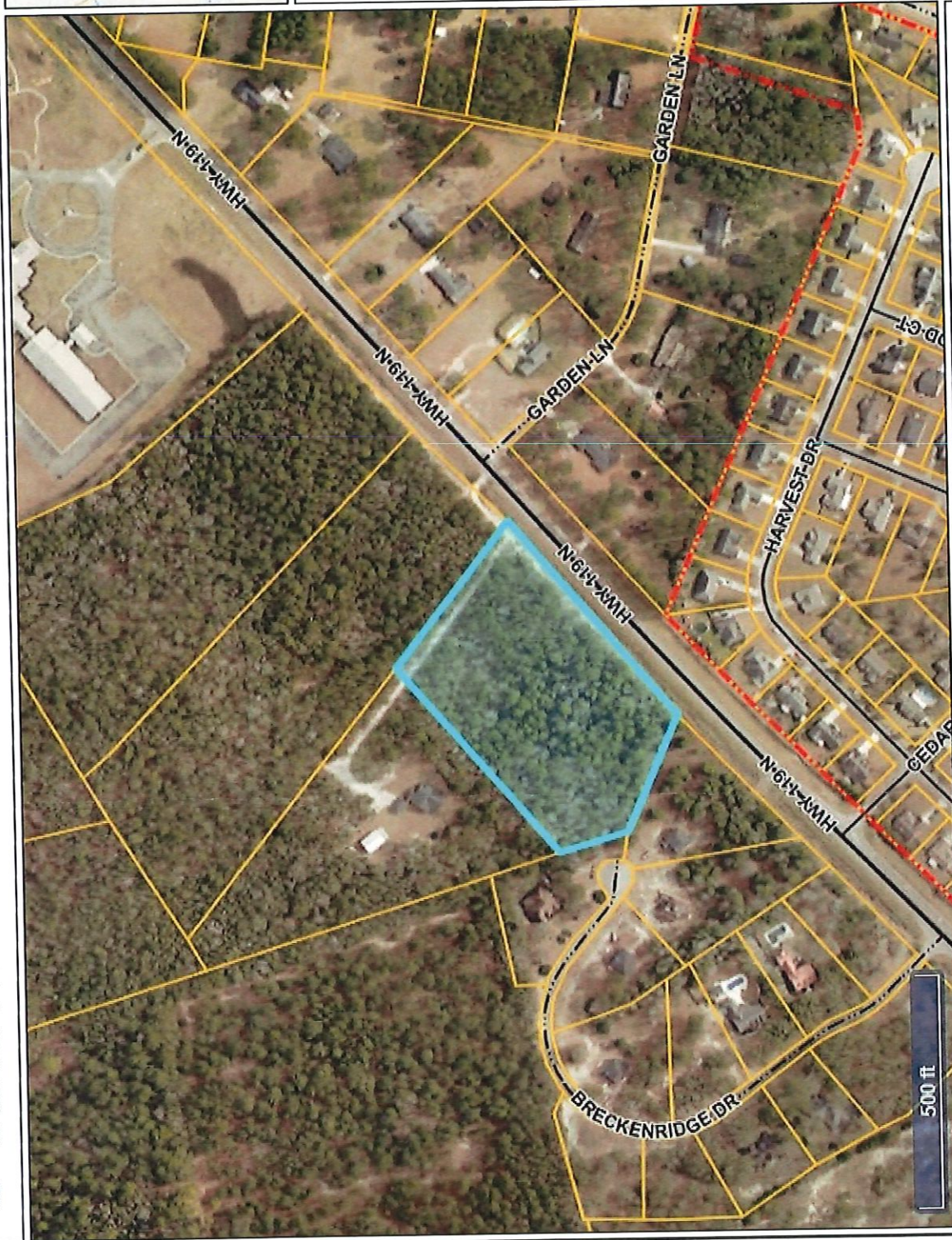
The following public hearings will be held regarding the rezoning of the property being considered for annexation from Effingham County Zoning Classification AR-2 to Springfield Zoning Classification R-1:

**Public Hearing of the Planning & Zoning Board and The Mayor and City Council:
March 28th, 2023 at 6:00pm**

Sincerely,

Erin Phillips
Community Development Director

Parcel 388-03



- Legend**
- Road Names**
- Roads**
- City Roads
 - Private Roads
 - County Roads
 - State Roads
 - Federal Roads
 - Unknown Roads
 - Proposed Roads
- Railroads**
- Parcels**
- Effingham County Boundary**
- City Boundary**

This map is a user generated static output from rightspot.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Note:
4.9 acre portion or original 9.9 acre parcel

17 Feb, 2023



City of Springfield

Community Development Department

130 S. Laurel Street
PO Box 1
Springfield, GA 31329
(912) 754-7617

Application for Annexation

Tax Map Number: 388-03 Date: 2-12-2023
 Address of subject property: 1297 Ga Hwy 119N
 Owner of Property: Stephanie A Weitman
 Owner's Address: 604 N Maple Street, Springfield, GA 31329
 Telephone Number: 912-657-0748
 Housing Units: 0 Other Buildings: 0
 Total Acreage 4.90

Please Include the Following:

- A. Sketch Site Plan - Show location of existing buildings and other improvements, if applicable.
- B. Property Description - A legal description and plat.
- C. Copy of Property Deed
- D. Current Zoning Certification letter
- E. Fee - No fees required.
- F. Petition Requesting Annexation - Owner(s) must complete Page 2.
- G. Authorization by Property Owner - Owner(s) must complete Page 3.

Stephanie A Weitman
Applicant Signature

Petition Requesting AnnexationDATE 2-22-10-2023TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SPRINGFIELD,
GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Springfield, Georgia, and extend the City boundaries to include the same.

2. The description of such territory area is as follows:

Address/Location of Property: 1297 Ga Hwy 119 NCurrent Tax Map Number: 388-03

See description attached.

3. Is the territory described herein contiguous,
or across the road from the City's current boundaries?
(if yes, see page 4)

☒ Yes ☐ No

4. It is requested that this territory to be annexed shall be zoned:

☒ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ B-1 ☐ I-1 ☐ PUD ☐ DT ☐ RO ☐ AR-1

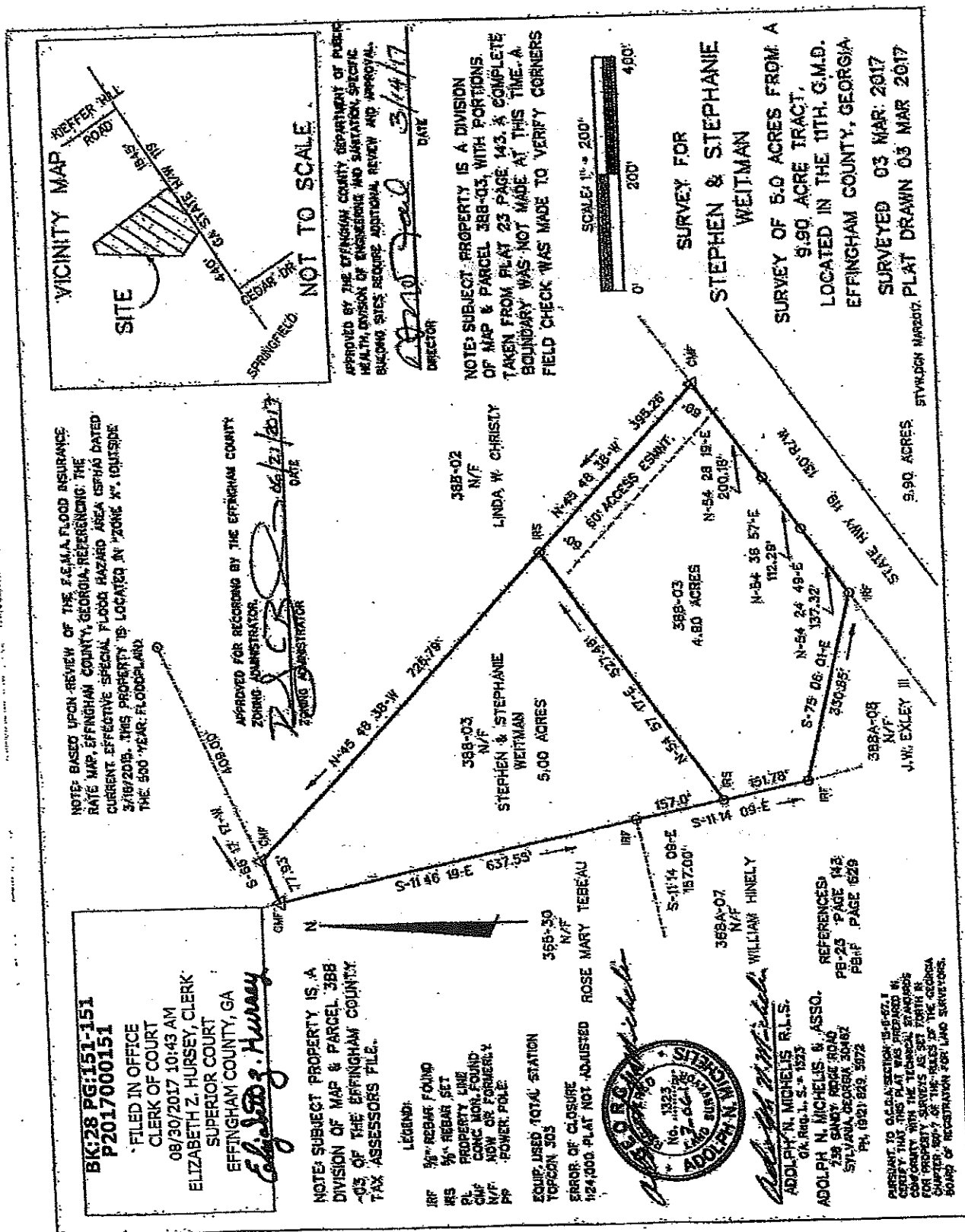
for the following reasons:

To build a main house and a guest/party house

WHEREFORE, the Petitioners pray that the City Council of the City of Springfield, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Springfield, Georgia.

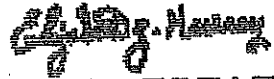
Respectfully Submitted,

Stephanie A Weitman
Stephanie A Weitman
Printed Name and Signature of Owner(s)



DOC# 003745
FILED IN OFFICE
5/4/2016 12:09
BK:2344 PG:729
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR
COURT
EFFINGHAM COUNTY

Item XI. 15.


REAL ESTATE TRANSFER T
AX
PAID: \$75.00
PT-61 051-2016-001044

Prepared by:
GALLOWAY & GALLOWAY, P.C.
842 West Highway 80 - Post Office Box 674
Pooler, Georgia 31322
RWG File: 16042-R

STATE OF GEORGIA
COUNTY OF EFFINGHAM

WARRANTY DEED

This Indenture is made on April 29th, 2016, between **Janie A. Belcher and Margie A. Sullivan**, as Parties of the First Part, hereinafter called Grantors; and **Stephen E. Weitman and Stephanie A. Weitman**, as Parties of the Second Part, hereinafter called Grantees, (the words Grantors and Grantees to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantors, for and in consideration of the sum of Ten and no/100ths Dollars, and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantees, the following described property, to-wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in the 11th GMD, Effingham County, Georgia and being known and designated as Parcel 1, containing 9.90 acres, more or less, as shown on that certain map or plat made by Warren E. Poythress, GRSL No. 1953, dated February 24, 1989 and recorded in Plat Book 23, Page 143 in the Office of the Clerk of Superior Court of Effingham County, Georgia. Express reference is given to said map or plat for better determining the metes, bounds and dimensions of the property herein described and by said express reference is incorporated herein and made a part hereof for all purposes. This conveyance is subject, however, to all zoning ordinances, easements, restrictive covenants and rights of way of record affecting said described property.

This property is more fully known by the current system of numbering as being PIN #388/003.

To Have and To Hold the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantees forever in Fee Simple.

The Grantors expressly covenant that said Grantors are seized of said property in good fee simple title and that Grantors have the full right, power and authority to convey the same; that the said property and the Grantors thereof are free and clear of any liens, claims or encumbrances whatever whereby the title to said described property may in anywise be charged, changed, impaired or defeated and the Grantors will forever Warrant and Defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Witness

Janie A. Belcher

Notary Public,

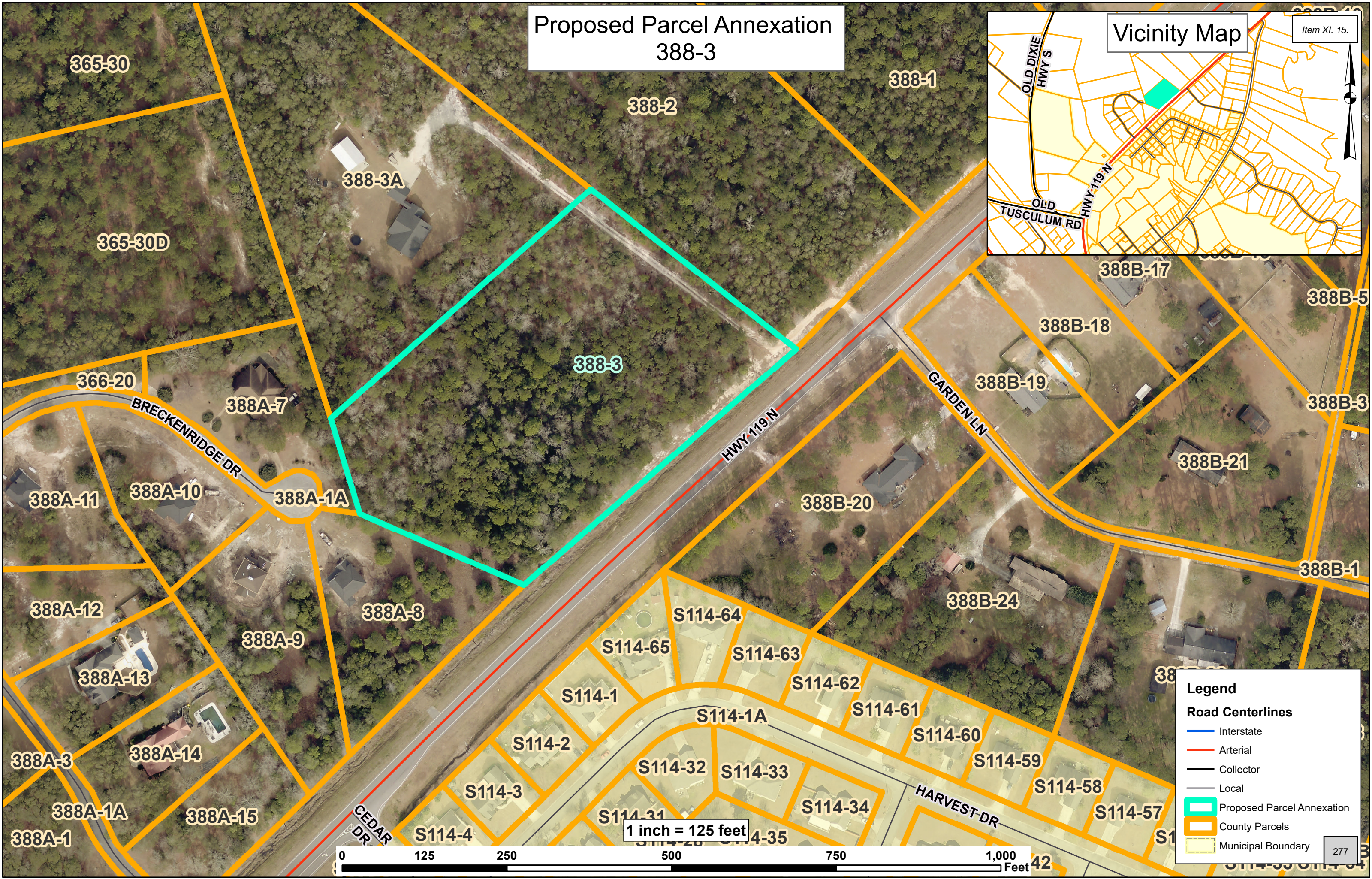
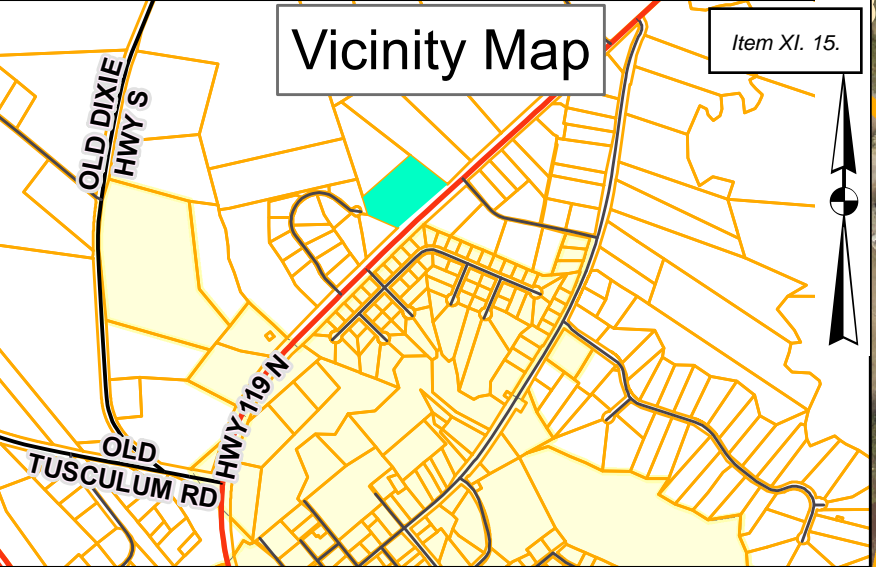
My Commission expires

RWG File: 16042

March 31, 2018

Margie A. Sullivan

Proposed Parcel Annexation
388-3



Legend

Road Centerlines

- Interstate
- Arterial
- Collector
- Local

Proposed Parcel Annexation

County Parcels

Municipal Boundary

Staff Report

Subject: Industrial Development Authority Board Appointment
Author: Stephanie D. Johnson
Department: Administration (Clerk's office)
Meeting Date: March 7, 2023
Item Description: Consideration to approve to appoint /reappoint members to the Industrial Development Authority (IDA) Board

Summary Recommendation: It is the policy of the Board of Commissioners to appoint qualified individuals to various boards and committees.

Executive Summary/Background: The Effingham County Industrial Development Authority Board consists of an eight (8) member board. A member appointed from each GMD districts (1559, 9th, 10th, 11th and 12th) and the three (3) municipalities. Each member serves a four (4) year term.

Jake Patrick was appointed by the Board at the February 21, 2023 meeting as requested by Commissioner Floyd. The new term of office will expire December 31, 2027. The citizens recommended for said seats are as follows:

Jake Patrick (<i>appointed by BOC 02/07/23</i>)	1559 GMD- District 1
Eric Johnson (<i>reappointment</i>)	10th GMD- District 2
Matt Saxon (<i>reappointment</i>)	12th GMD - District 3
Swaid Rahn (<i>reappointment</i>)	11th GMD - District 4
Slade Helmly (<i>reappointment</i>)	9th GMD - District 5

Alternatives for Commission to Consider:

1. To approve the members as presented to the Effingham County Industrial Development Authority Board.
2. To not approve at this time and consider other alternatives.

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: County Administration and IDA Director Brad Herndon

Funding Source: N/A

Attachments: None

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2022
Item Description: **Jake Patrick** requests to **rezone** 7.2 acres from **AR-1** to **AR-2** to allow for a 3-lot subdivision. Located on Riverside Drive. **Map# 254 Parcel# 6**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 7.2 acres from **AR-1** to **AR-2** to allow for a 3-lot subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The proposed 3-parcel subdivision will separate an existing home site and create 2 sites for the development of single family home sites.
- Because none of the proposed lots will meet the 5-acre minimum required for the AR-1 zoning district, the entire 7.2 acres must be rezoned.
- At the February 22, 2023 Planning Board meeting, Mr. Peter Higgins made a motion for approval, with conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 7.2 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lots shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 1 of 7.2 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 1-5-23Applicant/Agent: Jake PatrickApplicant Email Address: jakepatrickrealtor@gmail.comPhone # 912-663-7368Applicant Mailing Address: 903 Nease Rd.City: Guyton State: GA Zip Code: 31312Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 375 Riverside Dr. Guyton 31312Proposed Road Access: Frontage on RiversidePresent Zoning of Property: AR-1 Proposed Zoning: AR-2Tax Map-Parcel # 254-6 Total Acres: 7.2 Acres to be Rezoned: 7.2Lot Characteristics: Residence.**WATER**☒ Private Well☐ Public Water System**SEWER**☒ Private Septic System☐ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: proposed lots will not meet
5 acre minimum for AR-1

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

North _____ South _____ East _____ West _____

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

Residential

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

Yes

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

3 home sites

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

Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

No change to use

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No.

Applicant Signature:

Shannon Patrick

Date

1-5-23

AUTHORIZATION OF PROPERTY OWNER

I, Shannon Patrick, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Shannon Patrick

Applicant/Agent Address: 903 Nease Rd.

City: Awayton State: GA Zip Code: 31312

Phone: 904-663-7368 Email: jakepatrickrealtor@gmail.com

Owner's signature Shannon Patrick

Print Name Shannon Patrick

Personally appeared before me _____ (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 5th day of January, 2023.

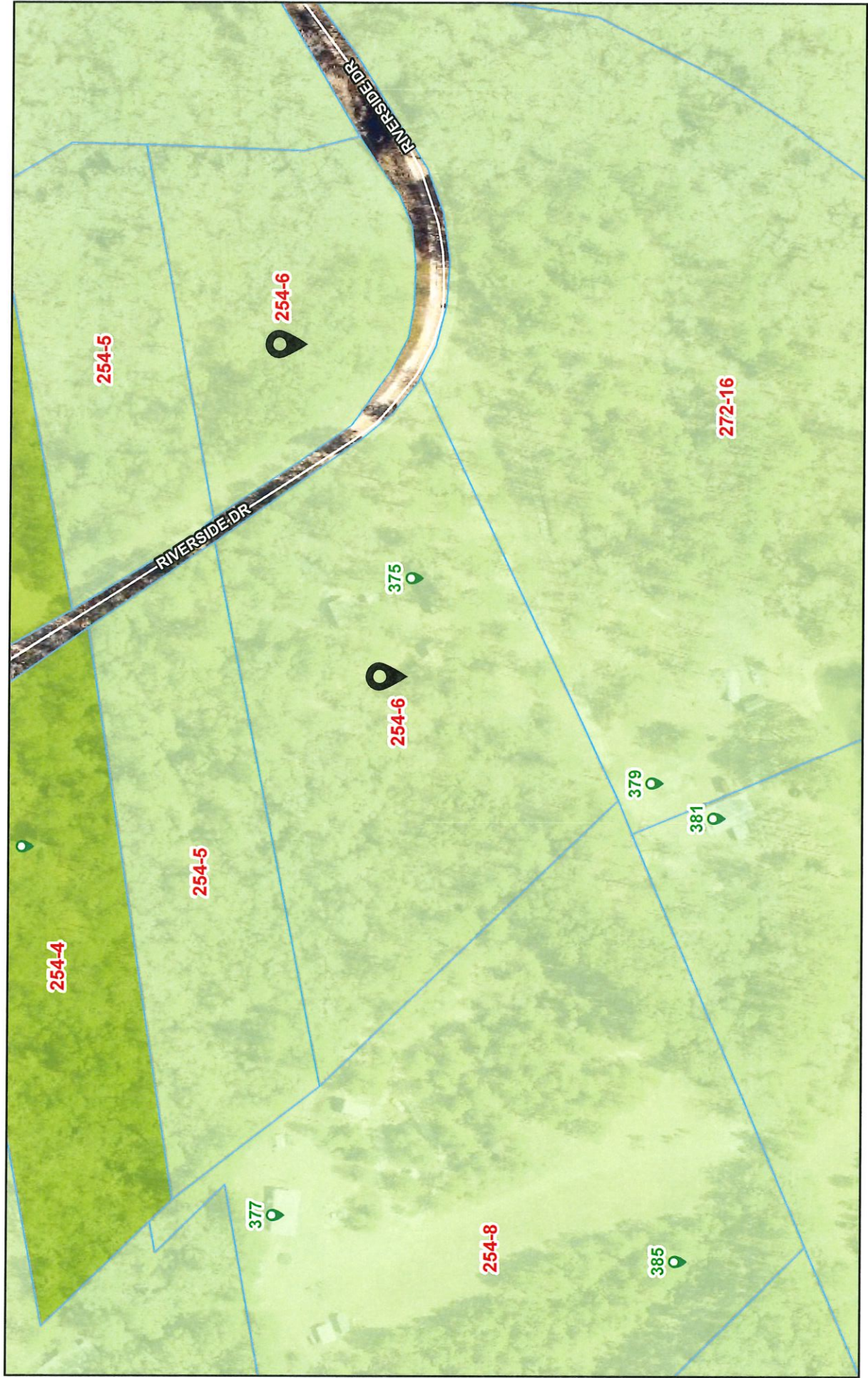
Kathleen Erin Dunnigan
Notary Public, State of Georgia



An aerial photograph of a property with a red boundary. The property is irregularly shaped and contains a large, light-colored, possibly cleared or flooded area. The surrounding area is densely forested. Various labels are scattered across the map, including '272-12', '272-13', '272-14', '272-15', '272-16', '272-17', '272-18', '272-19', '272-20', '272-21', '272-22', '272-23', '272-24', '272-25', '272-26', '272-27', '272-28', '272-29', '272-30', '272-31', '272-32', '272-33', '272-34', '272-35', '272-36', '272-37', '272-38', '272-39', '272-40', '272-41', '272-42', '272-43', '272-44', '272-45', '272-46', '272-47', '272-48', '272-49', '272-50', '272-51', '272-52', '272-53', '272-54', '272-55', '272-56', '272-57', '272-58', '272-59', '272-60', '272-61', '272-62', '272-63', '272-64', '272-65', '272-66', '272-67', '272-68', '272-69', '272-70', '272-71', '272-72', '272-73', '272-74', '272-75', '272-76', '272-77', '272-78', '272-79', '272-80', '272-81', '272-82', '272-83', '272-84', '272-85', '272-86', '272-87', '272-88', '272-89', '272-90', '272-91', '272-92', '272-93', '272-94', '272-95', '272-96', '272-97', '272-98', '272-99', '272-100'. A small building is visible near the top left, and a larger building is near the bottom left. A road or path runs along the right side of the property. The text '© All EarthView Technology Corporation' is visible in the bottom right corner.

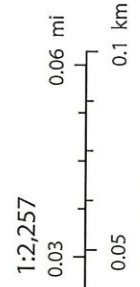
01/20/2021

375 Riverside Dr



1/10/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- Efn_fin_cache
- Red: Band_1
- Green: Band_2



Item XV. 1.

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Jake Patrick-- (Map # 254 Parcel # 6)** from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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

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

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

BICS 2/22/23

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL _____

Of the rezoning request by applicant **Jake Patrick-- (Map # 254 Parcel # 6)** from **AR-1** to **AR-2** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Jake Patrick-- (Map # 254 Parcel # 6)** from **AR-1** to **AR-2** zoning.

- DB
- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒

DISAPPROVAL ☐

Of the rezoning request by applicant **Jake Patrick-- (Map # 254 Parcel # 6)** from **AR-1** to **AR-2** zoning.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2022
Item Description: Jake Patrick requests to **rezone** 7.2 acres from **AR-1** to **AR-2** to allow for a 3-lot subdivision. Located on Riverside Drive. **Map# 254 Parcel# 6**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 7.2 acres from **AR-1** to **AR-2** to allow for a 3-lot subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The proposed 3-parcel subdivision will separate an existing home site and create 2 sites for the development of single family home sites.
- Because none of the proposed lots will meet the 5-acre minimum required for the AR-1 zoning district, the entire 7.2 acres must be rezoned.
- At the February 22, 2023 Planning Board meeting, Mr. Peter Higgins made a motion for approval, with conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. All wetland impacts must be approved and permitted by USACE.
 3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- The motion was seconded by Mr. Brad Smith, and carried unanimously.

Alternatives

1. Approve the request to **rezone** 7.2 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

2. Deny the request to **rezone** 1 of 7.2 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

254-6

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

254-6

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JAKE PATRICK has filed an application to rezone seven and twenty hundredths (7.2) +/- acres; from AR-1 to AR-2 to allow for a 3-lot subdivision; map and parcel number 254-6, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on February 1, 2023; and

IT IS HEREBY ORDAINED THAT seven and twenty hundredths (7.2) +/- acres; map and parcel number 254-6, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lots shall meet the requirements of the AR-2 zoning district.
2. All wetland impacts must be approved and permitted by USACE.
3. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Conditional Use (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: **Justyne Albright** requests a **conditional use** to allow for a GDOT approved borrow source or pit. Located at 353 Forest Haven Drive, zoned **AR-1**. **Map# 452A Parcel# 56**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to allow for a GDOT approved borrow source or pit, with conditions.

Executive Summary/Background

- Section 3.17.3(3) (Excavation, mining, ponds), permits surface mines (including a GDOT approved borrow source or pit) as a conditional use in AR-1.
- Pursuant to section 5.1.2.12, a surface mines (including a GDOT-approved borrow source or pit) up to ten (10) acres in size may be permitted in AR-1, on a conditional basis:
 - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*
The proposed 6.6 acre borrow source or pit is on a 25.21-acre parcel, set back ~75' from Forest Haven Drive.
 - *Physical and environmental effects;*
The borrow source or pit is GDOT approved. The site has been reviewed for environmental factors, and the final approval will include specific guidelines for development of the borrow source or pit.
 - *Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.*
The borrow source site meets all county and state requirements. A proposed 40' wide haul road will allow the dirt to be hauled directly to the Effingham Parkway site, without the need to use county-maintained roads.
- At the February 22, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. The bond shall be submitted to DNR, if required.
 2. Excavation shall cease within three (3) years of GDOT approval.
 3. Business operator (Balfour Beatty) shall maintain an annual occupation tax certificate.
 4. Applicant shall submit a survey of the completed excavation site, and schedule a final inspection with Development Services.
 5. Borrow source site shall meet the requirements of Section 3.17.4 Construction Requirements
- The motion was seconded by Mr. Peter Higgins, and carried unanimously.

Alternatives

1. Approve the request for a **conditional use** for a GDOT approved borrow source or pit, with the following conditions:

1. The bond shall be submitted to DNR, if required.
2. Excavation shall cease within three (3) years of GDOT approval.
3. Business operator (Balfour Beatty) shall maintain an annual occupation tax certificate.
4. Applicant shall submit a survey of the completed excavation site, and schedule a final inspection with Development Services.
5. Borrow source site shall meet the requirements of Section 3.17.4 Construction Requirements

2. Deny the request for a **conditional use** for a GDOT approved borrow source or pit.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Conditional Use application
2. Ownership certificate/authorization

3. Aerial photograph

ATTACHMENT A - CONDITIONAL USE APPLICATIONApplication Date: 01/11/23Applicant/Agent: Justyne AlbrightApplicant Email Address: FCSEquestriancenter@gmail.comPhone # 717-880-1354 (cell)Applicant Mailing Address: 353 Forest Haven DriveCity: Rincon State: GA Zip Code: 31326Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 353 Forest Haven Drive Rincon GA 31326Present Zoning of Property AR-1 Tax Map-Parcel # 0452A056 Total Acres 25.21**CONDITIONAL USE REQUESTED:**☐ **Section 3.15A – Residential Business**
See Section 3.15A for requirements☐ **Section 3.15B – Rural Business**
See Section 3.15B for requirements☒ **OTHER** (provide relevant section of code): _____Reason: GDOT approved borrow source.

How does request meet criteria of Section 7.1.6 (see Attachment C): _____

Applicant Signature: Justyne Albright Date 01/11/23

Teresa Concannon

From: Bloomfield, Brandon <bbloomfield@Balfourbeattyus.com>
Sent: Thursday, January 12, 2023 8:58 AM
To: Teresa Concannon
Subject: EXTERNAL:Fwd: S-1024-098 Albright Borrow Pit

Attached is confirmation that GDOT is in the process of approving the borrow source. I also should have attached the submittal packet sent to GDOT for approval. If you need anything else, please let me know.

Thank you,

Brandon

Get [Outlook for iOS](#)

From: Mydell, Phillip Z <PMydell@dot.ga.gov>
Sent: Thursday, January 12, 2023 8:33:18 AM
To: Bloomfield, Brandon <bbloomfield@Balfourbeattyus.com>
Subject: RE: S-1024-098 Albright Borrow Pit

External Email

Brandon,

The Albright Borrow Pit is being review for approval for use on the Effingham Parkway. Further information on approval is forthcoming.

Thanks,

Phillip Z Mydell II
Civil Engineer II



Area 4 Statesboro
 17213 Hwy 301 N.
 Statesboro, GA, 30458
 912-871-1103 office
 912-424-9463 cell

From: Bloomfield, Brandon <bbloomfield@Balfourbeattyus.com>
Sent: Thursday, December 22, 2022 7:21 AM
To: Mydell, Phillip Z <PMydell@dot.ga.gov>
Cc: McDonald, Christopher <cmcdonald@Balfourbeattyus.com>; Jones, Justin <jujones@Balfourbeattyus.com>; Weitman, Kevin <kweitman@dot.ga.gov>; Branum, Dustin L <DuBranum@dot.ga.gov>
Subject: S-1024-098 Albright Borrow Pit

Phillip,

Please see the attached submittal for the Albright Borrow Pit. If you have any questions or need anymore information please give me a call.

Item XV. 3.

Thank you,

Brandon Bloomfield

Superintendent | Balfour Beatty US Civils

C: 912-255-0923

E: bbloomfield@balfourbeattyus.com | www.balfourbeattyus.com

6018 HWY 21 South , Rincon , Georgia 31326

Balfour Beatty



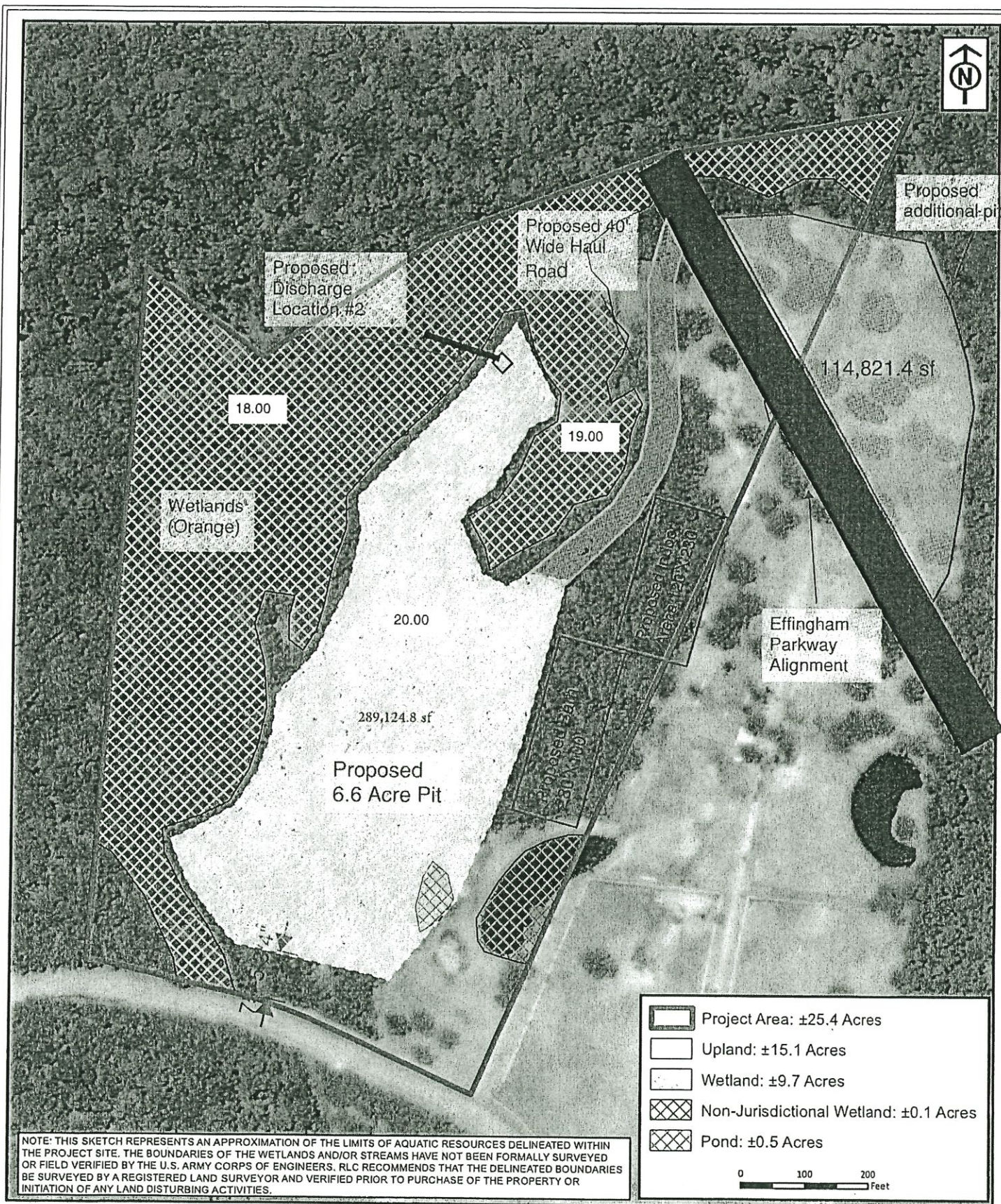
Click to read our holiday message

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RLC Project No.: 21-323

Figure No.: 1

Prepared By: ZM

Sketch Date: 9/7/2021

Map Scale: 1 inch = 200 feet

Forest Haven Drive Tract

Effingham County, Georgia

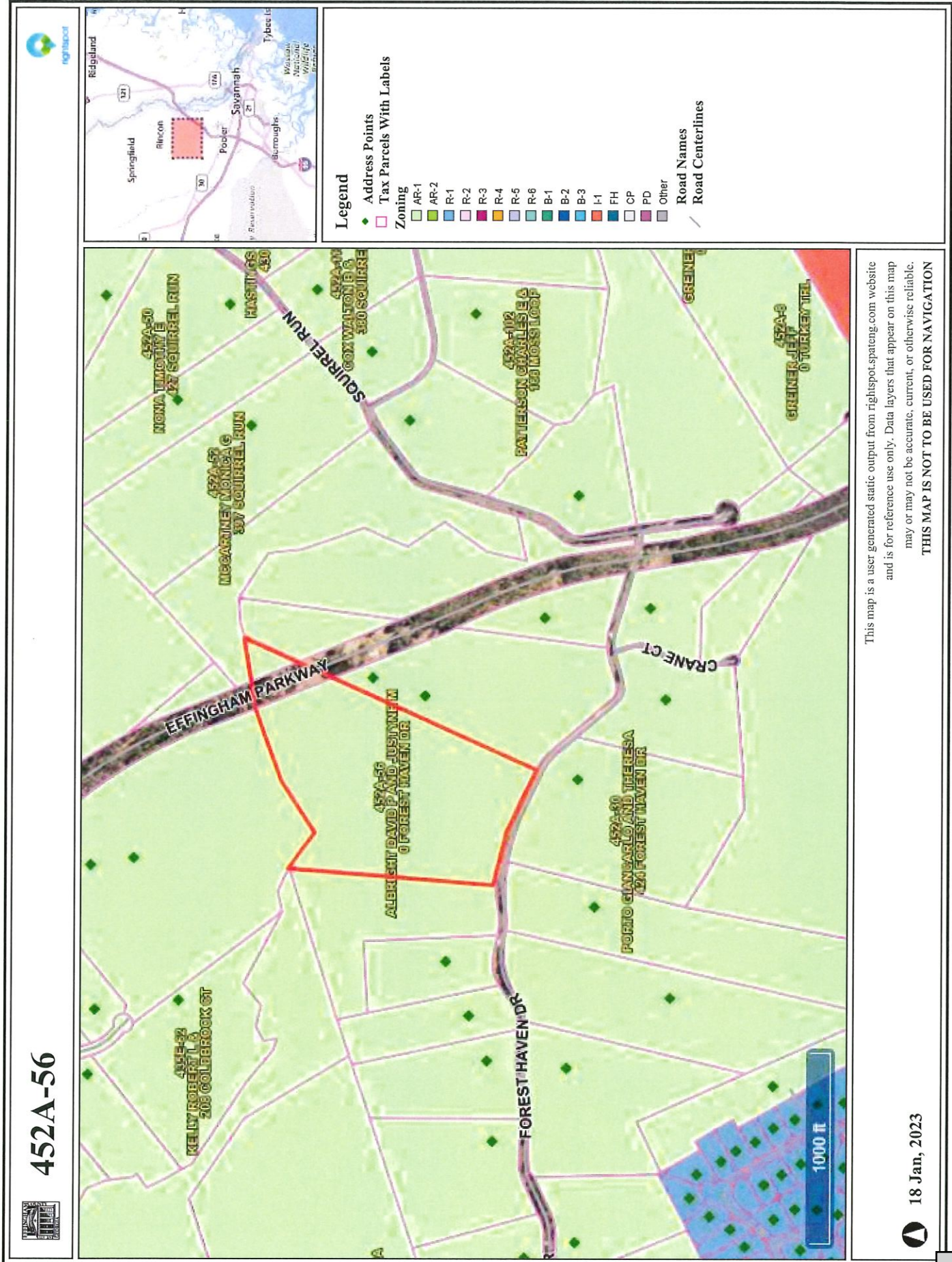
Wetland Exhibit

Prepared For: Balfour Beatty

RLC

RESOURCE+LAND
CONSULTANTS

21 Park of Commerce Way, Ste. 101
Savannah, Georgia 31405
912.441.5500 www.rlc.com



452A-56



Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: Justyne Albright requests a **conditional use** to allow for a GDOT approved borrow source or pit. Located at 353 Forest Haven Drive, zoned **AR-1**. **Map# 452A Parcel# 56**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to allow for a GDOT approved borrow source or pit, with conditions.

Executive Summary/Background

- Section 3.17.3(3) (Excavation, mining, ponds), permits surface mines (including a GDOT approved borrow source or pit) as a conditional use in AR-1.
- Pursuant to section 5.1.2.12, a surface mines (including a GDOT-approved borrow source or pit) up to ten (10) acres in size may be permitted in AR-1, on a conditional basis:
 - *Shall not adversely affect economic values or physical appearance of the surrounding areas;*
The proposed 6.6 acre borrow source or pit is on a 25.21-acre parcel, set back ~75' from Forest Haven Drive.
 - *Physical and environmental effects;*
The borrow source or pit is GDOT approved. The site has been reviewed for environmental factors, and the final approval will include specific guidelines for development of the borrow source or pit.
 - *Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.*
The borrow source site meets all county and state requirements. A proposed 40' wide haul road will allow the dirt to be hauled directly to the Effingham Parkway site, without the need to use county-maintained roads.
- At the February 22, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval, with conditions:
 1. The bond shall be submitted to DNR, if required.
 2. Excavation shall cease within three (3) years of GDOT approval.
 3. Business operator (Balfour Beatty) shall maintain an annual occupation tax certificate.
 4. Applicant shall submit a survey of the completed excavation site, and schedule a final inspection with Development Services.
 5. Borrow source site shall meet the requirements of Section 3.17.4 Construction Requirements
- The motion was seconded by Mr. Peter Higgins, and carried unanimously.

Alternatives

1. Approve the request for a **conditional use** for a GDOT approved borrow source or pit, with the following conditions:

1. The bond shall be submitted to DNR, if required.
2. Excavation shall cease within three (3) years of GDOT approval.
3. Business operator (Balfour Beatty) shall maintain an annual occupation tax certificate.
4. Applicant shall submit a survey of the completed excavation site, and schedule a final inspection with Development Services.
5. Borrow source site shall meet the requirements of Section 3.17.4 Construction Requirements

2. Deny the request for a **conditional use** for a GDOT approved borrow source or pit.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
452A-56

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
452A-56

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JUSTYNE ALBRIGHT has filed an application for a conditional use to allow for a GDOT approved borrow source pit; map and parcel number 452A-56, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on February 1, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a GDOT approved borrow source pit; map and parcel number 452A-56, located in the 2nd commissioner district, is approved, with the following conditions:

1. The bond shall be submitted to DNR, if required.
2. Excavation shall cease within three (3) years of GDOT approval.
3. Business operator (Balfour Beatty) shall maintain an annual occupation tax certificate.
4. Applicant shall submit a survey of the completed excavation site, and schedule a final inspection with Development Services.
5. Borrow source site shall meet the requirements of Section 3.17.4 Construction Requirements

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Conditional Use (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** requests a **conditional use** to permit a Shipping Container Facility on Old River Road, zoned **I-1**. **Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to permit a Shipping Container Facility on Old River Road, with conditions.

Executive Summary/Background

- Pursuant to *Section 5.12.1B Heavy Industrial Conditional Uses*, a Shipping Container Facility (as provided for in *Section 3.16A Shipping Container Facility*) may be permitted in I-1, on a conditional basis, with consideration of the following:
 - *The effect the proposed activity will have on traffic flow along adjoining streets; Ingress and egress to the property;*
 - A Traffic Study is required. Driveway access will be on Old River Road.
 - *The number, size and types of signs proposed for the site; The amount and location of open space; Protective screening, either natural vegetation and/or berms, and fencing, to screen the use from public view; Hours and manner of operation; Outdoor lighting;*
 - Guidance on signage, buffers, and hours of operation is provided in Section 3.16A. Lighting is regulated by section 5.12.4.4. Open space is not required in industrial development.
 - *Compatibility with surrounding land use;*
 - Parcels nearby/across Old River Road are zoned for commercial and industrial use.
 - *The effect of noise, dust, debris or other external impacts of the use on the surrounding uses.*
 - Noise impacts are regulated by section 5.12.2.2(n).
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 1. Stacking of shipping containers is prohibited.
 2. Land disturbance and 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 wetlands impacts must be approved and permitted by USACE and the Jurisdictional Determination must be submitted during the site development plan review process.
 4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility**.
 5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request of a **conditional use** to permit a Shipping Container Facility, with the following conditions:
 1. Stacking of shipping containers is prohibited.
 2. Land disturbance and 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 Jurisdictional Determination must be submitted during the site development plan review process.
4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility**.
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.

1. **Deny** the request of a **conditional use** for a Shipping Container Facility.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Conditional Use application

Other Alternatives: 2

FUNDING: N/A

2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATIONApplication Date: 01/11/23Applicant/Agent: Justyne AlbrightApplicant Email Address: FCSEquestriancenter@gmail.comPhone # 717-880-1354 (cell)Applicant Mailing Address: 353 Forest Haven DriveCity: Rincon State: GA Zip Code: 31326Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 353 Forest Haven Drive Rincon GA 31326Present Zoning of Property AR-1 Tax Map-Parcel # 0452A056 Total Acres 25.21**CONDITIONAL USE REQUESTED:**☐ **Section 3.15A – Residential Business**
See Section 3.15A for requirements☐ **Section 3.15B – Rural Business**
See Section 3.15B for requirements☒ **OTHER** (provide relevant section of code): _____Reason: GDOT approved borrow source.

How does request meet criteria of Section 7.1.6 (see Attachment C): _____

Applicant Signature: Justyne Albright Date 01/11/23

Teresa Concannon

From: Bloomfield, Brandon <bbloomfield@Balfourbeattyus.com>
Sent: Thursday, January 12, 2023 8:58 AM
To: Teresa Concannon
Subject: EXTERNAL:Fwd: S-1024-098 Albright Borrow Pit

Attached is confirmation that GDOT is in the process of approving the borrow source. I also should have attached the submittal packet sent to GDOT for approval. If you need anything else, please let me know.

Thank you,

Brandon

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From: Mydell, Phillip Z <PMydell@dot.ga.gov>
Sent: Thursday, January 12, 2023 8:33:18 AM
To: Bloomfield, Brandon <bbloomfield@Balfourbeattyus.com>
Subject: RE: S-1024-098 Albright Borrow Pit

External Email

Brandon,

The Albright Borrow Pit is being review for approval for use on the Effingham Parkway. Further information on approval is forthcoming.

Thanks,

Phillip Z Mydell II
Civil Engineer II



Area 4 Statesboro
 17213 Hwy 301 N.
 Statesboro, GA, 30458
 912-871-1103 office
 912-424-9463 cell

From: Bloomfield, Brandon <bbloomfield@Balfourbeattyus.com>
Sent: Thursday, December 22, 2022 7:21 AM
To: Mydell, Phillip Z <PMydell@dot.ga.gov>
Cc: McDonald, Christopher <cmcdonald@Balfourbeattyus.com>; Jones, Justin <jujones@Balfourbeattyus.com>; Weitman, Kevin <kweitman@dot.ga.gov>; Branum, Dustin L <DuBranum@dot.ga.gov>
Subject: S-1024-098 Albright Borrow Pit

Phillip,

Please see the attached submittal for the Albright Borrow Pit. If you have any questions or need anymore information please give me a call.

Item XV. 5.

Thank you,

Brandon Bloomfield

Superintendent | Balfour Beatty US Civils

C: 912-255-0923

E: bbloomfield@balfourbeattyus.com | www.balfourbeattyus.com

6018 HWY 21 South , Rincon , Georgia 31326

Balfour Beatty



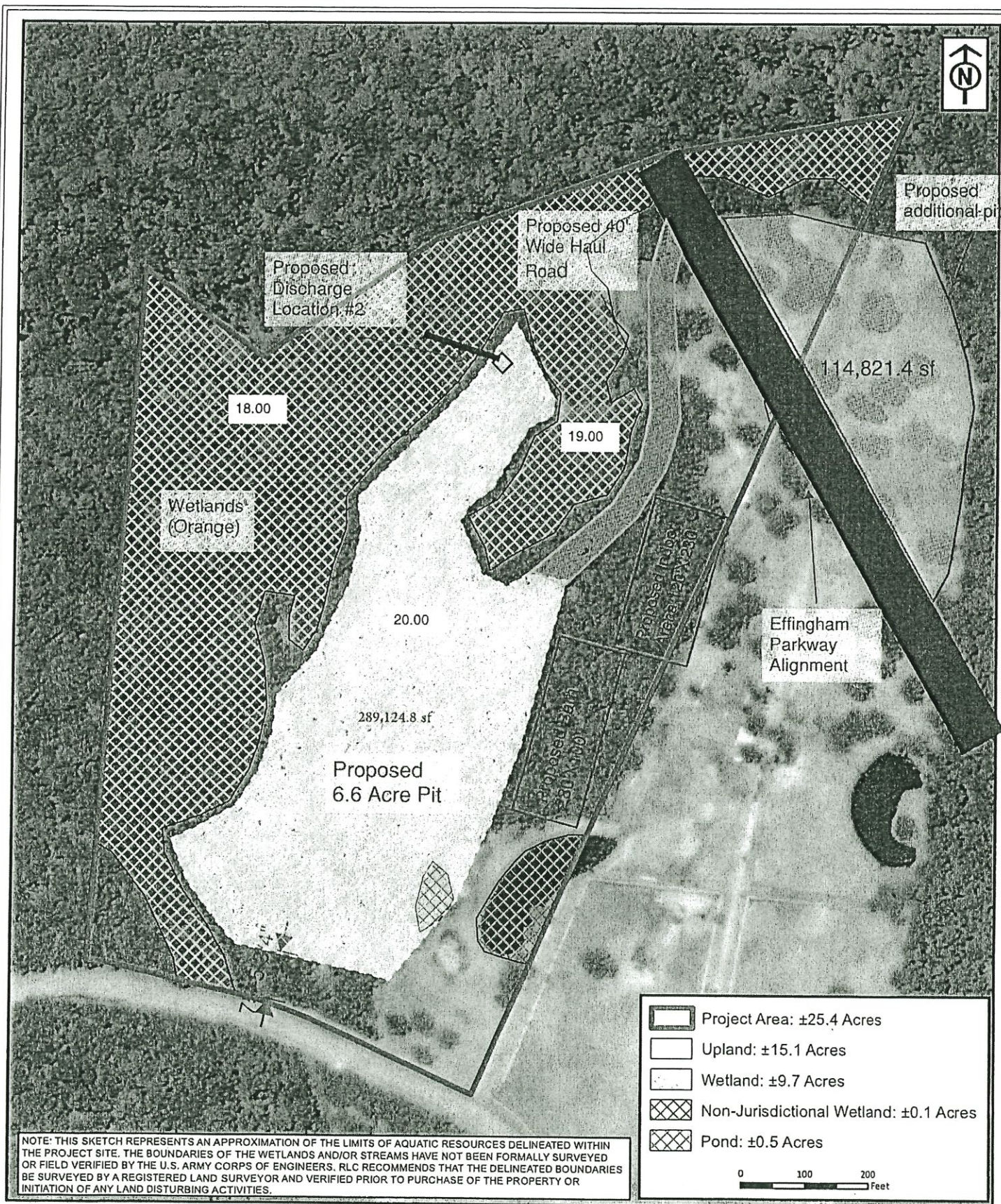
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RLC Project No.: 21-323

Figure No.: 1

Prepared By: ZM

Sketch Date: 9/7/2021

Map Scale: 1 inch = 200 feet

Forest Haven Drive Tract

Effingham County, Georgia

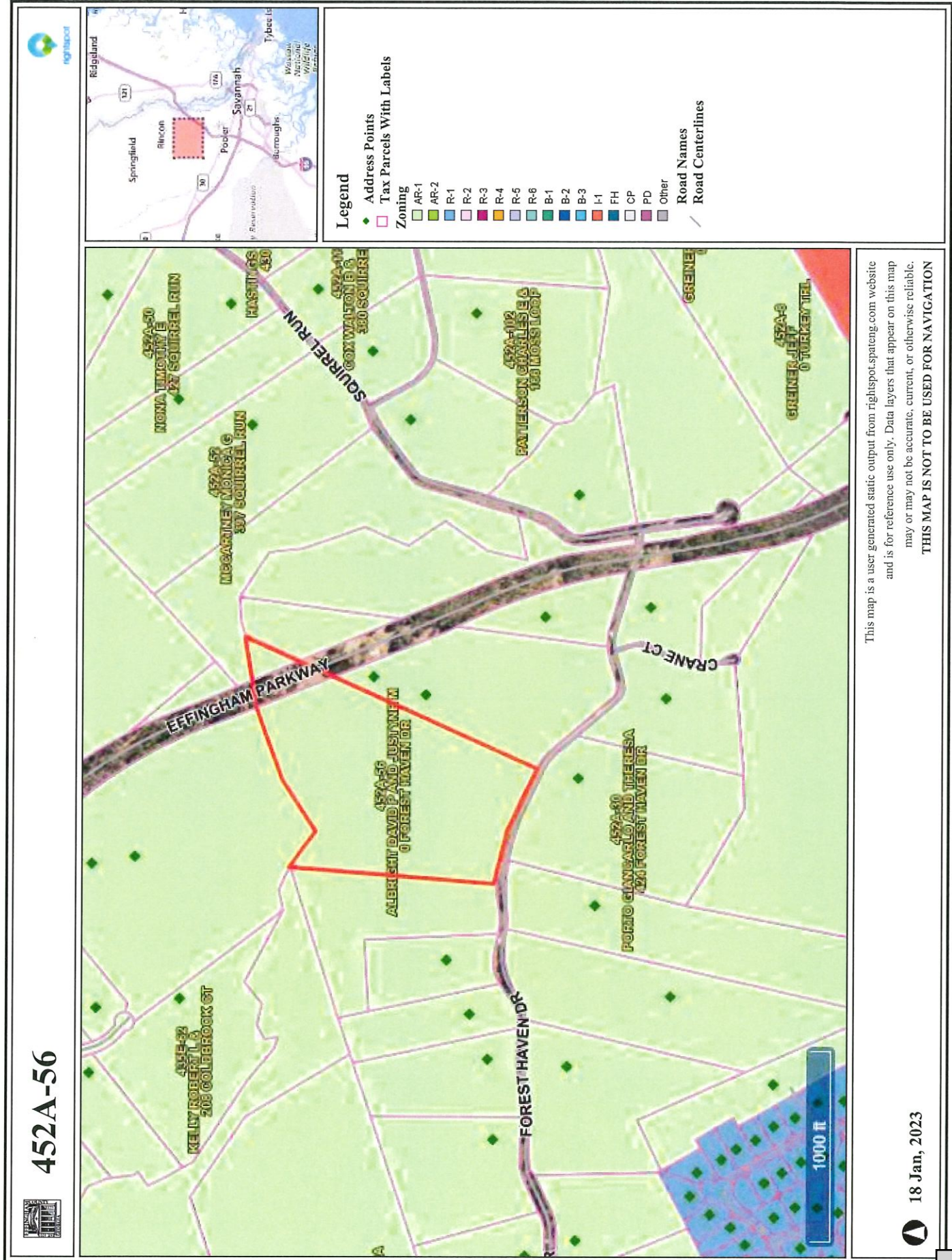
Wetland Exhibit

Prepared For: Balfour Beatty

RLC

RESOURCE+LAND
CONSULTANTS

21 Park of Commerce Way, Ste. 102
Savannah, Georgia 31405
912.441.5500 www.rlc.com



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452A-56



Staff Report

Subject: 2nd Reading Zoning Map Amendment

Author: Katie Dunnigan, Zoning Manager

Department: Development Services

Meeting Date: March 07, 2023

Item Description: The Ratchford Firm as Agent for Stefanos Land Holding, LLC requests a **conditional use** to permit a Shipping Container Facility on Old River Road, zoned I-1. **Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to permit a Shipping Container Facility on Old River Road, with conditions.

Executive Summary/Background

- Pursuant to *Section 5.12.1B Heavy Industrial Conditional Uses*, a Shipping Container Facility (as provided for in *Section 3.16A Shipping Container Facility*) may be permitted in I-1, on a conditional basis, with consideration of the following:
 - *The effect the proposed activity will have on traffic flow along adjoining streets; Ingress and egress to the property;*
 - A Traffic Study is required. Driveway access will be on Old River Road.
 - *The number, size and types of signs proposed for the site; The amount and location of open space; Protective screening, either natural vegetation and/or berms, and fencing, to screen the use from public view; Hours and manner of operation; Outdoor lighting;*
 - Guidance on signage, buffers, and hours of operation is provided in Section 3.16A. Lighting is regulated by section 5.12.4.4. Open space is not required in industrial development.
 - *Compatibility with surrounding land use;*
 - Parcels nearby/across Old River Road are zoned for commercial and industrial use.
 - *The effect of noise, dust, debris or other external impacts of the use on the surrounding uses.*
 - Noise impacts are regulated by section 5.12.2.2(n).
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 1. Stacking of shipping containers is prohibited.
 2. Land disturbance and 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 wetlands impacts must be approved and permitted by USACE and the Jurisdictional Determination must be submitted during the site development plan review process.
 4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility**.
 5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request of a **conditional use** to permit a Shipping Container Facility, with the following conditions:
 1. Stacking of shipping containers is prohibited.
 2. Land disturbance and 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 Jurisdictional Determination must be submitted during the site development plan review process.
4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility**.
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.

1. **Deny** the request of a **conditional use** for a Shipping Container Facility.

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.
305-3&4B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
305-3&4B

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, THE RATCHFORD FIRM AS AGENT FOR STEFANOS LAND HOLDING, LLC has filed an application for a conditional use to allow for a container storage facility; map and parcel number 305-3&4B, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on February 1, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a container storage facility; map and parcel number 305-3&4B, located in the 1st commissioner district, is approved, with the following conditions:

1. Stacking of shipping containers is prohibited.
2. Land disturbance and 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 wetlands impacts must be approved and permitted by USACE and the Jurisdictional Determination must be submitted during the site development plan review process.
4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility.**
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** requests approval of a **sketch plan** for a Shipping Container Storage Facility on Old River Road, zoned **I-1**. **Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for a Shipping Container Storage Facility on Old River Road.

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Pursuant to Sec. 3.16A, a shipping container facility is a heavy industrial use. A 300' undisturbed vegetative buffer (or combination of berm and buffer) is required.
- Old River Road is not a designated truck route. However, the proposed development is close to the I-16 interchange. A Traffic Study is required for the conditional use, as part of the development review.
- The site will be served by private well and septic system. A single entrance to Old River Road is planned.
- These parcels are in flood zone AE. A CLOMR or CLOMA application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The parcels must be recombined, in order for the requirement for internal buffers to be eliminated.
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 1. The proposed shipping container facility has met requirements for a conditional use, and has been approved by the Board of Commissioners
 2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
 3. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
 4. The proposed driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. Approve the sketch plan for a Shipping Container Storage Facility on Old River Road, with the following conditions:

1. The proposed shipping container facility has met requirements for a conditional use, and has been approved by the Board of Commissioners.
2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
3. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.

4. The proposed driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

2. Deny the **sketch plan** for a Shipping Container Storage Facility on Old River Road.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision N/AName of Applicant/Agent The Ratchford Firm, Agent Phone 912-754-7800Company Name Stefanos Land Holding, LLCAddress 1575 Hwy 21 South, Springfield, GA 31329Owner of Record Stefanos Land Holding, LLC Phone 912-754-7800Address 201 Redan Dr, Savannah, GA 31410Engineer Jared Mock, P.E. Maxwell-Reddick and Associates Phone 912-489-7112Address 40 Joe Kennedy Blvd, Statesboro, GA 30458Surveyor Jared Mock, P.E. Maxwell-Reddick and Associates Phone 912-489-7112Address 40 Joe Kennedy Blvd, Statesboro, GA 30458Proposed water N/A Proposed sewer N/ATotal acreage of property 48.00+/- Acreage to be divided N/A Number of Lots Proposed 1Current Zoning I-1 Proposed Zoning I-1, COND. USE Tax map – Block – Parcel No 305-3 305A-46 305A-47 305-4B 305-4 305-4A

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 10th day of January, 2023

Notary

Angelica E. Pittman
Exp. 5/7/2026

Applicant

Owner



EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

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

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

<input type="checkbox"/>	N	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input type="checkbox"/>	Y	8. Water distribution infrastructure master plan. **fire hydrant on public right of way

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

This 16th day of January, 2023

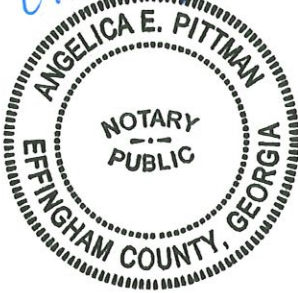
Notary

Angelica E. Pittman
Exp. 5/7/2026

Applicant

Owner

[Signature]
Depos Land Holding, LLC





EOM Operations
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Item XV. 7.

January 17th, 2023

Jared Mock, P.E.
Maxwell-Reddick & Associates
40 Joe Kennedy Blvd., Statesboro, GA 30458
Statesboro, GA 30458

Dear Mr. Mock,

I am pleased to provide you with a review of the Sketch Plan for 'Stefanos Container Storage'..

LDA Plan Review

Submittal Documents

Sketch Plan.....Jan. 2023

Comments:

1. The Effingham County Access Management Policy is to utilize the GDOT Regulations for Driveway and Encroachment Control – Chapter 3 for all roadways classified as collector or higher. This would result in a required 275 ft separation between Edgewater Drive and the proposed driveway (for a 50 mph road). Currently, the space between Edgewater Drive and the proposed driveway is 230 ft.
2. The Sketch Plan annotates Old River Rd as 45 mph, however it is my understanding that there is a 50 mph sign in proximity to the parcel.
3. The intersection sight distances shown on the sketch plan needs to be calculated using the correct inputs for the scenario. Utilizing the formula $ISD = 1.47 * V(\text{mph}) * t(\text{seconds})$, where $V(\text{mph})$ is equal to the design speed of the major roadway and $t(\text{seconds}) = 11.5$ seconds for left turn from stopped minor road & 10.5 seconds for right turn from minor road. The time gap, $t(\text{seconds})$, applies to a combination truck.
4. The following items will be required when applicant is pursuant to a Land Disturbing Activity Permit (required due to 1+ ac of earthwork):
 - a. GSWCC Approval of the Erosion, Sedimentation, and Pollution Control Plans.



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

320



OPERATIONS

- b. USACE Jurisdictional Determination. If Wetlands are found to be jurisdictional and proposed work will encroach on wetland area, then a USACE Permit for Wetland Impacts would be required.
 - c. Stormwater Management Report meeting the minimum criteria outlined by the Effingham County Stormwater Management Local Design Manual, GSMM Vol 2, & Coastal Supplement to the GSMM.
 - d. Cut and Fill Calculations for 100-yr Flood Zone. In AE Zones, No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
 - e. For developments greater than five acres, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a conditional letter of map revision (CLOMR) or conditional letter of map amendment (CLOMA), whichever is applicable. More clearly delineate the required zoning buffers.
5. The following items will be required when applicant is pursuant to a Development Permit (required due to 5,000+ sf impervious area):
- a. All requirements of Land Disturbing Activity Permit.
 - b. Technical Traffic Memorandum, which calculates the expected peak hour trips.
 - c. Staking Plan with proposed parking/storage spaces and dimensions allowing for internal truck movement.
 - d. Paving & Grading Plan
 - e. Construction Details for proposed pavement and grading sections (Effingham County Standard Specifications – Heavy Duty Paving Section Detail for entrance), stormwater management features (outlet control structure, emergency overflow weir, pipe bedding, etc).

Sincerely,

Trevor Shoemaker

Trevor Shoemaker

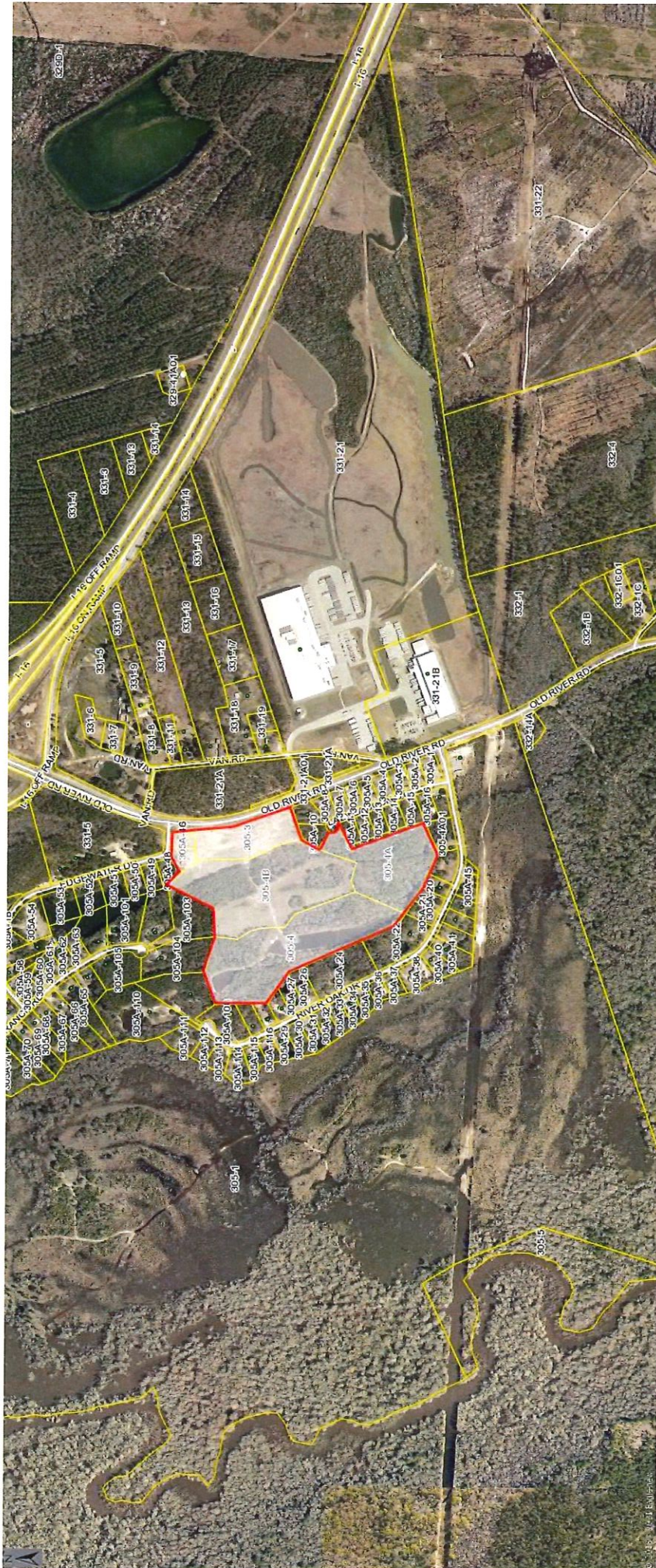
Project Manager

EOM

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



305-3&4, 305-4A&4B, 305A-46&47



305-3&4, 305-4A&4B, 305A-46&47



1/10/2023

Address Points

Tax Parcel Labels

Tax Parcels

Effingham County Zoning

B-2

AR-1

AR-2

I-1

B-2 Efn_fin_cache

Red: Band_1

Green: Band_2

0 0.05 0.1 0.2 0.4 km

0 0.05 0.1 0.2 0.4 mi

1:9,028

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

Staff Report

Subject: Rezone (Second District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** requests to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549 unit single family and multi-family residential development. Located on Midland Road. **Map# 396 Parcels# 62, 62A**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 288.36 acres from **AR-1 and I-1** to **R-3 (multifamily (townhome) residential) and R-5 (single family residential)** to allow for the development of a single and multi-family residential subdivision, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Applicant has submitted a request to recombine two parcels and subdivide pursuant to *R-3 Multifamily Residential Districts* and *Sec. 5.17. R-5 Single Family Traditional Neighborhood Residential districts*.
- 396-62A was rezoned for a surface mine on May 19, 2020. Mining has not commenced.
- The 549-unit development (140 multifamily units and 409 single family units) may be served by county water, sewer, and reuse. Extensions of water sewer, and reuse lines to the development site are the responsibility of the applicant.
- Gross density is 549 units on 288.36ac = ~1.9 units per acre.
- **R-5** gross density is ~2.3 units per acre; net density is ~2.7 units per acre;
- **R-3** gross density is ~6.2 units per acre; net density is ~8.25 units per acre.
- Open space (R-5: 23.25ac + R-3: 5.26ac) is above the required 15% of net buildable area.
- Amenities will include activity fields, pool area, and pocket parks throughout the development. There will be a minimum 15' vegetative buffer around the perimeter of the development.
- Proposed paving width: 28'. The development includes road stub-outs to adjacent parcels on the north and east property boundaries. A single entrance to Midland Rd is proposed.
- At the November 28 pre-application meeting, and in follow up emails, staff provided input on requirements for open space, access management, and utilities. We met again on February 6 to discuss utilities and access management.
- Portions of these parcels are in flood zone A. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The scale of the proposed development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3904); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and is completing a report of findings.
- The project is not consistent with the regional future land use map, which designates the area as rural. According to the regional plan, rural areas are not expected to urbanize or require urban services in the next 20 years.
- The project is not consistent with the county Future Land Use map. The area is designated for Agriculture, which includes uses such as farming, livestock, timber harvesting, or recreation.
 - At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for denial.
 - The motion was seconded by Mr. Peter Higgins, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, with the following conditions:
 1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
 3. A Sketch Plan must be approved before site development plans are submitted.
 4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
 6. All wetland impacts must be approved and permitted by USACE
 7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
2. **Deny** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

- | | |
|--|----------------------|
| 1. Rezoning application and checklist | 4. Deed |
| 2. Ownership certificate/authorization | 5. Aerial photograph |
| 3. Plat | |

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: _____

Applicant/Agent: Bryant Ligon, BRD Land and Investment, GPApplicant Email Address: bligon@coastalcdev.comPhone # 919-801-0618Applicant Mailing Address: 234 Kinsley Park Drive, Suite 110City: Fort Mill State: SC Zip Code: 29715Property Owner, if different from above: T and T 9G, LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): Wmcdonald@fwforstry.com

Phone # _____

Owner's Mailing Address: P.O. Box 295City: Springfield State: GA Zip Code: 31329Property Location: Midland RoadProposed Road Access: Midland RoadPresent Zoning of Property: AR-1 & I-1 Proposed Zoning: R-5 & R-3Tax Map-Parcel # 03960062A00 Total Acres: 288.36 ac Acres to be Rezoned: R-5 = 271.36 ac
03960062 R-3 = 17.00 ac

Lot Characteristics: _____

WATER☐ Private Well☒ Public Water System**SEWER**☐ Private Septic System☒ Public Sewer SystemIf public, name of supplier: Effingham CountyJustification for Rezoning Amendment: To support the housing needs of south Effingham County.

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

North AR-1 South AR-1, AR-2, R-1 East AR-1 West AR-1

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

Vacant

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

No. The proposed development will have positive impact to the counties economy

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

The property will be developed Single Family Detached and Townhome Neighborhood with amenities, open space, and off street parking areas along with conservation areas.

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

To the north of the subject property the area is generally vacant undeveloped property. To the south there are several single family residential developments

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The proposed use fits the development pattern in the area along Hwy 30 and South Effingham County and will be compatible with the existing neighborhoods and development in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: _____

DocuSigned by:

530034AFBF83410...

Date 1/12/2023



*Completed Development Standards Submittal Form and Checklist
to be attached to applications to rezone to the
R-5: Single Family Traditional Neighborhood Design District.*

Proposed Name of Project T&T Property

Name of Applicant/Agent Mr. Bryant Ligon, BRD Land and Investment, GP

Phone 919-801-0618 Email bligon@coastalcdev.com

Water provider Effingham Sewer provider Effingham Capacity letter included YES / NO

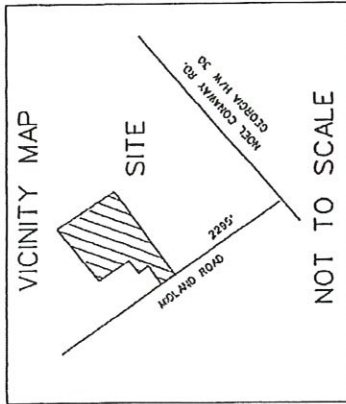
Tax map & parcel # 03960062A00 & 03960062

Total acreage of property 288.36 acres Acreage to be developed 168.77 acres

Current Zoning AR-1 & I-1 Proposed Zoning R-5 & R-3

Requirements to be shown on concept plan

Office Use	Applicant Use	
Planned Single-Family Home Communities – lot and building requirements		
	X	1. Maximum lot coverage is 45%
	X	2. Minimum lot size is 6,600sq. ft.
	X	3. Minimum lot width 50'
	X	4. Minimum front setback 15' Minimum side setback 7.5' (or 3', provided minimum separation of 15 feet is maintained) Minimum rear setback 25' Minimum side setback (street) 15'
	X	5. Common outdoor open space: 15% net usable acreage. Show proposed amenities & features (greenspace, pavilion, pool, path, etc.)
Subdivision Design Requirements – Roads, Curb & Gutter, Sidewalks, Buffers		
	X	1. Roads and ROW: -1a. Proposed road width 22' (no parking; show alley access to houses) -1b. Proposed road width 36' (show parking on both sides) -1c. Proposed road width 28' (show parking designated on one side only)
	X	2. Curb & Gutter, with min. 4' sidewalks
	X	3. Proposed lots platted parallel to arterial, collector, or local road right-of-way (see Appendix A) -3a. Show 20' landscaped strip and a residential street, with residential lot facing ROW -3b. Show 30' vegetative buffer, with rear yard facing ROW
	X	4. Two (2) off street parking spaces per dwelling PLUS one (1) space per five (5) dwelling unit overflow parking
Development Standards-Design Elements		
	X	1. Description of proposed exterior finish materials from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9a</i>
	X	2. Description of proposed design features from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9b</i> (totaling at least 4 points) ___ Dormers (functional or false) (1 point) ___ Gables (1 point) ___ Recessed entries (1 point) ___ Covered front porches, at least six (6) feet in depth (2 points) ___ Pillars or posts (1 point) ___ Two or more brick masonry pattern bond treatments (1 point) ___ Side or rear loaded garage or carport (3 points) ___ Bay windows (minimum twenty-four (24) inch projection) (1 point)
	X	3. Description of façade characteristics: - Proposed total of garage façade (maximum 40%) - Proposed front façade wall design (minimum 20% shall be windows and doors) - Proposed roof overhang (minimum 12 inches, excluding porches and patios)
	X	4. Description of proposed landscaping from <i>R-5 Single family Traditional Neighborhood design residential district, section 5.13.9f</i>



APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR

DATE

APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION, SPECIFIC BUILDING SITES REQUIRE ADDITIONAL REVIEW AND APPROVAL.

Approved 2/13/20
DIRECTOR

SURVEY FOR
T&T9G LLC

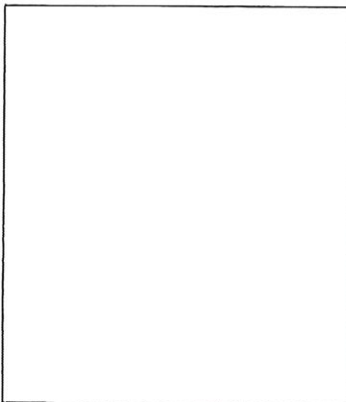
A RECOMBINATION SURVEY OF
TWO PARCELS, THEN A DIVISION
OF THE TOTAL AREA.
LOCATED IN THE 1559TH, G.M.D.
EFFINGHAM COUNTY, GEORGIA

SURVEYED 25 NOV 2019
PLAT DRAWN 25 NOV 2019

TANT.DCN NOV 2019

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

NOTE: SUBJECT PROPERTY IS A REDRAWING OF MAP & PARCEL 397-72 & 396-62 OF THE EFFINGHAM CITY TAX ASSESSORS FILE, METES AND BOUNDS TAKEN FROM PLATS BOOK 2 PAGE 96 AND BOOK 28 PAGE 222



LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP. USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
STYLVANIA, GEORGIA 30467
PH. (912) 825 3972

SURVEYORS CERTIFICATION

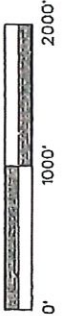
(1) As required by subsection (a) of O.C.G.A. Section 46-6-67, this plat has been prepared by a land surveyor and approved by the State Board of Surveyors. The surveyor certifies that the plat is a true and correct representation of the survey conducted and that the same complies with the provisions of the Georgia Surveying Act. Such approval or attestation should be confirmed with the State Board of Surveyors. This plat is to be used only for the purpose for which it was prepared and is not to be used for any other purpose. The surveyor certifies that this plat complies with the provisions of the Georgia Surveying Act and that the same is a true and correct representation of the survey conducted and that the same complies with the provisions of the Georgia Surveying Act. This plat is to be used only for the purpose for which it was prepared and is not to be used for any other purpose. The surveyor certifies that this plat complies with the provisions of the Georgia Surveying Act and that the same is a true and correct representation of the survey conducted and that the same complies with the provisions of the Georgia Surveying Act.

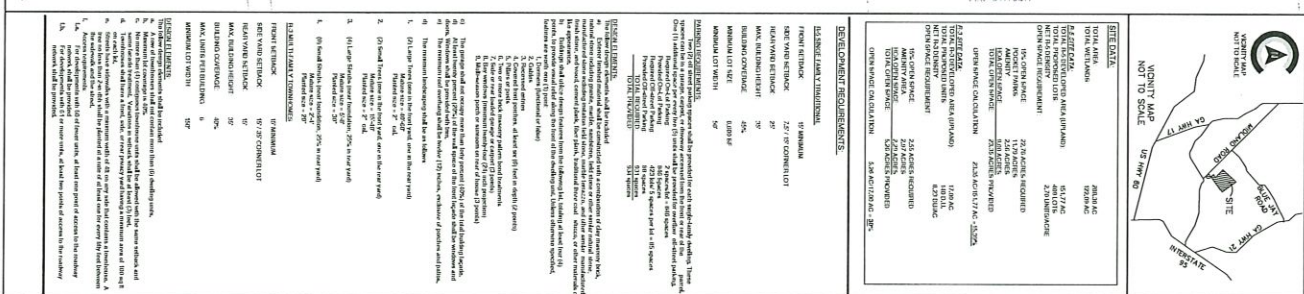


DATE: 1/2-09-19

REFERENCES:
PCAB A99 D
PB-2 PAGE 96
PCAB C10 E-1
PCAB A338 B
PB-28 PAGE 222

SCALE: 1" = 1000'





				REVISIONS: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center; margin: 0;">NOT FOR CONSTRUCTION</p> <p style="text-align: center; margin: 5px 0;">SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION</p> </div>
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COLEMAN COMPANY
ENGINEERS • SURVEYORS
Barnesville, Georgia | (770) 255-3041 | CCI-SAV.COM

Fiber Cement Siding



Dormers



Recessed entries



Gables



Covered front porches, at least six (6) feet in depth



R-5 Design Elements

Pillars or posts



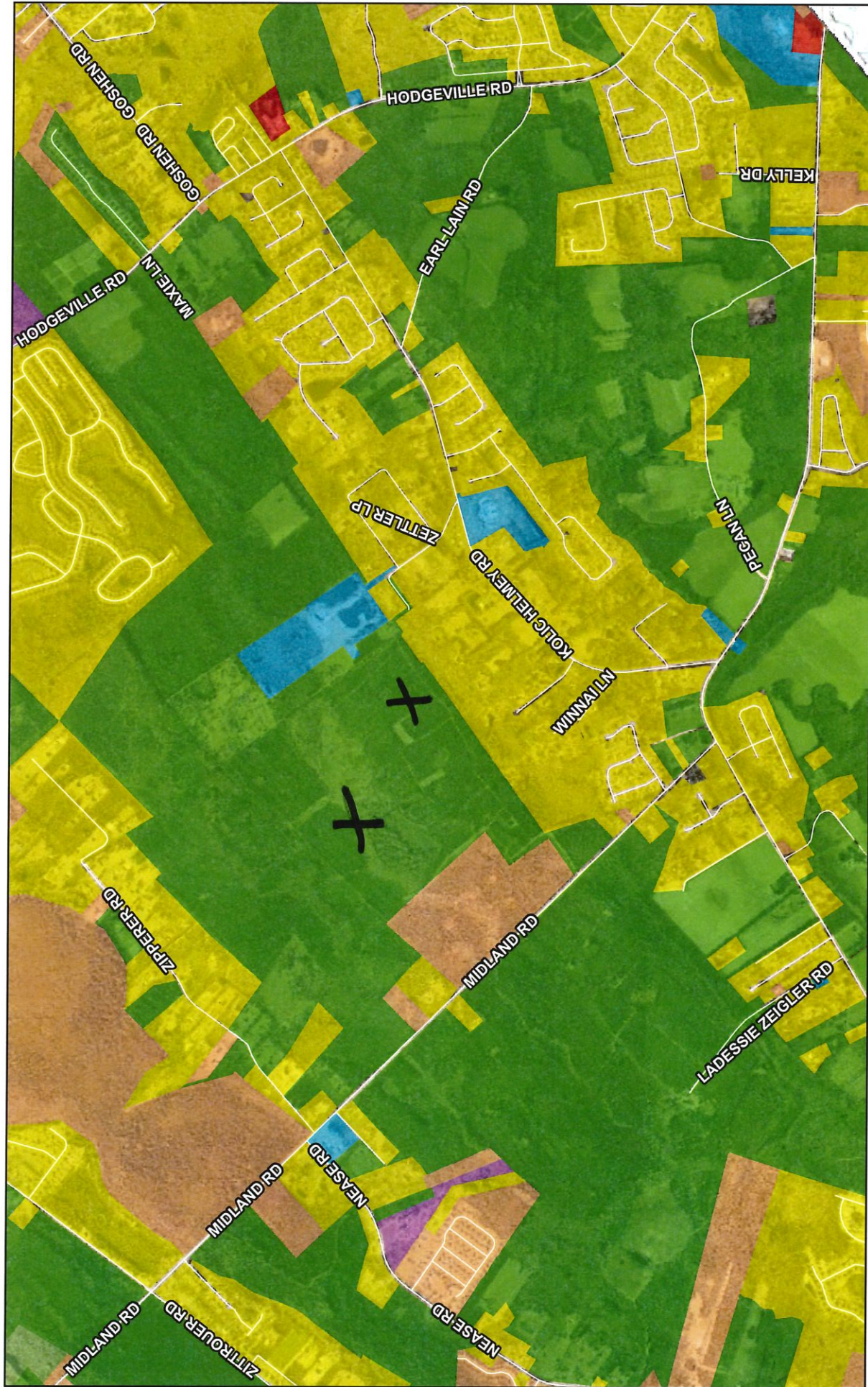
Side loaded garage or carport



Bay windows (minimum twenty-four (24) inch projection)



396-62&62A



2/17/2023

Tax Parcel Labels Future Land Use - Plan Date 10/1/2019

Roads

Agriculture
Commercial

Industrial
Public/Institutional

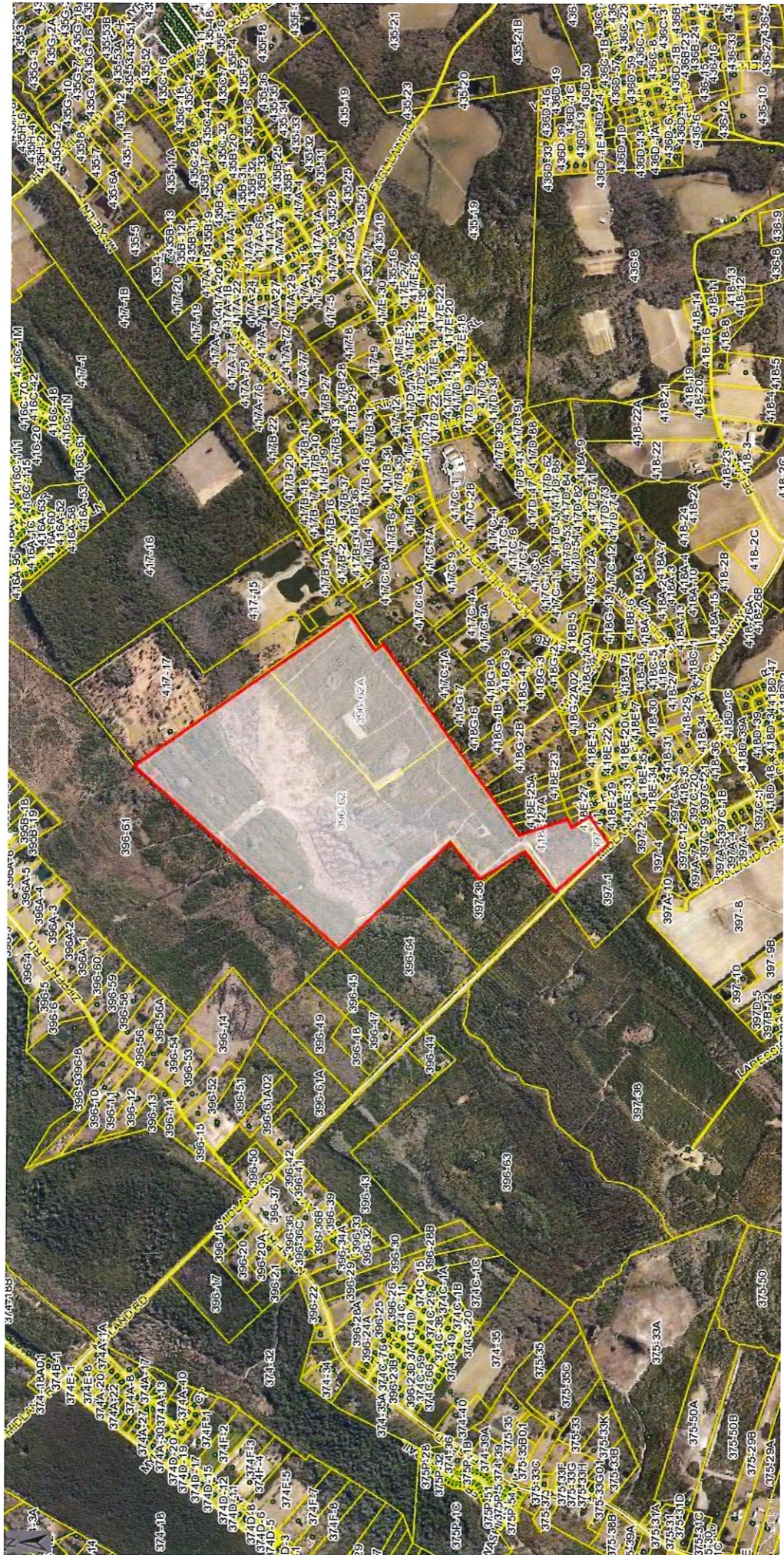
Residential
Transportation/Utilities
Undeveloped

1:31,598

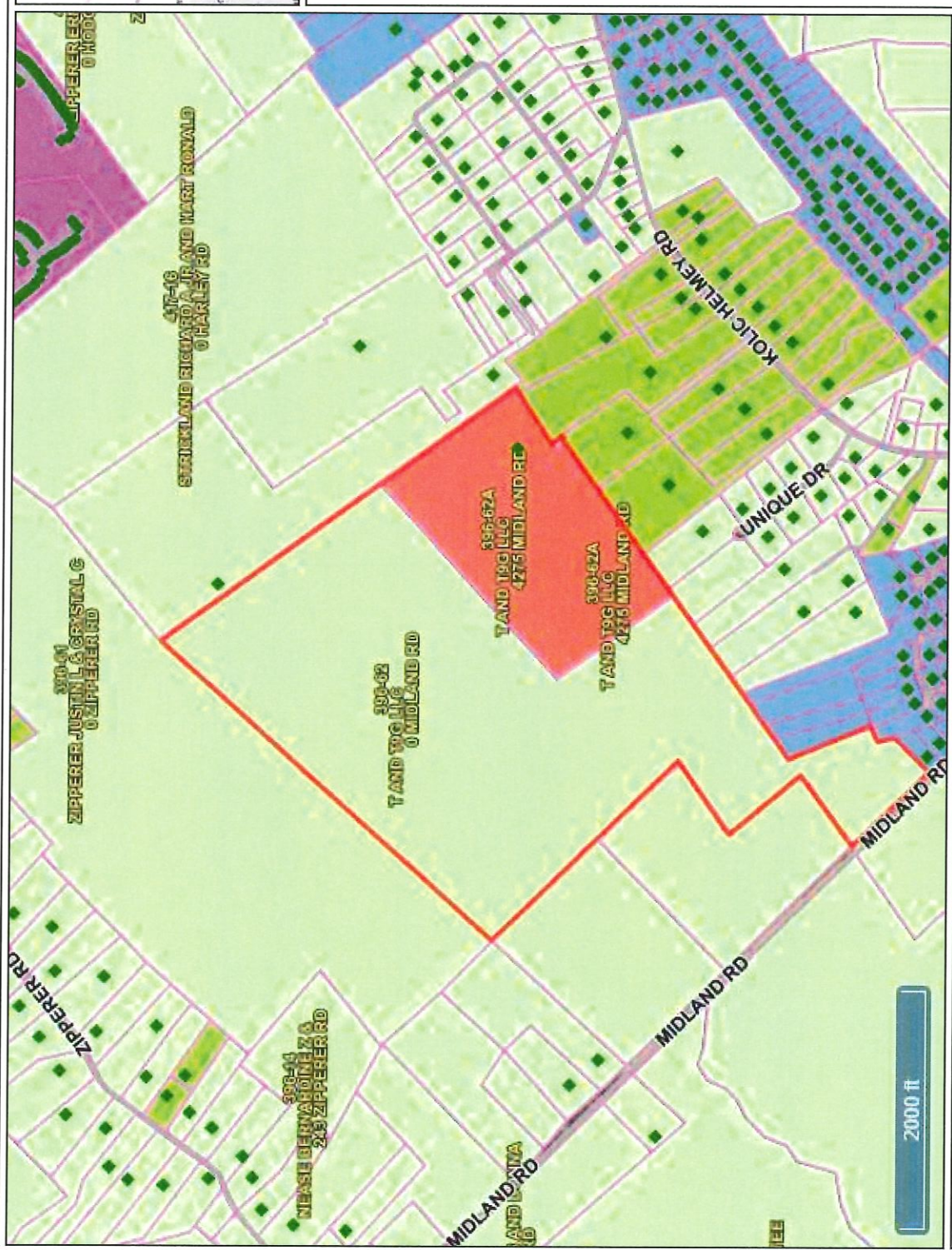
0 0.23 0.45 0.7 1.4 km

Item XV. 8.

396-62&62A



396-62&62A



- Legend**
- Address Points
 - Tax Parcels With Labels
 - Zoning
 - AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-5
 - R-6
 - B-1
 - B-2
 - B-3
 - I-1
 - FH
 - CP
 - PD
 - Other
 - Road Names
 - Road Centerlines

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Bryant Ligon, BRD Land and Investment, GP – (Map # 396 Parcels # 62&62A)** from **AR-1 & I-1** to **R-5 & R-3** zoning.

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- ☒ No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- ☒ No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Deny

9.5

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—

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

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



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- DB
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APPROVAL _____

DISAPPROVAL X

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single point of access

Staff Report**Subject:** 2nd Reading Zoning Map Amendment**Author:** Katie Dunnigan, Zoning Manager**Department:** Development Services**Meeting Date:** March 07, 2023**Item Description:** **Bryant Ligon, BRD Land and Investment, GP** as Agent for **T and T 9G, LLC** requests to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, to allow for a 549 unit single family and multi-family residential development. Located on Midland Road. **Map# 396 Parcels# 62, 62A****Summary Recommendation**

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- Amenities will include activity fields, pool area, and pocket parks throughout the development. There will be a minimum 15' vegetative buffer around the perimeter of the development.
- Proposed paving width: 28'. The development includes road stub-outs to adjacent parcels on the north and east property boundaries. A single entrance to Midland Rd is proposed.
- At the November 28 pre-application meeting, and in follow up emails, staff provided input on requirements for open space, access management, and utilities. We met again on February 6 to discuss utilities and access management.
- Portions of these parcels are in flood zone A. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The scale of the proposed development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3904); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and is completing a report of findings.
- The project is not consistent with the regional future land use map, which designates the area as rural. According to the regional plan, rural areas are not expected to urbanize or require urban services in the next 20 years.
- The project is not consistent with the county Future Land Use map. The area is designated for Agriculture, which includes uses such as farming, livestock, timber harvesting, or recreation.
 - At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for denial.
 - The motion was seconded by Mr. Peter Higgins, and carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**, with the following conditions:
1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
 3. A Sketch Plan must be approved before site development plans are submitted.
 4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
 6. All wetland impacts must be approved and permitted by USACE
 7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- 2. Deny** the request to **rezone** 288.36 acres from **AR-1 & I-1** to **R-3 & R-5**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
396-62&62A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
396-62&62A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, BRYANT LIGON, BRD LAND AND INVESTMENT, GP has filed an application to rezone two hundred eighty-eight and thirty-six hundredths (288.36) +/- acres; from AR-1 & I-1 to R-5 & R-3 to allow for a residential subdivision; map and parcel number 396-62&62A, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on February 1, 2023; and

IT IS HEREBY ORDAINED THAT two hundred eighty-eight and thirty-six hundredths (288.36) +/- acres; map and parcel number 396-62&62A, located in the 2nd commissioner district is rezoned from AR-1 & I-1 to R-5 & R-3, with the following conditions:

1. A subdivision and recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 and R-5 zoning districts.
3. A Sketch Plan must be approved before site development plans are submitted.
4. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. A CLOMR application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
6. All wetland impacts must be approved and permitted by USACE
7. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to Effingham County Traffic Study Requirements, and the entrance shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fifth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: **David D. Smith** as Agent for **Claude M. & Elizabeth E. Kicklighter** request to **rezone** .343 acres from **R-3** to **B-3** to allow for combination with an adjacent parcel. **Map#478 Parcel# 2C01**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a request to **rezone** .343 acres from **R-3** to **B-3**, 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.
- 59.26 acres of the Old Augusta Road frontage of the parent parcel was rezoned to B-3 on 11/07/2006.
- 32 acres of the parent parcel was rezoned to R-3 on 02/20/2018.
- A sketch plan for the development of a Parker's fueling station and convenience store in a B-3 parcel was approved on 12/6/2022.
- The approved sketch plan shows access to Old Augusta Rd via Moultrie Drive on the .343-acre portion of LEO at the Sanctuary property, which is zoned R-3.
- The applicant intended to access Old Augusta Rd via Moultrie Drive, pursuant to an access easement agreement (recorded on 07/17/2019) between Kicklighter and Jasper Village.
- Rezoning and subsequent combination of the .343 acres with the existing B-3 acreage (Parker's site) will allow unified platting and zoning for the totality of the B-3 development.
 - At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 1. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 2. The lot shall meet the requirements of the B-3 zoning district.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** .343 acres from **R-3** to **B-3**, with the following conditions:
 1. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 2. The lot shall meet the requirements of the B-3 zoning district.
2. **Deny** the request to **rezone** .343 acres from **R-3** to **B-3**.

Recommended Alternative: 1

Department Review: Development Services

- Attachments:**
1. Rezoning application and checklist
 2. Ownership certificate/authorization
 3. Plat

Other Alternatives: 2

FUNDING: N/A

4. Deed
5. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 06/21/2022Applicant/Agent: David D. SmithApplicant Email Address: david.smith@kimley-horn.comPhone # 912-226-2607Applicant Mailing Address: 554 EAST GORDON STREETCity: SAVANNAH State: GA Zip Code: 31401Property Owner, if different from above: KICKLIGHTER CLAUDE M AND ELIZABETH E AS CO TRUSTEES
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: 1606 CRESTWOOD LANECity: MC LEAN State: VA Zip Code: 22101Property Location: Southeast quadrant of intersection of Old Augusta Road and Moultrie DriveProposed Road Access: Full access onto Moultrie DrivePresent Zoning of Property: R-3 Proposed Zoning: B-3~~A portion of~~
Tax Map-Parcel # 478-2C01 Total Acres: 30.25 Acres to be Rezoned: 0.343Lot Characteristics: undeveloped lot with no existing road access**WATER**N/A Private Well☒ Public Water SystemIf public, name of supplier: Effingham County Utilities**SEWER**N/A Private Septic System☒ Public Sewer SystemJustification for Rezoning Amendment: Rezone parcel to suit proposed use per discussion with Effingham County

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

North R-3 South B-3 East R-3 West County R/W

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

Currently, the site is undeveloped.

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

Currently, the site is undeveloped and does not appear to have any economic use

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

Proposed use for the land will be access from Moultrie Drive to the adjacent B-3 zoned parcel to the south a proposed commercial development on parcel number 478-2B.

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

Property to the north of the land proposed to be rezoned is currently zoned R-3 with existing Moultrie Drive Right of way; a residential property exists south west of the property currently zoned R-3, south of the property is a proposed commercial development currently zoned B-3

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Proposed use for the land to provide access for commercial development south of the property through the property onto Moultrie Drive; per discussions with Effingham County Zoning Department

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Based on preliminary design considerations, the proposed use will not incur any excessive or burdensome use of any existing public infrastructure of facilities.

Applicant Signature:

David Smith

Date

01/23/2023

DOC# 005878
 FILED IN OFFICE
 7/17/2019 02:19 PM
 BK:2535 PG:47-54
 ELIZABETH Z. HURSEY
 CLERK OF SUPERIOR COURT
 EFFINGHAM COUNTY

AFTER RECORDING PLEASE RETURN TO:
 Hull Barrett, P.C.
 7004 Evans Town Center Blvd., 3rd Floor
 Evans, GA 30809
 File No: 8594-4519

STATE OF GEORGIA)
)
 COUNTY OF EFFINGHAM)

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made and entered into this 17th day of June, 2019, between Jasper Village, LLC ("Jasper"), and Claude M. Kicklighter and Elizabeth E. Kicklighter, as Co-Trustees of The Claude M. Kicklighter Revocable Trust dated February 9, 2015, and Elizabeth E. Kicklighter and Claude M. Kicklighter, as Co-Trustees of The Elizabeth E. Kicklighter Revocable Trust dated February 9, 2015 (collectively "Kicklighter").

RECITALS:

A. Kicklighter owns that property (the "Kicklighter Property") located in Effingham County, Georgia, as described and shown as "Tract 3-A" and "Tract 3-B" on the attached Exhibit "A".

B. Jasper owns that property (the "Jasper Property") located in Effingham County, Georgia, as described and shown as "Moultrie Drive" on the attached Exhibit "A".

C. Jasper desires to grant to Kicklighter, their successors, assigns, tenants, employees, customers, and invitees, a perpetual, non-exclusive access easement over the Jasper Property for vehicular and pedestrian ingress and egress, but not parking, to and from the Kicklighter Property and Old Augusta Road (the "Jasper Easement"). The intent of the granting of the Jasper Easement is to give the Kicklighter Property access to, and use of, the Jasper Easement for ingress and egress to Old Augusta Road.

D. Kicklighter desires to grant to Jasper, their assigns, employees, contractors, and invitees, a perpetual, non-exclusive easement over the northern corner of Tract 3-B of the Kicklighter Property at the intersection of Old Augusta Road and Moultrie Drive; said easement area being specifically limited to that portion of said corner located between the road right-of-way and the 35' building setback line (the "Kicklighter Easement Property") for the limited purpose of allowing Jasper to install and maintain the entrance way landscaping and fencing on the Kicklighter Property as set forth herein (the "Kicklighter Easement"). The parties hereby acknowledge and agree that all fencing and landscaping shall be located within the area located between the road right-of-way and the 35' building setback line applicable to the Kicklighter Property.

NOW, THEREFORE for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recital paragraphs above are incorporated into this Agreement as if rewritten in their entirety below.

2. Grant of Access Easement. Jasper hereby grants, sells, transfers, and conveys to Kicklighter the Jasper Easement as described above over the Jasper Property for the benefit of the owners of the Kicklighter Property, their successors, assigns, tenants, employees, customers, and invitees. The parties hereby acknowledge that Kicklighter intends to install a paved road extending from the Southwestern right-of-way line of Moultrie Drive across Tract 3-B of the Kicklighter Property to Tract 3-A of the Kicklighter Property (the "Kicklighter Access Road") for the purpose of providing ingress and egress to and from the Kicklighter Property and Old Augusta Road via Moultrie Drive. Jasper hereby grants Kicklighter the right to connect the Kicklighter Access Road to Moultrie Drive and the Jasper Property. All costs and expenses for constructing the Kicklighter Access Road and connecting the Kicklighter Access Road to Moultrie Drive shall be paid by Kicklighter, and Jasper shall have no obligation to contribute to the cost of constructing or maintaining the Kicklighter Access Road.

3. Grant of Landscaping and Maintenance Easement. Kicklighter hereby grants, sells, transfers, and conveys to Jasper the Kicklighter Easement as described above over the Kicklighter Easement Property for the benefit of the owners of the Jasper Property. Jasper agrees to provide Kicklighter with a design plan for the entrance fencing and landscaping to be installed within the Kicklighter Easement (the "Design Plan") for review and approval prior to the installation thereof. Kicklighter shall have fifteen (15) days from the receipt of the Design Plan to approve or disapprove such plan. If Kicklighter does not approve the Design Plan, the parties shall promptly meet to review and discuss revisions to the Design Plan, and the parties agree to negotiate in good faith toward the adoption of a revised Design Plan acceptable to both parties.

4. Maintenance Agreement. In consideration for the grant of the above referenced Kicklighter Easement, Jasper hereby agrees to install and maintain, no later than twelve (12) months from the execution hereof, a properly engineered and paved roadway over and across the Jasper Easement (to be constructed to standard paved road specifications for public roads as required by Effingham County, Georgia, with the addition of a reinforced roadway sub-bed of the following specifications: subgrade with soil-cement treatment - 7.5" of Graded Aggregate Base (Crusher Run) - 1.5" of asphalt), as well as the

"entrance way" landscaping and fencing to be located on both the Jasper Property and the Kicklighter Property. All costs and expenses for constructing, maintaining and landscaping the above road within the Jasper Easement and the related entrance of said road onto Old Augusta Road (including the landscaping within the Kicklighter Easement) shall be paid by Jasper, and Kicklighter shall have no obligation to contribute to the cost of constructing, maintaining or landscaping said road or the related entrance.

Jasper reserves the right to dedicate the Jasper Property, or any portion thereof, to the public authorities if they will accept the same. In the event that Jasper, or any party required to maintain or repair the Jasper Property, fails to reasonably maintain or repair such improvements (after written notice and a reasonable opportunity to undertake such maintenance or repairs), any owner of the Kicklighter Property may undertake such maintenance and repairs (and is hereby granted a license to enter upon any portion of the Jasper Property necessary to complete such maintenance or repairs). In such event, the party making such maintenance or repairs shall be entitled to be reimbursed by Jasper for the reasonable costs thereof.

All notices required herein shall be mailed via certified mail and/or overnight delivery, return receipt requested, to the address of the then current property owner as maintained by the Effingham County, Georgia Tax Assessor's Office.

5. Successors and Assigns. The easements and agreements set forth above shall be binding upon and run to the benefit of the parties hereto, the successors, assigns, invitees, and guests of such parties and shall run with the land, or any portion thereof. It is the express intent of the parties hereto that the easements granted herein shall not, at any time, merge by operation of law into any owner's title or interest in any parcel, but that the easements granted herein shall remain separate and distinct rights and estates in land, unless the owner(s) of all affected parcels specifically evidence their intent by mutual agreement in writing to extinguish any such easement. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which easements shall remain separate and distinct and estates in land.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Jasper has hereunto caused this instrument to be executed under seal
as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

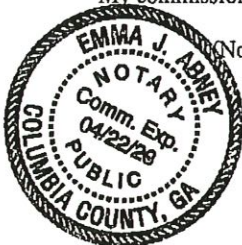
Unofficial Witness

Johnny Aley

Sworn to and subscribed before me
this 17th day of June, 2019.

NOTARY PUBLIC

My commission expires:



(Notarial Seal)

Jasper Village, LLC.

By: [Signature] (L.S.)

Name: Wayne K. Millar

As Its: Manager

IN WITNESS WHEREOF, Kicklighter has hereunto caused this instrument to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

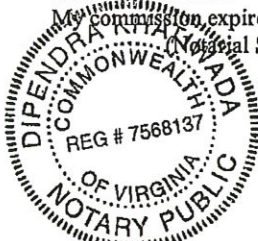
Unofficial Witness

Dipendra Khatiwada

Sworn to and subscribed before me this 16th day of June, 2019.

NOTARY PUBLIC

My commission expires: 12/31/2021
(Notarial Seal)



Signed, sealed and delivered in the presence of:

Unofficial Witness

Dipendra Khatiwada

Sworn to and subscribed before me this 16th day of June, 2019.

NOTARY PUBLIC

My commission expires: 12/31/2021
(Notarial Seal)



Claude M. Kicklighter and Elizabeth E. Kicklighter,
as Co-Trustees of The Claude M. Kicklighter
Revocable Trust dated February 9, 2015

By: *Claude M. Kicklighter* (L.S.)

Name: Claude M. Kicklighter
As Its: Trustee

By: *Elizabeth E. Kicklighter* (L.S.)

Name: Elizabeth E. Kicklighter
As Its: Trustee

Elizabeth E. Kicklighter and Claude M. Kicklighter,
as Co-Trustees of The Elizabeth E. Kicklighter
Revocable Trust dated February 9, 2015

By: *Elizabeth E. Kicklighter* (L.S.)

Name: Elizabeth E. Kicklighter
As Its: Trustee

By: *Claude M. Kicklighter* (L.S.)

Name: Claude M. Kicklighter
As Its: Trustee

Exhibit "A"

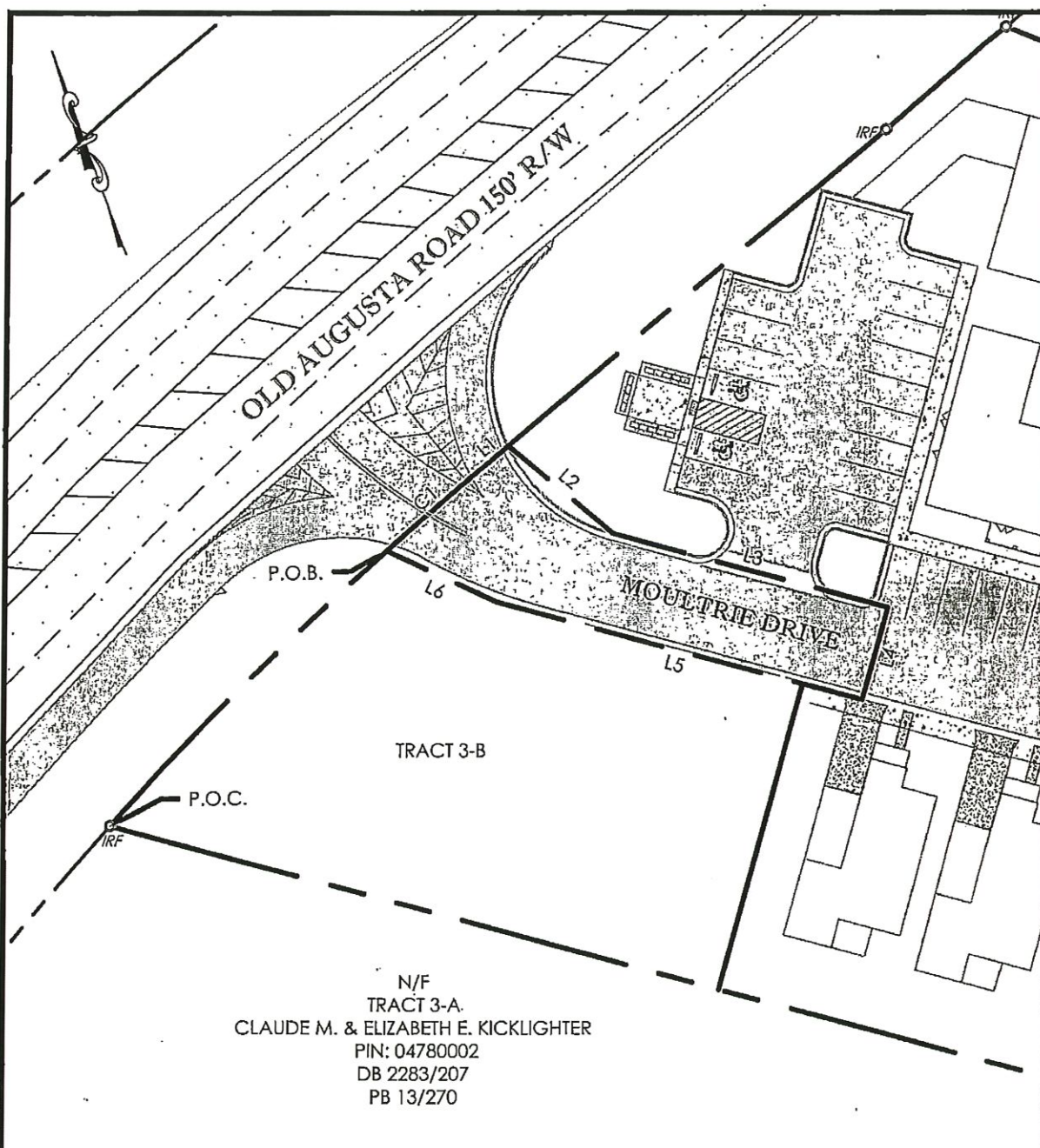
All that tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County Georgia, known as Tract 3-B, containing approximately 30.252 acres on a plat thereof prepared by Kern & Co., LLC, dated May 29, 2019, and recorded on June 25, 2019, in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Bk 28, Page 597; reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Tax Map and Parcel No.: portion of 04780-002-000

LESS AND EXCEPT:

All that certain tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia containing 0.343 acres, more or less, and being more particularly described as follows: From an IRF located on the southern right-of-way of Old Augusta Road at the common property line between Tract 3-A and Tract 3-B, **Said point being the Point of Beginning, from the point of beginning**, proceed along a curve turning to the right through an angle of $6^{\circ} 06' 25''$, having a radius of 1070.92 feet, and whose long chord bears North $65^{\circ} 56' 20''$ East for a distance of 114.09 feet to a point on a curve; thence proceed South $44^{\circ} 16' 40''$ East for a distance of 35.54 feet to a point, thence proceed South $54^{\circ} 06' 41''$ East for a distance of 93.20 feet to a point; thence proceed South $35^{\circ} 58' 58''$ West for a distance of 92.99 feet to a point; thence proceed North $54^{\circ} 01' 02''$ West for a distance of 185.19 feet to a point, **said point being the Point of Beginning**. Said tract containing 14,948 S.F. or 0.343 acres.

Said 0.343 acre parcel is more particularly shown and delineated on that certain exhibit entitled "EXHIBIT - 0.343 ACRE PORTION OF TRACT 3-B", prepared by Kern & Co., LLC, dated June 6, 2019.



P.O. BOX 1749
RINCON, GA 31326
PH: (912) 667-2667
E-MAIL: tallen@allenengineering.org

ACCESS EASEMENT EXHIBIT JASPER VILLAGE

9TH G.M. DISTRICT
EFFINGHAM COUNTY, GEORGIA
Prepared for:
NEXT CHAPTER HOLDINGS, LLC

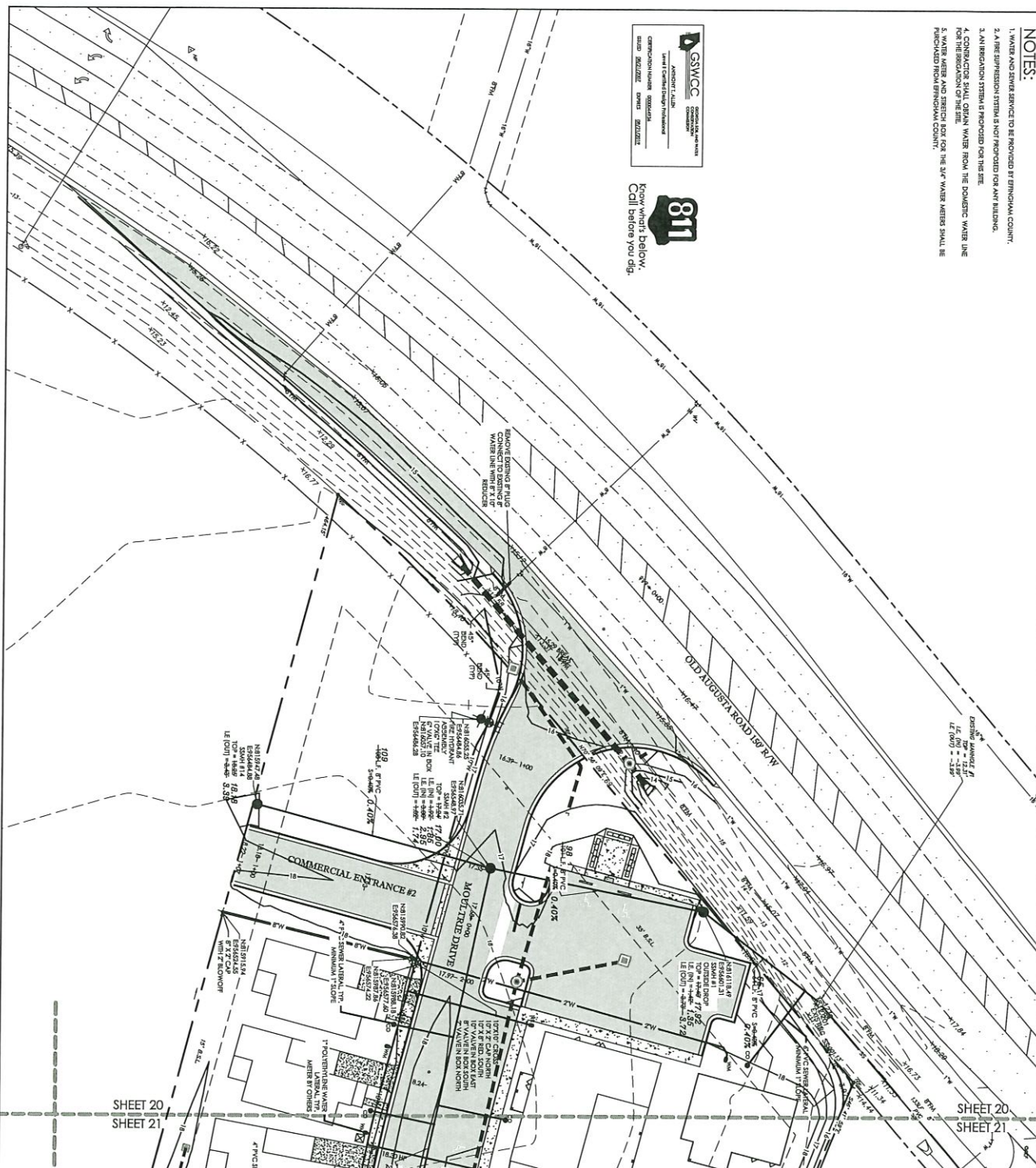
PROJECT NO.:	18-002
DRAWN BY:	ATA
DESIGNED BY:	ATA
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	ATA
SCALE:	1" = 40'
DATE:	5/30/2019

NOTES:

- 1. WATER AND SEWER SERVICE TO BE PROVIDED BY BRIMCORN COUNTY.
- 2. A FIRE SUPPRESSION SYSTEM IS NOT PROPOSED FOR ANY BUILDING.
- 3. AN IRRIGATION SYSTEM IS PROPOSED FOR THIS SITE.
- 4. CONSTRUCTION SHALL OCCUR WITHIN THE PROPOSED WATER LINE FOR THE PROTECTION OF THE SITE.
- 5. WATER MAINS AND SEWER MAINS FOR THE SITE WATER MAINS SHALL BE PURCHASED FROM BRIMCORN COUNTY.

GSNCC
GEOGRAPHIC SURVEILLANCE
NATIONAL CENTER FOR
SPATIAL DATA
10000 W. 100th Ave.
Suite 100
Denver, CO 80231
Tel: 303.733.1000
Fax: 303.733.1001
www.gsncc.com

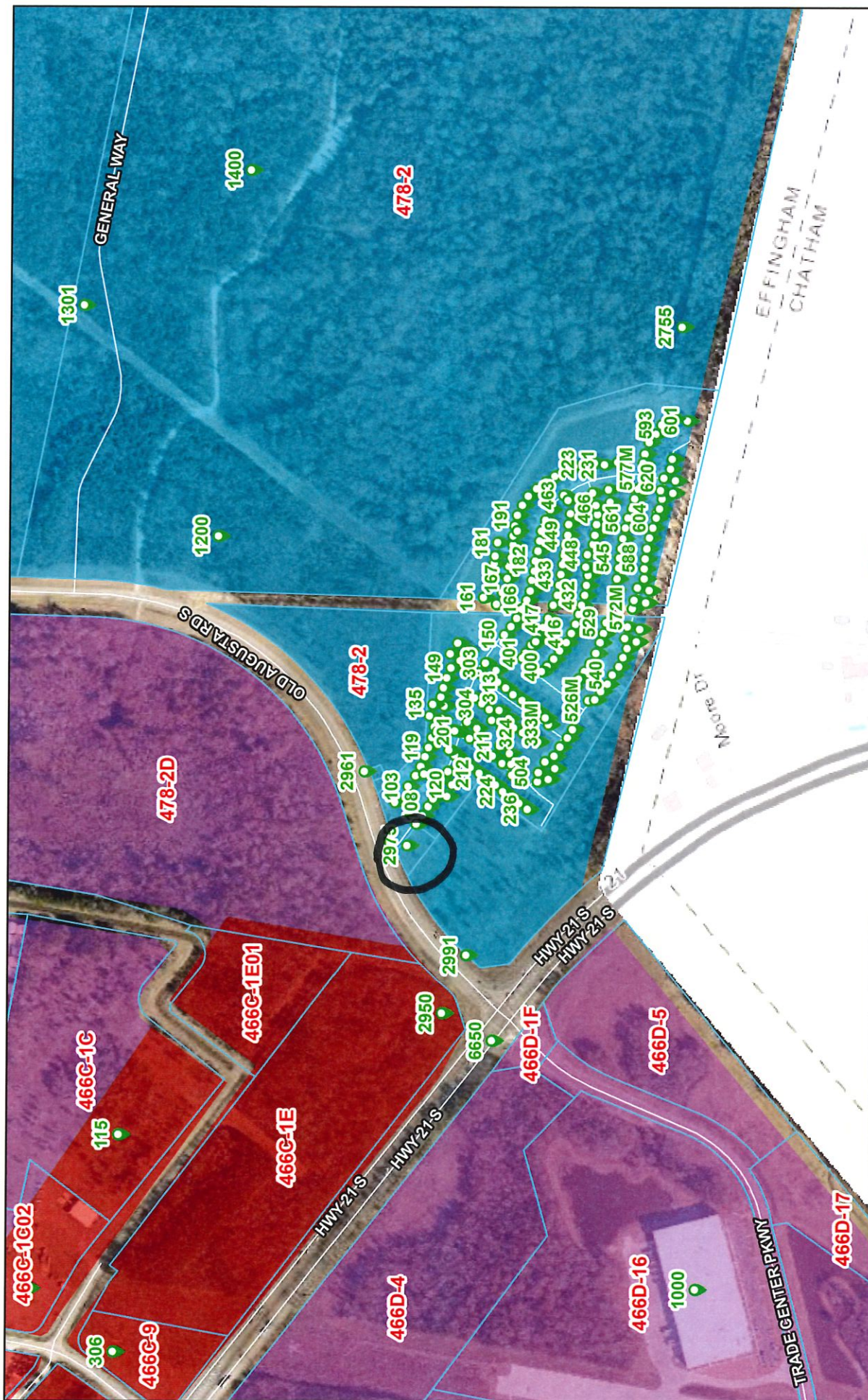
811
Know what's below.
Call before you dig.



RECORD DRAWINGS
FIELD VERIFIED 04/27/21
Anthony T. Allen, PE #032181
KEY MAP

SHEET NUMBER 20 OF 78		JASPER VILLAGE PREPARED FOR NEXT CHAPTER HOLDINGS, LLC UTILITY PLAN		DESIGNED: ATA DRAWN: ATA CHECKED: RCB DATE: 05/21/2021 JOB NO.: 18-002 SCALE: 1"=20'		REVISED NUMBER: 1 DATE: 05/21/2021		allen ENGINEERING SERVICES P.O. BOX 1749 RINCON, GA 31526 TEL: (912) 847-2647 E-MAIL: talen@allenengineering.com			
------------------------------------	--	--	--	---	--	--	--	--	--	--	--

478-2C01



2/17/2023

Address Points	Roads	Industrial	Efn_fin_cache
Tax Parcel Labels	Future Land Use - Plan Date 10/1/2019	Public/Institutional	Red: Band_1
Tax Parcels	Commercial	Transportation/Utilities	Green: Band_2

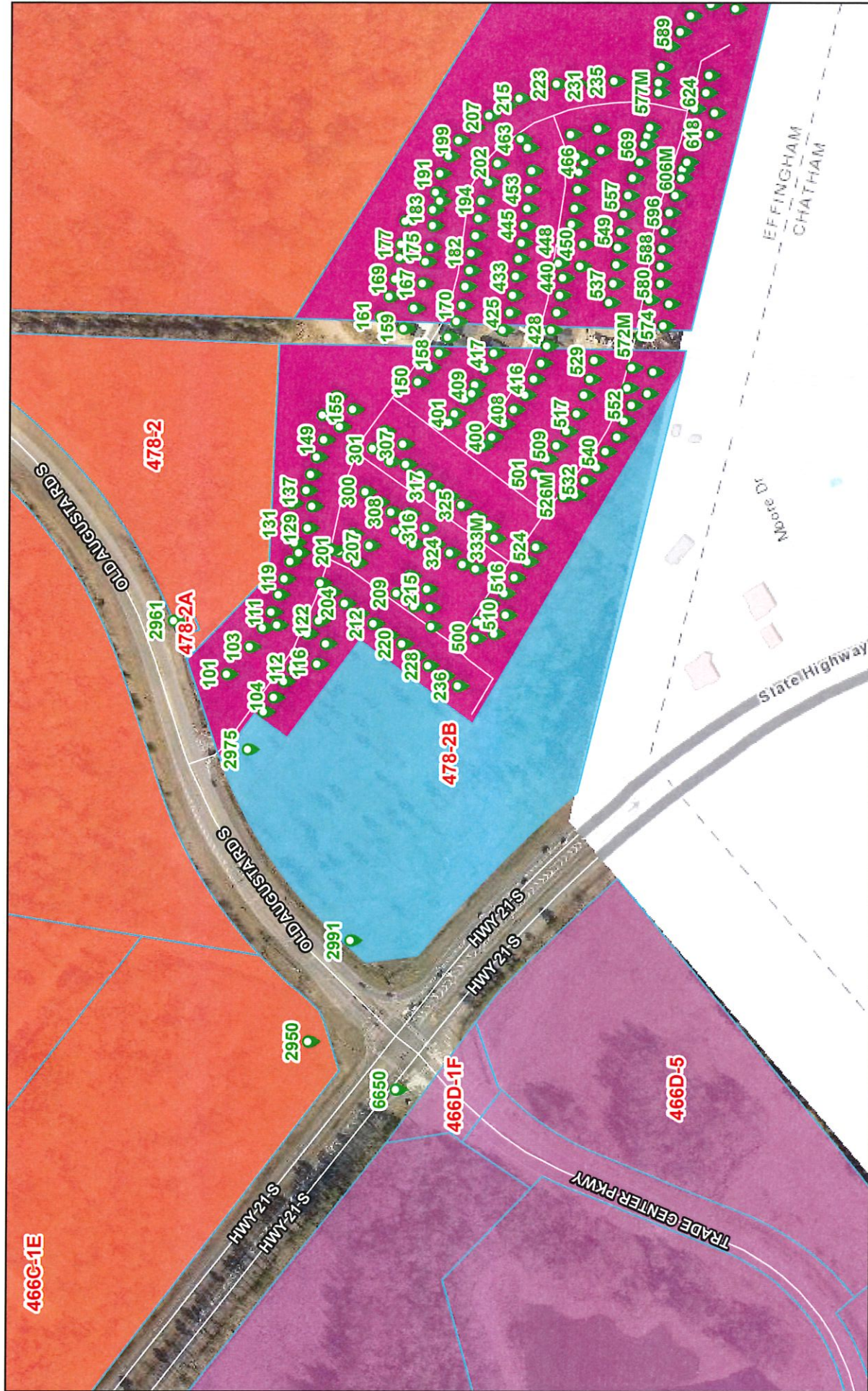
1:7,899

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

478-C01



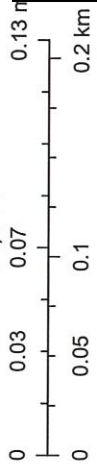
478-C01



2/2/2023

- Address Points
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
- I-1
- R-3
- B-3
- PD
- Roads
- Efn_fin_cache
- Red: Band_1
- Green: Band_2

1:4,514



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

Item XV. 10.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ~~_____~~

DISAPPROVAL _____

Of the rezoning request by applicant **David D. Smith as Agent for Kicklighter Claude M & Elizabeth E as Co Trustees– (Map # 478 Parcels # 2C01)** from **R-3** to **B-3** zoning.

- Yes ☒ No ☐ 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ☐ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ☐ 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ☐ 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ☐ 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL REH

DISAPPROVAL _____

Of the rezoning request by applicant **David D. Smith as Agent for Kicklighter Claude M & Elizabeth E as Co Trustees– (Map # 478 Parcels # 2C01)** from **R-3** to **B-3** zoning.

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

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

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

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

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

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

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

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

REH

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **David D. Smith as Agent for Kicklighter Claude M & Elizabeth E as Co Trustees– (Map # 478 Parcels # 2C01)** from **R-3** to **B-3** zoning.

DB

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL *[Signature]*

DISAPPROVAL _____

Of the rezoning request by applicant **David D. Smith as Agent for Kicklighter Claude M & Elizabeth E as Co Trustees– (Map # 478 Parcels # 2C01)** from **R-3** to **B-3** zoning.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: March 07, 2023
Item Description: David D. Smith as Agent for Claude M. & Elizabeth E. Kicklighter request to **rezone** .343 acres from **R-3** to **B-3** to allow for combination with an adjacent parcel. **Map#478 Parcel# 2C01**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a request to **rezone** .343 acres from **R-3** to **B-3**, 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.
- 59.26 acres of the Old Augusta Road frontage of the parent parcel was rezoned to B-3 on 11/07/2006.
- 32 acres of the parent parcel was rezoned to R-3 on 02/20/2018.
- A sketch plan for the development of a Parker's fueling station and convenience store in a B-3 parcel was approved on 12/6/2022.
- The approved sketch plan shows access to Old Augusta Rd via Moultrie Drive on the .343-acre portion of LEO at the Sanctuary property, which is zoned R-3.
- The applicant intended to access Old Augusta Rd via Moultrie Drive, pursuant to an access easement agreement (recorded on 07/17/2019) between Kicklighter and Jasper Village.
- Rezoning and subsequent combination of the .343 acres with the existing B-3 acreage (Parker's site) will allow unified platting and zoning for the totality of the B-3 development.
 - At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
 1. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 2. The lot shall meet the requirements of the B-3 zoning district.
 - The motion was seconded by Mr. Ryan Thompson, and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** .343 acres from **R-3** to **B-3**, with the following conditions:
 1. Recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
 2. The lot shall meet the requirements of the B-3 zoning district.
2. **Deny** the request to **rezone** .343 acres from **R-3** to **B-3**.

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.
478-C01

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
478-C01

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, DAVID D. SMITH AS AGENT FOR KICKLIGHTER, CLAUDE M & ELIZABETH E AS CO TRUSTEES has filed an application to rezone three hundred and forty-three thousandths (.343) +/- acres; from R-3 to B-3 to allow for a combination with an adjacent parcel; map and parcel number 478-C01, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on February 1, 2023; and

IT IS HEREBY ORDAINED THAT three hundred and forty-three thousandths (.343) +/- acres; map and parcel number 478-2C01, located in the 5th commissioner district is rezoned from R-3 to B-3, with the following conditions:

1. Recombination plat must be approved by Development Services, and recorded, before the rezoning can take effect.
2. The lot shall meet the requirements of the B-3 zoning district.

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