

1. June 15, 2021 Meeting Agenda

Documents:

[0-06152021 AGENDA.PDF](#)

2. June 15, 2021 Agenda Material

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS (TENTATIVE) MEETING AGENDA

*Effingham County Administrative Complex
601 North Laurel Street, Springfield GA 31329*

June 15, 2021– 5:00 PM

Also aired via Zoom Meeting

<https://zoom.us/j/98715219287?pwd=ZHBJOFRmVXJZak0vakJVbXN6L3lTZz09>

Meeting ID: 987 1521 9287

Dial 1-929-436-2866 Access Code – 901128



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."

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Items of Business	Action Requested of Commissioners	Previous Action of Commissioners	Action Taken
I Call to Order	5:00 p.m.		
II Invocation			
III Pledge to the American Flag			
IV Agenda Approval	Consideration of a Resolution to approve the agenda		
V Minutes	Consideration to approve the June 1, 2021 work session minutes and the regular Commission Meeting minutes		
VI Public Comments	Comments shall pertain to agenda items only, you must speak clearly into the microphone and state your full name for the record		
VII Correspondence	Documents from this meeting are located in the Clerk's office and on the Board of Commissioner's website		
VIII Appearance	Robert Hunter – 5:05 pm		
IX Consent Agenda			
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XV Planning Board	6:00 pm		
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05 Public Hearing 2021-319	The Planning Board recommends denying an application by Kent Elmore as agent for Millen Timber Company for a Variance located on Midland Road to eliminate the sidewalk requirement for Meadows at Midland subdivision Map# 324 Parcel# 115B in the First District		
06 Second Reading 2021-320	Consideration to approve the Second Reading of an application by Kent Elmore as agent for Millen Timber Company for a Variance located on Midland Road to eliminate the sidewalk requirement for Meadows at Midland subdivision Map# 324 Parcel# 115B in the First District		
07 Public Hearing 2021-321	The Planning Board recommends approving an application by Ed Garvin as agent for Martha Sloan & the estate of James Allen to rezone 4.85 acres out of 112.42 acres located at 2361 US Hwy 80 from AR-1 to AR-2 to allow for division of the parcel Map# 354 Parcel# 21 in the First District		
08 Second Reading 2021-322	Consideration to approve the Second Reading of an application by Ed Garvin as agent for Martha Sloan & the estate of James Allen to rezone 4.85 acres out of 112.42 acres located at 2361 US Hwy 80 from AR-1 to AR-2 to allow for division of the parcel Map# 354 Parcel# 21 in the First District		
09 Public Hearing 2021-323	The Planning Board recommends approving an application by Bryan K. Davis as agent for the Estate of Ida R. Hagin to rezone 6.75 acres located at 3135 US Hwy 80 from AR-1 to R-1 & B-3 to allow for residential and commercial uses Map# 378 Parcel# 13 in the First District		
10 Second Reading 2021-324	Consideration to approve the Second Reading of an application by Bryan K. Davis as agent for the		

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	Estate of Ida R. Hagin to rezone 6.75 acres located at 3135 US Hwy 80 from AR-1 to R-1 & B-3 to allow for residential and commercial uses Map# 378 Parcel# 13 in the First District		
11 Public Hearing 2021-325	The Planning Board recommends approving an application by Christopher Moon to rezone 2.22 acres located at 120 Nease Road from AR-1 to B-1 to allow for the development of a mini-storage and RV/boat parking facility Map# 396 Parcel# 19 in the First District		
12 Second Reading 2021-326	Consideration to approve the Second Reading of an application by Christopher Moon to rezone 2.22 acres located at 120 Nease Road from AR-1 to B-1 to allow for the development of a mini-storage and RV/boat parking facility Map# 396 Parcel# 19 in the First District		
13 Public Hearing 2021-327	The Planning Board recommends approving an application by Valerie Nessmith to rezone 3.497 acres out of 7.04 acres located at 380 Griffin Lake Road from AR-1 to AR-2 to allow for the division and recombination of the parcel Map# 235 Parcel# 5 in the Third District		
14 Second Reading 2021-328	Consideration to approve the Second Reading of an application by Valerie Nessmith to rezone 3.497 acres out of 7.04 acres located at 380 Griffin Lake Road from AR-1 to AR-2 to allow for the division and recombination of the parcel Map# 235 Parcel# 5 in the Third District		
15 Public Hearing 2021-329	The Planning Board recommends approving an application by Neil McKenzie as agent for Lonadine Webb for a Sketch Plan located on Hwy 119 South for the Webb Tract Subdivision consisting of 283 lots Map# 344 Parcel# 26 in the Third District		
16 Public Hearing 2021-330	The Planning Board recommends approving an application by Joseph Dyches as agent for PEFKOS Land & Timber, LLC to rezone 0.90 acres located at 1445 Old Dixie Hwy from R-1 to AR-1 to be combined with an adjacent parcel Map# 364A Parcel# 36 in the Third District		
17 Second Reading 2021-331	Consideration to approve the Second Reading of an application by Joseph Dyches as agent for		

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	PEFKOS Land & Timber, LLC to rezone 0.90 acres located at 1445 Old Dixie Hwy from R-1 to AR-1 to be combined with an adjacent parcel Map# 364A Parcel# 36 in the Third District		
18 Public Hearing 2021-332	The Planning Board recommends approving an application by Joseph Dyches as agent for PEFKOS Land & Timber, LLC for a Variance located at 1445 Old Dixie Hwy to waive the 150' lot frontage required for an AR-1 zoned parcel Map#364A Parcel# 36 and Map# 364 Parcel# 31 in the Third District		
19 Second Reading 2021-333	Consideration to approve the Second Reading of an application by Joseph Dyches as agent for PEFKOS Land & Timber, LLC for a Variance located at 1445 Old Dixie Hwy to waive the 150' lot frontage required for an AR-1 zoned parcel Map#364A Parcel# 36 and Map# 364 Parcel# 31 in the Third District		
20 Public Hearing 2021-334	The Planning Board recommends approving an application by Jason & Nicole Rahn to rezone 39.65 acres out of 257.38 acres located on Indigo Road from AR-1 to I-1 for a surface mine Map# 425 Parcel# 26, 27, 27A in the Third District		
21 Second Reading 2021-335	Consideration to approve the Second Reading of an application by Jason & Nicole Rahn to rezone 39.65 acres out of 257.38 acres located on Indigo Road from AR-1 to I-1 for a surface mine Map# 425 Parcel# 26, 27, 27A in the Third District		
22 Public Hearing 2021-336	The Planning Board recommends approving an application by Larry Billeiter for a Rural Business conditional use on 10 acres located at 1285 Ralph Rahn Road to operate <i>The Patriot's Bunker</i> , a firearms sales business Map# 391 Parcel# 12C in the Fourth District		
23 Second Reading 2021-337	Consideration to approve the Second Reading of an application by Larry Billeiter for a Rural Business conditional use on 10 acres located at 1285 Ralph Rahn Road to operate <i>The Patriot's Bunker</i> , a firearms sales business Map# 391 Parcel# 12C in the Fourth District		

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24 Public Hearing 2021-338	The Planning Board recommends approving an application by James R. Gerbasi for a Rural Business conditional use located at 700 Race Path Road to operate <i>Gerbasi Signs & Apparel</i> , a printing business Map# 412 Parcel# 5A02 in the Fourth District		
25 Second Reading 2021-339	Consideration to approve the Second Reading of an application by James R. Gerbasi for a Rural Business conditional use located at 700 Race Path Road to operate <i>Gerbasi Signs & Apparel</i> , a printing business Map# 412 Parcel# 5A02 in the Fourth District		
26 Public Hearing 2021-340	The Planning Board recommends approving an application by Gale H. Waters, et al to rezone 4.90 acres located on Rincon Stillwell Road from AR-1 to AR-2 to bring the parcels into zoning compliance and allow for boundary adjustments Map# 462 Parcel# 44, 45, 46 in the Fifth District		
27 Second Reading 2021-341	Consideration to approve the Second Reading of an application by Gale H. Waters, et al to rezone 4.90 acres located on Rincon Stillwell Road from AR-1 to AR-2 to bring the parcels into zoning compliance and allow for boundary adjustments Map# 462 Parcel# 44, 45, 46 in the Fifth District		
28 Public Hearing 2021-342	The Planning Board recommends approving an application by Douglas Edwards as agent for Deland Properties, LLC to rezone 1.73 acres located at 169 & 183 Commercial Court from B-3 to I-1 to allow for increased use of existing commercial properties Map# 465D Parcel# 12, 13 in the Fifth District		
29 Second Reading 2021-343	Consideration to approve the Second Reading of an application by Douglas Edwards as agent for Deland Properties, LLC to rezone 1.73 acres located at 169 & 183 Commercial Court from B-3 to I-1 to allow for increased use of existing commercial properties Map# 465D Parcel# 12, 13 in the Fifth District		
XVI Adjournment			

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06 Second Reading 2021-320	Consideration to approve the Second Reading of an application by Kent Elmore as agent for Millen Timber Company for a Variance located on Midland Road to eliminate the sidewalk requirement for Meadows at Midland subdivision Map# 324 Parcel# 115B in the First District		
07 Public Hearing 2021-321	The Planning Board recommends approving an application by Ed Garvin as agent for Martha Sloan & the estate of James Allen to rezone 4.85 acres out of 112.42 acres located at 2361 US Hwy 80 from AR-1 to AR-2 to allow for division of the parcel Map# 354 Parcel# 21 in the First District		
08 Second Reading 2021-322	Consideration to approve the Second Reading of an application by Ed Garvin as agent for Martha Sloan & the estate of James Allen to rezone 4.85 acres out of 112.42 acres located at 2361 US Hwy 80 from AR-1 to AR-2 to allow for division of the parcel Map# 354 Parcel# 21 in the First District		
09 Public Hearing 2021-323	The Planning Board recommends approving an application by Bryan K. Davis as agent for the Estate of Ida R. Hagin to rezone 6.75 acres located at 3135 US Hwy 80 from AR-1 to R-1 & B-3 to allow for residential and commercial uses Map# 378 Parcel# 13 in the First District		
10 Second Reading 2021-324	Consideration to approve the Second Reading of an application by Bryan K. Davis as agent for the		

EFFINGHAM COUNTY BOARD OF COMMISSIONERS (TENTATIVE) MEETING AGENDA

*Effingham County Administrative Complex
601 North Laurel Street, Springfield GA 31329*

June 15, 2021– 5:00 PM

Also aired via Zoom Meeting

<https://zoom.us/j/98715219287?pwd=ZHBJOFRmVXJZak0vakJVbXN6L3lTZz09>

Meeting ID: 987 1521 9287

Dial 1-929-436-2866 Access Code – 901128

	Estate of Ida R. Hagin to rezone 6.75 acres located at 3135 US Hwy 80 from AR-1 to R-1 & B-3 to allow for residential and commercial uses Map# 378 Parcel# 13 in the First District		
11 Public Hearing 2021-325	The Planning Board recommends approving an application by Christopher Moon to rezone 2.22 acres located at 120 Nease Road from AR-1 to B-1 to allow for the development of a mini-storage and RV/boat parking facility Map# 396 Parcel# 19 in the First District		
12 Second Reading 2021-326	Consideration to approve the Second Reading of an application by Christopher Moon to rezone 2.22 acres located at 120 Nease Road from AR-1 to B-1 to allow for the development of a mini-storage and RV/boat parking facility Map# 396 Parcel# 19 in the First District		
13 Public Hearing 2021-327	The Planning Board recommends approving an application by Valerie Nessmith to rezone 3.497 acres out of 7.04 acres located at 380 Griffin Lake Road from AR-1 to AR-2 to allow for the division and recombination of the parcel Map# 235 Parcel# 5 in the Third District		
14 Second Reading 2021-328	Consideration to approve the Second Reading of an application by Valerie Nessmith to rezone 3.497 acres out of 7.04 acres located at 380 Griffin Lake Road from AR-1 to AR-2 to allow for the division and recombination of the parcel Map# 235 Parcel# 5 in the Third District		
15 Public Hearing 2021-329	The Planning Board recommends approving an application by Neil McKenzie as agent for Lonadine Webb for a Sketch Plan located on Hwy 119 South for the Webb Tract Subdivision consisting of 283 lots Map# 344 Parcel# 26 in the Third District		
16 Public Hearing 2021-330	The Planning Board recommends approving an application by Joseph Dyches as agent for PEFKOS Land & Timber, LLC to rezone 0.90 acres located at 1445 Old Dixie Hwy from R-1 to AR-1 to be combined with an adjacent parcel Map# 364A Parcel# 36 in the Third District		
17 Second Reading 2021-331	Consideration to approve the Second Reading of an application by Joseph Dyches as agent for		

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	PEFKOS Land & Timber, LLC to rezone 0.90 acres located at 1445 Old Dixie Hwy from R-1 to AR-1 to be combined with an adjacent parcel Map# 364A Parcel# 36 in the Third District		
18 Public Hearing 2021-332	The Planning Board recommends approving an application by Joseph Dyches as agent for PEFKOS Land & Timber, LLC for a Variance located at 1445 Old Dixie Hwy to waive the 150' lot frontage required for an AR-1 zoned parcel Map#364A Parcel# 36 and Map# 364 Parcel# 31 in the Third District		
19 Second Reading 2021-333	Consideration to approve the Second Reading of an application by Joseph Dyches as agent for PEFKOS Land & Timber, LLC for a Variance located at 1445 Old Dixie Hwy to waive the 150' lot frontage required for an AR-1 zoned parcel Map#364A Parcel# 36 and Map# 364 Parcel# 31 in the Third District		
20 Public Hearing 2021-334	The Planning Board recommends approving an application by Jason & Nicole Rahn to rezone 39.65 acres out of 257.38 acres located on Indigo Road from AR-1 to I-1 for a surface mine Map# 425 Parcel# 26, 27, 27A in the Third District		
21 Second Reading 2021-335	Consideration to approve the Second Reading of an application by Jason & Nicole Rahn to rezone 39.65 acres out of 257.38 acres located on Indigo Road from AR-1 to I-1 for a surface mine Map# 425 Parcel# 26, 27, 27A in the Third District		
22 Public Hearing 2021-336	The Planning Board recommends approving an application by Larry Billeiter for a Rural Business conditional use on 10 acres located at 1285 Ralph Rahn Road to operate <i>The Patriot's Bunker</i> , a firearms sales business Map# 391 Parcel# 12C in the Fourth District		
23 Second Reading 2021-337	Consideration to approve the Second Reading of an application by Larry Billeiter for a Rural Business conditional use on 10 acres located at 1285 Ralph Rahn Road to operate <i>The Patriot's Bunker</i> , a firearms sales business Map# 391 Parcel# 12C in the Fourth District		

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Dial 1-929-436-2866 Access Code – 901128

24 Public Hearing 2021-338	The Planning Board recommends approving an application by James R. Gerbasi for a Rural Business conditional use located at 700 Race Path Road to operate <i>Gerbasi Signs & Apparel</i> , a printing business Map# 412 Parcel# 5A02 in the Fourth District		
25 Second Reading 2021-339	Consideration to approve the Second Reading of an application by James R. Gerbasi for a Rural Business conditional use located at 700 Race Path Road to operate <i>Gerbasi Signs & Apparel</i> , a printing business Map# 412 Parcel# 5A02 in the Fourth District		
26 Public Hearing 2021-340	The Planning Board recommends approving an application by Gale H. Waters, et al to rezone 4.90 acres located on Rincon Stillwell Road from AR-1 to AR-2 to bring the parcels into zoning compliance and allow for boundary adjustments Map# 462 Parcel# 44, 45, 46 in the Fifth District		
27 Second Reading 2021-341	Consideration to approve the Second Reading of an application by Gale H. Waters, et al to rezone 4.90 acres located on Rincon Stillwell Road from AR-1 to AR-2 to bring the parcels into zoning compliance and allow for boundary adjustments Map# 462 Parcel# 44, 45, 46 in the Fifth District		
28 Public Hearing 2021-342	The Planning Board recommends approving an application by Douglas Edwards as agent for Deland Properties, LLC to rezone 1.73 acres located at 169 & 183 Commercial Court from B-3 to I-1 to allow for increased use of existing commercial properties Map# 465D Parcel# 12, 13 in the Fifth District		
29 Second Reading 2021-343	Consideration to approve the Second Reading of an application by Douglas Edwards as agent for Deland Properties, LLC to rezone 1.73 acres located at 169 & 183 Commercial Court from B-3 to I-1 to allow for increased use of existing commercial properties Map# 465D Parcel# 12, 13 in the Fifth District		

XVI Adjournment

Appearance – 5:05 pm

Mr. Robert Hunter, to provide an update on the Guyton cemetery.

Staff Report

Subject: American Rescue Plan (ARP) Grant Funds Award
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 06-15-2021
Item Description: Consideration of approval to accept the 1st payment from the U.S. Department of the Treasury for American Rescue Plan (ARP) grant funds in the amount of \$6,244,372.00.

Summary Recommendation:

Staff is requesting approval to accept to accept the 1st payment from the U.S. Department of the Treasury for American Rescue Plan (ARP) grant funds in the amount of \$6,244,372.00.

Executive Summary:

On May 10, 2021, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Background:

1. Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later.
2. Effingham County allocation as follows:

ARP Funds	Total Allocation	1 st Payment	2 nd Payment
Effingham County	\$12,469,813.00	\$6,244,372.00	\$6,225,441.00

3. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve to accept ARP grant funds 1st payment in the amount of \$6,244,372.00.
2. Do not approve to accept ARP grant funds 1st payment in the amount of, \$6,244,372.00.
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Effingham County Board of Commissioners

Funding Source:

No cost share requirement

Attachments:

1. ARP 1ST Payment Award
2. Guidance on ARP Funding
3. ECBOC Allocation Amount

Sharon Simmons

From: Christy Carpenter
Sent: Wednesday, May 19, 2021 2:36 PM
To: Timothy Callanan
Cc: Mark Barnes; Sharon Simmons
Subject: FW: EXTERNAL:Submission Confirmation - American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds

From: slfrp@treasury.gov [mailto:slfrp@treasury.gov]
Sent: Wednesday, May 19, 2021 2:23 PM
To: Christy Carpenter <ccarpenter@EffinghamCounty.org>
Cc: CARESITFORMS@Treasury.gov
Subject: EXTERNAL:Submission Confirmation - American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds

The review of your submission to the Treasury Submission Portal for Coronavirus State and Local Fiscal Recovery Funds on behalf of Effingham County Board of Commissioners is finished and the information and documentation you submitted was determined to be complete and accurate.

Your payment is based on the relevant allocation methodology and any applicable tranching. Additional information is available on the Coronavirus State and Local Fiscal Recovery Funds website – www.treasury.gov/SLFRP. At this time the Department of Treasury has processed a payment in the amount of \$6,244,372.00. Please note, receipt timeline of this payment is subject to your financial institution's usual processing times.

If you have questions about the application payment portal or for technical support, please email covidreliefitsupport@treasury.gov. If you have general questions about the American Rescue Plan Coronavirus State & Local Fiscal Recovery Funds (SLFRF) please email SLFRP@treasury.gov or call 844-529-9527.

U.S. Department of the Treasury

Coronavirus State and Local Fiscal Recovery Fund

SLFRP@treasury.gov

**** 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. ****

OVERVIEW FOR AMERICA'S COUNTIES: U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS



On May 10, the U.S. Department of Treasury (Treasury) released an [Interim Final Rule](#), [FAQs](#) and a [fact sheet](#) for a significant portion of the \$362 billion Coronavirus State and Local Fiscal Recovery Fund, established under the [American Rescue Plan Act](#) (ARP) signed into law on March 11 by President Biden.

This specific Interim Rule and related guidance covers the [\\$61.5 billion in direct federal aid to America's counties](#). Later this year, Treasury will release separate guidance for the \$1.5 billion in additional federal aid for public lands counties under Sec. 605 of ARP.

THIS ANALYSIS PROVIDES AN IN-DEPTH OVERVIEW OF THE KEY PROVISIONS WITHIN THE INTERIM FINAL RULE, WITH A SPECIFIC FOCUS ON HOW EACH OF THESE ITEMS MAY IMPACT COUNTY GOVERNMENTS.

This analysis provides an in-depth overview of the key provisions within the Interim Final Rule, with a specific focus on how each of these items may impact county governments. The analysis covers eligibility criteria for the use of funds, compliance and financial reporting, and

key dates for county actions. This report also highlights several key differences between the ARP county aid and the previous county aid under the CARES Act's Coronavirus Relief Fund (CRF), ***especially related to payroll support for public health, public safety and other related staff.***

KEY DATES

- **NOW:** [Treasury portal](#) is now open for counties to register and request Recovery Funds
- **JULY 9, 2021:** Deadline to submit comments on U.S. Treasury's [Interim Final Rule](#)
- **AUGUST 31, 2021:** Deadline for counties to submit first Interim Report to U.S. Treasury
- **OCTOBER 31, 2021:** Deadline for counties to submit first *Quarterly Project and Expenditure Report*
- **DECEMBER 31, 2024:** Funds must be *incurred* and obligated
- **DECEMBER 31, 2026:** Funds must be *expended* to cover obligations and all work must be completed

THIS SPECIFIC INTERIM RULE AND RELATED GUIDANCE COVERS THE \$61.5 BILLION IN DIRECT FEDERAL AID TO AMERICA'S COUNTIES. LATER THIS YEAR, TREASURY WILL RELEASE SEPARATE GUIDANCE FOR THE \$1.5 BILLION IN ADDITIONAL FEDERAL AID FOR PUBLIC LANDS COUNTIES UNDER SEC. 605 OF ARP.

EXECUTIVE SUMMARY: QUICK GUIDE FOR COUNTY OFFICIALS

1. THE FISCAL RECOVERY FUND WAS ESTABLISHED TO HELP TURN THE TIDE ON THE PANDEMIC, ADDRESS ITS ECONOMIC FALLOUT AND LAY THE FOUNDATION FOR A STRONG AND EQUITABLE RECOVERY.

There are five primary ways – outside of the “lost revenue allowance” – that counties may invest Funds:

- ❑ **Support public health response:** Fund COVID-19 mitigation efforts, medical expenses, behavioral health care and certain county public health, public safety, human services and other related staff
 - ❑ **Address negative economic impacts:** Respond to economic harms to workers, families, small businesses, impacted industries and rehiring of public sector workers (including county staff)
 - ❑ **Replace public sector revenue loss:** Use funds to provide government services to the extent of the reduction in revenue experienced during the pandemic – *this provision allows a much broader use of Funds*
 - ❑ **Premium pay for essential workers:** Offer additional compensation, up to \$13 per hour in additional wages, to those – both county employees and other essential workers in the community – who have faced and continue to face the greatest health risks due to their service. Counties should prioritize low- and moderate-income persons, with additional written justification needed for workers above 150 percent of the residing state’s average annual wage for all occupations or their residing county’s average annual wage, whichever is higher. **Funds can be used retroactively back to January 27, 2020**
 - ❑ **Water, sewer and broadband infrastructure:** Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide unserved or underserved locations with new or expanded broadband access
- COUNTIES HAVE BROAD FLEXIBILITY SO LONG AS THEY CAN DEMONSTRATE THAT THESE ACTIVITIES SUPPORT THE PUBLIC HEALTH RESPONSE OR THAT RECIPIENTS OF THE RECOVERY FUNDS HAVE EXPERIENCED ECONOMIC HARM FROM THE PANDEMIC

2. FUNDS MAY COVER COSTS FROM MARCH 3, 2021 THROUGH DECEMBER 24, 2024

The covered period begins March 3, 2021 and ends on December 31, 2024, with **a few important distinctions and exceptions to the covered period:**

- ❑ Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
- ❑ Funds must be **EXPENDED** with all WORK PERFORMED and COMPLETED by December 31, 2026
- ❑ **Counties may provide premium pay retroactively**, dating back to the start of the public health emergency on January 27, 2020

3. **BROAD FLEXIBILITY TO HELP THOSE DISPROPORTIONATELY IMPACTED BY THE COVID-19 PANDEMIC**

The Interim Rule states under its first eligible use category – ***responding to public health needs and negative economic impacts from the pandemic*** – that funds must respond to “the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.”

- ❑ Whether it be public health expenses or economic investments, counties have broad flexibility if the county can demonstrate that these activities support the public health response or that recipients of the Recovery Funds have experienced economic harm from the pandemic
- ❑ Additionally, the Interim Rule provides even greater flexibility for Qualified Census Tracts (QCTs) and other communities, households and businesses disproportionately impacted by the pandemic

4. **UNDERSTAND THE IMPORTANT DIFFERENCES BETWEEN CARES ACT CORONAVIRUS RELIEF FUND (CRF) AND ARP FISCAL RECOVERY FUND, ESPECIALLY FOR COUNTY EMPLOYEE PAYROLL SUPPORT**

Eligible expenses under the CRF are also eligible under the Recovery Fund, ***with two major exceptions:***

- ❑ **New, more restrictive allowance with county payroll support for public health and public safety employees** (See page 13 of this analysis for more information). The CARES Act CRF allows a much broader allowance for county employee payroll support. More narrowly defined, ARP Recovery Funds may be used for “payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19.” Counties may consider public health and public safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency
- ❑ Expenses related to issuing tax-anticipation notes are ***not an eligible expense***

RECOVERY FUNDS ARE MORE RESTRICTIVE THAN THE CARES ACT’S CRF DOLLARS FOR COUNTY PAYROLL SUPPORT. THE INTERIM RULE PLACES NEW, MORE RESTRICTIVE LANGUAGE RELATED TO COUNTY PAYROLL SUPPORT FOR ***PUBLIC HEALTH AND PUBLIC SAFETY EMPLOYEES***

5. **USE OF RECOUPED “LOST REVENUE” IS MORE FLEXIBLE THAN OTHER RECOVERY FUND ELIGIBILITY**

Counties may use Recovery Funds for the provision of “government services” to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency. The **term “government services” outlines very broad and flexible uses of revenue recoupment funds** outside the standard eligibility requirements outlined in other categories (Public Health Response, Negative Economic Impacts, Premium Pay and Water, Sewer and Broadband Infrastructure) of the Interim Rule. For example, while general infrastructure and economic development investments are not generally eligible under the Fund,

counties may use an amount up to their “lost revenue” amount for these activities. ***However, lost revenue recoupment shall not be used for rainy day or reserve funds, or debt service payments***

6. RECOVERY FUNDS MAY NOT BE USED AS NON-FEDERAL MATCH, UNLESS SPECIFICALLY AUTHORIZED

Recovery Funds shall not be used as the local match for other federal programs (i.e. Medicaid, EDA, EPA Drinking Water and Clear Water State Revolving Funds), unless specifically allowed by the underlying/source federal program. ***It is important to note that counties may use their Funds to match other state and local government allocations of Treasury ARP Recovery Funds, if used within the county***

- ❑ **Under a February 3, 2021 presidential directive, FEMA is authorized to provide 100 percent federal funding for the cost of COVID-related activities** previously determined as eligible, from the beginning of the pandemic (January 27, 2020) to September 30, 2021. In addition, the directive allows FEMA to expand activities eligible for reimbursement from January 21, 2021 until September 30, 2021. Specifically, costs to support the safe opening and operation of eligible schools, child care facilities, health care facilities, non-congregate shelters, domestic violence shelters, and transit systems are now eligible

7. COUNTIES MAY USE RECOVERY FUNDS FOR ROUTINE PENSION COSTS OF EMPLOYEES

Recovery Funds cannot be used for *deposits* into defined benefit pension funds. **HOWEVER**, Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. ***Counties may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use***

8. REHIRING LOCAL GOVERNMENT STAFF TO PRE-PANDEMIC LEVELS

The Interim Final Rule permits the rehiring of public sector staff, including county employees, up to the pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Furthermore, counties may use Recovery Funds toward payroll, covered benefits, and other costs associated with rehiring public sector staff

9. COUNTIES MAY USE RECOVERY FUNDS TO INVEST IN CERTAIN CRITICAL INFRASTRUCTURE PROJECTS

The Interim Rule specifically states that Recovery Funds may support necessary investments in drinking water, waste and stormwater, and high-quality broadband services

- ❑ **For water, stormwater and sewer investments**, the Interim Rule aligns eligible projects with the listing of activities allowed under the Environment Protection Agency’s (EPA) [Clean Water State Revolving Fund](#) and [Drinking Water State Revolving Fund](#)
- ❑ **For broadband investments**, eligible projects ***are intended*** to provide services that meet at least 100 megabits per second upload and download, wherever practicable
- ❑ **General economic development and infrastructure projects**, such as road construction or bridge repair, unrelated to COVID-19 are ***not*** an eligible expense, ***unless funded through a county’s “lost revenue” replacement allowance***

ELIGIBLE EXPENSES

1. SUPPORT PUBLIC HEALTH RESPONSE

INTERIM FINAL RULE: REFERENCES P. 12-23 | RULE DEFINITIONS P. 138-140

*The Interim Final Rule outlines that the Recovery Fund provides resources to “**meet and address these emergent public health needs**, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic.”*

Among the potential uses of funds, the Interim Final Rule outlines:

- **PREVENT AND MITIGATE COVID-19**

Funding a broad range of services and programming for prevention and response to COVID-19, such as:

- ❑ Vaccination programs, including staffing, equipment, supplies, facilities and administrative expenses
- ❑ Testing, monitoring and contact tracing
- ❑ Supporting isolation and quarantine
- ❑ Paid sick and paid family and medical leave to public employees related to COVID-19 compliance
- ❑ Public health surveillance and data system enhancement
 - Case monitoring
 - Vaccination uptake tracking
- ❑ Enforcing public health orders
- ❑ Emergency medical response expenses, including emergency medical transportation related to COVID-19
- ❑ Communication efforts related to COVID-19 vaccination programs and public health orders
- ❑ Purchase PPE and disinfection of public areas and other facilities
- ❑ Prevention and mitigation in congregate living facilities, such as:
 - Nursing homes and skilled nursing facilities
 - Jails and incarceration settings
 - Group living facilities including residential foster care and behavioral health treatment facilities
 - Other key settings like homeless shelters and schools
- ❑ Ventilation improvements in congregate settings, public health facilities or other public facilities
- ❑ Capital investments or adaptations to public facilities such as hospitals or health clinics

QUICK TIP

Under the sections related to responding to the **public health emergency or its negative economic impacts**, it is important to:

- Identify a need or a negative impact of the COVID-19 public health emergency
- Identify how the county investment would address the identified need or impact
- Explain how the investment would help the county respond to the disease itself or the harmful economic consequences of the economic disruptions

- **COVID-19 TREATMENT AND MEDICAL SERVICES**

Funding to enhance health care capacity to treat and provide care and services for near and long-term medical needs for COVID-19 patients as well as genomic surveillance for COVID-19 variants. This also includes treatment expenses of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome

- **ENHANCE BEHAVIORAL AND MENTAL HEALTH SERVICES**

Funding new or enhanced services that meet behavioral health needs exacerbated by the pandemic, as well as related public health needs, such as:

- ☐ Mental health treatment
- ☐ Substance misuse treatment
- ☐ Hotlines and/or warmlines
- ☐ Crisis intervention services
- ☐ Overdose prevention
- ☐ Infectious disease prevention
- ☐ Behavioral/physical health primary care services

- **SUPPORT LOCAL HEALTH AND SAFETY WORKFORCE**

Funding payroll and covered benefit expenses for the following segments of county workers who, primarily or partially work regularly to mitigate or respond to the COVID-19 emergency:

- ☐ Public safety
- ☐ Public health
- ☐ Health care
- ☐ Human services
- ☐ Other similar employees

- **IMPROVING THE DESIGN AND EXECUTION OF HEALTH AND PUBLIC HEALTH PROGRAMS**

Funding efforts to improve programs addressing the COVID-19 public health emergency through planning and analysis, which includes, **but is not limited to:**

- ☐ Targeted consumer outreach
- ☐ Improvements to data or technology infrastructure
- ☐ Impact evaluation
- ☐ Data analysis

While the CARES Act's Coronavirus Relief Fund (CRF) had much broader allowances for county employee payroll support, ARP Recovery Funds may be used for "payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency."

*For administrative convenience, counties may consider public health and public safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee and their operating unit or division, **"is primarily dedicated to responding to the COVID-19 public health emergency."***

- **ADDRESS DISPARITIES IN PUBLIC HEALTH OUTCOMES**

In recognition of the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, **the Interim Final Rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities.** Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families and populations living in a QCT, or other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency

- **These services include:**

- **Community health workers** who will help residents access health services and resources that address the social determinants of health
- **Public benefits navigators** that help residents navigate and apply for federal, state and local public benefits or services
- **Housing services** that support healthy living environments and neighborhoods that are conducive to mental and physical wellness
- **Lead Paint remediation** or remediation of other lead hazards to reduce elevated blood lead levels in children
- **Evidence-based community violence intervention programs** that will prevent violence and mitigate the increase of violence during the pandemic

- This section **also covers program and service** activities that address:

- **Housing insecurity**, lack of affordable housing or homelessness
- **Impacts of COVID-19 on education**, including new or expanded learning services, assistance to high-poverty school districts, needs of students
- **Childhood health or welfare**, including childcare, home visits by health professionals, parent educators and social service professionals, and services for child welfare-involved families and youth

**SPECIFICALLY, TREASURY WILL PRESUME THAT CERTAIN TYPES OF SERVICES
ARE ELIGIBLE USES WHEN PROVIDED IN A QUALIFIED CENSUS TRACT (QCT),
TO FAMILIES AND POPULATIONS LIVING IN A QCT OR OTHER HOUSEHOLDS,
BUSINESSES OR POPULATIONS DISPROPORTIONATELY IMPACTED BY THE
COVID-19 PUBLIC HEALTH EMERGENCY**

2. ADDRESS NEGATIVE ECONOMIC IMPACTS

INTERIM FINAL RULE: REFERENCES P. 23-44 | RULE DEFINITIONS P. 140-143

ARP provides that funds may be used to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

- **ASSISTANCE TO HOUSEHOLDS**

Funds may be used to assist households or populations, *preferably* those most disproportionately impacted, by the negative economic impacts of the COVID-19 public health emergency, such as:

- ☐ **Food** assistance
- ☐ **Rent, mortgage or utility** assistance
- ☐ **Counseling and legal aid** to prevent eviction or homelessness
- ☐ **Cash** assistance
- ☐ Emergency **assistance for burials**
- ☐ **Home repairs**, weatherization or other needs
- ☐ **Internet access** or digital literacy assistance
- ☐ **Job training** related to a worker's occupation or level of training impacted by COVID

QUICK TIP

Under this section, the general focus of investments must be to address an economic harm resulting from or exacerbated by the COVID-19 public health emergency.

- **SMALL BUSINESS AND NON-PROFIT SUPPORT**

State, local and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure or mitigate financial hardship resulting from the COVID-19 public health emergency, including:

- ☐ **Loans or grants** to mitigate financial hardship, such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs
- ☐ **Loans, grants, or in-kind assistance** to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs
- ☐ **Technical assistance**, counseling, or other services to assist with business planning needs

FUNDS MAY BE USED TO ASSIST HOUSEHOLDS OR POPULATIONS, PREFERABLY THOSE MOST DISPROPORTIONATELY IMPACTED, BY THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY

- **AID TO IMPACTED INDUSTRIES**

Funds may be used to aid tourism, travel, hospitality, *and other impacted industries* that responds to the negative economic impacts of the COVID-19 public health emergency, such as:

- ☐ Implement COVID-19 mitigation and infection prevention measures to enable safe resumption
- ☐ Improvement to ventilation, physical barriers or partition
- ☐ Signage to facilitate social distancing
- ☐ Provision of masks or PPE
- ☐ Consultation with infection prevention professionals to develop safe reopening plans
- ☐ Activities that support safe reopening of businesses in the tourism, travel and hospitality industries and business districts that were closed during the COVID-19 public health emergency
- ☐ Planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic
- ☐ Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts and tribal development districts operating prior to the pandemic and affected by required closure and other efforts to contain the pandemic

- **REHIRING STATE AND LOCAL GOVERNMENT STAFF, INCLUDING COUNTY EMPLOYEES**

The Interim Final Rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID-19 response, as well as rehiring of public sector staff up to pre-pandemic levels as of January 27, 2020

COUNTIES MAY USE RECOVERY FUNDS TO INCREASE THE NUMBER OF ITS EMPLOYEES UP TO THE NUMBER OF EMPLOYEES, AS OF JANUARY 27, 2020, INCLUDING PAYROLL, COVERED BENEFITS AND OTHER RELATED COSTS

- **ASSISTANCE TO UNEMPLOYED WORKERS**

This includes services like:

- ☐ **Job training** to accelerate rehiring of unemployed workers
- ☐ **Workers unemployed due to the pandemic** or the resulting recession
- ☐ **Workers who were already unemployed** when the pandemic began and remain so due to the negative economic impacts of the pandemic
- ☐ **Individuals who want and are available for work**, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work

FUNDS MAY BE USED TO AID TOURISM, TRAVEL, HOSPITALITY AND OTHER IMPACTED INDUSTRIES THAT RESPONDS TO THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY

- **EXPENSES TO IMPROVE EFFICACY OF ECONOMIC RELIEF PROGRAMS**

Counties may also use Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through:

- ❑ Use of **data analysis**
- ❑ Targeted **consumer outreach**
- ❑ Improvements to **data or technology infrastructure**
- ❑ Impact **evaluations**

- **SERVICES FOR QUALIFIED CENSUS TRACT AND OTHER DISPROPORTIONATELY IMPACTED COMMUNITIES**

In addition to specific services to address health disparities in a QCT (pg. 7 of this analysis), the Interim Rule outlines additional ways Recovery Funds may be used. Funds may be used for certain services when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, by a Tribal government, or to other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency. These services include, *but are not limited to*, the following:

- ❑ **Investments in Housing and Neighborhoods:** Funds may be used to assist households or populations facing negative economic impacts due to COVID-19, such as:
 - **Services to address homelessness** such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals
 - **Affordable housing development** to increase supply of affordable and high-quality living units
 - **Housing vouchers, residential counseling, or housing navigation assistance** to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity

**TREASURY HAS IDENTIFIED A
BROAD RANGE OF SERVICES
THAT ARE ELIGIBLE USES
WHEN PROVIDED IN A
QUALIFIED CENSUS TRACT
(QCT), TO FAMILIES AND
POPULATIONS LIVING IN A QCT
OR OTHER HOUSEHOLDS,
BUSINESSES OR POPULATIONS
DISPROPORTIONATELY
IMPACTED BY THE COVID-19
PUBLIC HEALTH EMERGENCY**

- ❑ **Addressing Educational Disparities:** Funds may also enhance educational supports to help mitigate impacts on students, such as:
 - **New, expanded, or enhanced early learning services**, including pre-kindergarten programs and Head Start
 - **Assistance to high-poverty school districts** to advance equitable funding across districts
 - **Evidence-based educational services** and practices that address the academic needs of students and/or their social, emotional and mental health
 - Services that support **students' social, emotional and mental health**
- ❑ **Promoting Healthy Childhood Environments:** Funds may be used to mitigate increases in economic hardship, material insecurity, and parental stress and behavioral health challenges in families with children, such as:
 - New or expanded **high-quality childcare**
 - **Home visiting programs** to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development
 - **Enhanced services for child welfare-involved families and foster youth** to provide support and training on child development, positive parenting, coping skills or recovery for mental health and substance use challenges

FUNDS MAY BE USED TO MITIGATE INCREASES IN ECONOMIC HARDSHIP, MATERIAL INSECURITY, AND PARENTAL STRESS AND BEHAVIORAL HEALTH CHALLENGES IN FAMILIES WITH CHILDREN

[State and Local Coronavirus Fiscal Recovery Funds \(naco.org\)](https://naco.org)

NACo RESOURCES & MEMBER SUPPORT

COVID-19 RECOVERY CLEARINGHOUSE

To a major victory for America's counties, the State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law by President Biden on March 15. The legislation includes \$15.1 billion in direct, flexible aid to every county in America, as well as other crucial investments to local communities.

State & Local Fiscal Recovery Funds

Find your county's estimated allocation, NACo's legislative analysis, and more.

American Rescue Plan Act Funding Breakdown

This interactive tool helps design the roughly \$1.5 billion in county-related funding from the American Rescue Plan Act of 2021.

COVID-19 Vaccine Distribution

Explore key considerations for counties in COVID-19 vaccine distribution plans.

How Can We Help?

Use the form below to ask a question, and NACo staff will respond via email. Please also explore our curated resources, including guidance, FAQs and more:

- Latest Resources
- NACo Recovery Fund FAQs
- Your County's ARPA Allocation
- NACo ARPA Analysis

ASK A QUESTION

Share Your Story

How is your county responding to the coronavirus pandemic and driving the recovery in your community? Use the form below to share how your county is using federal relief funds with NACo.

For resources to share your story with local media [click here](#).

SHARE YOUR STORY

3. PREMIUM PAY FOR ESSENTIAL WORKERS

INTERIM FINAL RULE: REFERENCES P. 23-44, 119 | RULE DEFINITIONS P. 134

Funds may be used by counties to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers within the county to compensate eligible workers for performing essential work.

Recovery Funds may be used by recipients, including counties, to provide premium pay to eligible county workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers within the county to compensate those eligible workers who perform essential work.

- **DEFINING THE CONCEPT OF PREMIUM PAY AND ESSENTIAL WORKERS:** To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the Interim Final Rule defines essential work *as work involving regular in-person interactions or regular physical handling of items that were also handled by others. An individual who teleworked from a residence may not receive premium pay*
- **PREMIUM PAY MAY BE PROVIDED RETROACTIVELY FOR WORK PERFORMED AT ANY TIME SINCE THE START OF THE COVID-19** public health emergency (January 27, 2020), where those workers have yet to be compensated adequately for work previously performed
- **WORKERS THAT ARE ELIGIBLE FOR PREMIUM PAY** include:
 - ☐ Any work performed by an employee of the state, local or tribal government
 - ☐ Staff at nursing homes, hospitals, and home care settings
 - ☐ Workers at farms, food production facilities, grocery stores, and restaurants
 - ☐ Janitors and sanitation workers
 - ☐ Truck drivers, transit staff and warehouse workers
 - ☐ Public health and safety staff
 - ☐ Childcare workers, educators and other school staff
 - ☐ Social service and human services staff
- **PREMIUM PAY DEFINITION:** Premium pay means an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker
- **TREASURY URGES COUNTIES TO PRIORITIZE PREMIUM PAY FOR LOW- AND MODERATE-INCOME PERSONS:** Counties should prioritize low- and moderate-income persons, with additional written justification needed for essential workers above 150 percent of the residing state's average annual wage for all occupations or their residing county's average annual wage, whichever is higher

PREMIUM PAY MAY BE PROVIDED RETROSPECTIVELY FOR WORK PERFORMED AT ANY TIME SINCE THE START OF THE COVID-19 PUBLIC HEALTH EMERGENCY – JANUARY 27, 2020

4. PAYROLL EXPENSES FOR PUBLIC HEALTH & PUBLIC SAFETY EMPLOYEES

INTERIM FINAL RULE: REFERENCES P. 20-21 | RULE DEFINITIONS P. 140

*Covering payroll and benefits for public safety and public health employees **is more restrictive than what was allowed under the CARES Act's Coronavirus Relief Fund.***

As stated in the Interim Rule, Recovery Funds may be used for payroll and covered benefits as follows:

- **PAYROLL AND COVERED BENEFITS EXPENSES** for county public safety, public health, health care, human services and similar employees *to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency*
- Support the payroll and covered benefits for the portion of the **EMPLOYEE'S TIME THAT IS DEDICATED TO RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY**
- **FOR ADMINISTRATIVE CONVENIENCE**, counties may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency
- Recipients may reconsider and assess the **EXTENT AN EMPLOYEE, DIVISION OR OPERATING UNIT IS ENGAGED IN ACTIVITIES THAT RESPOND TO COVID-19**. A recipient can provide payroll records, attestations from supervisors/staff or regular work product or correspondence demonstrating work on COVID-19 response. **Counties DO NOT need to routinely track staff hours at the employee level**

The table below highlights the key differences between ARP and CARES Act guidance as it relates to **payroll and covered benefits for public health and public safety employees**:

ARP FISCAL RECOVERY FUND GUIDANCE	CARES ACT CRF GUIDANCE
<ul style="list-style-type: none"> • Funds may be used for payroll/benefits for public, safety, public health, health care, human services and similar employees • Funds can be used to support the payroll/benefits for the portion of the employee's time that is dedicated to responding to COVID-19 • Counties may consider public health/safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency. 	<ul style="list-style-type: none"> • As a matter of administrative convenience in light of the emergency nature of this program, a state, territorial, local or tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise • All costs of such employee may be covered using payments from the Fund

5. REPLACE PUBLIC SECTOR REVENUE LOSS

INTERIM FINAL RULE: REFERENCES P. 51-60, 118-119 | RULE DEFINITIONS P. 135, 143-144

Counties may use Fiscal Recovery Funds for the provision of “government services” to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.

Counties may use Recovery Funds for the provision of “government services” to the **extent of the reduction in revenue experienced due to the COVID-19 public health emergency**. This means that the amount determined as “lost revenue” may be used for most regular government purposes, ***except for activities such as rainy day or reserve funds and for debt service payments.***

The Interim Final Rule implements these provisions by establishing a definition of “general revenue” for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID-19 public health emergency.

- **DEFINITION OF GENERAL REVENUE**

Based on Census Bureau’s definition and includes revenue from taxes, current charges, miscellaneous general revenue, and intergovernmental transfers between state and local governments (*Note: definition excludes federal intergovernmental transfers to counties including CARES Act funding*)

- ☐ Excludes other correction transactions proceeds from issuance of debt or the sale of investments, agency or private trust transactions and revenue generated by utilities, intergovernmental transfers from the federal government (federal transfers made to a state/locality)

- **DEFINITION OF GOVERNMENT SERVICES**

Government Services included, **but are not limited to:**

- ☐ Maintenance or pay-go pay-go funded building of **infrastructure, including roads**
- ☐ Modernization of **cybersecurity**, including hardware, software, and protection of critical infrastructure
- ☐ **Health** services
- ☐ **Environmental** remediation
- ☐ **School or educational** services
- ☐ Provision of **police, fire, and other public safety services**

RECOVERY FUNDS USED TO REPLACE “REVENUE LOSS” ARE FLEXIBLE AND MAY BE USED FOR A BROAD RANGE OF GOVERNMENT SERVICES, PROGRAMS AND PROJECTS OUTSIDE OF TYPICAL ELIGIBLE USES OF RECOVERY FUNDS UNDER THE INTERIM RULE. **HOWEVER, REVENUE RECOUPMENT CANNOT BE USED FOR RAINY DAY FUNDS OR DEBT SERVICE PAYMENTS**

• REQUIREMENTS WHEN CALCULATING REVENUE LOSS

When calculating revenue loss, a county must adhere to the following guidelines:

- ❑ Recipients should calculate revenue on an **entity-wide basis** (*i.e. county government-wide basis*)
- ❑ Recipients **cannot use pre-pandemic projections** as a basis to estimate the reduction in revenue
- ❑ Recipients should (*i.e. may*) calculate the extent of the reduction in revenue as of four points in time:
 - December 31, 2020
 - December 31, 2021
 - December 31, 2022, and
 - December 31, 2023

• STEPS FOR CALCULATING LOST REVENUE

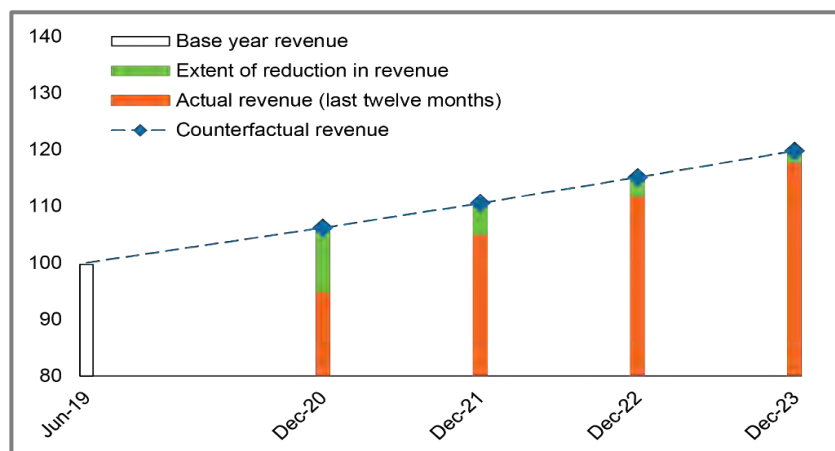
1. Identify revenues collected in the **most recent full fiscal year prior to the public health emergency (i.e. January 27, 2020)**, called the **base year revenue**. In calculating revenue, recipients should sum across all revenue streams covered as general revenue

2. **Estimated counterfactual revenue**, which is equal to base year revenue:

$[(1 + \text{growth adjustment})^{(n/12)}]$, where n is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency

3. **Identify actual revenue**, which equals revenues collected over the past 12 months of the calculation date
4. The extent of the reduction in revenue is equal to *counterfactual revenue* less than *actual revenue*. If actual revenue exceeds counterfactual revenue, **the extent of the reduction in revenue is set to zero for that calculation date**

THE OVERALL METHODOLOGY
FOR CALCULATING THE
REDUCTION IN REVENUE IS
ILLUSTRATED IN THE FIGURE,
AT RIGHT:



6. WATER& SEWER INFRASTRUCTURE

INTERIM FINAL RULE: REFERENCES P. 62-68 | RULE DEFINITIONS P. 144

To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors. The Interim Final Rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems.

To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors. The Interim Final Rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems.

The Interim Final Rule does this by aligning eligible uses of the Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environment Protection Agency's (EPA) [Clean Water State Revolving Fund](#) and [Drinking Water State Revolving Fund](#).

- **CLEAN WATER (SRF) PROJECTS**

The CWSRF provides financial assistance for a wide range of water infrastructure projects to **improve water quality and address water pollution** in a way that enables each state (or county) to address and prioritize the needs of their populations

❑ The types of projects eligible for **Clean Water SRF assistance** include:

- Projects to construct, improve and repair **wastewater treatment plants**
- Control **non-point sources** of pollution
- **Improve resilience** of infrastructure to severe weather events
- Create **green infrastructure**
- **Protect waterbodies** from pollution

❑ Under the Clean Water SRF, each of the 51 State programs normally have the flexibility to direct funding to their particular environmental needs, and each state may also have its own statutes, rules and regulations that guide project eligibility. ***With the Recovery Fund, the intent of the Interim Final Rule is outline the list of eligible projects that a county may consider for investment***

THE INTERIM RULE ALIGNS ELIGIBLE
USES OF RECOVERY FUNDS FOR WATER
& SEWER INFRASTRUCTURE WITH
PROJECTS THAT ARE ELIGIBLE TO
RECEIVE FINANCIAL ASSISTANCE
NORMALLY THROUGH EPA'S CLEAN
WATER SRF & DRINKING WATER SRF

- **DRINKING WATER (SRF) PROJECTS**

The primary use of DWSRF funds is to assist communities in making **water infrastructure capital improvements**, including the installation and replacement of failing treatment and distribution systems. In administering these programs, counties must give priority to projects that:

- ❑ Ensure compliance with applicable health and environmental safety requirements
- ❑ Address the most serious risks to human health
- ❑ Assist systems most in need on a per household basis according to State affordability criteria

- **OTHER ELIGIBLE USES OF RECOVERY FUNDS**

include projects related to:

- ❑ Stormwater runoff
- ❑ Water pollution
- ❑ Flood control
- ❑ Green infrastructure that support stormwater resiliency, including rain gardens and green streets

- **As stated in Treasury's Recovery Fund FAQ document, the National Environmental**

Policy Act (NEPA) does not apply to Treasury's administration of funds.

However, projects supported with payments from the Fund may still be subject to NEPA review ***if they are also funded by other federal financial assistance programs***

- The Interim Rule **"encourages"** counties to ensure that water, sewer, and broadband projects **use strong labor standards**, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions
-

HOW COUNTIES INVEST IN AMERICA'S INFRASTRUCTURE SYSTEM

\$22.6 BILLION

in sewage and waste
management



\$134 BILLION

in infrastructure,
including maintaining and
operating public works

6. BROADBAND INFRASTRUCTURE

INTERIM FINAL RULE: REFERENCES P. 69-77 | RULE DEFINITIONS P. 145

Recognizing the need for such connectivity, Recovery Funds may be used by state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.

The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare and work. Recognizing the need for such connectivity, the ARPA provides funds to state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.

Additional guidance and requirements around use of Recovery Funds for broadband infrastructure are as follows:

- ❑ **Unserved and underserved households:** Funds may be used to make necessary investments in broadband infrastructure aimed at “unserved or underserved” communities. Treasury defines unserved and underserved at speeds below 25 Mbps download and 3 Mbps upload
- ❑ **Eligible projects are expected to meet or exceed symmetrical upload and download speeds of 100 Mbps.** However, in instances where required speeds cannot be achieved (due of the geography, topography, or excessive costs), the affected project would be expected to meet or exceed 100 Mbps download with a minimum of 20 Mbps upload with scalability to a symmetrical minimum of 100 Mbps
- ❑ **U.S. Treasury used the [Federal Communication Commission’s \(FCC\) Broadband Speed Guide](#)** to determine appropriate speed requirements for all eligible projects

THE INTERIM FINAL RULE
PROVIDES THAT ELIGIBLE
INVESTMENTS IN
BROADBAND ARE THOSE
THAT ARE DESIGNED TO
PROVIDE SERVICES
MEETING ADEQUATE
SPEEDS AND ARE
PROVIDED TO UNSERVED
AND UNDERSERVED
HOUSEHOLDS AND
BUSINESSES

7. INELIGIBLE EXPENSES

INTERIM FINAL RULE: REFERENCES P. 69-77, 81-95 | RULE DEFINITIONS P.134

Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use.

The Interim Final Rule outlines identifies **several ineligible uses of Recovery Funds**, including:

- **PENSION FUNDS**

Funds shall not be used for **“extraordinary” deposits** into a defined pension fund

- ☐ **HOWEVER**, Treasury defines a “deposit” as an *extraordinary contribution* to a pension fund for the purpose of reducing an accrued, unfunded liability. **Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use**

- **NET REDUCTION IN TAX REVENUE (LIMITED TO STATES AND TERRITORIES)**

If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from a source(s) other than the Recovery Fund **(Note: This provision does not apply to counties)**

- **OTHER RESTRICTIONS** include:

- ☐ **Using funds for non-federal match** when barred by another federal regulation or statute, including EPA’s Clean Water SRF, Drinking Water SRF, Economic Development Administration or Medicaid
 - **See note on page 4 related to presidential order on FEMA’s state and local cost-share waiver**
- ☐ **Funding debt service**, including costs associated with tax anticipation notes (TANs) or issuing short-term revenue **(Note: This is different than the CARES Act CRF, which allowed use of funds for TANs)**
- ☐ **Legal settlement** or judgements
- ☐ **Deposits to rainy day funds** or financial reserves
- ☐ **General infrastructure** spending outside of water, sewer and broadband investments or above the amount allocated under “revenue loss” recoupment provision
- ☐ **General economic development or workforce development activities**, unless they directly address negative economic impacts of the public health emergency or related to the “revenue loss” provision

OUTSIDE OF WATER, SEWER, BROADBAND AND FACILITY UPGRADES RELATED TO COVID-19 RESPONSE AND MITIGATION, GENERAL INFRASTRUCTURE AND ECONOMIC DEVELOPMENT PROJECTS, SUCH AS NEW JAILS, ROADS AND BRIDGES AND BUSINESS PARKS, ARE PROHIBITED. **HOWEVER, COUNTIES MAY USE THE PORTION OF THEIR “REVENUE LOSS” RECOUPMENT FOR THESE TYPES OF INVESTMENTS**

8. REPORTING REQUIREMENTS

INTERIM FINAL RULE: REFERENCES P. 69-77 | RULE DEFINITIONS P. 137

Counties are required to submit an Interim Report, Quarterly Project and Expenditure Reports, and Annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

- **INTERIM REPORTS**

Counties are required to submit one Interim Report, which will include the county's expenditures by category at the summary level

- ☐ The Interim Report will cover spending from the date the county receives Funds to July 31, 2021
- ☐ ***The Interim Report is due by August 31, 2021***
- ☐ This report will be similar to that of the CARES Act Coronavirus Relief Fund
- ☐ *Treasury will release additional guidance on this report in the coming weeks*

- **QUARTERLY PROJECT AND EXPENDITURE REPORTS**

Counties are required to submit quarterly project and expenditure reports, including financial data, information on contracts and subawards over \$50,000 and other information regarding utilization of funds

- ☐ First report will cover spending from the date the county receives Funds to September 30, 2021
- ☐ ***First report is due by October 31, 2021***
- ☐ These reports will be similar to CARES Act Coronavirus Relief Fund

- **RECOVERY PLAN PERFORMANCE REPORTS**

Counties above 250,000 population are required to submit an Annual Recovery Plan Performance Report, including descriptions of projects funded and information on performance indicators and objectives of each award

- ☐ Initial recovery plan will cover activity from the date the county receives Recovery Funds to July 31, 2021
- ☐ Local governments *(including counties)* ***with less than 250,000 residents are not required*** to develop a Recovery Plan Performance Report
- ☐ *Recovery performance plan is due by August 31, 2021 for counties above 250,000 population*

**COUNTIES BELOW 250,000
POPULATION ARE NOT
REQUIRED TO SUBMIT AN
ANNUAL RECOVERY PLAN
PERFORMANCE REPORT**

9. KEY DEFINITIONS

INTERIM FINAL RULE: RULE DEFINITIONS P. 130-151

Treasury provides a list of definitions in the Interim Final Rule, which are essential to understand and comply with the eligible uses and requirements of Recovery Funds.

1. **COUNTY:** County, parish or other equivalent county division (i.e. Borough in Alaska)
2. **COVERED BENEFITS:** The costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes). *(NOTE: This is an important definition linked to the exemption for pensions related to county payroll support for their employees)*
3. **COVERED PERIOD:** Begins on March 3, 2021 and ends on December 31, 2024. Counties must adhere to the parameters of the covered period just as States and territorial governments. However, there are exceptions to the covered period:
 - ☐ Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
 - ☐ Funds must be **EXPENDED** with all WORK PERFORMED and COMPLETED by December 31, 2026
 - ☐ **Counties may provide premium pay retroactively**, dating back to the start of the public health emergency on January 27, 2020
4. **DEPOSIT:** Extraordinary payment of an accrued, unfunded liability. The term *deposit* does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs
5. **ELIGIBLE EMPLOYER:** An employer of an eligible worker who performs essential work
6. **ELIGIBLE WORKER:** Workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; **any work performed by an employee of a State, local, or Tribal government**; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup

work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID-19 response

- ❑ **With respect to a county recipient**, workers in any additional sectors as **each chief executive officer** of such recipient (*i.e. county government*) may designate as critical to protect the health and well-being of the residents of their county

7. **ESSENTIAL WORK:** Work that is not performed while teleworking from a residence and involves regular in-person interactions with patients, the public or coworkers of the individual that is performing the work **OR** regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work
8. **GENERAL REVENUE:** Money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the federal government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue
9. **NON-PROFIT:** Non-profit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code
10. **PREMIUM PAY:** An amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency (*i.e.* since January 27, 2020). Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:
 1. With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset or other diminishment of the eligible worker's previous, current or prospective wages or remuneration, **or**
 2. With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset or other diminishment of the workers' current and prospective wages or remuneration
11. **SMALL BUSINESS:** A business concern or other organization that: (1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small

Business Administration for the industry in which the business concern or organization operates, and (2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632)

12. **PENSION FUND:** Defined benefit plan and does not include a defined contribution plan
13. **RECIPIENT:** A state, territory, tribal government, metropolitan city, nonentitlement unit of local government, county, or unite of general local government that receives a payment made under section 602(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act
14. **REPORTING YEAR:** The Interim Final Rule defines “reporting year” as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases (“in-year” value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term “reporting year” refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021
15. **UNSERVED AND UNDERSERVED HOUSEHOLD OR BUSINESS:** One or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed

CLICK HERE TO [SUBMIT QUESTIONS TO THE NACO STAFF](#)
CLICK HERE TO SUBMIT [YOUR COUNTY INVESTMENT EXAMPLES](#)

How Can We Help?

Use the form below to ask a question, and NACo staff will respond via email. Please also explore our curated resources, including guidance, FAQs and more.

- Latest Resources
- NACo Recovery Fund FAQs
- Your County's ARP Allocation
- NACo ARPA Analysis

ASK A QUESTION

Share Your Story

How is your county responding to the coronavirus pandemic and driving the recovery in your community. Use the form below to share how your county is using federal relief funds with NACo.

For resources to share your story with local media [click here](#)

SHARE YOUR STORY

10. APPENDIX: EXAMPLES OF ELIGIBLE USES OF RECOVERY FUNDS

PUBLIC HEALTH		
COVID-19 response <ul style="list-style-type: none"> • Vaccination programs • Medical care • Testing • Contact tracing • Isolation and quarantine • Medical or public health access for vulnerable populations • Public health surveillance • Public health order enforcement • Public communication • Health care capacity enhancement • Capital investments in mitigation tactics in public facilities 	<ul style="list-style-type: none"> • Personal protective equipment (PPE) purchases • Prevention and mitigation in congregate living facilities and schools • Ventilation improvements in congregate and health care settings • Public health data system enhancements 	Behavioral health <ul style="list-style-type: none"> • Mental health treatment • Substance misuse treatment • Crisis intervention • Outreach to promote access to health and social services Payroll <ul style="list-style-type: none"> • Public health, health care, human services, public safety, and others who work on COVID-19 response • Payroll and benefit costs for employees or units/divisions primarily dedicated to COVID-19 response

ECONOMIC IMPACTS	
Households <ul style="list-style-type: none"> • Food assistance, rent, mortgage, utilities • Counseling and legal aid to prevent eviction or homelessness • Cash assistance • Burial assistance • Survivor's benefits • Home repairs and weatherization • Internet access or digital literacy assistance • Job training to address negative economic or public health impacts Public Sector <ul style="list-style-type: none"> • Rehiring public sector staff up to pre-pandemic levels • Replenishing unemployment insurance (UI) trust funds up to pre-pandemic levels • Building internal capacity to implement economic relief programs, with investments in data analysis, targeted outreach, 	Hardest-hit Communities <ul style="list-style-type: none"> • Limited to spending within a Qualified Census Tract, families living in Qualified Census Tracts, other populations, households, or geographic areas disproportionately impacted by the pandemic • Community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs • Services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity • New or expanded early learning services, additional resources for high-poverty school districts, educational services like tutoring or afterschool programs and services to address social, emotional, and mental health needs • New or expanded high quality child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

technology infrastructure, and impact evaluations	Small Businesses & Nonprofits <ul style="list-style-type: none"> Loans or grants to mitigate revenue declines, closures (e.g., payroll and benefits support, employee retention, mortgage, rent, utilities, other operating costs) Loans, grants, or in-kind assistance to implement prevention or mitigation tactics (e.g., social distancing, enhanced cleaning, barriers or partitions, vaccination, testing, contact tracing) Technical assistance, counseling, or other services to assist business planning Support for tourism, travel, and hospitality sectors
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REVENUE LOSS
<ul style="list-style-type: none"> Broad latitude to support government services, up to the amount of the lost revenue Includes revenue from taxes, current charges, and miscellaneous general revenue Calculated at four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023 Upon receiving payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020 Excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts Includes intergovernmental transfers between state and local governments, but excludes transfers from the federal government Recipients must calculate revenue on an entity-wide basis rather than a source-by-source basis Includes current charges that would be included in the Census Bureau's definition of state or local government general revenue from own sources, such as revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities

PREMIUM PAY FOR ESSENTIAL WORKERS
<ul style="list-style-type: none"> Any work performed by an employee of the state, local or tribal government Staff at nursing homes, hospitals, and home-care settings Workers at farms, food production facilities, grocery stores, and restaurants Janitors and sanitation workers Public health and safety staff Truck drivers, transit staff, and warehouse workers Child care workers, educators, and school staff Social service and human services staff Retrospective and prospective premium pay permissible Staff working for third-party contractors in eligible sectors

WATER & SEWER INFRASTRUCTURE

- Drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines
- Wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works
- Projects that address the impacts of climate change
- Aligns eligible projects with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund
- Encourages projects to use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions

BROADBAND INFRASTRUCTURE

- Investments in areas that are currently unserved or underserved (i.e., lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload)
- Prioritize projects that achieve last-mile connections to households and businesses
- Projects that deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, *unless impracticable due to topography, geography, or cost*
- Fiber optic investments



STRONGER COUNTIES. STRONGER AMERICA.

National Association of Counties
660 North Capitol Street, N.W. | Suite 400
Washington, D.C. 20001
202.393.6226 • www.NACo.org

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linkedin.com/company/NACoDC

NAME	STATE	TOTAL ESTIMATED ALLOCATION (INCLUDES CONSOLIDATED FUNDS)
Crawford County	Georgia	\$2,405,679
Crisp County	Georgia	\$4,338,912
Dade County	Georgia	\$3,125,599
Dawson County	Georgia	\$5,063,486
Decatur County	Georgia	\$5,120,893
DeKalb County	Georgia	\$147,260,977
Dodge County	Georgia	\$3,996,213
Dooly County	Georgia	\$2,596,908
Dougherty County	Georgia	\$17,058,525
Douglas County	Georgia	\$28,382,324
Early County	Georgia	\$1,976,288
Echols County	Georgia	\$776,939
Effingham County	Georgia	\$12,469,813
Elbert County	Georgia	\$3,722,558
Emanuel County	Georgia	\$4,392,052
Evans County	Georgia	\$2,066,278
Fannin County	Georgia	\$5,079,001
Fayette County	Georgia	\$22,191,248
Floyd County	Georgia	\$19,103,081
Forsyth County	Georgia	\$47,371,171
Franklin County	Georgia	\$4,528,395
Fulton County	Georgia	\$206,344,029

Staff Report

Subject: Capacity Agreement between Effingham County Prison and the Georgia Department of Corrections

Author: Alison Bruton, Purchasing Agent

Department: Purchasing, Effingham County Prison

Meeting Date: June 15, 2021

Item Description: Consideration to approve and execute a capacity agreement with the State of Georgia, Department of Corrections

Summary Recommendation: Staff recommends approval of the Capacity Agreement with the GA Dept. of Corrections

Executive Summary/Background:

- Per the new agreement, the County Prison will house 192 State inmates.
- The County will receive \$22.00 per State inmate per day.
- The State Department of Corrections has sole authority of transfers of inmates to and from the County Prison.
- The new Intergovernmental Capacity Agreement commences on July 1st, 2021 through June 30th, 2022 and has been reviewed and approved to form by the County Attorney

Alternatives for Commission to Consider

1. Board approval and execution of the Intergovernmental Capacity Agreement with the State of Georgia, Department of Corrections for inmate housing for the year July 1, 2020 through June 30, 2021
2. Do not approve the Intergovernmental Capacity Agreement with the State of Georgia, Department of Corrections for inmate housing.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: *Purchasing, Prison*

Funding Source: Current Budget

Attachments: Intergovernmental Agreement between GA Department of Corrections and Effingham County

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
EFFINGHAM COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2021, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and EFFINGHAM COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 192 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department's SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County's records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department's

request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2021 until 11:59 p.m. on June 30, 2022 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments

otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 115.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Governmental Entity's, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Governmental Entity's and their employees and sub-contractors will interact with entities of the State of Georgia, their customers, and other Governmental Entities of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Governmental Entities who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A Governmental Entity, including its employees and sub-contractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Governmental Entity is an individual who is regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
 - (a) Governmental Entity has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Governmental Entity will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Governmental Entity has employees and sub-contractors that are regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
 - (a) Governmental Entity will ensure that such employees and sub-contractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has provided sexual harassment prevention training in the last year to such employees and sub-contractors and will continue to do so on an annual basis; or Governmental Entity will ensure that such employees and sub-contractors complete the Georgia Department of Administrative Services' sexual harassment prevention

training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State, Governmental Entity will provide documentation substantiating such employees and sub-contractor's acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

10. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:
Commissioners

Effingham County Board of
Chairman, Wesley Corbitt
601 N. Laurel Street
Springfield, GA 31329

With a copy to:

Effingham County Prison
Warden, Victor Walker
P.O. Box 235
Springfield, GA 31329

If to the Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to:

Robert Toole
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

11. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

13. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

14. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

15. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel
Date: _____

COUNTY:

By: _____
Print Name: _____
Title: _____
Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____
Date: _____

Staff Report

Subject: Renewal of the Agreement for Lodging Excise Tax Distribution with the Effingham County Chamber of Commerce.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: 06-15-2021

Item Description: Consideration to renew the Agreement for Lodging Excise Tax Distribution with the Effingham County Chamber of Commerce.

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:

- The County currently has an agreement in place with the Chamber of Commerce for lodging excise tax distribution. The terms of the agreement are July 1 2013 through June 30 2014 with the option to renew annually unless otherwise cancelled.
- The Board of Commissioners approved the "hotel/motel tax" in June 2013.
- The ordinance levies a 5% tax on the amount of lodging charges collected (unless exemptions apply) on all accommodations in the unincorporated areas, and requires the county expend 40% of the tax collected for the purpose of promoting tourism, conventions, and trade shows under contract with a 501 (c)(6) private sector non-profit organization as defined by O.C.G.A 48-13-50.2(3).
- The agreement with the Chamber of Commerce provides for 80% of the revenue collected to be provided to them for the purpose of promoting tourism, conventions and trade shows.
- The agreement has been previously reviewed and approved to form by the county attorney.

Alternatives for Commission to Consider:

1. Board approval to allow the agreement for lodging excise tax distribution with the Chamber of Commerce to automatically renew for the period July 1 2021 through June 30 2022.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Funding from lodging excise tax proceeds received by the County.

Attachments:

1. Current agreement for Lodging Excise Tax Distribution with the Chamber of Commerce.
2. Chamber Hotel Motel Budget FY22.

AGREEMENT FOR LODGING EXCISE TAX DISTRIBUTION

This agreement made and entered into this 1st day of July 2013 between the Effingham County Board of Commissioners, hereinafter referred to as "the County" and the Effingham County Chamber of Commerce, Incorporated, a corporation organized under the laws of the State of Georgia and operating as a not-for-profit corporation hereinafter referred to as "the Chamber".


WHEREAS, the County has adopted a lodging excise tax at a rate of 5% pursuant to the provisions of O.C.G.A. §48-13-51(a)(3); and

WHEREAS, 40% of the total amount of the tax collected from the source must be expended for the purpose of promoting tourism, conventions, and trade shows under a contract with a private not-for-profit organization as defined by O.C.G.A. § 48-13-50.2(3); and

WHEREAS, the Chamber is private not-for-profit organization as defined by O.C.G.A. O.C.G.A. § 48-13-50.2(3) that engages in the promotion of tourism, conventions and trade shows; and

WHEREAS, the County has reviewed and approved the budget prepared by the Chamber; and

The Parties hereto agree as follows:

Term. The term of this agreement shall commence on the 1st day of July 2013 and expire on June 30, 2014, provided that the Chamber's obligation to provide financial statements and audits shall survive termination. The contract may be renewed by the Board of Commissioners, at its discretion, for  additional one year terms; provided that a proposed budget is submitted by the Chamber to the County for consideration no later than June 1st of the fiscal year then current.

Distribution. The County shall remit to the Chamber 80% of the lodging excise tax levied. Disbursements shall be made by the County on a monthly basis.

Approved Expenditures. The Chamber shall expend not less than one-half of the lodging excise tax revenue received from the County solely for the purposes of promoting tourism, conventions, and trade shows and only in accordance with a budget reviewed and approved by the County. The Chamber shall expend the remainder of the lodging excise tax revenue received from the County solely for the purpose of cultural or recreational events for the benefit and enjoyment of the residents of and visitors to Effingham County, and only in accordance with a budget reviewed and approved by the County. A copy of the Chamber's budget for Fiscal Year 2013-2014 is attached as Exhibit 1 as incorporated herein.

Budget Adjustments. The Chamber shall submit any changes or adjustments to the budget to the County for approval by the Board of Commissioners, prior to expending or encumbering non-budgeted funds.

Surety Bond. The Chamber shall provide a bond in a sum of \$10,000.00 conditioned for the faithful accounting for all public and other funds or property coming into the custody, control, care, or possession of the Chamber, its board members, and its employees.

Financial Reporting. The Chamber shall provide to the County a financial statement of income and expenditures in a form acceptable to the County. The Chamber shall provide a certified compilation report to the County not later than the 1st day of October following each fiscal year during the initial term of this agreement and any renewal term. The Chamber shall provide the County a copy of any contracts executed in the furtherance of this Agreement. Except with the express written permission of the County, the Chamber shall not enter into any contract or undertake any liability in furtherance of

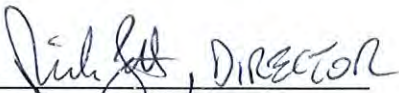
this Agreement that obligates the Chamber for a period in excess of the initial term or any then current term of this Agreement.

Termination. The County shall retain the right to review the progress of the Chamber regarding its activities at any time. If at any time during the contract period, the County determines that the Chamber has not made sufficient progress on its agenda, has expended lodging excise tax revenues for purposes other than promoting tourism, conventions, and trade shows or other budgeted activities or in any manner not consistent with the budget reviewed and approved by the County, or is in breach of any part of this agreement, the County may terminate the contract upon thirty (30) days written notice. In the event of termination, the County shall assume all debts, contractual obligations, and liabilities incurred by the Chamber in the furtherance of the contract as of the date of receipt by the Chamber of notice of termination, provided that such debts, contractual obligations, and liabilities have previously been included within an approved budget. The County shall not be held liable for any other debts, contracts, liabilities, or expenditures of the Chamber

Disposition of Property and Assets. Within thirty (30) days of the date of dissolution of the Chamber or termination of this Agreement, the Chamber shall relinquish to the County all equipment, furniture, supplies, and assets purchased with lodging excise tax proceeds and all unexpended lodging excise tax proceeds. The Chamber shall clearly identify at all times such equipment, furniture, supplies, and assets and in proving documentation and information concerning on-going obligations in furtherance of this contract.

In Witness Whereof, the parties have executed this agreement the day and year first above written.

Effingham County Chamber of Commerce, Inc.


BY: [name and title]

Attested to by:


Secretary

[corporate seal]

Effingham County Board of Commissioners



Wendall Kessler, Chairman

Attest:


Stephanie Johnson, Interim County Clerk

FINAL
-A-G-E-N-D-A-

FOR THE EFFINGHAM COUNTY COMMISSIONER MEETING OF: **June 18, 2013**

Items of Business	Action Requested of Commissioners	Previous Action of Commissioners	Action Taken
	Children Services		
12 Resolution Joanna Wright	Consideration to approve a Continuing Budget Resolution		Approved
13 Agreement Adam Kobek	Consideration to approve an Agreement with the Ogeechee Judicial Circuit Public Defender Office		Approved
14 Ordinance Change Toss Allen	Consideration to approve the Second Reading to amend the Official Code of Effingham County by adding a Hotel/Motel Excise Tax Ordinance	06/04/2013 First Reading 	Approved 2 nd reading
15 Agreement Toss Allen	Consideration to approve an agreement with Effingham County Chamber of Commerce for Lodging Excise Tax Distribution		Approved
16 Letter Toss Allen	Consideration to sign an easement containment letter for a tract of land intended to be developed as an apartment complex known as Goshen Crossing Phase II		Approved
17 Bid Award Toss Allen	Consideration to approve a quote for wetland delineation services for Herbert Kessler Road		Approved
18 Discussion Toss Allen	Discussion on the amount of Impact Fees available and allowable uses for the funds		Discussed
	Consideration to authorize the use of \$90,000 for roads, \$22,950 for public safety to pay reimbursement of Hodgeville Road Paving and the Sheriff's South Precinct		Approved
19 Agreement Toss Allen	Consideration to approve a Consultant Services Agreement for on call right-of-way services from Moreland Altobelli Associates, Inc.		Approved
20 Contract Toss Allen	Consideration to approve a Purchase and Sale Contract with Georgia Power for 27.20 acres of land and to authorize the chairman to sign the closing documents.		Approved w/ change
21 Contract/NTP Toss Allen	Consideration to approve a contract and issue a notice to proceed for Drainage Improvements in Westwood Heights		Approved

**STATE OF GEORGIA
EFFINGHAM COUNTY**

**AN ORDINANCE TO IMPOSE AN EXCISE TAX ON ROOMS, LODGINGS AND ACCOMMODATIONS,
AND FOR OTHER PURPOSES**

WHEREAS, Article 3 of Chapter 13 of Title 48 of the Official Code of Georgia Annotated authorizes the Board of Commissioners to levy certain excise taxes on rooms, lodgings, and accommodations for the purpose of making funds available for the purposes of promoting, attracting, stimulating, and developing conventions and tourism in Effingham County and for the provision of other local government services;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

Sec. 1. - Definitions

The following words, terms and phrases shall, for the purposes of this article and except where the context clearly indicates a different meaning, be defined as follows:

Special District. The term special district shall have the same meaning as set forth in O.C.G.A. § 48-13-50.1, and shall include all the territory within Effingham County except territory located within the boundaries of any municipality which imposes an excise tax on charges to the public for rooms, lodgings, and accommodations under Article 3 of Chapter 13 of Title 48 of the Official Code of Georgia Annotated.

County administrator. The duly appointed county administrator of the Board of Commissioners of Effingham County or his or her designee.

Due date. The twentieth day after the close of the monthly period for which the tax is to be computed.

Estimated tax liability. The operator's prospective tax liability based upon tax remittance in the prior fiscal year, as adjusted for change in tax rate or substantial change in circumstances due to damage to the hotel.

Folio. Primary documentation produced by a hotel that demonstrates interaction between the operator and the occupant, and which, at a minimum, reflects the name and address given by the occupant, the date(s) of occupancy, the amount of rent charged for each date together with the amounts of applicable excise tax(es), and the method(s) of payment.

Guest room. A room occupied, or intended, arranged, or designed for occupancy, by one (1) or more occupants for the purpose of living quarters or residential use.

Hotel. Any structure or any portion of a structure, including any lodging house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto court, truck stop, tourist cabin, lodge, inn, time-share or other condominium, apartment community, public club, or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any hospital, asylum, sanitarium, orphanage, jail, prison, or other buildings in which human beings are housed and detained under legal restraint.

Innkeeper. Any person who is subject to taxation under this article for the furnishing for value to the public of any rooms, lodgings, or accommodations.

Lodging charges. The amount charged by any person or entity furnishing public accommodations in the special district for such public accommodations.

Monthly period. The calendar months of any year.

Occupancy. The use or possession, or the right to the use or possession of any guest room or apartment in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.

Occupant. Any person who, for a consideration, uses, possesses, or has the right to use or possess any guest room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator. Any person furnishing public accommodations; and who is subject to the taxation imposed for furnishing for value of such accommodations.

Permanent resident. Any occupant as of a given date who has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for not less than ten (10) continuous days next preceding such date.

Person. Any individual, firm, partnership, joint adventure, association, social club, fraternal organization, joint stock company, corporation, cooperative, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number; excepting the United States, the State of Georgia and any instrumentality of either thereof upon which the county is without power to impose the tax.

Promoting tourism, conventions, and trade shows. Planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows.

Public accommodation. Any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by or required to pay a business or occupation tax to the county for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value and shall apply to the furnishing for value of any room, lodging, or accommodation

Rent. The consideration received for occupancy of a public accommodation valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Tax. The tax on occupants imposed by this article, as provided for by O.C.G.A. § 48-13-51(a)(3.2).

Sec. 2. – Levy of Excise Tax.

- (a) There shall be levied upon every person or legal entity furnishing any public accommodation in the special district an excise tax at the rate of five (5) per cent of the amount of the lodging charges collected unless an exemption is provided under section 4.
- (b) The excise tax so levied is also imposed upon every person or entity who is a hotel or motel guest and who receives a room, lodging, or accommodation. Each such guest subject to the tax levied under this section shall pay the tax to the person or entity providing such room, lodging, or accommodation. The tax shall be a debt of the person

obtaining the room, lodging, or accommodation to the person or entity providing such room, lodging, or accommodation until it is paid and shall be recoverable at law by the person or entity providing such room, lodging, or accommodation in the same manner as authorized for the recovery of other debts. The person or entity collecting the tax from the hotel or motel guest shall remit the tax to the governing authority imposing the tax, and the tax remitted shall be a credit against the tax imposed by division (a) of this subparagraph on the person or entity providing the room, lodging, or accommodation.

- (c) The lodging excise tax shall be levied at this rate and the resulting revenues shall be used pursuant to the provisions of O.C.G.A. § 48-13-51(a)(3).

Sec. 3. - Collection of tax by operator.

Every operator renting public accommodations in the special district shall collect a tax of five (5) per cent on the amount of lodging charges from the occupant unless an exemption is provided under section 4. The operator shall provide a receipt to the occupant, which receipt shall reflect both the amount of rent and the amounts of this and other tax(es) applicable. This tax shall be due from the occupant and shall be collected by the operator at the same time that the rent is collected.

Sec. 4. - Exemptions.

The tax imposed by this article shall not apply to:

- (a) Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty;
- (b) The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge;
- (c) Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this paragraph. For purpose of the exemption provided under this paragraph, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; or
- (d) Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous occupancy.
- (e) To employees of the United States Government and its instrumentalities for accommodations furnished for any period when the charges are paid exclusively by check or other negotiable instrument issued by the United States of America or any of its instrumentalities. Unless the charges are paid directly by the U.S. Government or one of its instrumentalities, such employees (including military personnel) are *not* exempt from this tax.

Sec. 5. - Registration of operator; form and contents; execution; certificate of authority.

Every person engaging or about to engage in business as an operator of a hotel in this county shall immediately register with the county administrator on a form provided by said official. Persons engaged in such business must so register not later than thirty (30) days after the date that the ordinance becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the administration of the tax as prescribed by the county administrator.

The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer. The county administrator shall, after such registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable.

Sec. 6. - Determination generally; returns; payments.

- (a) *Due date of taxes.* Each person furnishing public accommodations in the special district, on or before the twentieth day of each month, shall transmit returns and remit taxes due to the county administrator showing the gross charges taxable under this article during the preceding calendar month. The returns required by this subsection shall be made upon forms prescribed, prepared, and furnished by the county administrator. The tax shall become delinquent for each monthly period after the twentieth day of each succeeding month during which it remains unpaid. The United States Postal Service's postmark shall constitute evidence of the date of transmittal and remittance.
- (b) *Penalty and interest for failure to pay tax by due date.* An operator who fails to make any return or to pay the full amount of tax required by this article shall be assessed a penalty to be added to the tax in the amount of five (5) per cent or five dollars (\$5.00), whichever is greater, if the failure is for not more than thirty (30) days; and an additional five (5) per cent or five dollars (\$5.00), whichever is greater, for each additional thirty (30) days or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five (25) per cent or twenty-five dollars (\$25.00), whichever is greater. Delinquent amounts shall bear interest at the rate of one (1) per cent per month, or fraction thereof, until paid.
- (c) *Acceptance of delinquent return and remittance without imposing penalty and interest; authority; requirements.* If the failure to make any return or to pay the amount of tax by the due date results from providential cause shown to the satisfaction of the governing authority of the county by affidavit attached to the return, and remittance is made within ten (10) days of the due date, the return may be accepted exclusive of penalty and interest.
- (d) *Waiving of penalty and interest; authority.* O.C.G.A. § 48-2-41, relating to the authority to waive interest, and O.C.G.A. § 48-2-43, relating to the authority to waive penalty, shall apply; provided, however, that the governing authority shall stand in lieu of the Georgia Commissioner of Revenue, and the county shall stand in lieu of the State.
- (e) *Penalty for fraud.* In the case of a false or fraudulent return, or of failure to file a return where willful intent exists to defraud the county of any tax due, a penalty of fifty (50) per cent shall be assessed.
- (f) *Return; remittance; time of filing; operators required to file; contents.* On or before the twentieth day of the month succeeding each monthly period, a return for the preceding monthly period together with appropriate remittance shall be filed with the county administrator. The return shall report the gross rent, taxable rent, exempt rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the county administrator. However, if the estimated tax liability for any monthly period shall exceed two thousand five hundred dollars (\$2,500.00) for an operator who, in the prior fiscal year remitted tax greater than two thousand five hundred dollars (\$2,500.00) in any three (3) consecutive months, such operator shall file an estimated return and remit not less than fifty (50) per cent of the estimated tax liability for the monthly period by the twentieth day of that same monthly period. The amount of tax so remitted shall be credited against the amount to be due with the regular return for the monthly period to be filed on the twentieth day of the succeeding month.
- (g) *Extension of time of filing; authority; requirements; remittance; penalty and interest.* The County Administrator may, for good cause, extend the time for making returns for not longer than thirty (30) days. No extension shall be valid unless granted in writing upon written application of the operator. Such grant may not be applicable for a longer period

than twelve (12) consecutive months. An operator granted an extension shall remit tax equaling not less than one hundred (100) per cent of the tax paid for the corresponding period of the preceding fiscal year; such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty or interest shall be charged during the first ten (10) days of the extension period. Thereafter, interest shall be collected upon the unpaid balance at the rate specified by O.C.G.A. 48-2-40.

- (h) *Collection fee allowed operators.* Operators collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three (3) per cent of the amount due, but only if the amount due was not delinquent at the time of payment.

Sec. 7. - Deficiency determinations.

- (a) *Recomputation to tax; authority to make; basis of recomputation.* If the board of commissioners is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the county by any operator, the county administrator may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more deficiency determinations may be made of the amount due for one (1) or more monthly periods.
- (b) *Penalty and interest for failure to pay tax.* Penalty and interest shall be assessed upon the amount of any determination, as provided by section six (6).
- (c) *Notice of determination; service of.* The county administrator shall give to the operator written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the county. Service by mail is complete when delivered by certified mail with a receipt signed by addressee.
- (d) *Time within which notice of deficiency determination to be mailed.* Except in cases of failure to make a return or of fraud, every notice of deficiency determination shall be mailed within three (3) years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

Sec. 8. - Determination if no return made.

- (a) *Estimate of gross receipts.* If any operator fails to make a return, the county administrator shall make an estimate of the amount of the gross receipts of the operator, or as the case may be, of the amount of total rentals in this county which are subject to the tax. The estimate shall be made for the period or periods in respect to which the operator failed to make the return and shall be based upon any information which is or may come into the possession of the county administrator. Written notice shall be given in the manner prescribed in subsection 7(c).
- (b) *Penalty and interest for failure to pay tax.* Penalty and interest shall be assessed upon the amount of any determination, as provided by section 7.

Sec. 9. - Collection of tax by county.

- (a) *Action for delinquent tax; time for.* At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected, the board of commissioners may bring an action in a court of competent jurisdiction in the name of the county to collect the amount delinquent together with penalty, interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.
- (b) *Operator selling or quitting business.* If any operator liable for any amount under this article sells out his or her business or quits the business, he or she shall make a final

return and payment within fifteen (15) days after the date of selling or quitting the business.

- (c) *Duty of successors or assignees of operator to withhold tax from purchase money.* If any operator liable for any amount under this article sells out his business or quits the business, his successors or assigns shall withhold a sufficient amount from the purchase price to cover the amount of the taxes, interest, and penalties due under this article and unpaid until the former owner produces either a receipt from the county administrator reflecting that such taxes, interest, and penalties have been paid or a certificate from the county administrator stating that no amount is due.
- (d) *Liability for failure to withhold.* If the purchaser of a business fails to withhold the purchase money as required, he or she shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price, and the property being transferred shall in all cases be subject to the full amount of the tax lien arising from the delinquencies of the former owner.
- (e) *Credit for tax, penalty or interest paid more than one or erroneously or illegally collected.* Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the county, it may be offset by the governing authority. If the operator or person determines that he has overpaid or paid more than once, which fact has not been determined by the county administrator, such person shall have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claim shall be audited. If the claim is approved by the governing authority, the excess amount paid to the county may be credited on any amounts then due and payable from the person by whom it was paid.

Sec. 10. - Administration of ordinance; recordkeeping.

- (a) *Authority of county administrator.* The county administrator shall administer and enforce the provisions of this article for the collection of the tax.
- (b) *Records required from operators, etc; form.* Every operator renting public accommodations in the special district shall preserve, for a minimum of three (3) years, all folios, receipts, certificates of exemption and such other documents as the county administrator may prescribe, and in such form as he may require. Said records shall at all times be available for examination within the county during the county's regular business hours.
- (c) *Application for sales tax audit reports.* Each year, in the month of January, the county administrator shall request in writing from the Georgia Commissioner of Revenue any reports of sales tax audits conducted of hotels in the county during the preceding calendar year.
- (d) *Examination of records; audits.* The county administrator or any person authorized in writing by him may examine the books, papers, records, financial reports, equipment and other facilities of any operator renting public accommodations and any operator liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.
- (e) *Authority to require reports; contents.* In administration of the provisions of this article, the county administrator may require the filing of reports by any person or class of persons having in their possession or custody information relating to the rental of public accommodations which are subject to the tax. The reports shall be filed with the county administrator when required by said official, and shall set forth the rental charged for each occupancy, the date(s) of occupancy, the basis for exemption, or such other information as the county administrator may prescribe.

Sec. 11. - Violations.

- (a) In addition to the penalty of being liable for and paying the tax himself or herself, any person who fails, neglects, or refuses to collect the tax provided in this article, either by himself or herself or through his or her agents or employees, may be punished for violation of O.C.G.A. § 48-13-59 and, upon conviction thereof, shall be punished by a fine of not more than \$100.00 or imprisonment in the county jail for not more than three months, or both.
- (b) It shall be unlawful for any innkeeper to fail to make a return and pay the taxes due under this article. Offenders may be prosecuted for violations of O.C.G.A. § 48-13-58.1.
- (c) It shall be unlawful for any innkeeper required by this article to make, render, sign, or verify any return to make a false or fraudulent return with intent to evade the taxes levied by this article. Any person who violates this subsection may be prosecuted for violation of O.C.G.A. § 48-13-60 and, if found guilty, shall be punished by a fine of not less than \$100.00 nor more than \$300.00 or confinement in the county jail for not less than 30 days nor more than three months, or both.
- (d) It shall be unlawful for any innkeeper subject to this article to fail or refuse to furnish any return required to be made by this article or to fail or refuse to furnish a supplemental return or other data required by the board of commissioners. Any person who violates this subsection shall be guilty of a misdemeanor and may be prosecuted for violation of O.C.G.A. § 48-13-61.
- (e) It shall be unlawful for any innkeeper to fail to keep records or open the records for inspection as required by law. Any person who violates this subsection shall be guilty of a misdemeanor and may be prosecuted for violation of O.C.G.A. § 48-13-62.
- (f) Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person, and shall be punished accordingly.
- (g) Any person who violates any other provision of this article may be prosecuted and sentenced in the manner to the extent authorized by Section 1-19 of this Code.

Sec. 12. – Use of Tax Proceeds.

As required by O.C.G.A. § 48-13-51(a)(3), the county shall expend two-fifths of the tax collected for the purpose of promoting tourism, conventions, and trade shows under a contract with a private sector non-profit organization as defined by O.C.G.A. § 48-13-50.2(3).


Sec. 13. - Effective date.

This article and the tax levied hereby shall become effective on July 1, 2013, or upon the first day of the second month following the adoption of this ordinance, whichever occurs later.


Wendall Kessler, Chairman

First Reading: 4-~~6-18~~-2013

Second Reading: 6-18-2013

Attest: 
Stephanie Johnson, Interim County Clerk

FY22 Proposed Tourism Budget

Tourism Revenue	FY22 Budget	FY21 Budget	FY21 Actual-To-Date	<i>(FY21 Budget Amended, Approved by ECBOC 1/5/2021)</i>
Hotel-Motel Taxes	\$ 12,000.00	\$ 12,000.00	\$ 7,967.07	
Funds Recovered from Edwards Interiors	\$ 2,200.00	\$ 5,000.00	\$ 2,300.00	<i>(\$2200 carried over to FY22 from FY21)</i>
Total Tourism Revenue	\$ 14,200.00	\$ 17,000.00	\$ 10,267.07	
Tourism Expenses	FY22 Budget	FY21 Budget	FY21 Actual-To-Date	
Brochure Distribution	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	<i>(Official Guides of Savannah Inc.)</i>
Printing	\$ 1,500.00	\$ 1,500.00	\$ -	<i>(Revised rack card/brochure design in FY22)</i>
Print Ads	\$ 2,000.00	\$ 4,000.00	\$ 3,522.00	<i>(South Magazine, Pooler Magazine)</i>
Digital Ads	\$ -	\$ 1,900.00	\$ -	
Creative Services	\$ -	\$ 1,500.00	\$ 2,075.00	<i>(J. DeLSUR Marketing Group: Updated Brochure & Ad Design, Graphic Design for)</i>
Online Content and SEO Services	\$ 3,375.00	\$ 5,565.00	\$ 2,385.00	<i>(Contract with River Horse Digital Marketing begun in FY21)</i>
Design & Fabrication, I-95 Welcome Ctr Display	\$ 5,000.00			<i>(Design & Fabrication to be financed over 4-5 years and paid from Excise Tax R)</i>
Total Tourism Expenses	\$ 14,575.00	\$ 17,165.00	\$ 10,682.00	

or Welcome Ctr Display)

Revenue)

Staff Report

Subject: Grant agreement with the State for Family Connection

Author: Christy Carpenter, Finance Director, Alison Bruton, Purchasing Agent

Department: Finance

Meeting Date: 06/15/2021

Item Description: Approval of grant agreement with the State 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. There is an agreement which outlines the general operations and responsibilities of each party regarding the contract and funding to Family Connections.
2. The contract is with the state and does mandate specific rules and stipulations which must be followed.
3. FY2022 contract is for \$48,000

Alternatives for Commission to Consider:

1. Approve the FY22 Contract to serve as Fiscal Agent to Family Connection
2. Do not approve the FY22 Contract to serve as Fiscal Agent to Family Connection
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative #1 - approval

Other Alternatives: n/a

Department Review: Finance, County Attorney

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

Attachments:

1. Family Connection FY 2022 Contract
2. Security and Immigration Compliance Form

**FAMILY CONNECTION FY 2022 CONTRACT
CONTRACT TRANSMITTAL**

TO: County Family Connection Fiscal Agent

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2022 Family Connection contract (July 1, 2021 to June 30, 2022) is attached.

The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.

To execute the contract please do the following:

1. Verify the following items: (If corrections are needed, please mark through error, and write in blue ink the correction needed. We will correct our data base after receipt of your signed contract.)
 - a. That your organization's name and legal address are correct in Paragraph 101.
 - b. That your organization's Federal Employer Identification (FEI) is correct on page 1.
 - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
 - d. That your organization's name and address for mailing purposes, along with your telephone number, fax, and email, are correct in Paragraph 103 A.2. And B.
2. **The Department of Human Services will now accept digital signatures or an actual signature you have created. If you have the software to sign electronically, you may sign the document and return to lunsford@gafcp.org by email.**
3. **If you do not have the capability to sign electronically, print one copy of the contract.**
 - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed as required.
 - b. Ensure that Annex D, Business Associate Agreement, is completed and signed on page 8 of Annex D. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1st line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.
 - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract being delayed and delay your receipt of an executed contract for FY2022.
 - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2022 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. In lieu of the affidavit, individuals with Zero (0) Employees may submit the Security and Immigration Compliance – Purchase of Services \$2,499.99 or More, select Option 2 and attach a copy of their state issued driver's license or identification card along with a signed and complete exemption form and attached to the contract in lieu of a Sub-Contractor Affidavit. This form is attached.
4. **If you do not have the capability for electronic signature, you must mail one contract with original signatures and names and titles, etc. to:**

Linda Lunsford
Georgia Family Connection Partnership
235 Peachtree Street - Suite 1600
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

The Department of Human Services requires all payments over \$5,000 must be paid by direct deposit. Please make sure your bank account routing is accurate. If a change in your account has occurred or you are not currently enrolled with the State's Vendor Management System you must complete the attached Vendor Form, attach a voided check, and return along with your signed contract.

If you need assistance, please email lunsford@gafcp.org or call Linda Lunsford at 404.739.0057.

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT**

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: [REDACTED] (hereinafter the "Contractor") Effingham County Board of Commissioners	Contractor's Address: [REDACTED] 601 North Laurel Street Springfield, GA 31329-6816
Contractor's FEI #: 58-6000821	Contractor's Accounting Year End Date: June 30
Contractor's Entity Type: Local Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Sub-recipient Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If Y, DUNS #: N/A Vendor Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
DHS (state) Financials Vendor ID #: [REDACTED]	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense ☒ Revenue ☐ No Cost ☐

Total Obligation: \$48,000.00 Federal: \$0.00 State: \$48,000.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2021

Contract Expiration Date: June 30, 2022

Contract Fiscal Year: FY 2022

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
Telephone #: 404-527-7394
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela Rowie
Two Peachtree Street, N.W., 27th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404-295-3774
Fax: 770-342-7407

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Effingham County Board of Commissioners
Attn: Wesley Corbitt, BOC Chair
601 North Laurel Street
Springfield, GA 31329-6816
(912) 754-2123
wcorbitt@effinghamcounty.org

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329-6816

SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(103) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(104B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(105A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(106) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 CONFLICT OF INTEREST:

(107FC) 03/07/18*

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:
- (1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
 - (2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

PARA #108 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #109 USE OF STATE VEHICLES:

(109A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #110 INDEPENDENT CONTRACTOR RELATIONSHIP:

(110) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(111) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(112) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 SEVERABILITY:

(113) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION:

(114) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #115 COOPERATION IN TRANSITION OF SERVICES:

(115) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #116 FORCE MAJEURE:

(116) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #117 ACCESS TO RECORDS AND INVESTIGATION:

(117) 04/01/13

- A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS:

(118A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #119 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(119A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any Federal or State audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #120 PUBLICITY:

(120) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(121A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. **INVENTIONS AND PATENTS:** The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such Federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. **COPYRIGHTS:** The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such authority

regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.

- C. **PUBLICATIONS:** All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.
- D. **DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE:** In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

PARA #122 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(123) 03/07/18

- A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #124 DRUG-FREE WORKPLACE:

(124) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

(125C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #126 CRIMINAL HISTORY INVESTIGATIONS:

(126A) 03/07/18

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
- (1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
 - (2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #127 AIDS POLICY:

(127) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #128 INDEMNIFICATION:

(128) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the

Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

PARA #129 PROPERTY MANAGEMENT REQUIREMENTS:

(129A) 03/07/18

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services
Attn: Sharon Burrow
2 Peachtree Street NW, 28th Floor
Atlanta, Georgia 30303-3142
ofssassetmanagementunit@dhs.ga.gov

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

- D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
 - (1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.
 - (2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

PARA #130 FUNDING:

(131) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

PARA #131 PARTIES BOUND:

(132) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #132 COOPERATION WITH OTHER CONTRACTORS:

(133) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #133 CONTRACTOR ACCOUNTING REQUIREMENTS:

(134) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #134 TIME OF THE ESSENCE:

(135) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein as Annex A.

PARA #135 ASSIGNMENT AND MERGER:

(136) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

SECTION II SPECIAL TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 3/17/03

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees:
 - 1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.
 - 2. To deliver services at sites as described in **Annex A**.
 - 3. To provide Family Connection activities for and services to children and their families in order to:



Improve family functioning, including family stability and reduce incidence of child abuse.

- ☐ Improve family economic capacity, including job training and employment, housing, and community economic development.
- ☒ Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
- ☐ Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
- ☐ Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on **Annexes B and C**.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.
2. Provide state level administrative and specialized assistance support for Family Connection implementation.
3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
4. Ensure facilitators are available to assist Family Connection collaboratives.

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301C) 03/10/16

The total approved budget for this Contract is \$48,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$48,000.00.

PARA #302 CONTRACT BUDGET ANNEX:

(302) 03/07/18

- A. The budget attached to this Contract as **Annex B, Part 1** is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(303B) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT:

(304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as **Annex C, Part 1**. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as **Annex B, Part 2**.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as **Annex B, Part 1**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS **SECTION IV**

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as **Annex D** titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in **Annex E** titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in **Annex E** titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.
- H. Fair Labor Standards Act of 1938, as amended.
- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.

- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
- (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING:

(405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2022
Annex A - Part 4	FY 2022 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2022
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2022 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Effingham County Board of Commissioners

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of Effingham County, certify that this contract is entered in Book No. ___, Page No. ___, of the official minutes of the Commission of Effingham County.

CONTRACTOR EXECUTION:

Signature

***Date signed by Contractor

*Typed name of individual signing

Chairman, Commission of
Effingham County

DATE: _____

Attestor's signature

Attestor's typed name

**Title of Attestor

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

Robyn A. Crittenden
Commissioner

Date signed by the Department

Annex A Part 1

**Family Connection
CONTRACT COVER PAGE**

FY 2022 Annual Plan
(July 01, 2021 - June 30, 2022)

County: **Effingham**

Region: **Region 12**

Name of Collaborative: Effingham County Family Connection Commission Inc.

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Elaine Spencer	Name: Kristen Wert
Title: Executive Director	Title: Director
Mailing Address: PO Box 377	Mailing Address: Treutlen House 131 Old Augusta Rd Central
City:Springfield 9 digit zip: 31329-0377	City: Rincon 9 digit zip: 31326-0000
Street Address (if different): 601 North Laurel Street	Street Address (if different): 131 Old Augusta Rd Central
City:Springfield 9 digit zip: 31329-6816	City: Rincon 9 digit zip:31326-0000
Phone: 912-429-5468	Phone: 912-754-9797
Fax:	Fax:912-754-2154
Email: ecfamilyconnection@gmail.com	Email: Treutlen.wert@yahoo.com

Effingham County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000821

Federal Identification Number of Fiscal Agent
(Required)

June 30

Fiscal Agent's Fiscal Year End
Month & Day

\$48000

Annex A Part 2

Fiscal Agent Information		County: Effingham
<p>The Effingham County Board of Commissioners agrees to serve as the fiscal agent for Effingham County Family Connection Commission Inc. for the period of July 01, 2021 - June 30, 2022.</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, 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 board 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> <p>Reports are to be submitted to: Contract Manager Family Connection Partnership 235 Peachtree Street, Suite 1600 Atlanta, GA 30303-1422</p>		
<p>THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.</p> <p>Person authorized to sign for Fiscal Agent: Name: <u>Stephanie Johnson</u> Title: <u>County Clerk</u></p> <p>Contract will be emailed to: Name: <u>Stephanie Johnson</u> Email: <u>sjohnson@effinghamcounty.org</u></p>	<p>Fiscal Agent Information</p> <p>Fiscal Agent's Fiscal Year End: Month: <u>June</u> Day: <u>30</u></p> <p>Fiscal Agent's FEI#: 58-6000821</p> <p>Legal Name of Fiscal Agent Entity: <u>Effingham County Board of Commissioners</u></p> <p>Street Address (cannot be a P.O. Box): <u>601 North Laurel Street,</u></p> <p>City, State, 9 digit zip code: <u>Springfield,GA,31329-6816</u></p> <p>Telephone: (912) 754-2123 Fax:</p> <p>Fiscal Agent Contact Person: Name: <u>Wesley Corbitt</u> Title: <u>BOC Chair</u></p> <p>Telephone: (912) 754-2123 Fax: Email: <u>wcorbitt@effinghamcounty.org</u></p> <p>Mailing Address if different from street address: <u>601 North Laurel Street,</u> <u>Springfield,GA,31329-6816</u></p>	

Annex A Part 3

**Family Connection
PLAN SUMMARY for FY 2022**

County: Effingham

I. Core Collaborative Functions

The Effingham County Family Connection Commission Inc. collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families	
Goal: Improved conditions for children and families in Effingham County	
Outcome: Increased mental health awareness and service coordination	
Indicator	
Teen deaths by homicide, suicide and accident, ages 15-19 (per 100,000) [HC10a]	
Children with a substantiated incident of neglect (per 1,000) [SF3b]	
Children with a substantiated incident of abuse (per 1,000) [SF3a]	
Other [LD10] Number of mental health providers in protocol	
Other [LD10] Number of days teens report sad or withdrawn	
Strategy: Effingham County Family Connection will work to make a collective impact by engaging key community partners to increase mental health awareness and service coordination	

Annex A Part 4

Budget Proposal FY22

County: Effingham

Expense Type	Family Connection Budget Allocation	Description of Expenses							
Personal Services	\$0	<table><tr><th>Position Title</th><th>Cost</th></tr><tr><td colspan="2"></td></tr></table>		Position Title	Cost				
Position Title	Cost								
Regular Operating	\$1700	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td>office supplies, conferences</td><td>\$1,700.00</td></tr></table>		List of expenses	Total Cost	office supplies, conferences	\$1,700.00		
List of expenses	Total Cost								
office supplies, conferences	\$1,700.00								
Travel	\$0	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td></td><td>\$0.00</td></tr></table>		List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost								
	\$0.00								
Equipment	\$0	<table><tr><th>Equipment</th><th>Cost</th></tr><tr><td colspan="2"></td></tr></table>		Equipment	Cost				
Equipment	Cost								
Per Diem, Fees & Contracts	\$46300	<table><tr><th>Legal Name of Contractor</th><th>Description of Services/Deliverables</th><th>Cost</th></tr><tr><td>Elaine Spencer</td><td>Executive Director</td><td>\$46,300.00</td></tr></table>		Legal Name of Contractor	Description of Services/Deliverables	Cost	Elaine Spencer	Executive Director	\$46,300.00
Legal Name of Contractor	Description of Services/Deliverables	Cost							
Elaine Spencer	Executive Director	\$46,300.00							
Tele-communications	\$0	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td></td><td>\$0.00</td></tr></table>		List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost								
	\$0.00								
Other	\$0	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td></td><td>\$0.00</td></tr></table>		List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost								
	\$0.00								
TOTAL	\$48000								

Quarterly Expenditure Report FY22

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

Mail to: Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	0				
Regular Operating	\$ 1,700				
Travel (staff)	\$				
Equipment	\$				
Per Diem, Fees & Contracts	\$ 46,300				
Telecom-munications	\$				
Other:	\$				
TOTAL	\$48,000				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:

Date Received at Georgia Family Connection Partnership _____ Initials _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Quarterly Subcontractor Report FY22

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Mail to:

Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors (Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

Fiscal Agent Signature

Print Name

Date: _____

For Office Use Only:

Date Received at

Georgia Family Connection Partnership _____ **Initials** _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Annex C Part 1

Quarterly Narrative Report FY22

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:

Date Received at Georgia Family Connection Partnership _____ Initials _____

**Family Connection
Status Report
FY 2022 Plan of Action (if Required)**

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2022 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:

Date Received at Family Connection Partnership _____ **Initials** _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Effingham County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No. _____** between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363

Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876

- B. At Contractor:** Wesley Corbitt
BOC Chair
Effingham County Board of Commissioners
wcorbitt@effinghamcounty.org
(912) 754-2123

8. Contractor agrees that it will:

- A.** Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B.** Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C.** Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D.** In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E.** Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F.** Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G.** Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H.** Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

- i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS’s request for proof of implementation.

- J.** Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K.** Upon DHS’s reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L.** Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O.** In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

- iii. This Effect of Termination section survives the termination of the Agreement.

- 11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 12. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Effingham County Board of Commissioners

BY: _____
SIGNATURE DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems.
Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please
complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)
(Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Clarified Version 1/5/2015-agb

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201____.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201 ____ in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_____.

NOTARY PUBLIC

My Commission Expires:

ANNEX F

Brian P. Kemp
Governor



Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

**Department of Human Services
Notice Concerning Critical Incident Reporting**

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

**Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.**

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142

**FAMILY CONNECTION FY 2022 CONTRACT
CONTRACT TRANSMITTAL**

TO: County Family Connection Fiscal Agent

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2022 Family Connection contract (July 1, 2021 to June 30, 2022) is attached.

The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.

To execute the contract please do the following:

1. Verify the following items: (If corrections are needed, please mark through error, and write in blue ink the correction needed. We will correct our data base after receipt of your signed contract.)
 - a. That your organization's name and legal address are correct in Paragraph 101.
 - b. That your organization's Federal Employer Identification (FEI) is correct on page 1.
 - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
 - d. That your organization's name and address for mailing purposes, along with your telephone number, fax, and email, are correct in Paragraph 103 A.2. And B.
2. **The Department of Human Services will now accept digital signatures or an actual signature you have created. If you have the software to sign electronically, you may sign the document and return to lunsford@gafcp.org by email.**
3. **If you do not have the capability to sign electronically, print one copy of the contract.**
 - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed as required.
 - b. Ensure that Annex D, Business Associate Agreement, is completed and signed on page 8 of Annex D. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1st line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.
 - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract being delayed and delay your receipt of an executed contract for FY2022.
 - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2022 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. In lieu of the affidavit, individuals with Zero (0) Employees may submit the Security and Immigration Compliance – Purchase of Services \$2,499.99 or More, select Option 2 and attach a copy of their state issued driver's license or identification card along with a signed and complete exemption form and attached to the contract in lieu of a Sub-Contractor Affidavit. This form is attached.
4. **If you do not have the capability for electronic signature, you must mail one contract with original signatures and names and titles, etc. to:**

Linda Lunsford
Georgia Family Connection Partnership
235 Peachtree Street - Suite 1600
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

The Department of Human Services requires all payments over \$5,000 must be paid by direct deposit. Please make sure your bank account routing is accurate. If a change in your account has occurred or you are not currently enrolled with the State's Vendor Management System you must complete the attached Vendor Form, attach a voided check, and return along with your signed contract.

If you need assistance, please email lunsford@gafcp.org or call Linda Lunsford at 404.739.0057.

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT**

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: [REDACTED] (hereinafter the "Contractor") Effingham County Board of Commissioners	Contractor's Address: [REDACTED] 601 North Laurel Street Springfield, GA 31329-6816
Contractor's FEI #: 58-6000821	Contractor's Accounting Year End Date: June 30
Contractor's Entity Type: Local Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Sub-recipient Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If Y, DUNS #: N/A Vendor Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
DHS (state) Financials Vendor ID #: [REDACTED]	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense ☒ **Revenue** ☐ **No Cost** ☐

Total Obligation: \$48,000.00 Federal: \$0.00 State: \$48,000.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2021

Contract Expiration Date: June 30, 2022

Contract Fiscal Year: FY 2022

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
Telephone #: 404-527-7394
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela Rowie
Two Peachtree Street, N.W., 27th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404-295-3774
Fax: 770-342-7407

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Effingham County Board of Commissioners
Attn: Wesley Corbitt, BOC Chair
601 North Laurel Street
Springfield, GA 31329-6816
(912) 754-2123
wcorbitt@effinghamcounty.org

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329-6816

SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(103) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(104B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(105A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(106) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 CONFLICT OF INTEREST:

(107FC) 03/07/18*

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:
- (1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
 - (2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

PARA #108 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #109 USE OF STATE VEHICLES:

(109A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #110 INDEPENDENT CONTRACTOR RELATIONSHIP:

(110) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(111) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(112) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 SEVERABILITY:

(113) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION:

(114) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #115 COOPERATION IN TRANSITION OF SERVICES:

(115) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #116 FORCE MAJEURE:

(116) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #117 ACCESS TO RECORDS AND INVESTIGATION:

(117) 04/01/13

- A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS:

(118A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #119 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(119A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any Federal or State audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #120 PUBLICITY:

(120) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(121A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. **INVENTIONS AND PATENTS:** The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such Federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. **COPYRIGHTS:** The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such authority

regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.

- C. **PUBLICATIONS:** All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.
- D. **DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE:** In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

PARA #122 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(123) 03/07/18

- A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #124 DRUG-FREE WORKPLACE:

(124) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

(125C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #126 CRIMINAL HISTORY INVESTIGATIONS:

(126A) 03/07/18

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
- (1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
 - (2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #127 AIDS POLICY:

(127) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #128 INDEMNIFICATION:

(128) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the

Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

PARA #129 PROPERTY MANAGEMENT REQUIREMENTS:

(129A) 03/07/18

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services
Attn: Sharon Burrow
2 Peachtree Street NW, 28th Floor
Atlanta, Georgia 30303-3142
ofssassetmanagementunit@dhs.ga.gov

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

- D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
 - (1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.
 - (2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

PARA #130 FUNDING:

(131) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

PARA #131 PARTIES BOUND:

(132) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #132 COOPERATION WITH OTHER CONTRACTORS:

(133) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #133 CONTRACTOR ACCOUNTING REQUIREMENTS:

(134) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #134 TIME OF THE ESSENCE:

(135) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein as Annex A.

PARA #135 ASSIGNMENT AND MERGER:

(136) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

SECTION II SPECIAL TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 3/17/03

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees:
 - 1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.
 - 2. To deliver services at sites as described in **Annex A**.
 - 3. To provide Family Connection activities for and services to children and their families in order to:



Improve family functioning, including family stability and reduce incidence of child abuse.

- ☐ Improve family economic capacity, including job training and employment, housing, and community economic development.
- ☒ Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
- ☐ Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
- ☐ Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on **Annexes B and C**.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.
2. Provide state level administrative and specialized assistance support for Family Connection implementation.
3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
4. Ensure facilitators are available to assist Family Connection collaboratives.

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301C) 03/10/16

The total approved budget for this Contract is \$48,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$48,000.00.

PARA #302 CONTRACT BUDGET ANNEX:

(302) 03/07/18

- A. The budget attached to this Contract as **Annex B, Part 1** is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(303B) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT:

(304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as **Annex C, Part 1**. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as **Annex B, Part 2**.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as **Annex B, Part 1**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS **SECTION IV**

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as **Annex D** titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in **Annex E** titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in **Annex E** titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.
- H. Fair Labor Standards Act of 1938, as amended.
- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.

- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING:

(405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2022
Annex A - Part 4	FY 2022 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2022
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2022 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Effingham County Board of Commissioners

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of Effingham County, certify that this contract is entered in Book No. ___, Page No. ___, of the official minutes of the Commission of Effingham County.

CONTRACTOR EXECUTION:

Signature

***Date signed by Contractor

*Typed name of individual signing

Chairman, Commission of
Effingham County

DATE: _____

Attestor's signature

Attestor's typed name

**Title of Attestor

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

Robyn A. Crittenden
Commissioner

Date signed by the Department

Annex A Part 1

**Family Connection
CONTRACT COVER PAGE**

FY 2022 Annual Plan
(July 01, 2021 - June 30, 2022)

County: **Effingham**

Region: **Region 12**

Name of Collaborative: Effingham County Family Connection Commission Inc.

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Elaine Spencer	Name: Kristen Wert
Title: Executive Director	Title: Director
Mailing Address: PO Box 377	Mailing Address: Treutlen House 131 Old Augusta Rd Central
City:Springfield 9 digit zip: 31329-0377	City: Rincon 9 digit zip: 31326-0000
Street Address (if different): 601 North Laurel Street	Street Address (if different): 131 Old Augusta Rd Central
City:Springfield 9 digit zip: 31329-6816	City: Rincon 9 digit zip:31326-0000
Phone: 912-429-5468	Phone: 912-754-9797
Fax:	Fax:912-754-2154
Email: ecfamilyconnection@gmail.com	Email: Treutlen.wert@yahoo.com

Effingham County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000821

Federal Identification Number of Fiscal Agent
(Required)

June 30

Fiscal Agent's Fiscal Year End
Month & Day

\$48000

Annex A Part 2

Fiscal Agent Information		County: Effingham
<p>The Effingham County Board of Commissioners agrees to serve as the fiscal agent for Effingham County Family Connection Commission Inc. for the period of July 01, 2021 - June 30, 2022.</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, 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 board 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> <p>Reports are to be submitted to: Contract Manager Family Connection Partnership 235 Peachtree Street, Suite 1600 Atlanta, GA 30303-1422</p>		
<p>THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.</p> <p>Person authorized to sign for Fiscal Agent: Name: <u>Stephanie Johnson</u> Title: <u>County Clerk</u></p> <p>Contract will be emailed to: Name: <u>Stephanie Johnson</u> Email: <u>sjohnson@effinghamcounty.org</u></p>	<p>Fiscal Agent Information</p> <p>Fiscal Agent's Fiscal Year End: Month: <u>June</u> Day: <u>30</u></p> <p>Fiscal Agent's FEI#: 58-6000821</p> <p>Legal Name of Fiscal Agent Entity: <u>Effingham County Board of Commissioners</u></p> <p>Street Address (cannot be a P.O. Box): <u>601 North Laurel Street,</u></p> <p>City, State, 9 digit zip code: <u>Springfield,GA,31329-6816</u></p> <p>Telephone: (912) 754-2123 Fax:</p> <p>Fiscal Agent Contact Person: Name: <u>Wesley Corbitt</u> Title: <u>BOC Chair</u></p> <p>Telephone: (912) 754-2123 Fax: Email: <u>wcorbitt@effinghamcounty.org</u></p> <p>Mailing Address if different from street address: <u>601 North Laurel Street,</u> <u>Springfield,GA,31329-6816</u></p>	

Annex A Part 3

**Family Connection
PLAN SUMMARY for FY 2022**

County: Effingham

I. Core Collaborative Functions

The Effingham County Family Connection Commission Inc. collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families

Goal: Improved conditions for children and families in Effingham County

Outcome: Increased mental health awareness and service coordination

Indicator

Teen deaths by homicide, suicide and accident, ages 15-19 (per 100,000) [HC10a]

Children with a substantiated incident of neglect (per 1,000) [SF3b]

Children with a substantiated incident of abuse (per 1,000) [SF3a]

Other [LD10] Number of mental health providers in protocol

Other [LD10] Number of days teens report sad or withdrawn

Strategy: Effingham County Family Connection will work to make a collective impact by engaging key community partners to increase mental health awareness and service coordination

Annex A Part 4

Budget Proposal FY22

County: Effingham

Expense Type	Family Connection Budget Allocation	Description of Expenses							
Personal Services	\$0	<table><tr><th>Position Title</th><th>Cost</th></tr><tr><td colspan="2"></td></tr></table>		Position Title	Cost				
Position Title	Cost								
Regular Operating	\$1700	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td>office supplies, conferences</td><td>\$1,700.00</td></tr></table>		List of expenses	Total Cost	office supplies, conferences	\$1,700.00		
List of expenses	Total Cost								
office supplies, conferences	\$1,700.00								
Travel	\$0	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td></td><td>\$0.00</td></tr></table>		List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost								
	\$0.00								
Equipment	\$0	<table><tr><th>Equipment</th><th>Cost</th></tr><tr><td colspan="2"></td></tr></table>		Equipment	Cost				
Equipment	Cost								
Per Diem, Fees & Contracts	\$46300	<table><tr><th>Legal Name of Contractor</th><th>Description of Services/Deliverables</th><th>Cost</th></tr><tr><td>Elaine Spencer</td><td>Executive Director</td><td>\$46,300.00</td></tr></table>		Legal Name of Contractor	Description of Services/Deliverables	Cost	Elaine Spencer	Executive Director	\$46,300.00
Legal Name of Contractor	Description of Services/Deliverables	Cost							
Elaine Spencer	Executive Director	\$46,300.00							
Tele-communications	\$0	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td></td><td>\$0.00</td></tr></table>		List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost								
	\$0.00								
Other	\$0	<table><tr><th>List of expenses</th><th>Total Cost</th></tr><tr><td></td><td>\$0.00</td></tr></table>		List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost								
	\$0.00								
TOTAL	\$48000								

Quarterly Expenditure Report FY22

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

Mail to: Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	0				
Regular Operating	\$ 1,700				
Travel (staff)	\$				
Equipment	\$				
Per Diem, Fees & Contracts	\$ 46,300				
Telecom-munications	\$				
Other:	\$				
TOTAL	\$48,000				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:

Date Received at Georgia Family Connection Partnership _____ **Initials** _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Quarterly Subcontractor Report FY22

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Mail to:

Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors (Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

Fiscal Agent Signature

Print Name

Date: _____

For Office Use Only:

Date Received at

Georgia Family Connection Partnership _____ **Initials** _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Annex C Part 1

Quarterly Narrative Report FY22

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:

Date Received at Georgia Family Connection Partnership _____ Initials _____

**Family Connection
Status Report
FY 2022 Plan of Action (if Required)**

County: Effingham	Contract #:
Fiscal Agent: Effingham County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2022 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:

Date Received at Family Connection Partnership _____ **Initials** _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as “DHS”) and **Effingham County Board of Commissioners** (hereinafter referred to as “Contractor”) as an annex to **Contract No. _____** between DHS and Contractor (hereinafter referred to as “Contract”). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information (“PHI”) protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor’s legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363

Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876

- B. At Contractor:** Wesley Corbitt
BOC Chair
Effingham County Board of Commissioners
wcorbitt@effinghamcounty.org
(912) 754-2123

8. Contractor agrees that it will:

- A.** Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B.** Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C.** Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D.** In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E.** Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F.** Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G.** Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H.** Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

- i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS’s request for proof of implementation.

- J.** Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K.** Upon DHS’s reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L.** Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O.** In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

- iii. This Effect of Termination section survives the termination of the Agreement.

- 11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 12. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Effingham County Board of Commissioners

BY: _____
SIGNATURE DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems.
Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please
complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)
(Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Clarified Version 1/5/2015-agb

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201____.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 201 ____ in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_____.

NOTARY PUBLIC

My Commission Expires:

ANNEX F

Brian P. Kemp
Governor



Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

**Department of Human Services
Notice Concerning Critical Incident Reporting**

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

**Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.**

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142

Brian P. Kemp
Governor



Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Contractor Name: _____

RE: Security and Immigration Compliance – Purchase of Services \$2,499.99 or More

Dear Sir or Madam:

The Department of Human Services (DHS), among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at <http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160>.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed \$2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Contractor should return the Contractor Affidavit to DHS. The Subcontractor and Sub-Subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html. Again, do not return the Subcontractor and Sub-Subcontractor Affidavits.

If you are an individual (non-entity) claiming an exemption under Option 1 or Option 2 below, check the appropriate option, sign, date and return this letter to DHS with a copy of your driver's license (Option 1 only).

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Claim of Exemption (check only one (1) option, if applicable)

_____ **Option 1: Applies only to licensed professionals (individuals only-not entities) such as Attorneys, Pharmacists, Certified Public Accountants, etc.**

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 or Title 43 or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

_____ **Option 2: Applies only to Contractors with Zero (0) Employees**

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

_____ **Copy of Driver's License or Identification Card is Attached for Option 2 (not required for Option1).**

Individual's Printed Name

Individual's Signature

Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms



SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons MUST review this form to ensure the supplier has completed the appropriate highlighted sections 1-5.

Agency Vendor Liaisons MUST complete the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.

STATE OF GEORGIA-AGENCY LIAISON USE ONLY

CHECK ONE AND ENTER ID NUMBER

<input type="checkbox"/>	Newly Assigned Supplier ID	_____
<input type="checkbox"/>	Existing TeamWorks Supplier ID	_____

SPECIFY TYPE OF ACTION(S) REQUESTED BY SUPPLIER (VENDOR)

<input type="checkbox"/>	Change Bank Acct - Loc#	_____
<input type="checkbox"/>	Change Address - #	_____
<input type="checkbox"/>	Classification Change	
<input type="checkbox"/>	HCM Vendor	
<input type="checkbox"/>	Statewide Contract (DOAS Use Only)	
<input type="checkbox"/>	Other (Provide Details in Section 5 and Initial)	

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier name and Tax ID listed above.

Liaison Name: _____ Agency BU#: _____
 Signature: _____ Date: _____
 Email: _____ Phone: _____

SECTION 1 – SUPPLIER IDENTIFICATION (Complete all fields)

FEI/SSN/TIN NUMBER: _____
 SUPPLIER NAME: _____
 PAYMENT ALT NAME: (IF PAYABLE TO DIFFERENT NAME) _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 COUNTRY: _____ DRIVERS LICENSE #: _____ DL STATE: _____
 PRIMARY #: _____ EXT: _____ SECONDARY #: _____ EXT: _____
 LANDLINE ☐ CELL ☐ (USED FOR IDENTITY VERIFICATION) | LANDLINE ☐ CELL ☐ | (USED FOR IDENTITY VERIFICATION)
 CONTACT EMAIL: _____

SECTION 2 – BANK ACCOUNT INFORMATION (REQUIRED FOR ALL NEW SUPPLIERS OR BANKING CHANGES/ADDS FOR EXISTING SUPPLIERS)

ROUTING #	<input type="text"/>	ACCOUNT #	<input type="text"/>
-----------	----------------------	-----------	----------------------

- ☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.
- ☐ Check here if this account can only be used for SPECIFIC purpose. _____
 Describe specific purpose

ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: _____
 PYMT REMIT EMAIL: _____

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer

Signature of Company Officer
Page 79 of 80

Date

SECTION 3 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.

<input type="checkbox"/>	Deactivate Supplier Profile (Enter justification in Section 5)
<input type="checkbox"/>	Reactivate Supplier Profile
<input type="checkbox"/>	1099 Applicable. Enter Code _____
<input type="checkbox"/>	Add <u>New</u> Bank Account (Must complete Section 2)
<input type="checkbox"/>	Change <u>Existing</u> Bank Account (Must complete Section 2)
<input type="checkbox"/>	FEI/TIN Change (Cannot be changed if 1099 applicable)
<input type="checkbox"/>	Supplier (Business) Name Change
<input type="checkbox"/>	Add <u>Additional</u> Business Address
<input type="checkbox"/>	Change <u>Existing</u> Business Address
<input type="checkbox"/>	Other (Provide Details in Section 5)

SECTION 4 – TYPE OF BUSINESS (Check All That Apply)

BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY

<input type="checkbox"/> *Small Business	<input type="checkbox"/> Women Owned
<input type="checkbox"/> GA Resident Business	<input type="checkbox"/> Minority Business Certified

MINORITY BUSINESS ENTERPRISE (51% Owned):

<input type="checkbox"/> Hispanic – Latino	<input type="checkbox"/> African American	<input type="checkbox"/> Native American
<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must have either less than 300 employees OR less than \$30 million in gross receipts per year.

SECTION 5 – ADDITIONAL SUPPLIER COMMENTS (Required if "Other" or "Deactivate" box checked in Section 3)

Staff Report

Subject: Renewal of the MOU with Effingham County Board of Education for the use of seven (7) school buses.

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

Department: Purchasing / EEMA

Meeting Date: 06-15-21

Item Description: Consideration to renew the MOU with Effingham County Board of Education for the use of seven (7) school buses.

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- The County currently has an MOU in place with the Board of Education which provides the Effingham County prison access to seven (7) buses for the purpose of evacuation in the event of disaster. The term of the MOU is February 17th 2015 to June 30th 2015 after which it will renew annually unless cancelled.
- This MOU establishes the terms and conditions under which the Effingham County Prison will utilize seven (7) buses from the Effingham County Board of Education. It also outlines procedures for assisting the Emergency Management Agency in evacuations for citizens within the County.
- This MOU is an essential part of the Effingham County Hazard Mitigation and Emergency Operations Plan.
- The County Attorney has previously reviewed and approved to form the lease agreement.

Alternatives for Commission to Consider

1. Board approval to allow the MOU with Effingham County Board of Education for the use of seven (7) buses for the purpose of evacuation to automatically renew for the period July 1, 2021 to June 30, 2022.
2. Terminate the MOU.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & EEMA

Funding Source: Reimbursement cost for any damages and/or fuel costs shall be funded by the Effingham County Board of Commissioners.

Attachments:

1. MOU



MEMORANDUM OF UNDERSTANDING
BETWEEN

Effingham County Board of Commissioners
-Effingham County Prison-

AND

Effingham County Board of Education

I. Parties

This Memorandum of Understanding (herein referred to as "MOU") is made and entered into by and between the Effingham County Board of Commissioners, located at 601 North Laurel Street and Effingham County Board of Education, located at 405 North Ash Street, Springfield, Georgia 31329.

II. Purpose

The purpose of this Memorandum of Understanding is to outline and standardize operating procedures to be used when emergency transportation is required due to a disaster or an evacuation of the facility; Effingham County Prison and/or in the event an evacuation need arises for the Effingham County Citizens.

III. Payment

The Effingham County Board of Commissioners shall be responsible for the purchase of any and all fuel used during the emergency transport as well as any emergency roadside repairs to include inoperable vehicles which require the use of a tow company to return the vehicle back to the Effingham County Bus Shop.

IV. Terms

This MOU supersedes any previous MOU's and is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU. It shall remain in effect until June 30th, 2015. This MOU shall automatically renew annually however it may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.



V. Authority

Authority to activate this MOU for emergency transport will rest upon the Warden of the Effingham County Prison through the Effingham County Emergency Management Agency and/or the Effingham County Emergency Management Agency Director.

VI. Responsibilities

A. Effingham County Prison will:

1. In the event of an unexpected emergency, disaster or an evacuation which requires emergency transport due to evacuation of the Effingham County Prison; will contact the Effingham County Emergency Management Agency to activate this MOU.
2. Will have a contingency plan in place in the event that the Effingham County Board of Education has no busses available at the time of the request.
3. Will be responsible for all fuel used during the emergency transport as well as any emergency roadside repairs to include inoperable vehicles which require the use of a tow company to return the vehicle back to the Effingham County Bus Shop.
4. Will provide legally qualified bus drivers to operate the vehicles at all times.
5. Will assist with the county population evacuation needs as requested by the Effingham County Emergency Management Agency after their priority obligations are met to their prisoners.
6. Will return the vehicles to the Effingham County Bus Shop at the conclusion of the activation of this MOU clean and full of fuel.

B. The Effingham County Board of Education will:

1. Will provide seven (7) buses to Effingham County Prison in the event of an unexpected emergency, disaster or an evacuation which requires emergency transport due to evacuation.
2. Will provide the EEMA Director a current "after hours" contact number for such a request.
3. Will inspect vehicles used and report any noncompliance to the EEMA Director within twenty-four (24) hours of the busses return.



VII. Limitations

It is understood that mechanical issues arise and all seven (7) busses may not be available at the time of the request; It shall be the responsibility of the Board of Education to make all reasonable efforts to fulfill the entirety of the request at the time this MOU is activated, however back up contingency plans should be in place by Effingham County Prison.

VIII. MOU Primary Coordinators

A. Effingham County Board of Commissioners

The Primary Coordinator for this MOU will be:

Warden

Effingham County Prison

601 N. Laurel Street

Springfield, Ga. 31329

Phone: (912) 754-2108

EEEMA@effinghamcounty.org

B. Effingham County Board of Education.

The Primary Coordinator for this MOU will be:

Slade Helmly

Executive Director of Administrative Services

Effingham County Board of Education

405 North Ash Street

Springfield, Ga. 31329

Phone: (912) 213-1972

shelmly@effingham.k12.ga.u



VII. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

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

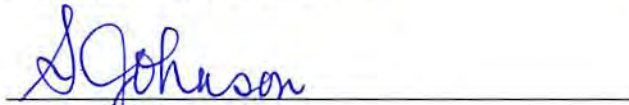
1. Effingham County Board of Commissioners


Wendall Kessler, Chairman
Effingham County Board of Commissioners

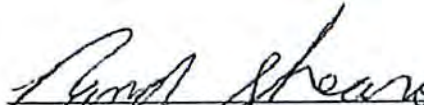
2/17/2015
Date

Signed, sealed and delivered
this 17th day of February,
20 15 in the presence of:


Witness


Notary Public

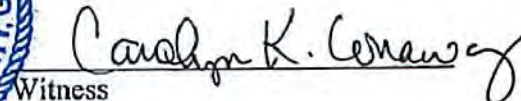
2. Effingham County Board of Education


Randy Shearouse, Superintendent

1/22/15
Date

Signed, sealed and delivered
this 22 day of Jan,
20 15 in the presence of:




Witness


Notary Public

This concludes the Memorandum of Understanding between the Effingham County Board of Commissioners and Effingham County Board of Education.

Staff Report

Subject: Approval to ratify the renewal of the agreement with Tarheel Medical Billing dba Colleton Software, Inc for EMS Billing Services

Author: Alison Bruton, Purchasing Agent

Department: EMS

Meeting Date: June 15, 2021

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

Summary Recommendation: Staff recommends approval

Executive Summary/Background:

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

Alternatives for Commission to Consider

1. Approval to ratify the renewal of the proposal from Tarheel Medical Billing dba Colleton Software, Inc. for ambulance billing services for a fee percentage of 5.69%.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EMS, Finance, Purchasing

Funding Source: EMS Budget

Attachments: Executed Agreement and Addendum

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

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia ("County") and Tarheel Medical Billing, Inc. d/b/a Colleton Software ("Tarheel"), dated 04/16/2019, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein.

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

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

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

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

terminated at the end of the then current Original Term or Renewal Term.

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

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

Tarheel Medical Billing, LLC

By: Daniel B. Gurkin
Sign and Print Name

Its: Daniel B. Gurkin, Pres
Sign and Print Name

Attest: Robin Blockwelder
Sign and Print Name

Its: Robin Blockwelder
Sign and Print Name

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

By: Wesley M. Corbett
Wesley Corbett
Its: Chairman

Attest: S. Johnson
Stephanie Johnson
Its: County Clerk

AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES

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

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

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

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

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

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

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

Client represents and warrants to TMB as follows:

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

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

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

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

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

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

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

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

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

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

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

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

Patients are billed by TMB as follows

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

Patient Pay Accounts

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

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

Commercial Insurance and Medicare

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

Medicaid

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials  DBL

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

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

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

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

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

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

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

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

(F) DELETED To adhere to Freedom of Information Act

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

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

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

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

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

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

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

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

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

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

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

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


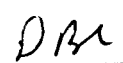
Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, computer programs, processes, plans for product or service improvement and development,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

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

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

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

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

6. FEES FOR SERVICES RENDERED.

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

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

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

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

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

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

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

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

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

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

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

7. LIMITATION OF LIABILITY.

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

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

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

8. TERMINATION OF AGREEMENT.

(A) This Agreement may be terminated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. MISCELLANEOUS.

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

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

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

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

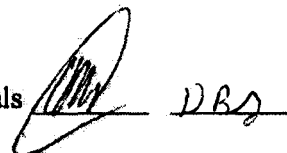
(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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

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

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

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

Handwritten initials and a signature. The initials appear to be 'DBJ' and the signature is a cursive scribble.

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

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

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

TMB:

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

Client:

Wanda McDuffie
EMS Director

Physical Address

285 1st Street Ext
Springfield, Ga 31329

Mailing Address

601 N. Laurel Street
Springfield, Ga 31329

With Copy to:


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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

 ORS

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

WITNESSES:

TARHEEL MEDICAL BILLING, INC.

Amelia Chubb

By: Daniel B. Smith

Tech Support

Its: President

EFFINGHAM COUNTY

SPRINGFIELD, GA

J. Johnson

By: Debra M. C. Smith

County Clerk

Its: Chairman

Staff Report

Subject: Renewal of the Vet Services Agreement with Effingham Animal Hospital.

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

Department: Purchasing / Animal Shelter

Meeting Date: 06-15-21

Item Description: Consideration to issue a contract amendment to Effingham Animal Hospital for veterinary services for Effingham County Animal Shelter

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- In order to standardize a consultation rate for professional services, and to set days for consultation visits, the County maintains a veterinary services contract for the animal shelter. The current contract amendment term is from July 1, 2020 to June 30, 2021, and allows for one additional renewal upon agreement of both parties.
- Effingham Animal Hospital agreed to extend the agreement with an increase in fees from \$240.00 to \$260.00.
- The contract amendment runs from July 1, 2021 to June 30, 2022 with the option to renew for an additional one year period provided the services and prices are agreed upon by both parties.
- The contract amendment has been reviewed and approved as to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval to issue a contract amendment to Effingham Animal Hospital for the veterinary services contract to extend for one (1) year from July 1, 2021 to June 30, 2022, with a \$20 increase in fees.
2. Do not approve a contract amendment at this time.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Animal Shelter

Funding Source: Funding has been requested in the FY22 general fund budget.

Attachments:

1. Contract amendment #7
2. Original Contract and Amendments

Services Contract

Between

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

and

Effingham Animal Hospital
119 S Columbia Avenue
Rincon, GA 31326

This Contract is made and entered into this 15 day of April, 2014, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" or "COUNTY" and Effingham Animal Hospital a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR"

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and licensed Veterinarian as specified in RFQ NO. 14-22-001 – Veterinary Services – Effingham County Animal Control Shelter, and

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICES.

The scope of services and the terms and conditions of performance shall be as specified in this document and as specified in RFQ NO. 14-22-001 – Veterinary Services – Effingham County Animal Control Shelter which is hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT START DATE AND DURATION.

This contract will commence on April 16th, 2014 and terminate on June 30th, 2015

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.

The CONTRACTOR represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.

The COUNTY may, at any time, request changes in the Scope of Services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the CONTRACTOR'S compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.

SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.

COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In

such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless COUNTY and Engineer, and their officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of CONTRACTOR, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in Article II or by the scope and amount of insurance maintained by the CONTRACTOR including, without limitation to, the insurance required to be maintained by the CONTRACTOR pursuant to Section II-5 of this Contract

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.

A. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official

or employee.

SECTION I-12 AUDITS AND INSPECTIONS.

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

SECTION I-13 INDEPENDENT CONTRACTOR.

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

SECTION I-14 NOTICES.

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to Dr. Michael A. Bailey, Effingham Animal Hospital, 119 S. Columbia Avenue, Rincon, GA 31326.

SECTION I-15 COMPLIANCE WITH LAWS.

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-15 ASSIGNABILITY.

The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without the prior written consent of the COUNTY.

**ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

SECTION 11-1. COMPENSATION FOR CONTRACTOR SERVICES. The COUNTY shall pay the CONTRACTOR for his services as follows:

Rate per visit for Professional Services (see below) - \$200.00 per visit

Two professional services visits each week for approximately one hour per visit. Should the visits start to exceed an hour, rate will be re-negotiated.

One visit to be every Monday morning – negotiable depending upon need and upon County Holidays.

One visit to be every Thursday - non-negotiable.

Professional Services include, but are not limited to, general consultations, site evaluation, medical examinations, administering shots and performing euthanasia services.

Professional Services do not include vaccinations.

This price shall remain in effect until June 30th, 2015 unless re-negotiated at which time a contract addendum will be issued.

Payments shall be made on a monthly basis. All invoices shall contain the description and date of all work performed.

SECTION II-2. PAYMENT OF TAXES AND FEES. The CONTRACTOR shall pay the cost of any permit, fees, or

licenses required.


SECTION II-3. QUANTITIES GUARANTEED. The CONTRACTOR represents, understands and agrees that this is a unit/service based contract, and contains no guarantee or promises for any set amount of materials or service hours. This is a convenience contract to guarantee unit pricing for materials or services contained herein.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

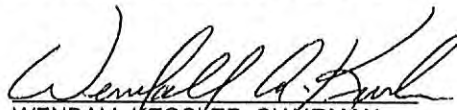
Witness


Signature

Dr. Michael A. Bailey


Signature
owner
Title

EFFINGHAM COUNTY, GEORGIA


WENDALL KESSLER, CHAIRMAN
EFFINGHAM COUNTY
BOARD OF COMMISSIONERS

CONTRACT NO. 14-22-001

COMMISSION APPROVAL DATE:

April 15, 2014

Amendment No. 1 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 5th day of May, 2015 by and between the **County of Effingham** with offices at 601 N Laurel Street, Springfield, GA 31329 and **Effingham Animal Hospital**, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement");

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2015.

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2015, and will end on June 30, 2016.
2. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

Effingham County Animal Hospital

By: 

Printed Name: Michael A Bailey, DVM

Title: Veterinarian

Dated: 4

Effingham County Board of Commissioners

By: 

Printed Name: Wendall Kessler

Title: Chairman

Dated: 5/5/2015

Amendment No. 2 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this 21st day of June, 2016 by and between the **County of Effingham** with offices at 601 N Laurel Street, Springfield, GA 31329 and **Effingham Animal Hospital**, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement"):

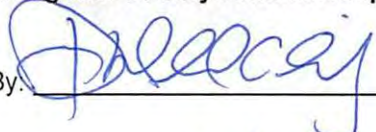
WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2016

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2016, and will end on June 30, 2017.
2. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Effingham County Animal Hospital

By: 

Printed Name: Dr. Michael A. Bailey

Title: DVM

Dated: 6-2-2016

Effingham County Board of Commissioners

By: 

Printed Name: Wendall Kessler

Title: Chairman

Dated: 06/21/2016

Amendment No. 3 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 3 (the "Amendment") is entered into this 10th 9th day of May, 2017 by and between the **County of Effingham** with offices at 601 N Laurel Street, Springfield, GA 31329 and **Effingham Animal Hospital**, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement"):

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2017.

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2017, and will end on June 30, 2018.
2. **Compensation for Contractor Services:** The parties agree to raise the rate per visit for professional services from \$200.00 per visit to \$220.00 per visit.
3. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
4. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

MAZ
Effingham ~~County~~ Animal Hospital

By: [Signature]

Printed Name: Dr. Michael A. Bailey

Title: CEO

Dated: May 9, 2017

Effingham County Board of Commissioners

By: [Signature]

Printed Name: Wesley M. Corbett

Title: Chairman

Dated: 5/23/17

Amendment No. 4 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 4 (the "Amendment") is entered into this 19th day of June, 2018 by and between the **County of Effingham** with offices at 601 N Laurel Street, Springfield, GA 31329 and **Effingham Animal Hospital**, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement"):

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2018.

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2018, and will end on June 30, 2019.
2. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first written above.

Effingham Animal Hospital

By: [Signature]

Printed Name: Dr. Michael A. Bailey

Title: DVM

Dated: 5.17.2018

Effingham County Board of Commissioners

By: [Signature]

Printed Name: Wesley M. Corbitt

Title: Chairman

Dated: 06/19/2018

Amendment No. 5 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 5 (the "Amendment") is entered into this day of , 2019 by and between the County of Effingham with offices at 601 N Laurel Street, Springfield, GA 31329 and Effingham Animal Hospital, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement");

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2019.

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2019, and will end on June 30, 2020.
2. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

Effingham Animal Hospital

By: Dr. Michael A. Biley

Printed Name: Dr. Michael A. Biley

Title: Owner/DVM

Dated: May 20, 2019

Effingham County Board of Commissioners

By: Wesley M. Corbitt

Printed Name: Wesley M. Corbitt

Title: Chairman

Dated: 06/18/2019

Amendment No. 6 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 6 (the "Amendment") is entered into this 9th day of June, 2020 by and between the **County of Effingham** with offices at 601 N Laurel Street, Springfield, GA 31329 and **Effingham Animal Hospital**, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement");

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2020.

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2020, and will end on June 30, 2021.
2. **Compensation for Contractor Services:** The parties agree to raise the rate per visit for professional Services from \$220.00 per visit to \$240.00 per visit.
3. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
4. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives the day and year first written above.

Effingham Animal Hospital

By: [Signature]

Printed Name: Dr. Michael A. Bailey

Title: Owner

Dated: 6/9/2020

Effingham County Board of Commissioners

By: [Signature]

Printed Name: Wesley M. Corbitt

Title: Chairman

Dated: 07/07/2020

Amendment No. 7 to the Veterinary Services Contract
Dated April 15th, 2014

THIS AMENDMENT NO. 7 (the "Amendment") is entered into this ____ day of _____, 20____ by and between the **County of Effingham** with offices at 601 N Laurel Street, Springfield, GA 31329 and **Effingham Animal Hospital**, 119 S. Columbia Avenue, Rincon, GA 31326.

WHEREAS, THE COUNTY and EFFINGHAM ANIMAL HOSPITAL entered into a services contract dated April 15th, 2014 for the provision of veterinary services at Effingham County Animal Shelter (as amended, the "Agreement"):

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1st, 2020.

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

1. **Term of Agreement:** The Parties agree to extend the Original Agreement for an additional 1 (one) year period, which will begin immediately upon the expiration of the original time period of June 30, 2021, and will end on June 30, 2022.
2. **Compensation for Contractor Services:** The parties agree to raise the rate per visit for professional Services from \$240.00 per visit to \$260.00 per visit. Visits will occur one (1) day a week.
3. After this 1 (one) year extension, by mutual agreement, this Agreement may be renewed for 1 (one) additional one year period, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Effingham Animal Hospital.
4. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 7 to be signed by their duly authorized representatives the day and year first written above.

Effingham Animal Hospital

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: Chairman

Dated: _____

Dated: _____

Staff Report

Subject: Revision of Effingham County Human Resources Standards of Practice 4.02 – Education and Training

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: June 15, 2021

Item Description: Revision of HR Standards of Practice 4.02 – Education and Training

Summary Recommendation:

Staff is requesting to amend the current HR Standards of Practice 4.02 – Education and Training to require County employees to complete on-line annual training courses.

Executive Summary/Background

Human Resources Standards of Practice 4.02 – Education and Training establishes an annual on-line training curriculum required for all County employees. The topics covered will be Harassment/Bullying, Sexual Harassment, Diversity in the Workplace, Drug Free Workplace and Driver Safety/Defensive Driving. The training is provided by LGRMS/ACCG at no cost to the County.

This policy has been reviewed and approved by the County Manager and as true to form by the County Attorney.

Alternatives for Commission to Consider

1. Approve the revision to Human Resources Standards of Practice 4.02 – Education and Training
2. Disapprove the revision and provide guidance to staff.

Recommended Alternative:

Staff recommends Alternative 1.

Other Alternatives:

1. Make no changes to current policy

Department Review: County Manager and County Attorney

Funding Source: No funding impact

Attachments: Current HR Standards of Practice 4.02 – Education and Training
Revised HR Standards of Practice 4.02 – Education and Training



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice: Section 4.02	Issue Date: 07/22/2016 New _____ Revised _____ Supersedes Policy Dated:
Title: Education and Training	Approved By Effingham County Board of Commissioners

4.02 - EDUCATION AND TRAINING POLICY

A. PURPOSE

Effingham County budgets expenditures for employee education and training in order to achieve employee certifications, improve skills and productivity, and for other related purposes. Such educational and training expenditures are considered as investments in affected employees with the expectation that the affected employees will return to the County job-related services having values equal to, or exceeding, the associated investment costs.

B. STANDARD

Employee education and training activities must be job related and for the purpose of skill maintenance and/or skill enhancement. Training may consist of courses, seminars, conferences, meetings, or on-the-job training and have immediate, important significance to job requirements.

C. GUIDELINES

The following additional administrative policies apply with regard to expenditures made by the County for employee education and training:

1. Selection of training method, timing, etc., is to be on the basis of maximum cost-effectiveness, and within approved budgets.
2. Only training that is predominantly and directly related to an employee's current job assignments will be eligible for funding by the County.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice

Section 4.02

Title: **Education and Training**

3. Employees who participate in educational or training programs, courses, etc., which are partially or fully paid for by the County, will share their knowledge, course materials, etc., with other employees so as to maximize the benefits received from the County expenditures.

4. Employees will be paid a maximum of 8 hours per training day and straight time for travel, unless the class is scheduled in Effingham, Bryan, Bulloch and/or Chatham counties then no travel time will be paid.

5. In those cases where an employee is participating in an educational course which requires an examination to obtain a passing grade or certification, and the employee fails to obtain a passing grade or certification, the employee will be allowed to take the examination one more time at the county's expense. If the employee fails on the second attempt to pass an examination, the employee must bear all future costs (tuition, travel lodging, meals, books, fees, and other related costs) pertaining to the educational course.

6. Approvals from the Employee's Department Head and the County Manager are required for all education and training expenditures by the County.

7. Upon the employee's completion of education or training, appropriate documentation will be added to the employee's personnel file.

8. Employees benefiting from educational or training expenditures by the County shall sign the Application for Education and/or Training Form, and obtain approval from the appropriate Department Head and the County Manager prior to participation in education and/or training.

9. The approved Application for Education and/or Training Form must accompany all purchase orders submitted to purchasing agent for expenditures made on an employee's behalf.

10. Employees who request educational and/or training benefits from the county must sign the Education & Training Form by which they agree to work for the County for a minimum of one year from the date of training. If the employee becomes separated from service for any reason prior to completing the one-year requirement,



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice

Section 4.02

Title: **Education and Training**

the employee shall reimburse the county on a pro-rata basis for the tuition, travel, hotel/motel, meals, books, fees, and any other expenditure made on the employee's behalf. Reimbursement will be handled with employee's final check.

11. Copies of the approved application shall be distributed as follows:

- Original - Employee's Personnel File
- Copy - Employee's Department Head
- Copy - Employee
- Copy - Purchasing Agent

D. ANNUAL TRAINING REQUIREMENTS

1. All Effingham County Board of Commissioners employees are required to complete annual training. At a minimum, annual training will consist of the following courses:
 - a. Harassment/Bullying
 - b. Sexual Harassment
 - c. Diversity in the Workplace
 - d. Drug free Workplace
 - e. Driver Safety/Defensive Driving
2. Annual training due dates are automatically assigned by the online training system; however, department heads may designate earlier deadlines.
3. Employees are required to complete assigned trainings based on their job responsibilities, employment policies, and general safety. Human Resources and Department Heads will be responsible for ensuring compliance. Employees will be notified via e-mail about their assigned training courses.

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Chad W. Zipperer as Agent for Ernest Zipperer request to **rezone** 4.5 of 107.64 acres from **AR-1** to **B-3** to allow for a storm water basin to service an adjacent commercial project. Located on Hodgeville Road. **Map# 417 Parcel# 1**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.5 of 107.64 acres from **AR-1** to **B-3** to allow for a storm water basin to service an adjacent commercial project, 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.
- A 15-acre tract was approved for rezoning on November 17, 2020. Site development plans have been submitted, and the storm water basin is proposed to be located off-site. The proposed storm water basin supports the commercial use in the B-3 acreage, and therefore isn't permitted in the AR-1 zoned land, pursuant to *section 5.1.3 Prohibited Uses*.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to rezone 4.5 acres from AR-1 to B-3, with the following conditions:
 1. The above-referenced parcel shall be zoned as a conditional use for the purposes of a mini storage only. No other uses under B-3 are allowed.
 2. All permitted uses under B-1 and B-2 zoning districts are allowed.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 4. All wetland impacts must be approved and permitted by USACE and a copy of permit submitted to Development Services.
- 1. Alan Zipperer seconded the motion. The motion carried unanimously.
- 2. At their June 1 meeting, the Board of Commissioners approved the First Reading of the rezoning with conditions 1-4, and added condition 5.

Alternatives

1. **Approve** request to **rezone** 4.5 of 107.64 acres from **AR-1** to **B-3**, with the following conditions:
 1. The above-referenced parcel shall be zoned as a conditional use for the purposes of a mini storage only. No other uses under B-3 are allowed.
 2. All permitted uses under B-1 and B-2 zoning districts are allowed.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 4. All wetland impacts must be approved and permitted by USACE and a copy of permit submitted to Development Services.
 5. All acreage approved for rezoning to B-3 on map# 417 parcel# 1 must be subdivided from the parent parcel into one new parcel on a plat to be signed by the zoning administrator before the rezoning can take effect.

2. **Deny** the request to **rezone** 4.5 of 107.64 acres from **AR-1** to **B-3**

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417-1

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417-1

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, CHAD ZIPPERER as agent for ERNEST ZIPPERER, has filed an application to rezone four and fifty hundredths (4.5) +/- acres from AR-1 to B-3 for future development; map and parcel number 417-1, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021, and notice of said hearing having been published in the Effingham County Herald on May 12, 2021; 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 May 5, 2021; and

IT IS HEREBY ORDAINED THAT four and fifty hundredth (4.5) +/- acres; map and parcel number 417-1, located in the 2nd commissioner district is rezoned from AR-1 to B-3 with the following stipulations:

1. The above-referenced parcel shall be zoned as a conditional use for the purposes of a mini storage only. No other uses under B-3 are allowed.
2. All permitted uses under B-1 and B-2 zoning districts are allowed.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of permit submitted to Development Services.
5. All acreage approved for rezoning to B-3 on map# 417 parcel# 1 must be subdivided from the parent parcel into one new parcel on a plat to be signed by the Zoning Administrator 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 M. CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE D. JOHNSON
COUNTY CLERK

Staff Report

Subject: FY22 Budget Presentation – 2nd Reading
Author: Christy Carpenter, Finance Director
Department: Finance
Meeting Date: 6/15/2021
Item Description: 2nd and Final Presentation of the Effingham County Board of Commissioner's Fiscal Year 2022 Proposed Budget and 2nd and final reading of the budget ordinance for the new fiscal year, July 1st 2021 to June 30th 2022.

Summary Recommendation:

Staff recommends approval of the proposed FY22 budget and budget ordinance filed with the Clerk.

Executive Summary/Background:

The fiscal year for the county begins on July 1st of each year and ends on June 30th of the following year.

1. Georgia law mandates for the Board of Commissioners to have a budget in place from which to operate by the new fiscal year.
2. We will be discussing the FY 2022 Proposed Budget for the fiscal year beginning July 1st 2021 and ending June 30, 2022.
3. The budget is adopted by resolution and requires two public readings. This is the 2nd of the two readings as we go through the budget discussion. The 1st reading was approved on June 01, 2021.
4. The proposed FY22 budget is attached and was made available for public viewing one week prior to this reading.
5. Changes from the 1st Reading:
 - a. The General Fund Budget is balanced at \$40,581,947.82.
 - b. General Fund is using fund balance of \$1,080,745.41.
 - c. New fleet program has been included.
 - d. New position in Finance has been included.
 - e. Salary Study has been implemented, and place holder has been removed.
 - f. TSPLOST projects have been added.
 - g. County M&O Rollback rate has been updated to 7.337 mills.
 - h. SPLOST projects of \$1,285,000, incomplete in FY21, are included.
 - i. GIS map scanning of \$96,000 is included.

Alternatives for Commission to Consider:

1. Approve the proposed budget resolution and budget ordinance filed with the County Clerk.
2. Do not approve the proposed budget resolution or budget ordinance.
3. Provide staff with direction.

Recommended Alternative: Staff recommends Alternative #1 – approval of the FY22 budget resolution and budget ordinance as filed with the County Clerk.

Other Alternatives: N/A **Department Review:** Available for department and public review
Funding Source: As directed by the Board

Attachments: Proposed budget and budget ordinance - 2nd reading

**STATE OF GEORGIA
COUNTY OF EFFINGHAM**

FISCAL YEAR 2022 BUDGET ORDINANCE

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2022 BUDGET FOR EACH FUND OF EFFINGHAM COUNTY, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH FUND WITHIN SAID BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF PROJECTED REVENUE, ESTABLISHING THE LEGAL LEVEL OF CONTROL WITHIN EACH FUND/DEPARTMENT, PROHIBITING EXPENDITURES AND EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AUTHORIZING IMPLEMENTATION OF CERTAIN REVENUE FEES, PERSONNEL IMPROVEMENTS, PUBLIC SAFETY IMPROVEMENTS, AND FOR OTHER PURPOSES

WHEREAS, as used in this ordinance, the term:

(1) "Budget" means a plan of financial operation embodying an estimate of proposed expenditures during a budget period and the proposed means of financing them;

(2) "Budget period" means Fiscal Year 2022, more particularly defined as the fiscal year beginning on July 1, 2021 and ending on June 30, 2022;

(3) "Capital projects fund" means a fund used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by resources from proprietary type activities which are accounted for in enterprise funds or those financed with funds held by the local government in a trustee capacity;

(4) "Debt service fund" means a fund used to account for the accumulation of resources for and the payment of general long-term debt principal and interest;

(5) "Department" means a departmental unit for which funding is allocated by the Board of Commissioners of Effingham County, including, but not limited to, departments operated by other elected or appointed officials, such as the Board of Assessors, Board of Equalization, Board of Elections and Registrations, Sheriff, Magistrate Court, Probate Court, State Court, Solicitor General, Superior Court Clerk, and Tax Commissioner.

(6) "Enterprise fund" means a fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the costs (meaning expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or where the governing authority has decided that periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes

(7) "Fiduciary fund" means those trust and agency funds used to account for assets held by a local government in a trustee capacity or as an agent for individuals, private organizations, other governmental units, or other funds;

(8) "Fund" means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations;

(9) "General fund" means the fund used to account for all financial resources except those required to be accounted for in another fund;

(10) "Governing authority" means the Board of Commissioners of Effingham County, Georgia;

(11) "Internal service fund" means a fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit or to other governmental units on a cost-reimbursement basis;

(12) "Legal level of control" means the lowest level of budgetary detail at which a department head or elected official may not reassign resources without approval of the Board of Commissioners;

(13) "Special revenue fund" means a fund used to account for the proceeds of specific revenue sources, other than those for major capital projects or those held by the government in a trustee capacity, that are legally restricted to expenditure for specified purposes;

(14) All funds are to be setup and financial transactions recorded in accordance with GAAP (Generally Accepted Accounting Principles) and GASB (Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts. Accounts

WHEREAS, O.C.G.A. § 36-81-2(b)(1) and sound fiscal management practices require the Board of Commissioners to adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government; and

WHEREAS, O.C.G.A. § 36-81-2(b)(2) requires the Board of Commissioners adopt and operate under a project-length balanced budget for each capital projects fund in use by the government in the year that the project initially begins, and further requires that the project-length balanced budget shall appropriate total expenditures for the duration of the capital project; and

WHEREAS, a budget ordinance or resolution is balanced when the sum of estimated revenues and appropriated fund balances is equal to appropriations; and

WHEREAS, the County Manager of Effingham County has presented a proposed Fiscal Year 2022 budget to the Board of Commissioners for each of the several funds for which the Board of Commissioners is responsible, and

WHEREAS, the proposed Fiscal Year 2022 budget is an estimate of the financial requirements at the legal level of control for each fund requiring a budget and provides a

statement of the amount budgeted for anticipated revenues by source and the amount budgeted for expenditures at the legal level of control; and

WHEREAS, the proposed Fiscal Year 2022 budget proposes certain levies and charges to finance expenditures within each fund, and lists the anticipated revenues to be derived therefrom; and

WHEREAS, the proposed Fiscal Year 2022 budget projects that, within each fund, projected revenues including the use of fund balances shall equal proposed expenditures, and is therefore a balanced budget within each such fund; and

WHEREAS, the County Manager has further recommended certain revenue fees, personnel changes and improvements, and public safety improvements, for which funding is included in the several departmental budgets presented herewith, together;

WHEREAS, the County Manager has further recommended that a Legal Level of Control be established within each department's overall total of expenditures;

NOW THEREFORE, BE IT ORDAINED that the proposed Fiscal Year 2022 budget, as presented to the Board on June 01, 2021, and including amendments presented to the Board on June 15, 2021, is adopted and approved as the Fiscal Year 2022 Budget for Effingham County, Georgia. Said budget, which is on file with the Clerk of the Board of Commissioners, is adopted by reference and incorporated herein.

BE IT FURTHER ORDAINED that the several items of revenues, other financial resources, and sources of cash projected to be available as reflected in the Fiscal Year 2022 budget, together with the several amounts allocated for each fund for expenditures or expenses, are hereby approved at the line-item level and appropriated to the departments identified in each fund.

BE IT FURTHER ORDAINED that the legal level of control shall be set at the department level, and expenditures within each department shall not exceed the appropriations authorized by this budget,

BE IT FURTHER ORDAINED that the Board of Commissioners may amend the Fiscal Year 2022 budget so as to adapt to changing governmental needs during the budget period. Amendments shall be made as follows:

- (1) Any increase in appropriation above the legal level of control of the Board of Commissioners, whether accomplished through a change in anticipated revenues in any fund or through a transfer or re-assignment of appropriations, shall require the approval of the Board of Commissioners by ordinance or resolution. Appropriation increases are to be brought before the board at least quarterly. The Manager may effect changes within the personnel budget of one or more departments as long as there is no increase in the amount appropriated by the Board within those departments. The Manager may make changes in percentages of personnel charged between funds, hold positions unfilled and or use emergency hire funding in department 11 to appropriate funds to individual departments funded by the general fund and special funds.
- (2) Transfers of funds between funds and or expenditure appropriations within any fund below the legal level of control established by the Board of Commissioners

and or between county funds shall require only the approval of the Finance Director and County Manager; except that the Sheriff, Tax Commissioner, Magistrate Judge, Probate Court Judge, State Court Judge, Solicitor General, and Superior Court Clerk, as elected officials, may transfer or re-assign appropriations to their department within any expenditure category below the legal level of control upon written notice to the County Manager and Finance Director.

- (3) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to record revenue and expenditures in accordance with Generally Accepted Accounting Principles and the standards of the Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts, to increase revenue budgets to reflect receipts exceeding those budgeted, and to facilitate the movement of funds for the operation of county government.
- (4) The Board of Commissioners may amend the legal level of control to establish a more detailed level of budgetary control at any time during the budget period by ordinance or resolution.
- (5) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to review and use forfeitures for the reduction of current expense and or repayment of errors.

BE IT FURTHER ORDAINED that no expenditure shall be made from funds appropriated by the Board of Commissioners except in accordance with all federal and state laws and regulations, and ordinances, resolutions, and policies adopted by the Board of Commissioners governing expenditures for capital improvements, goods, supplies, and services.

SO ORDAINED by the Effingham County Board of Commissioners this 15th day of June 2021

ATTEST:

Wesley M. Corbitt, Chairman

ATTEST:

Stephanie D. Johnson, County Clerk

FIRST READING:

June 01, 2021

SECOND READING:

June 15, 2021

Effingham County Board of Commissioners



Mr. Wesley Corbitt

Chairman-at-large

Mr. Forrest Floyd

District 1

Mr. Roger Burdette

District 2, Vice Chairman

Mr. Jamie Deloach

District 3

Mr. Reggie Loper

District 4

Mr. Phil Kieffer

District 5

Tim Callanan

County Manager

Stephanie Johnson

County Clerk

Budget FY 2022

For the fiscal year July 1, 2021 to June 30, 2022

June 1, 2021—First Reading

June 15, 2021—Second Reading

It is the Mission of the Effingham County Board of Commissioners 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.

*Administrative Complex
601 North Laurel Street
Springfield, Georgia 31329
(912) 754-2123*

WESLEY M. CORBITT
Chairman At Large

STEPHANIE D. JOHNSON
County Clerk



TIM CALLANAN
County Manager

EDWARD L. NEWBERRY, JR.
County Attorney

Effingham County Board of Commissioners

FORREST FLOYD
District 1

ROGER BURDETTE
District 2

JAMIE DELOACH
Vice Chairman

REGINALD S. LOPER, SR.
District 4

PHIL KIEFFER
District 5

Dear Effingham County Board of Commissioners,

The final overview of the Effingham County Board of Commissioners budget for the fiscal year beginning July 1, 2021 and continuing through June 30, 2022 is attached. The county is growing, and the digest is increasing. The economic outlook for 2021-2022 is forecasted to remain stable. The economic outlook is positive for general fund. The budget we propose for the coming year continues to promote operational efficiency while still addressing departmental requests. The sale of a large asset in FY21 along with reimbursements from the CARES Act, and forthcoming relief from the American Rescue Plan Act (ARP) have given the county recovery funding that is being used in the FY22 budget. Though the approach is not as conservative as years past, general fund has room to allow us to complete capital projects and move to grow ahead of the growth that we continue to see Effingham County.

Though the forecast is positive, the budget has not been without challenges. The digest calculations have not yet been completed. Therefore, tax revenues are based on preliminary PT-32s as provided by the Tax Assessor. All revenues are forecasted based on previous year trends and averages. This draft of the General Fund budget is balanced at \$40,581,947.82 – a 28.91% increase over FY21 adopted budget. It is important to remember that the FY21 budget was proposed as an overly conservative budget due to the COVID-19 pandemic which began just as the budget was prepared to be presented.

The property digest continues to reflect a positive change from a net digest of \$1,528,720,160 in 2013 to an estimated \$2,189,361,027 in 2021. Considering the economic climate, the estimates for Local Option Sales Tax (LOST) and Special Purpose Local Option Sales Tax (SPLOST) have been budgeted at the 12 month average.

The tax year 2020 millage rate was 7.528 for General Fund County M&O and our rollback rate is currently calculated at 7.337 which may change with the updated digest calculations.

Revenue in the General Fund includes functional revenue of \$7,559,786.94; property tax and TAVT revenue of \$20,613,689.38; LOST revenue of \$7,520,999.01; and other general revenues of \$4,887,472.52 which includes using \$1,080,745.41 of fund balance for capital purchases. In the current year, we are proposing to use the rollback rate for the County M&O millage, reduce the Hospital millage,

and increase the Roads and Recreation millage rates in accordance with pending new Service Delivery Agreement with the municipalities.

SPLOST proceeds are anticipated at \$10,087,222.56 this year (before payments to the cities) and when coupled with existing funds on hand will allow for funding of major road improvements, essential equipment such as fire and EMS apparatus and other necessary capital improvement projects.

The total General Fund budget of \$40,581,947.82 includes an increase of 28.91% or \$9,101,772.55. This includes an overall increase of \$3,658,844.10 in personnel. This included a health insurance increase of \$1,522,295.48 effective January 1, 2021.

Included is a net of twenty-two (22) new positions across all funds. Those include net increases to the Solicitor's Office, Superior Court Clerk, Magistrate Court, Finance, Prison, Sheriff's Office, EMS, Facilities Maintenance, Recreation and Sports Management, Parks and Landscape, and E-911. A net decrease is seen in Probate Court and the Board of Equalization. Three (3) of these positions were added during FY 2021. There is no COLA increase in the budget; however, the final salary study report has been received and is implemented within this final draft. The budget for services and supplies increased from the prior year and there is \$3,628,443.60 of capital in the General Fund budget.

Several items we wish to call attention to regarding changes incorporated into the budget are:

- Staff increases in Public Safety
- Fund balance is being used to offset capital purchases
- Includes funding for:
 - Live Oak Library
 - Juvenile Court
 - Drug Court
 - Mental Health Court
- County Manager's Department has been added

Though this letter focuses on the general fund, we continue to work with enterprise funds to promote self-sufficient services. This will become more evident in this fiscal year, as we encourage these funds to be less dependent on the special tax district for operating transfers. We were able to reduce the dependence on the special tax district for Water and Sewer and Waste Water Treatment Plant due to funds expected from ARP.

This 2022 recommended operating budget is a critical step to move our county forward. It recognizes the tremendous sacrifices that have been made to operate this government as efficiently as possible.

Sincerely,

Tim Callanan
County Manager

**STATE OF GEORGIA
COUNTY OF EFFINGHAM**

FISCAL YEAR 2022 BUDGET ORDINANCE

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2022 BUDGET FOR EACH FUND OF EFFINGHAM COUNTY, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH FUND WITHIN SAID BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF PROJECTED REVENUE, ESTABLISHING THE LEGAL LEVEL OF CONTROL WITHIN EACH FUND/DEPARTMENT, PROHIBITING EXPENDITURES AND EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AUTHORIZING IMPLEMENTATION OF CERTAIN REVENUE FEES, PERSONNEL IMPROVEMENTS, PUBLIC SAFETY IMPROVEMENTS, AND FOR OTHER PURPOSES

WHEREAS, as used in this ordinance, the term:

(1) "Budget" means a plan of financial operation embodying an estimate of proposed expenditures during a budget period and the proposed means of financing them;

(2) "Budget period" means Fiscal Year 2022, more particularly defined as the fiscal year beginning on July 1, 2021 and ending on June 30, 2022;

(3) "Capital projects fund" means a fund used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by resources from proprietary type activities which are accounted for in enterprise funds or those financed with funds held by the local government in a trustee capacity;

(4) "Debt service fund" means a fund used to account for the accumulation of resources for and the payment of general long-term debt principal and interest;

(5) "Department" means a departmental unit for which funding is allocated by the Board of Commissioners of Effingham County, including, but not limited to, departments operated by other elected or appointed officials, such as the Board of Assessors, Board of Equalization, Board of Elections and Registrations, Sheriff, Magistrate Court, Probate Court, State Court, Solicitor General, Superior Court Clerk, and Tax Commissioner.

(6) "Enterprise fund" means a fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the costs (meaning expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or where the governing authority has decided that periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes

(7) "Fiduciary fund" means those trust and agency funds used to account for assets held by a local government in a trustee capacity or as an agent for individuals, private organizations, other governmental units, or other funds;

(8) "Fund" means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations;

(9) "General fund" means the fund used to account for all financial resources except those required to be accounted for in another fund;

(10) "Governing authority" means the Board of Commissioners of Effingham County, Georgia;

(11) "Internal service fund" means a fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit or to other governmental units on a cost-reimbursement basis;

(12) "Legal level of control" means the lowest level of budgetary detail at which a department head or elected official may not reassign resources without approval of the Board of Commissioners;

(13) "Special revenue fund" means a fund used to account for the proceeds of specific revenue sources, other than those for major capital projects or those held by the government in a trustee capacity, that are legally restricted to expenditure for specified purposes;

(14) All funds are to be setup and financial transactions recorded in accordance with GAAP (Generally Accepted Accounting Principles) and GASB (Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts. Accounts

WHEREAS, O.C.G.A. § 36-81-2(b)(1) and sound fiscal management practices require the Board of Commissioners to adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government; and

WHEREAS, O.C.G.A. § 36-81-2(b)(2) requires the Board of Commissioners adopt and operate under a project-length balanced budget for each capital projects fund in use by the government in the year that the project initially begins, and further requires that the project-length balanced budget shall appropriate total expenditures for the duration of the capital project; and

WHEREAS, a budget ordinance or resolution is balanced when the sum of estimated revenues and appropriated fund balances is equal to appropriations; and

WHEREAS, the County Manager of Effingham County has presented a proposed Fiscal Year 2022 budget to the Board of Commissioners for each of the several funds for which the Board of Commissioners is responsible, and

WHEREAS, the proposed Fiscal Year 2022 budget is an estimate of the financial requirements at the legal level of control for each fund requiring a budget and provides a

statement of the amount budgeted for anticipated revenues by source and the amount budgeted for expenditures at the legal level of control; and

WHEREAS, the proposed Fiscal Year 2022 budget proposes certain levies and charges to finance expenditures within each fund, and lists the anticipated revenues to be derived therefrom; and

WHEREAS, the proposed Fiscal Year 2022 budget projects that, within each fund, projected revenues including the use of fund balances shall equal proposed expenditures, and is therefore a balanced budget within each such fund; and

WHEREAS, the County Manager has further recommended certain revenue fees, personnel changes and improvements, and public safety improvements, for which funding is included in the several departmental budgets presented herewith, together;

WHEREAS, the County Manager has further recommended that a Legal Level of Control be established within each department's overall total of expenditures;

NOW THEREFORE, BE IT ORDAINED that the proposed Fiscal Year 2022 budget, as presented to the Board on June 01, 2021, and including amendments presented to the Board on June 15, 2021, is adopted and approved as the Fiscal Year 2022 Budget for Effingham County, Georgia. Said budget, which is on file with the Clerk of the Board of Commissioners, is adopted by reference and incorporated herein.

BE IT FURTHER ORDAINED that the several items of revenues, other financial resources, and sources of cash projected to be available as reflected in the Fiscal Year 2022 budget, together with the several amounts allocated for each fund for expenditures or expenses, are hereby approved at the line-item level and appropriated to the departments identified in each fund.

BE IT FURTHER ORDAINED that the legal level of control shall be set at the department level, and expenditures within each department shall not exceed the appropriations authorized by this budget,

BE IT FURTHER ORDAINED that the Board of Commissioners may amend the Fiscal Year 2022 budget so as to adapt to changing governmental needs during the budget period. Amendments shall be made as follows:

- (1) Any increase in appropriation above the legal level of control of the Board of Commissioners, whether accomplished through a change in anticipated revenues in any fund or through a transfer or re-assignment of appropriations, shall require the approval of the Board of Commissioners by ordinance or resolution. Appropriation increases are to be brought before the board at least quarterly. The Manager may effect changes within the personnel budget of one or more departments as long as there is no increase in the amount appropriated by the Board within those departments. The Manager may make changes in percentages of personnel charged between funds, hold positions unfilled and or use emergency hire funding in department 11 to appropriate funds to individual departments funded by the general fund and special funds.
- (2) Transfers of funds between funds and or expenditure appropriations within any fund below the legal level of control established by the Board of Commissioners

and or between county funds shall require only the approval of the Finance Director and County Manager; except that the Sheriff, Tax Commissioner, Magistrate Judge, Probate Court Judge, State Court Judge, Solicitor General, and Superior Court Clerk, as elected officials, may transfer or re-assign appropriations to their department within any expenditure category below the legal level of control upon written notice to the County Manager and Finance Director.

- (3) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to record revenue and expenditures in accordance with Generally Accepted Accounting Principles and the standards of the Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts, to increase revenue budgets to reflect receipts exceeding those budgeted, and to facilitate the movement of funds for the operation of county government.
- (4) The Board of Commissioners may amend the legal level of control to establish a more detailed level of budgetary control at any time during the budget period by ordinance or resolution.
- (5) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to review and use forfeitures for the reduction of current expense and or repayment of errors.

BE IT FURTHER ORDAINED that no expenditure shall be made from funds appropriated by the Board of Commissioners except in accordance with all federal and state laws and regulations, and ordinances, resolutions, and policies adopted by the Board of Commissioners governing expenditures for capital improvements, goods, supplies, and services.

SO ORDAINED by the Effingham County Board of Commissioners this 15th day of June 2021

ATTEST:

Wesley Corbitt, Chairman

ATTEST:

Stephanie Johnson, County Clerk

FIRST READING:

June 01, 2021

SECOND READING:

June 15, 2021

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230 Juvenile Services.....	90
236 State Drug.....	91
240 Jail Construction & Staffing.....	92
245 Prison Commissary.....	93
272 Development Services.....	94
273 Senior Citizens Activity.....	96
274 Hospital Indigent.....	97
276 Hotel/ Motel Tax.....	98
335 TSPLOST.....	99
560 Stormwater.....	100
600 Self-funded Insurance.....	101

Introduction | 2022

Reader's Guide

This budget describes how the Effingham County Board of Commissioners plans to meet the needs of Effingham County residents and visitors, and provides a funding structure that is fiscally responsible. This budget is designed to allow for the effective management of governmental operations. This budget is presented in five sections:

Introduction

The Introduction provides descriptions of the composition of the County's government through boards, commissions, and committees and their general structure and organization.

General Fund

The General Fund includes budget overview, summaries, and departmental details of each County department funded by the County's General Fund. The General Fund comprises departments that rely on property tax revenue and provide services County-wide without regard to local or municipal boundaries.

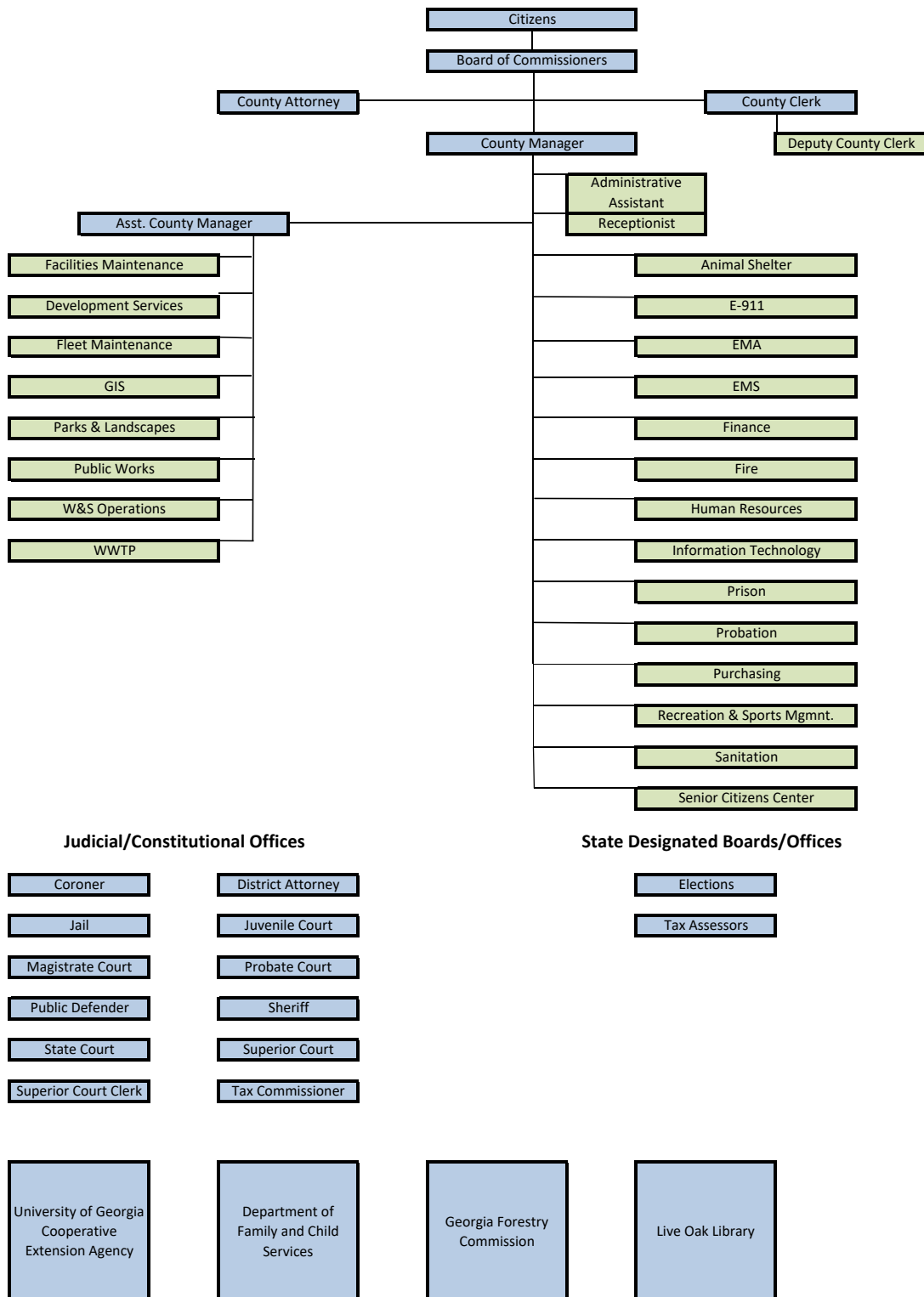
Special Funds

The Special Funds section also includes a budget overview, summary and departmental details of each County department that is funded by a Special Fund. These funds include enterprise funds and/or funds that have revenue that is used to directly provide a special governmental service. These services can be limited to unincorporated citizens only as municipalities may provide a duplicate service, examples include: Sanitation, Development Services, Fire Protection and a host of other such services.

Special Tax District

The Special Tax District includes a budget overview and summary detail for the budgeted allocation of Special Tax District revenue. The Special Tax District is a result of service delivery negotiations and agreements with the cities of Guyton, Rincon, and Springfield.

Effingham County Organizational Chart



Introduction - Boards & Committees | 2022

Boards, Committees, and Commissions

Aging Services Advisory Council CRC
Board of Elections
Board of Equalizations
Coastal Area District Development Authority
Coastal Georgia Resource Conservation
Communications Commission
Construction Board of Adjustments & Appeals
Department of Family and Children Services
Effingham County Family Connection Board
Gateway Community Services
Health Board
Historic Preservation Advisory Council CRC
Hospital Authority
Industrial Development Authority
Library Board
Middle Coastal Unified Development Authority
Planning Board
Recreation Board
The Savannah Harbor - Interstate 16 Corridor Joint Development Authority
Seacoast Workforce Development Board
South Coastal Regional MHMRSA Board
Southeast Georgia Regional IX EMS Council
Tax Assessor's Board
Transportation Board
Workforce Development Board
Veterans Park Board

Effingham County

General Fund Overview - Revenue , Expense and Millage

2022

Budget Summary							
	FY 2021 Requested	FY 2021 Adopted	FY 2022 Requested	FY 2022 Proposed	Diff 2021 / 2022 Diff Adopted/Proposed	FY 2022 Diff Request /Proposed	2021 / 2022 % Chg
Expenditures							
Personnel	\$ 24,635,580.77	\$ 21,898,671.69	\$ 25,086,078.65	\$ 25,557,515.80	\$ 3,658,844.10	\$ 471,437.14	16.71%
Services	\$ 4,527,351.48	\$ 4,266,686.50	\$ 5,275,938.68	\$ 5,096,085.97	\$ 829,399.47	\$ (179,852.71)	19.44%
Supplies	\$ 3,025,166.50	\$ 2,892,825.00	\$ 3,017,489.00	\$ 3,190,916.00	\$ 298,091.00	\$ 173,427.00	10.30%
Capital	\$ 2,542,462.88	\$ 1,215,000.00	\$ 3,915,348.00	\$ 3,628,443.60	\$ 2,413,443.60	\$ (286,904.40)	198.64%
Other	\$ 1,539,137.26	\$ 1,142,892.08	\$ 2,065,900.00	\$ 2,852,483.24	\$ 1,709,591.16	\$ 786,583.24	149.58%
Transfer 911	\$ 23,207.46	\$ -	\$ 175,929.71	\$ 191,013.22	\$ 191,013.22	\$ 15,083.51	n/a
Transfer Drywaste Center	\$ 66,000.00	\$ 64,100.00	\$ 65,490.00	\$ 65,490.00	\$ 1,390.00	\$ -	2.17%
Transfer to Capital Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total	\$ 36,358,906	\$ 31,480,175	\$ 39,602,174	\$ 40,581,948	\$ 9,101,773	\$ 979,774	28.91%
	FY 2021 Requested	FY 2021 Adopted	FY 2022 Requested	FY 2022 Proposed	Diff 2021 / 2022 Diff Adopted/Proposed	Diff 2021 / 2022 Diff Request /Proposed	2021 / 2022 % Chg
Revenues							
Functional Revenues	\$ 7,228,794.03	\$ 7,228,794.03	\$ 7,559,786.94	\$ 7,559,786.94	\$ 330,992.91	\$ -	4.58%
All Prop Tax & Prior	\$ 16,044,099.72	\$ 16,044,099.72	\$ 20,613,689.37	\$ 20,613,689.37	\$ 4,569,589.65	\$ -	28.48%
Lost	\$ 6,157,230.61	\$ 6,157,230.61	\$ 7,520,999.01	\$ 7,520,999.01	\$ 1,363,768.40	\$ -	22.15%
Other Revenues	\$ 1,024,569.76	\$ 1,024,569.76	\$ 3,806,727.09	\$ 3,806,727.09	\$ 2,782,157.33	\$ -	271.54%
Fund Balance	\$ 1,025,481.14	\$ 1,025,481.14	\$ 1,080,745.41	\$ 1,080,745.41	\$ 55,264.27	\$ -	5%
Total	\$ 31,480,175	\$ 31,480,175	\$ 40,581,948	\$ 40,581,948	\$ 9,101,773	\$ -	28.91%

Effingham County Budget - General Fund

2022

Expenditure Overview

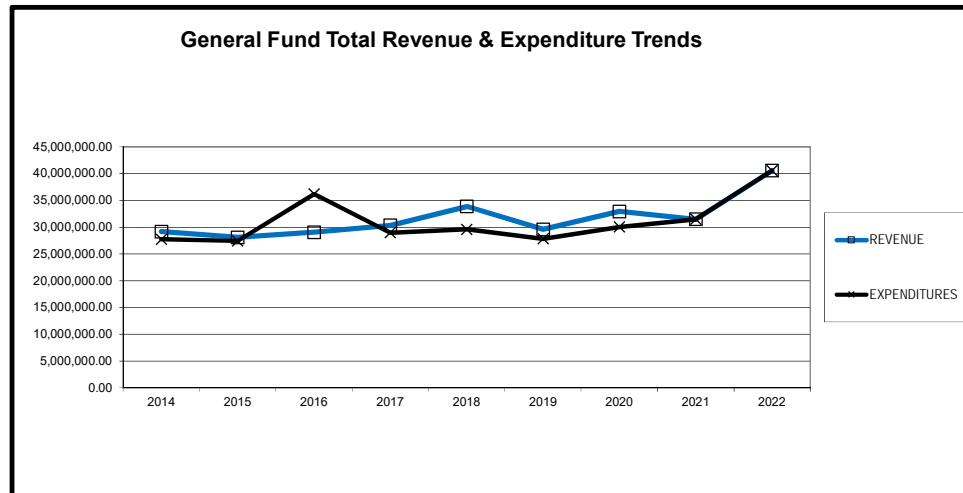
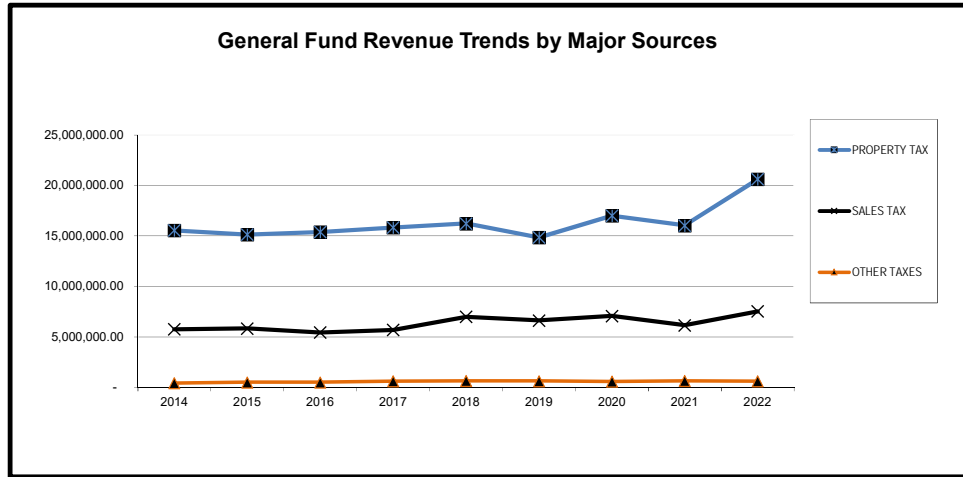
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	%
Expenditure	Adopted	Adopted	Adopted	Adopted	Adopted	Proposed	Change
Personnel	\$18,731,592.80	\$18,863,416.94	\$19,597,038.00	\$21,250,319.52	\$21,898,671.69	25,557,515.80	16.71%
Services	\$4,225,182.25	\$5,261,695.47	\$5,445,312.00	\$4,043,320.81	\$4,266,686.50	5,096,085.97	19.44%
Supplies	\$3,086,612.00	\$2,905,543.50	\$2,545,300.00	\$2,671,800.00	\$2,892,825.00	3,190,916.00	10.30%
Capital	\$537,950.00	\$706,370.04	\$0.00	\$630,000.00	\$1,215,000.00	3,628,443.60	198.64%
Other	\$1,304,020.00	\$1,304,020.00	\$1,109,628.00	\$1,326,289.26	\$1,142,892.08	2,852,483.24	149.58%
Transfer 911	\$185,776.52	\$79,080.64	\$90,627.00	\$23,207.46	\$0.00	191,013.22	n/a
Transfer Drywaste Center	\$75,100.00	\$80,000.00	\$66,000.00	\$66,000.00	\$64,100.00	65,490.00	2.17%
Transfer Capital Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a
Total	\$28,146,234	\$29,200,127	\$28,853,905	\$30,010,937	\$31,480,175	\$40,581,948	28.91%

Revenue Overview

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	%
Revenues	Adopted	Adopted	Adopted	Adopted	Adopted	Proposed	Change
Functional Revenues	\$6,241,424.14	\$6,593,954.00	\$7,024,501.00	\$6,699,387.67	\$7,228,794.03	\$ 7,559,786.94	4.58%
Property Tax & Prior PT	\$15,488,453.30	\$16,116,505.20	\$13,938,728.00	\$15,377,446.16	\$16,044,099.72	\$ 20,613,689.37	28.48%
Lost	\$5,900,000.00	\$5,900,000.00	\$7,032,854.00	\$6,585,970.55	\$6,157,230.61	\$ 7,520,999.01	22.15%
Other Revenues	\$517,515.57	\$590,000.00	\$857,822.00	\$1,114,768.80	\$1,024,569.76	\$ 3,806,727.09	271.54%
Fund Balance	(\$1,159.45)	(\$332.61)	\$0.00	\$233,363.91	\$1,025,481.14	1,080,745.41	5.39%
Total	\$28,146,234	\$29,200,127	\$28,853,905	\$30,010,937	\$31,480,175	\$40,581,948	28.91%

Graphical View - Revenues | 2022

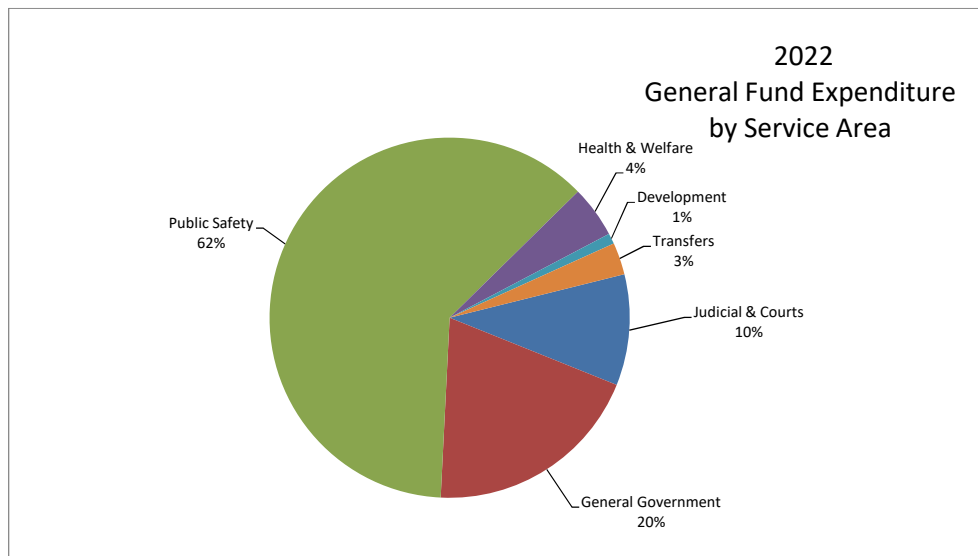
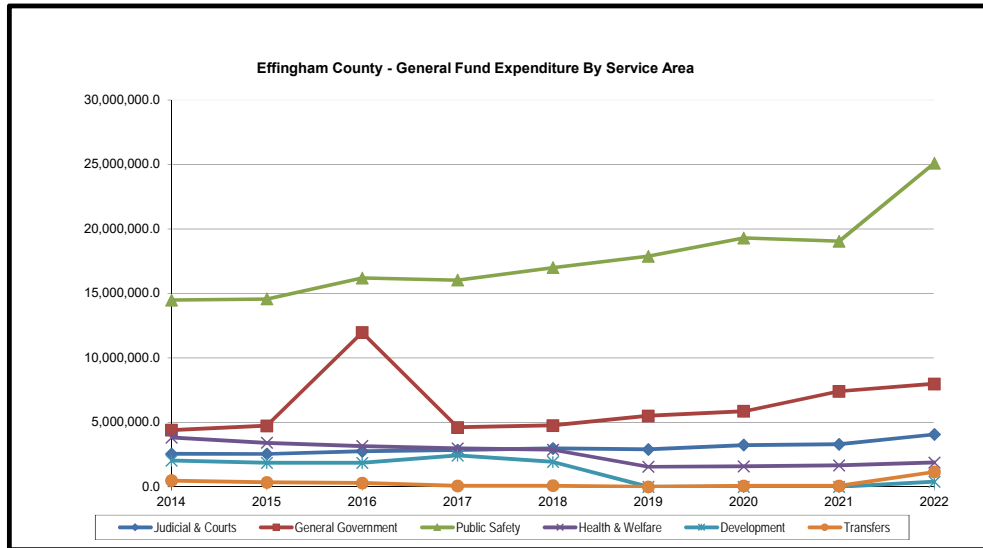
Effingham County Graphical Review of Revenues and Current Projections 2020 and prior are actuals. 2021 and 2022 are budget figures



Graphical View - Service Areas | 2022

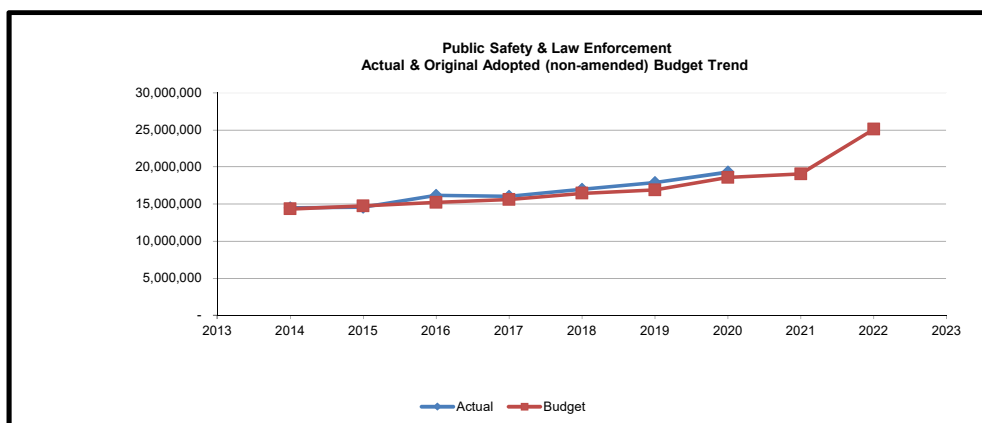
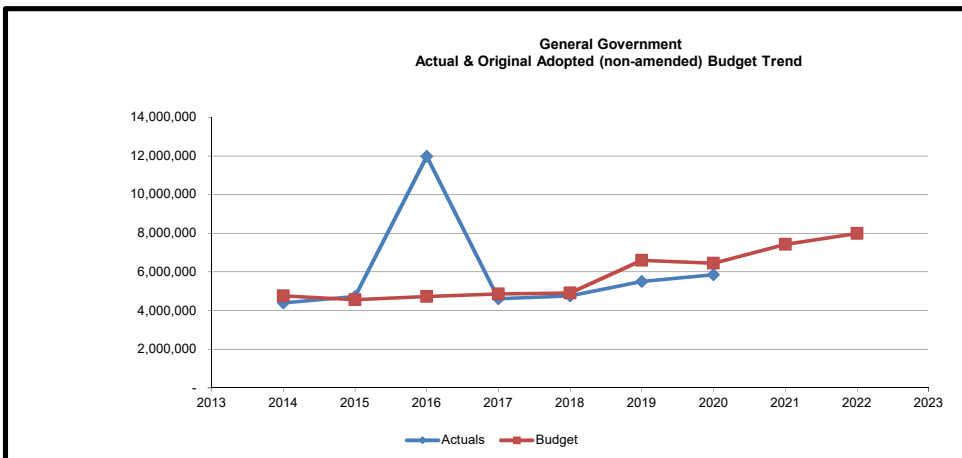
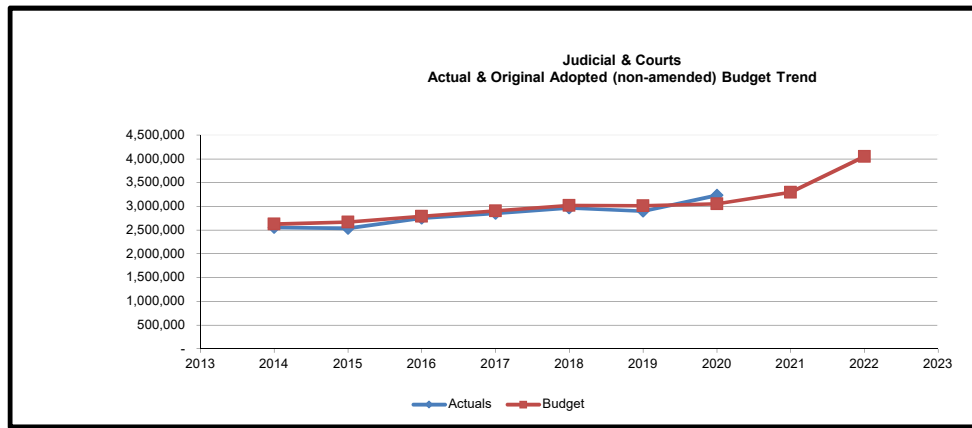
Effingham County Graphical Review of Actual Expenditures & Proposed

2020 and prior are actuals. 2021 and 2022 are budget figures



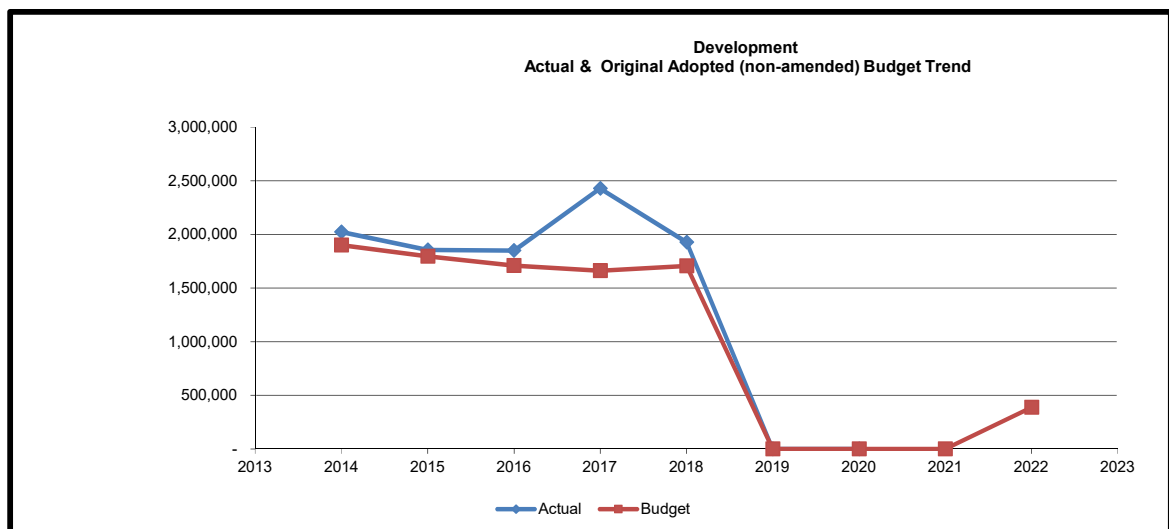
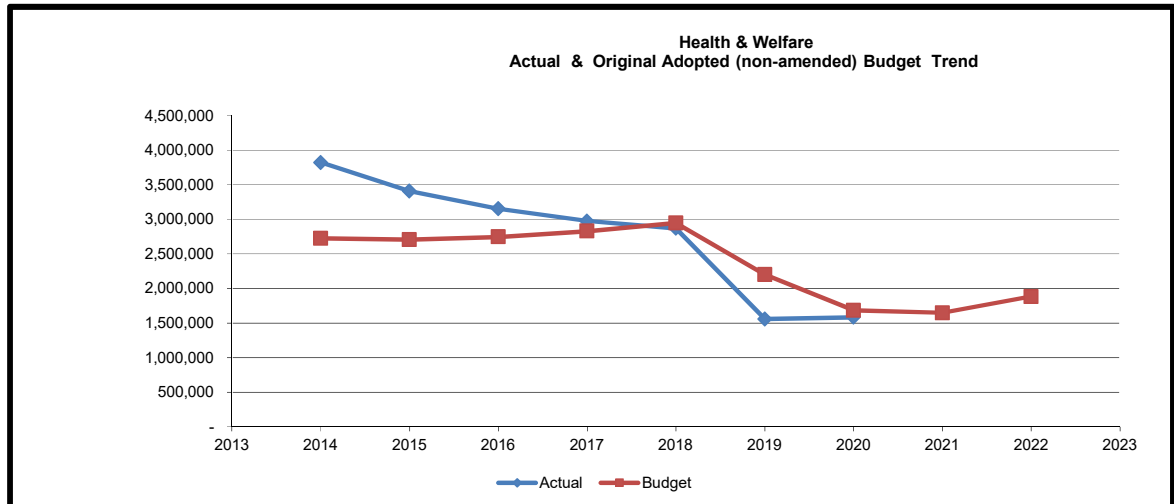
Graphical View - Actual & Budget Trends | 2022

Effingham County Review of General Fund Actual & Budget Trends By Service Area



Graphical View - Actual & Budget Trends | 2022

Effingham County Review of General Fund Actual & Budget Trends By Service Category Continued

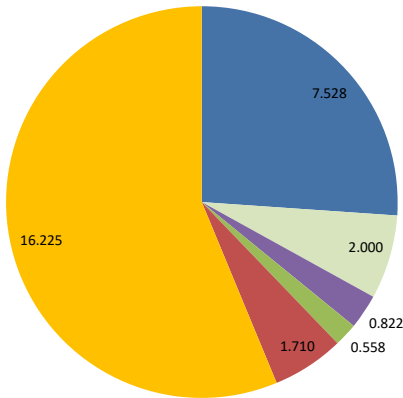


Previous Millage Breakdown

FY 2021 Unincorporated Residents' Millage

County M&O	7.528
Roads	0.822
Recreation	0.558
Hospital	1.710
sub total	10.618

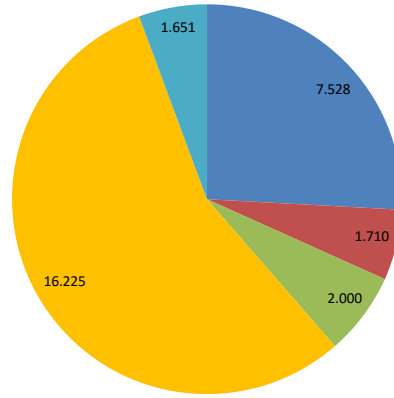
■ County M&O
 ■ IDA
 ■ County Roads
 ■ County Recreation
 ■ Hospital
 ■ School M&O



FY 2021 Rincon Residents' Millage

County M&O	7.528
Hospital	1.710
Ft. Howard	1.651
sub total	10.889

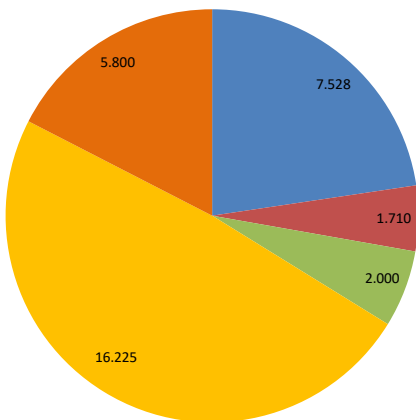
■ County M&O
 ■ Hospital
 ■ IDA
 ■ School M&O
 ■ Ft. Howard



FY 2021 Springfield Residents' Millage

County M&O	7.528
Hospital	1.710
sub total	9.238

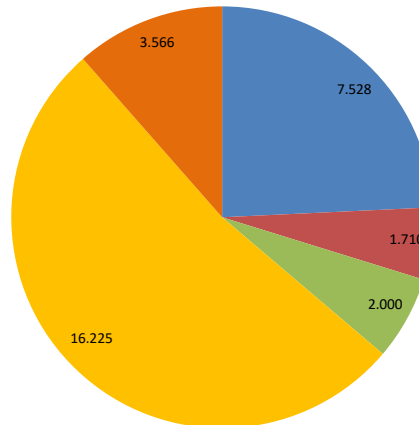
■ County M&O
 ■ Hospital
 ■ IDA
 ■ School M&O
 ■ City



FY 2021 Guyton Residents' Millage

County M&O	7.528
Hospital	1.710
sub total	9.238

■ County M&O
 ■ Hospital
 ■ IDA
 ■ School M&O
 ■ City



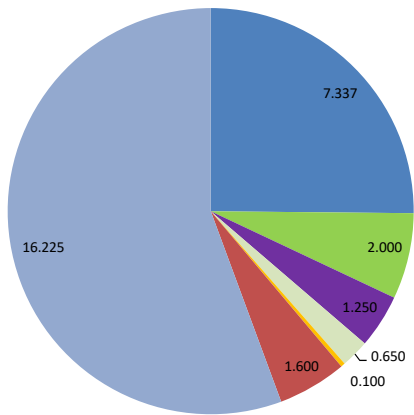
FY 2022 Budgeted Millage

School, Cities, and IDA rates are shown at last year's value

FY 2022 Unincorporated Residents' Millage

County M&O	7.337
Roads	1.250
Recreation	0.650
Parks	0.100
Hospital	1.600
sub total	10.937

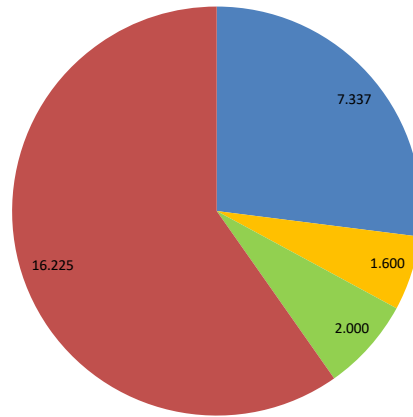
County M&O
IDA
County Roads
County Recreation
County Parks
Hospital
School M&O



FY 2022 Rincon Residents' Millage

County M&O	7.337
Hospital	1.600
sub total	8.937

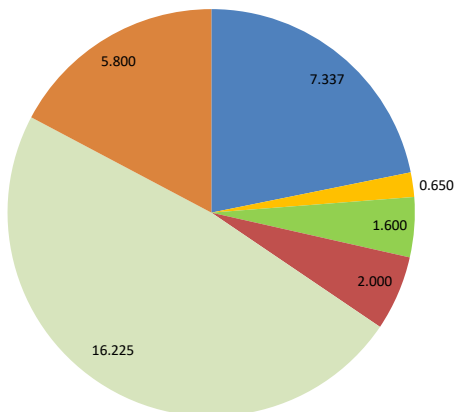
County M&O
Hospital
IDA
School M&O



FY 2022 Springfield Residents' Millage

County M&O	7.337
County Recreation	0.650
Hospital	1.600
sub total	9.587

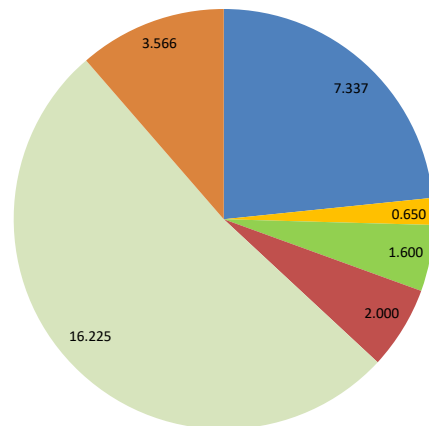
County M&O
County Recreation
Hospital
IDA
School M&O
City



FY 2022 Guyton Residents' Millage

County M&O	7.337
County Recreation	0.650
Hospital	1.600
sub total	9.587

County M&O
County Recreation
Hospital
IDA
School M&O
City



Effingham County 2021-2022

CAPITAL BUDGET REQUESTS FROM ELECTED OFFICIALS AND DEPARTMENT HEADS

Dept #	Name	Description	Reason for Need	Original Request	Admin. Recommend.	Funding Source
3	Solicitors	Vehicle	Fleet recommendation (1)	-	21,990.00	General Fund
5	Clerk of Superior Court	Vehicle	no vehicle currently - offise training, conference, daily bank runs, and other	36,000.00	-	General Fund
7	Court Services	ARP - AV System upgrades			250,000.00	ARP - General Fund
8	Elections	Building Addition/Improvements	more room for equipment, polling location	250,000.00	-	
10	Magistrate Court	Vehicle	Fleet recommendation (2)	25,000.00	43,980.00	General Fund
11	County Commissioners	open records software		10,000.00	10,000.00	General Fund
11	County Commissioners	Vehicles	Fleet recommendation (2)	-	65,513.00	General Fund
12	Tax Assessors	Vehicles	Fleet recommendation (1)	-	27,735.00	General Fund
13	Tax Commissioner	WinGap Tax Software	new software necessary for STDs and to mirror Assessor's Office	40,000.00	40,000.00	General Fund
14	Human Resources	Vehicle	no vehicle currently - needed for H&W and Risk Management Personnel	25,000.00	-	
14	Human Resources	furniture for new building	this should be included in the main building furniture line	10,000.00	-	
14	Human Resources	printers	depending on price, could be office supplies	1,200.00	1,200.00	General Fund
16	Prison	Vehicle	Fleet recommendation (7)	30,000.00	193,051.00	General Fund
16	Prison	Tilt Skillet	to replace one needing constant repairs	25,000.00	25,000.00	General Fund
16	Prison	Laptop	for Office Manager's use after-hours	3,000.00	-	
17	Sheriff's Office	Vehicle	Fleet recommendation (58)	847,485.00	2,180,099.00	General Fund
17	Sheriff's Office	Storage building	need air conditioned storage space	-	-	
18	Jail	Camera System	System to cover jail - current one installed when jail built	155,206.72	-	
19	EMS	Ambulances	requesting 5 - 2 approved but not recvd in FY21 and 2 add'l due to age	840,000.00	1,050,000.00	SPLOST
19	EMS	Training Room/Ambulance Bay	Training space with 3 bays	500,000.00	-	
19	EMS	Fleet vehicle	Fleet recommendation (1)	-	21,990.00	General Fund
19	EMS	Cardiac Monitors	Replace older lifepac 12's	214,000.00	25,000.00	General Fund
19	EMS	Supervisor Vehicle	Respond to ER calls/County business	45,000.00	-	General Fund
19	EMS	Training Mannequins/equipment	ability to train for medical and trauma ER	20,250.00	20,250.00	General Fund
20	EEMA	Fleet vehicle	Fleet recommendation (1)	-	28,389.60	General Fund
20	EEMA	North Tower Generator Replacement	(Duplicate)	28,000.00	28,000.00	General Fund
21	Facilities Maintenance	Admin building projects	for the new administration complex	203,000.00	203,000.00	General Fund
21	Facilities Maintenance	Judicial Building Ceiling Lights	upgrade fixtures	20,000.00	-	
21	Facilities Maintenance	McCall Park Restroom Upfit	upgrades	10,000.00	-	
21	Facilities Maintenance	McCall Park Well	Install new water well	25,000.00	-	
21	Facilities Maintenance	119 Gym doors	Replace all exterior doors	10,000.00	10,000.00	Recreation
21	Facilities Maintenance	Annex Roof	replace/repair	150,000.00	-	
21	Facilities Maintenance	Central Gym AC	Add Add'l Circuit- 10 ton unit - to system	10,000.00	10,000.00	Recreation
21	Facilities Maintenance	Fire Station 9 Drain Field	replacement	10,000.00	10,000.00	Fire
21	Facilities Maintenance	Fire Staiton 12 Gas Heaters in bays	no heat in rear of warehouse/working bays	7,000.00	7,000.00	Fire
21	Facilities Maintenance	North Tower Generator Replacement	(duplicate) generator will not retain voltage	31,000.00	-	
21	Facilities Maintenance	EEMA Tower HVAC Replacement	for unit replacement if needed	10,000.00	10,000.00	General Fund
21	Facilities Maintenance	Central Cafeteria roof	repair/replace	13,000.00	-	
21	Facilities Maintenance	Vehicles	Fleet recommendation (5)	-	132,748.00	General Fund
21	Facilities Maintenance	Pikcup truck	for cleaning crew	35,000.00	-	
21	Facilities Maintenance	Enclosed box trailer	needed for custodial crew	5,000.00	-	
22	Animal Shelter	Vehicle	Fleet recommendation (2)	25,000.00	51,232.00	General Fund
22	Animal Shelter	Catio	Add small covered enclosed porch off the cat room	4,000.00	-	
25	Public Works	Skid Steer	New - road repairs drainage, earth moving, material lifting	80,000.00	50,000.00	SPLOST
25	Public Works	Excavator purchase/trade	trade 2 for 1 new	225,000.00	225,000.00	SPLOST
25	Public Works	Bulldozer 650k	trade 2 bulldozers for 1 new	175,000.00	175,000.00	SPLOST
25	Public Works	LMIG 2021	LMIG paving match	1,530,375.00	1,530,375.00	SPLOST
25	Public Works	Road Paving and Restripping	Outside of LMIG	175,000.00	175,000.00	Roads
25	Public Works	Stormwater Feasibility Study	to Establish stormwater fee	20,000.00	-	
25	Public Works	Ash Road Repairs	Continue resurfacing ash roads	675,000.00	675,000.00	SPLOST
25	Public Works	Bridge Repairs/Replace	GDOT bridge repairs needed - grant available	140,000.00	140,000.00	SPLOST
25	Public Works	Tractor Purchase	replace old due to milage and condition	160,000.00	-	
25	Public Works	Truck/Lowboy replacement	due to age / condition	200,000.00	-	
25	Public Works	Stormwater Master Plan	1	160,000.00	160,000.00	Stormwater - borrow from Special Tax District

Dept #	Name	Description	Reason for Need	Original Request	Admin. Recommend.	Funding Source
25	Public Works	Vehicles	Fleet Recommendation (5)	75,000.00	140,993.00	Special Tax District
25	Public Works	Patch truck	patch truck to replace worn unit	220,000.00	220,000.00	SPLOST
28	Extension	Vehicles	Fleet recommendation (1)	-	25,210.00	General Fund
29	Recreation & Sports Mngmt	119 complex lights	replacement	250,000.00	315,000.00	SPLOST
29	Recreation & Sports Mngmt	Playground at 119	replacement	65,000.00	-	
29	Recreation & Sports Mngmt	Batting Cages/Basketball Ct Sandhill	covered with lights	55,000.00	-	
29	Recreation & Sports Mngmt	New Pavialian w/ restrooms Sandhill	Currently has no facility	120,000.00	-	
29	Recreation & Sports Mngmt	Vehicle	Fleet recommendation (2)	12,000.00	49,030.00	Recreation
29	Recreation & Sports Mngmt	Disc Golf Course - Pinora	Need another course	25,000.00	-	
29	Recreation & Sports Mngmt	Upgrade playground - Sandhill	Needs upgrades - 16 years old	50,000.00	-	
29	Recreation & Sports Mngmt	PA System at Sandhill	Struck by lightning needs repair/replace	15,000.00	-	
29	Recreation & Sports Mngmt	Clyo Community Center	Remodel - 17 years old	15,000.00	-	
29	Recreation & Sports Mngmt	Ulmer Park - Lighting upgrade	60+ years old	75,000.00	-	
29	Recreation & Sports Mngmt	McCall Park	Upgrades WITH ALL ADD-ONS	300,000.00	402,600.00	SPLOST
29	Recreation & Sports Mngmt	Baker Complex Tennis Courts	(duplicate) Refurbish - 17 years old	60,000.00	-	
30	Parks & Landscapes	Vehicle	Fleet recommendation (4)	28,000.00	100,957.00	Parks
30	Parks & Landscapes	(4) Cart (Gator,club car)	hual equipment and crew; replace (3) broken	40,000.00	30,000.00	Parks
30	Parks & Landscapes	Infield drag	replace old sandpro	6,000.00	6,000.00	Parks
30	Parks & Landscapes	Park accessories	trash cans, picnic tables, grills	45,000.00	-	
30	Parks & Landscapes	Clay at 119 fields	make more playable fields after rain events	10,000.00	-	
30	Parks & Landscapes	z turn mower	replace Exmark w/ blown motor	8,000.00	8,000.00	Parks
30	Parks & Landscapes	Sod Cutter	replace areas	7,000.00	-	
30	Parks & Landscapes	Playground fences	Lawton, Tuskasee King, Clyo Community Center	23,500.00	23,500.00	SPLOST
30	Parks & Landscapes	Christmas Light Setup	Electrical and water hookups for Christmas light drive-thru	10,000.00	-	
30	Parks & Landscapes	Abercorn Landing Picnic Area	Shelter only	8,000.00	-	
30	Parks & Landscapes	Parks & Landscape lot improvement	fill in area around shop for better working conditions during rain	20,000.00	20,000.00	Parks
30	Parks & Landscapes	Playground equipment	(duplicate) replace aging equipment - no specific park	60,000.00	-	
30	Parks & Landscapes	Abercorn Landing	bathrooms	40,000.00	-	
30	Parks & Landscapes	Baker Complex Tennis Courts	(duplicate request - the other is at 60k)	35,000.00	35,000.00	Recreation/grant
35	E911	IP Logger (radio channel/phone rec)	replace 8 year old system that is now unsupported	150,000.00	150,000.00	SPLOST
35	E911	Dispatcher Chairs	24 hr chairs	10,500.00	10,500.00	E911
37	SPLOST Roads	Effingham Parkway	Let of project	4,000,000.00	1,062,610.00	SPLOST
37	SPLOST Roads	LMIG SAP Project	GDOT LMIG SAP grant funds		279,000.00	SPLOST
47	SPLOST Drainage	Atlas reservoir		1,000,000.00	2,000,000.00	SPLOST
47	SPLOST Drainage	Aerial photography		39,000.00	39,000.00	SPLOST
55	Fire & Rescue	Hodgeville Fire Station	FY21 project will not be completed.	500,000.00	500,000.00	Fire
55	Fire & Rescue	Guyton Fire Station	FY21 project will not be completed.	900,000.00	900,000.00	Fire
55	Fire & Rescue	Vehicle	QRV Replacement of units with high mileage	96,000.00	-	Fire
55	Fire & Rescue	Turnout Gear	Annual Turnout Gear Replacement Program	65,000.00	65,000.00	Fire
55	Fire & Rescue	Fire Hose	Annual Fire Hose replacement program	17,500.00	17,500.00	Fire
55	Fire & Rescue	Clyo driveway	Currently Dirt	35,000.00	35,000.00	Fire
55	Fire & Rescue	Fleet vehicles	Fleet recommendation (10)	-	281,612.00	Fire

Dept #	Name	Description	Reason for Need	Original Request	Admin. Recommend.	Funding Source
58	Coroner	Vehicle	Fleet recommendation (1)	65,000.00	32,721.00	General Fund
58	Coroner	standard mortuary cot w/ straps	transport bodies	3,500.00	3,500.00	General Fund
58	Coroner	wide mortuary cot w/ straps	transport bodies	4,700.00	4,700.00	General Fund
58	Coroner	Morgue trailer, 20 body w/ hoist	w/ generator and refrigeration	81,000.00	-	
58	Coroner	mobile radio for truck	communication with public safety officials	7,000.00	-	
60	Fleet Maintenance	vechile	Fleet recommendation (1)	-	31,640.00	General Fund
61	WWTP	Fleet vehicle	Fleet recommendation (3)	-	87,432.00	WWTP
61	WWTP	Lawnmower	commercial grade to cut facilities	16,000.00	-	
61	WWTP	RAS Pump & Motor Replacement	due to age/condition	25,000.00	25,000.00	ARP - WWTP
61	WWTP	Headworks Upgrades	motor. Gearbox, piping	50,000.00	50,000.00	ARP - WWTP
61	WWTP	Belt press upgrades	needed for operations	50,000.00	50,000.00	ARP - WWTP
61	WWTP	Thermal Dryer Unit	to reduce Sludge Expenses	200,000.00	-	
61	WWTP	Septage Station	Improve billing accuracy and efficiency for septic haulers	500,000.00	-	
61	WWTP	Direct Discharge app	to increase capacity at plant	5,000,000.00	3,000,000.00	SPLOST
105	Water & Sewer	Meter Replacement Project	Replace old Sensus meters with new MasterMeters (est. 2500 meters)	575,000.00	262,500.00	ARP - W&S
105	Water & Sewer	Mobile bypass pump	age and condition	65,000.00	65,000.00	W&S
105	Water & Sewer	I&I repairs		250,000.00	200,000.00	ARP - W&S
105	Water & Sewer	Vehicle	truck	30,000.00		W&S
105	Water & Sewer	SCADA	add SCADA to 4 lift stations	30,000.00	30,000.00	ARP - W&S
105	Water & Sewer	Well cleaning for 2 backup wells	required by EPD	10,000.00	10,000.00	W&S
105	Water & Sewer	New sanitary SW Force Main ENG	Hodgeville LS to plant	140,000.00	140,000.00	ARP -W&S
105	Water & Sewer	New sanitary SW Force Main CONST	Hodgeville LS to plant	2,777,700.00	2,777,700.00	ARP - W&S
105	Water & Sewer	SW Force main 17 - Blue Jay ENG	extend Sw	240,000.00	-	
105	Water & Sewer	Sw Force main 17 - Blue Jay CONST	extend Sw	990,000.00	-	
105	Water & Sewer	SW Force main Ext Blue Jay CONST	extend along 17 to Blue Jay	3,465,000.00	-	
105	Water & Sewer	WA, SW RU Masterplan	model/rate analysis/master plan	750,000.00	300,000.00	W&S
106	Water Projects, bond	Looping Ext CONST	Improve water quality	6,142,729.00	5,500,000.00	SPLOST
106	Water Projects, bond	Booster & Tower CONST	improve pressure	2,023,000.00	1,450,000.00	Water Bonds
106	Water Projects, bond	Sprayfield Engineering	increase capacity at plant	50,000.00	30,000.00	Water Bonds
106	Water Projects, bond	sprayfield construction	increase capacity at plant	450,000.00	450,000.00	Water Bonds
106	Water Projects, bond	station engineering	Hodgville Lift station upgrade	40,000.00	40,000.00	Water Bonds
106	Water Projects, bond	Station upgrades/repairs	Hodgville Lift station upgrade	2,300,000.00	990,822.29	Water Bonds
106	Water Projects, bond	Hodgeville Ext ENG	SW Connection adjacent to Hodgeville Rd	50,000.00	50,000.00	Water Bonds
106	Water Projects, bond	Hodgeville Ext CONST	SW Connection adjacent to Hodgeville Rd	450,000.00	450,000.00	Water Bonds
106	Water Projects, bond	Looping Ext ENG	Improve water quality	60,000.00	60,000.00	Water Bonds
106	Water Projects, bond	WWTP Repairs and upgrades		-	200,000.00	Water Bonds
106	Water Projects, bond	Booster & Tower Eng	Improve pressure	50,000.00	50,000.00	Water Bonds
111	County Manager	Vehicles	Fleet recommendation (2)	-	43,980.00	General Fund
136	Information Technology	Computers, serviers, other equip		107,515.00	107,515.00	General Fund
225	GIS	Drone	map drainage network and code enforcement	3,000.00	-	
272	Development Services	Fleet vehicle	Fleet recommendation (1)	-	21,990.00	Development Services
272	Development Services	Vehicle	Fleet recommendation (1)	30,000.00	27,735.00	Development Services
272	Development Services	Vehicle	no current vehicle for Building Inspector	30,000.00	-	

Dept #	Name	Description	Reason for Need	Original Request	Admin. Recommend.	Funding Source
335	TSPLOST	Effingham Parkway	Let of project	1,562,610.00	5,000,000.00	TSPLOST
335	TSPLOST	Abercorn Landing Rd.		125,000.00	125,000.00	TSPLOST
335	TSPLOST	Archer Rd		533,850.00	533,850.00	TSPLOST
335	TSPLOST	Beecher Rd		257,250.00	257,250.00	TSPLOST
335	TSPLOST	Bethany Rd (Dist3)		677,920.00	677,920.00	TSPLOST
335	TSPLOST	Bethany Rd (dist4)		388,960.00	388,960.00	TSPLOST
335	TSPLOST	Bird Rd		526,500.00	526,500.00	TSPLOST
335	TSPLOST	Blue Jay Rd @ McCall	Blue Jay Road @ McCall Turn Lanes and Intersection Modifications	1,644,600.00	1,644,600.00	TSPLOST
335	TSPLOST	Blue Jay Rd@Mccall turn lanes/intersection modifications (Construction only)		1,644,600.00	1,644,600.00	TSPLOST
335	TSPLOST	Blue Jay Turn Lanes		40,000.00	40,000.00	TSPLOST
335	TSPLOST	Clark Rd		480,650.00	480,650.00	TSPLOST
335	TSPLOST	Corinth Church Rd		1,611,140.00	1,611,140.00	TSPLOST
335	TSPLOST	Courthouse & Midland Intersection		20,000.00	20,000.00	TSPLOST
335	TSPLOST	Courthouse between SR17 and Midland		60,000.00	60,000.00	TSPLOST
335	TSPLOST	Courthouse Rd @ McCall Realignment	Courthouse Road @ McCall Realignment of Intersection Design TBD	45,000.00	45,000.00	TSPLOST
335	TSPLOST	Courthouse Rd ext from Sr17 to midland		450,850.00	450,850.00	TSPLOST
335	TSPLOST	Edgewood Road		187,000.00	187,000.00	TSPLOST
335	TSPLOST	Floyd Ave		608,125.00	608,125.00	TSPLOST
335	TSPLOST	George Road		151,000.00	151,000.00	TSPLOST
335	TSPLOST	Goshen Widening	Goshen Road Widening from SR21 to Hodgeville Road	400,000.00	400,000.00	TSPLOST
335	TSPLOST	Harley Rd		111,148.00	111,148.00	TSPLOST
335	TSPLOST	Hodgeville @ Blue Jay Turn Lanes		125,000.00	125,000.00	TSPLOST
335	TSPLOST	Hodgeville @ Goshen Turn Lanes		60,000.00	60,000.00	TSPLOST
335	TSPLOST	Hodgeville @ Kolic Helmey Turn Lanes		125,000.00	125,000.00	TSPLOST
335	TSPLOST	Kelly Rd		86,803.50	86,803.50	TSPLOST
335	TSPLOST	Kolic Helmey @ School		50,000.00	50,000.00	TSPLOST
335	TSPLOST	Long Pond		182,700.00	182,700.00	TSPLOST
335	TSPLOST	McCall Rd @ Little McCall Turn Lanes		30,000.00	30,000.00	TSPLOST
335	TSPLOST	Midland Rd @ Hwy 30		40,000.00	40,000.00	TSPLOST
335	TSPLOST	Mill Pond		493,400.00	493,400.00	TSPLOST
335	TSPLOST	Mount Pleasant Rd		332,728.50	332,728.50	TSPLOST
335	TSPLOST	Old Augusta Rd		750,550.00	750,550.00	TSPLOST
335	TSPLOST	Old Augusta Road (North)		750,550.00	750,550.00	TSPLOST
335	TSPLOST	Old Augusta Road (South)		565,000.00	565,000.00	TSPLOST
335	TSPLOST	Old Dixie Hwy S		518,650.00	518,650.00	TSPLOST
335	TSPLOST	Old River Rd & Hwy 80		130,000.00	130,000.00	TSPLOST
335	TSPLOST	Railroad Ave (Clyo)		310,880.00	310,880.00	TSPLOST
335	TSPLOST	Red Maple Dr		80,000.00	80,000.00	TSPLOST
335	TSPLOST	Reiser Rd		285,000.00	285,000.00	TSPLOST
335	TSPLOST	Right of Way Drainage Improvements		10,000.00	10,000.00	TSPLOST
335	TSPLOST	Robin Rd		68,953.00	68,953.00	TSPLOST
335	TSPLOST	Scuffletown Rd		182,700.00	182,700.00	TSPLOST
335	TSPLOST	Timbergate (Ln., Trail, & Drive)		250,000.00	250,000.00	TSPLOST
335	TSPLOST	Waldhour Rd		217,000.00	217,000.00	TSPLOST
335	TSPLOST	Whitaker Rd		471,730.00	471,730.00	TSPLOST
335	TSPLOST	Zettler Loop Rd		172,228.50	172,228.50	TSPLOST
total				60,630,237.22	52,107,766.39	

Dept #	Name	Description	Reason for Need	Original Request	Admin. Recommend.	Funding Source
			Solicitor's Office	-	21,990.00	
			Clerk of Courts	36,000.00	-	
			Court Services	-	250,000.00	
			Elections	250,000.00	-	
			Magistrate Court	25,000.00	43,980.00	
			County Commissioners	10,000.00	75,513.00	
			Tax Assessors	-	27,735.00	
			Tax Commissioner	40,000.00	40,000.00	
			Human Resources	36,200.00	1,200.00	
			Prison	58,000.00	218,051.00	
			Sheriff's Office	847,485.00	2,180,099.00	
			Jail	155,206.72	-	
			EMS	1,619,250.00	1,117,240.00	
			EEMA	28,000.00	56,389.60	
			Facilities Maintenance	539,000.00	382,748.00	
			Animal Shelter	29,000.00	51,232.00	
			Public Works	3,835,375.00	3,491,368.00	
			Extension Office	-	25,210.00	
			Recreation & Sports Management	1,042,000.00	766,630.00	
			Parks & Landscapes	340,500.00	223,457.00	
			E911	160,500.00	160,500.00	
			SPLOST Roads	4,000,000.00	1,341,610.00	
			TSPLOST	17,815,076.50	21,252,466.50	
			SPLOST Drainage	1,039,000.00	2,039,000.00	
			Fire & Rescue	1,613,500.00	1,799,112.00	
			Coroner	161,200.00	40,921.00	
			Fleet Maintenance	-	31,640.00	
			WWTP	5,841,000.00	3,212,432.00	
			Water & Sewer	9,322,700.00	3,785,200.00	
			Water Projects Bond	11,615,729.00	9,270,822.29	
			County Manager	-	43,980.00	
			Information Technology	107,515.00	107,515.00	
			Geographic Information Systems	3,000.00	-	
			Development Services	60,000.00	49,725.00	
				60,630,237.22	52,107,766.39	
			Approved in General Fund		3,628,443.60	
			Approved in Special Tax District		584,980.00	
			Approved in Fire Fund		1,816,112.00	
			Approved in SPLOST		16,837,085.00	
			Approved in WWTP		212,432.00	
			Approved in Water & Sewer		3,785,200.00	
			Approved in Development Services		49,725.00	
			Approved in E911		10,500.00	
			Approved in Water Project Bond fund		3,770,822.29	
			Approved in Stormwater		160,000.00	
			Approved in TSPLOST		21,252,466.50	
				-	52,107,766.39	

FISCAL YEAR 2019/2020/2021/2022 GENERAL FUND DEPARTMENT TOTALS

Dept. #	General Fund	Budget FY 2019	Budget FY 2020	Budget FY 2021	Budget FY 2022	Net Change	% Change
002	District Attorney's Office	389,361	444,749	409,000	428,716	19,716	4.8%
003	Solicitor	267,251	303,288	310,542	387,113	76,571	24.7%
004	Probate Court	346,652	381,224	382,914	491,420	108,505	28.3%
005	Superior Court Clerk	650,578	653,336	661,186	733,535	72,349	10.9%
006	State Court	415,545	313,655	327,099	330,502	3,402	1.0%
007	Court Services	522,422	518,822	535,422	823,237	287,815	53.8%
008	Board of Elections	313,762	482,018	373,838	535,451	161,614	43.2%
009	Juvenile Court	-	-	181,780	212,648	30,868	17.0%
010	Magistrate Court	422,415	438,918	487,985	644,234	156,249	32.0%
011	County Commissioners	896,191	879,130	1,037,873	676,461	(361,412)	-34.8%
012	Tax Assessors	851,240	904,772	906,242	1,062,199	155,957	17.2%
013	Tax Commissioner	825,609	867,898	837,522	999,286	161,765	19.3%
014	Human Resources	276,468	407,657	424,173	530,346	106,174	25.0%
015	Finance	1,594,396	819,582	715,968	787,626	71,659	10.0%
016	Prison	2,631,611	2,833,072	2,735,306	3,422,232	686,926	25.1%
017	Sheriff's Office	6,523,253	7,331,104	7,626,677	11,213,527	3,586,850	47.0%
018	Sheriff's Office - Jail	3,254,931	3,569,018	3,715,862	4,312,540	596,678	16.1%
019	Emergency Medical Services	2,962,334	3,232,338	3,057,408	3,730,180	672,771	22.0%
020	Emergency Management Agency	41,550	38,025	276,839	385,631	108,791	39.3%
021	Facilities Maintenance	923,694	1,002,598	1,948,931	1,494,264	(454,667)	-23.3%
022	Animal Shelter	203,626	200,883	254,731	315,654	60,923	23.9%
026	Georgia DFACS	66,000	66,000	66,480	71,780	5,300	8.0%
028	UGA Extension Office	177,527	218,719	205,118	214,589	9,471	4.6%
032	Senior Citizen Congregate Meals	177,565	185,131	196,339	204,869	8,530	4.3%
033	Senior Citizen Home Delivered Meals	79,000	87,150	90,150	135,500	45,350	50.3%
040	Family Connection	50,500	50,000	48,000	50,000	2,000	4.2%
051	Other Agencies	1,717,559	1,141,320	1,108,392	1,468,307	359,915	32.5%
053	Probation	250,722	269,600	273,852	280,309	6,457	2.4%
058	Coroner	68,271	68,970	71,753	119,882	48,129	67.1%
060	Fleet Maintenance	360,900	372,600	317,620	351,525	33,905	10.7%
062	Inmate Medical	410,000	410,000	410,000	628,356	218,356	53.3%
070	Board of Equalization	15,878	16,416	16,402	10,000	(6,402)	-39.0%
111	County Manager	-	-	-	740,639	740,639	0.0%
117	Sheriff's Office - School Officers	477,897	559,993	561,855	627,802	65,946	11.7%
136	Information Technology	532,571	703,273	842,815	801,560	(41,255)	-4.9%
225	Geographic Information Systems	-	-	-	388,537	388,537	0.0%
	Transfer to Landfill	66,000	66,000	64,100	65,490	1,390	2.2%
	Transfer to E911	90,627	23,207	-	-	-	0.0%
	Transfer to Special Tax District	-	150,469	-	906,000	906,000	0.0%
		\$ 28,853,906	\$ 30,010,935	\$ 31,480,175	\$ 40,581,948	\$ 9,101,773	28.9%

FISCAL YEAR 2019/2020/2021/2022 GENERAL FUND PERSONNEL TOTALS

Dept. #	General Fund	Budget FY 2019	Budget FY 2020	Budget FY 2021	Budget FY 2022	Net Change	% Change
002	District Attorney's Office	-	-	-	-	-	0.0%
003	Solicitor	255,801	291,228	298,882	348,879	49,997	16.7%
004	Probate Court	308,902	340,774	348,014	451,020	103,005	29.6%
005	Superior Court Clerk	556,478	576,686	590,636	614,655	24,019	4.1%
006	State Court	214,295	225,905	239,909	242,622	2,712	1.1%
007	Court Services	-	-	-	-	-	0.0%
008	Board of Elections	244,012	316,008	317,603	412,048	94,446	29.7%
009	Juvenile Court	-	-	113,080	129,224	16,144	14.3%
010	Magistrate Court	372,615	398,518	449,785	550,566	100,781	22.4%
011	County Commissioners	559,728	577,730	676,557	472,344	(204,213)	-30.2%
012	Tax Assessors	700,840	723,833	730,245	802,942	72,697	10.0%
013	Tax Commissioner	697,184	740,548	705,072	811,016	105,945	15.0%
014	Human Resources	237,718	256,882	290,173	323,204	33,032	11.4%
015	Finance	626,096	620,182	534,468	609,706	75,239	14.1%
016	Prison	1,907,371	1,943,982	1,908,626	2,291,958	383,332	20.1%
017	Sheriff's Office	5,733,540	6,488,904	6,688,827	7,543,284	854,457	12.8%
018	Sheriff's Office - Jail	2,851,831	3,076,218	3,151,862	3,719,725	567,863	18.0%
019	Emergency Medical Services	2,598,884	2,736,657	2,729,878	3,289,981	560,103	20.5%
020	Emergency Management Agency	-	-	70,214	77,953	7,738	11.0%
021	Facilities Maintenance	347,059	356,498	375,631	449,329	73,698	19.6%
022	Animal Shelter	109,226	118,283	136,261	143,016	6,754	5.0%
026	Georgia DFACS	-	-	-	-	-	0.0%
028	UGA Extension Office	143,627	156,919	142,268	146,682	4,413	3.1%
032	Senior Citizen Congregate Meals	111,415	114,731	119,119	126,979	7,860	6.6%
033	Senior Citizen Home Delivered Meals	-	-	-	-	-	0.0%
040	Family Connection	-	-	-	-	-	0.0%
051	Other Agencies	-	-	-	-	-	0.0%
053	Probation	233,352	248,930	252,912	257,734	4,822	1.9%
058	Coroner	6,721	7,720	8,953	10,785	1,831	20.5%
060	Fleet Maintenance	-	-	-	-	-	0.0%
062	Inmate Medical	-	-	-	-	-	0.0%
070	Board of Equalization	7,378	7,516	7,352	-	(7,352)	-100.0%
111	County Manager	-	-	-	445,631	-	0.0%
117	Sheriff's Office - School Officers	462,147	541,793	540,205	597,302	57,096	10.6%
136	Information Technology	310,821	383,873	472,138	533,655	61,517	13.0%
225	Geographic Information Systems	-	-	-	155,276	155,276	0.0%
		\$ 19,597,041	\$ 21,250,318	\$ 21,898,672	\$ 25,557,516	\$ 3,213,213	16.7%

002 - District Attorney's Office - Appropriations

New Business 01
June 15, 2021

hL Account	hL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
100-2200-002-52-1205	BUDHET REQUEST - D.A.	389,361	409,000	409,000	204,500	428,716	428,716
Total Services		389,361	409,000	409,000	204,500	428,716	428,716
		-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-
		-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		389,361	409,000	409,000	204,500	428,716	428,716

002 - District Attorney's Office - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	267,621
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	97,643
	OTHER GENERAL REVENUES	-	-	-	-	-	63,453
	COMBINED REVENUES PRIOR YEAR	389,361	409,000	409,000	204,500	-	-
Total Revenues		389,361	409,000	409,000	204,500	-	428,716
Net Surplus/(Deficit)		-	-	-	-	-	(0)

002 - District Attorney's Office - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

003 - Solicitor - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2301-003-51-1100	SALARIES	206,122	222,794	226,357	113,582	229,872	265,872
100-2301-003-51-1101	RAISES	-	-	-	-	-	-
100-2301-003-51-1300	OVERTIME	4,467	3,664	-	2,734	-	-
100-2301-003-51-2101	MEDICAL/LIFE INSURANCE	1,004	1,221	1,300	750	1,300	1,300
100-2301-003-51-2102	HEALTH INSURANCE	25,825	32,990	39,371	17,472	46,575	46,575
100-2301-003-51-2200	PAYROLL TAXES	15,956	16,666	17,316	8,730	17,585	20,339
100-2301-003-51-2401	RETIREMENT	12,097	11,653	13,581	6,476	13,792	13,792
100-2301-003-51-2600	UNEMPLOYMENT	81	70	141	-	141	176
100-2301-003-51-2700	WORKMENS COMPENSATION	859	869	815	419	713	824
Total Personnel		266,412	289,928	298,882	150,164	309,978	348,879
100-2301-003-52-2321	OPERATING LEASES/RENTAL COPIER	2,171	1,743	1,800	1,077	2,200	2,200
100-2301-003-52-3103	PROF/GEN/LAW LIAB\INS	2,718	2,211	2,200	1,787	2,200	1,800
100-2301-003-52-3201	TELEPHONE	1,314	1,198	1,200	673	1,300	1,300
100-2301-003-52-3701	PER DIEM & TRAVEL	2,845	1,783	3,000	286	3,000	3,000
100-2301-003-52-3705	MEMBERSHIP DUES	836	554	360	(125)	360	360
Total Services		9,884	7,488	8,560	3,697	9,060	8,660
100-2301-003-53-1101	OFFICE SUPPLIES	2,542	4,423	3,000	1,012	3,000	3,000
100-2301-003-53-1104	POSTAGE	50	-	100	99	200	200
Total Supplies		2,592	4,423	3,100	1,111	3,200	3,200
100-2301-003-54-2201	AUTOS & TRUCKS	-	-	-	-	-	21,990
Total Capital		-	-	-	-	-	21,990
100-2301-003-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	4,384
100-2301-003-58-2200	CAPITAL LEASE INTEREST	-	-	-	-	-	-
Total Other		-	-	-	-	-	4,384
Total Appropriations		278,889	301,839	310,542	154,972	322,238	387,113

003 - Solicitor - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	239,965
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	87,552
	OTHER GENERAL REVENUES	-	-	-	-	-	56,895
	COMBINED REVENUES PRIOR YEAR	276,120	298,410	308,142	153,238	-	-
100-33-4133	INDIGENT DEFENSE	2,769	3,429	2,400	1,734	-	2,700
Total Revenues		278,889	301,839	310,542	154,972	-	387,113
Net Surplus/(Deficit)		-	-	-	-	-	0

003 - Solicitor - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
SOLICITOR	1				1
STATE COURT INVESTIGATOR			1		1
CHIEF COURT ADMINISTRATOR			1		1
PART TIME SOLICITOR				1	1
OFFICE ASSISTANT			1		1
Total Personnel	1	0	3	1	5

004 - Probate Court - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2450-004-51-1100	SALARIES	239,359	241,550	257,183	125,259	283,906	291,838
100-2450-004-51-1101	RAISES	-	-	-	-	-	-
100-2450-004-51-1300	OVERTIME	349	445	-	103	-	-
100-2450-004-51-2101	MEDICAL/LIFE INSURANCE	1,351	1,524	1,625	866	2,275	2,275
100-2450-004-51-2102	HEALTH INSURANCE	37,082	45,115	55,542	25,379	115,921	115,921
100-2450-004-51-2200	PAYROLL TAXES	17,961	17,815	19,674	9,443	21,719	22,326
100-2450-004-51-2401	RETIREMENT	10,347	10,924	12,783	5,744	17,034	17,510
100-2450-004-51-2600	UNEMPLOYMENT	204	215	281	37	246	246
100-2450-004-51-2700	WORKMEN'S COMPENSATION	966	930	926	452	880	905
Total Personnel		307,619	318,518	348,014	167,284	441,981	451,020
100-1400-004-52-3615	ELECTION FEES	-	-	-	-	-	-
100-2450-004-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	150	1,000	-	1,000	1,000
100-2450-004-52-1303	COMPUTER SERVICES	60	-	-	-	-	-
100-2450-004-52-2321	OPERATING LEASES/RENTAL COPIER	3,294	3,348	3,200	1,875	3,700	3,700
100-2450-004-52-2321-1	OPERATING LEASES/RENTAL OTHER	-	-	-	-	-	-
100-2450-004-52-3103	PROF/GEN/LAW LIAB\INSURAN	1,908	2,090	2,100	2,090	2,100	2,100
100-2450-004-52-3201	TELEPHONE	1,769	1,654	1,580	789	1,580	1,580
100-2450-004-52-3701	PER DIEM & TRAVEL	284	363	620	18	620	620
100-2450-004-52-3702	TRAINING SCHOOLS & SEMINA	1,167	410	2,000	350	2,000	2,000
100-2450-004-52-3705	MEMBERSHIP DUES	481	500	400	260	400	400
100-2450-004-52-3801	GUN PERMIT FEES	12,177	10,894	13,000	9,723	15,000	15,000
100-2450-004-52-3901	MEDICAL	-	-	-	200	-	-
Total Services		21,140	19,410	23,900	15,307	26,400	26,400
100-1400-004-53-1270	GAS & DIESEL FUEL	17	-	-	-	-	-
100-2450-004-53-1101	OFFICE SUPPLIES	10,245	9,206	8,000	5,554	10,000	10,000
100-2450-004-53-1104	POSTAGE	4,332	4,124	3,000	2,516	4,000	4,000
100-2450-004-53-1117	COMPUTER EQUIPMENT	-	-	-	-	-	-
Total Supplies		14,595	13,330	11,000	8,069	14,000	14,000
100-2450-004-54-2502	OTHER EQUIPMENT	-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		343,354	351,258	382,914	190,660	482,381	491,420

004 - Probate Court - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	185,036
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	67,511
	OTHER GENERAL REVENUES	-	-	-	-	-	43,872
	COMBINED REVENUES PRIOR YEAR	145,860	167,494	182,914	108,048	-	-
100-35-1150	PROBATE JUDGE	197,494	183,764	200,000	82,612	-	195,000
Total Revenues		343,354	351,258	382,914	190,660	-	491,420
Net Surplus/(Deficit)		-	-	-	-	-	0

004 - Probate Court - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
PROBATE JUDGE	1				1
DEPUTY CLERK			2		2
OFFICE ASSISTANT II			3		3
CHIEF DEPUTY CLERK		1			1
Total Personnel	1	1	5	0	7

005 - Superior Court Clerk - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2150-005-51-1100	SALARIES	402,765	406,018	409,366	177,244	416,247	423,278
100-2150-005-51-1101	RAISES	-	-	-	-	-	-
100-2150-005-51-1300	OVERTIME	841	217	-	5,002	-	-
100-2150-005-51-2101	MEDICAL/LIFE INSURANCE	2,115	2,615	2,925	1,459	3,250	3,250
100-2150-005-51-2102	HEALTH INSURANCE	84,450	103,931	120,202	44,378	131,646	131,646
100-2150-005-51-2200	PAYROLL TAXES	28,071	27,956	31,317	13,307	31,843	32,381
100-2150-005-51-2401	RETIREMENT	20,551	22,075	24,562	6,241	21,593	21,896
100-2150-005-51-2600	UNEMPLOYMENT	307	283	316	98	422	422
100-2150-005-51-2700	WORKMEN'S COMPENSATION	2,058	2,021	1,948	905	1,761	1,783
Total Personnel		541,158	565,117	590,636	248,635	606,762	614,655
100-2150-005-52-1303	COMPUTER SERVICES	14	-	300	-	900	900
100-2150-005-52-1304	REALESTATE INDEXING RECORDS	16,544	12,376	-	-	54,000	-
100-2150-005-52-2208	COMPUTER MAINT. AGREEMNTS	19,575	28,236	40,000	15,350	72,000	72,000
100-2150-005-52-2321	OPERATING LEASES/RENTAL COPIER	6,578	6,128	5,000	2,842	5,000	5,700
100-2150-005-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	-	-	-	880
100-2150-005-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,437	3,538	3,550	3,538	3,550	3,550
100-2150-005-52-3201	TELEPHONE	3,371	4,091	3,300	2,200	5,000	4,400
100-2150-005-52-3500	AUTO ALLOWANCE	-	-	-	-	8,500	-
100-2150-005-52-3701	PER DIEM & TRAVEL	1,333	115	1,400	785	5,000	5,000
100-2150-005-52-3702	TRAINING SCHOOLS & SEMINA	762	1,593	1,500	500	5,000	5,000
100-2150-005-52-3705	MEMBERSHIP DUES	500	500	500	400	2,000	2,000
100-2150-005-52-3912	DOCUMENT SHREDDING	-	-	-	419	1,450	1,450
Total Services		52,114	56,577	55,550	26,033	162,400	100,880
100-2150-005-53-1101	OFFICE SUPPLIES	18,266	19,656	15,000	14,238	15,000	15,000
100-2150-005-53-1104	POSTAGE	-	1,062	-	1,307	1,500	1,500
100-2150-005-53-1117	COMPUTERS	-	34	-	-	500	500
100-2150-005-53-1270	GAS & DIESEL FUEL	-	-	-	-	-	1,000
Total Supplies		18,266	20,751	15,000	15,545	17,000	18,000
100-2150-005-54-2201	AUTOS & TRUCKS	-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		611,537	642,445	661,186	290,212	786,162	733,535

005 - Superior Court Clerk - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	31,546
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	11,510
	OTHER GENERAL REVENUES	-	-	-	-	-	7,479
	COMBINED REVENUES PRIOR YEAR	75,634	(191,557)	29,186	(188,070)	-	-
100-34-1200	RECORDING	291,733	433,391	330,000	270,223	-	353,000
100-34-1400	COPIES	-	-	-	-	-	-
100-35-1110	SUPERIOR COURT FINES	244,170	400,612	302,000	208,060	-	330,000
Total Revenues		611,537	642,445	661,186	290,212	-	733,535
Net Surplus/(Deficit)		-	-	-	-	-	0

005 - Superior Court Clerk - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
CLERK OF COURTS	1				1
DEPUTY CLERK			8	1	9
SENIOR DEPUTY CLERK			1		1
ADMINISTRATIVE ASSISTANT				1	1
Total Personnel	1	0	9	2	12

006 - State Court - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2300-006-51-1100	SALARIES	163,082	173,386	179,464	88,067	181,192	183,460
100-2300-006-51-1101	RAISES	-	-	-	-	-	-
100-2300-006-51-2101	MEDICAL/LIFE INSURANCE	733	739	650	407	650	650
100-2300-006-51-2102	HEALTH INSURANCE	25,901	30,596	34,582	15,423	32,830	32,830
100-2300-006-51-2200	PAYROLL TAXES	11,719	12,367	13,729	6,339	13,861	14,035
100-2300-006-51-2401	RETIREMENT	9,782	10,403	10,768	5,284	10,872	11,008
100-2300-006-51-2600	UNEMPLOYMENT	27	35	70	-	70	70
100-2300-006-51-2700	WORKMEN'S COMPENSATION	664	665	646	317	562	569
Total Personnel		211,906	228,192	239,909	115,835	240,037	242,622
100-2300-006-52-1101	CONSULTANT	-	258	-	55	-	-
100-2300-006-52-1203	PUBLIC DEFENDERS	199	975	2,000	-	2,000	2,000
100-2300-006-52-1203-1	PUBLIC DEFENDER CONTRACT	45,000	46,800	46,800	23,400	46,800	46,800
100-2300-006-52-2208	COMPUTER MAINT. AGREEMENTS	42,000	4,200	-	-	-	-
100-2300-006-52-2321	OPERATING LEASES/RENTAL COPIER	-	180	-	270	-	540
100-2300-006-52-3103	PROF/GEN/LAW LIAB\INSURAN	1,324	1,386	1,390	1,386	1,390	1,390
100-2300-006-52-3201	TELEPHONE	1,616	1,198	1,200	673	1,200	1,350
100-2300-006-52-3602	JURY FEES	2,724	2,093	3,000	-	3,000	3,000
100-2300-006-52-3603	RECORDERS FEES	31,081	24,097	27,000	11,230	27,000	27,000
100-2300-006-52-3604	COURT WITNESS FEES	-	-	300	-	300	300
100-2300-006-52-3701	PER DIEM & TRAVEL	1,761	403	1,500	-	1,500	1,500
100-2300-006-52-3702	TRAINING SCHOOLS & SEMINA	384	-	500	-	500	500
100-2300-006-52-3605	INTERPRETERS	-	450	1,000	-	1,000	1,000
100-2300-006-52-3705	MEMBERSHIP DUES	469	849	500	250	500	500
Total Services		126,557	82,889	85,190	37,263	85,190	85,880
100-2300-006-53-1101	OFFICE SUPPLIES	2,324	1,844	2,000	858	2,000	2,000
Total Supplies		2,324	1,844	2,000	858	2,000	2,000
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		340,787	312,925	327,099	153,957	327,227	330,502

006 - State Court - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(190,542)	(74,732)	-	(12,906)	-	-
100-35-1120	STATE COURT FINES	531,328	387,656	327,099	166,862	-	330,502
Total Revenues		340,787	312,925	327,099	153,957	-	330,502
Net Surplus/(Deficit)		-	-	-	-	-	0

006 - State Court - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
STATE COURT JUDGE	1				1
STATE COURT ADMINISTRATOR		1			1
Total Personnel	1	1	0	0	2

007 - Court Services - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2150-007-51-1100	SALARIES	(482)	-	-	-	-	-
100-2150-007-51-1213	OGEECHEE JC DRUG COURT GRANT	-	-	-	-	-	-
100-2150-007-51-1300	OVERTIME	(1)	-	-	-	-	-
100-2150-007-51-2101	MEDICAL/LIFE INSURANCE	61	-	-	-	-	-
100-2150-007-51-2102	HEALTH INSURANCE	-	-	-	-	-	-
100-2150-007-51-2200	PAYROLL TAXES	(35)	-	-	-	-	-
100-2150-007-51-2401	RETIREMENT	(21)	-	-	-	-	-
100-2150-007-51-2600	UNEMPLOYMENT	(0)	-	-	-	-	-
100-2150-007-51-2700	WORKMEN'S COMPENSATION	(10)	-	-	-	-	-
Total Personnel		(487)	-	-	-	-	-
100-2150-007-52-1203	PUBLIC DEFENDERS	71,932	145,225	70,000	13,311	54,000	54,000
100-2150-007-52-1203-1	PUBLIC DEFENDER CONTRACT	201,926	200,752	218,160	109,566	301,443	260,288
100-2150-007-52-1204	Cont.Agreement For serv-BUDGET	142,962	142,962	142,962	71,481	142,962	142,962
100-2150-007-52-3201	TELEPHONE	1,319	2,169	1,300	2,130	4,400	4,260
100-2150-007-52-3602	JURY FEES	31,126	22,644	25,000	4,218	29,200	25,000
100-2150-007-52-3604	COURT WITNESS FEES	980	773	1,000	-	1,000	1,000
100-2150-007-52-3605	Juvenile Court expenses	2,289	352	-	-	-	-
100-2150-007-52-3606	OGEECHEE JC DRUG COURT GRANT	8,834	13,077	8,500	-	17,227	17,227
100-2150-007-52-3613	BUDGET REQUEST-COURT RECD	67,575	68,582	68,500	30,222	68,500	68,500
Total Services		528,943	596,536	535,422	230,928	618,732	573,237
100-2150-007-53-1104	POSTAGE	-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-
100-2150-007-54-2501	OFFICE EQUIPMENT	-	-	-	-	-	250,000
Total Capital		-	-	-	-	-	250,000
Total Other		-	-	-	-	-	-
Total Appropriations		528,456	596,536	535,422	230,928	618,732	823,237

007 - Court Services - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	513,896
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	187,497
	OTHER GENERAL REVENUES	-	-	-	-	-	121,844
	COMBINED REVENUES PRIOR YEAR	528,456	596,536	535,422	230,928	-	-
100-35-1145	PUBLIC DEFENDER'S OFFICE	-	-	-	-	-	-
Total Revenues		528,456	596,536	535,422	230,928	-	823,237
Net Surplus/(Deficit)		-	-	-	-	-	-

007 - Court Services - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

008 - Board of Elections - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1410-008-51-1100	SALARIES	175,227	187,314	234,644	150,397	255,327	289,762
100-1410-008-51-1100-2	SALARIES POLL WORKERS	(4,486)	-	-	-	-	-
100-1410-008-51-1101	RAISES	-	-	-	-	-	-
100-1410-008-51-1300	OVERTIME	6,032	6,206	10,155	5,161	10,155	10,155
100-1410-008-51-2101	MEDICAL/LIFE INSURANCE	709	960	975	591	1,300	1,300
100-1410-008-51-2102	HEALTH INSURANCE	25,988	34,964	44,420	20,313	75,221	75,221
100-1410-008-51-2200	PAYROLL TAXES	9,085	12,760	18,727	10,152	20,309	22,944
100-1410-008-51-2401	RETIREMENT	5,348	5,593	7,378	3,256	9,402	11,280
100-1410-008-51-2600	UNEMPLOYMENT	424	374	422	315	457	457
100-1410-008-51-2700	WORKMEN'S COMPENSATION	739	730	881	566	823	930
100-1410-008-51-2700-2	WORKMENS COMP - POLL WORKERS	(26)	-	-	-	-	-
Total Personnel		219,040	248,901	317,603	190,751	372,994	412,048
100-1410-008-52-1302	ELECTION FEES	12,433	18,822	15,000	11,301	21,170	21,170
100-1410-008-52-2201	R&M FIRST SERV VECH MAINT	-	-	-	105	-	200
100-1410-008-52-2202	R & M - GENERAL(BUILDING)	-	734	5,000	777	5,000	5,000
100-1410-008-52-2208	COMPUTER MAINT. AGREEMENTS	19,525	11,743	1,200	750	32,359	32,359
100-1410-008-52-2321	OPERATING LEASES/RENTAL COPIER	2,085	1,893	1,800	982	2,000	2,000
100-1410-008-52-3101	PROPERTY INSURANCE	559	742	1,500	742	1,500	800
100-1410-008-52-3102	AUTO,TRK,EQ - INSURANCE	-	756	760	756	900	880
100-1410-008-52-3103	PROF/GEN/LAW LIAB\INSURAN	1,507	1,939	1,950	1,939	1,950	1,950
100-1410-008-52-3104	PROPERTY INSURANCE - VOTING MA	275	208	275	208	210	210
100-1410-008-52-3201	TELEPHONE	785	1,198	1,600	673	1,600	1,600
100-1410-008-52-3301	ADVERTISEMENT	1,365	1,343	1,500	604	1,500	1,500
100-1410-008-52-3701	PER DIEM & TRAVEL	1,490	1,586	2,200	-	2,220	2,220
100-1410-008-52-3702	TRAINING SCHOOLS & SEMINARS	-	-	-	-	6,540	8,760
100-1410-008-52-3705	MEMBERSHIP DUES	335	360	-	-	720	720
Total Services		40,359	41,324	32,785	18,836	77,669	79,369
100-1410-008-53-1101	OFFICE SUPPLIES	4,234	6,090	4,000	2,203	5,312	5,312
100-1410-008-53-1104	POSTAGE	6,025	4,951	6,000	4,767	23,460	23,460
100-1410-008-53-1115	ELECTION OPERATION SUPPLY	3,122	52,278	6,700	11,140	8,512	8,512
100-1410-008-53-1210	UTILITIES	3,374	6,255	6,000	3,499	6,000	6,000
100-1410-008-53-1212-1	NATURAL GAS 403 N PINE ST	-	-	-	-	-	-
100-1410-008-53-1270	GAS & DIESEL FUEL	457	340	750	246	750	750
Total Supplies		17,212	69,913	23,450	21,856	44,034	44,034
100-1410-008-54-2501	NEW VOTING MACHINES	-	-	-	-	250,000	-
Total Capital		-	-	-	-	250,000	-
Total Other		-	-	-	-	-	-
Total Appropriations		276,611	360,138	373,838	231,443	744,697	535,451

008 - Board of Elections - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	330,629
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	120,631
	OTHER GENERAL REVENUES	-	-	-	-	-	78,392
	COMBINED REVENUES PRIOR YEAR	275,721	347,487	366,338	231,443	-	-
100-34-1910	ELECTION QUALIFYING FEE	890	12,652	7,500	-	-	5,800
Total Revenues		276,611	360,138	373,838	231,443	-	535,451
Net Surplus/(Deficit)		-	-	-	-	-	0

008 - Board of Elections - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
DIRECTOR OF ELECTIONS AND REGISTRATON		1			1
ADMINISTRATIVE ASSISTANT			1	1	2
DEPUTY REGISTRAR			1		1
ELECTION BOARD				5	5
ELECTION/REGISTRATION ASSISTANT		1			1
POLL MANAGERS				1	1
POLL WORKERS				1	1
Total Personnel	0	2	2	8	12

009 - Juvenile Court - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2600-009-51-1100	SALARIES	-	100,000	100,000	50,000	115,000	115,000
100-2600-009-51-1101	RAISES	-	-	-	-	-	-
100-2600-009-51-1300	OVERTIME	-	-	-	-	-	-
100-2600-009-51-2101	MEDICAL/LIFE INSURANCE	-	-	-	-	-	-
100-2600-009-51-2102	HEALTH INSURANCE	-	-	-	-	-	-
100-2600-009-51-2200	PAYROLL TAXES	-	7,650	7,650	3,825	8,798	8,798
100-2600-009-51-2401	RETIREMENT	-	4,167	5,000	2,500	5,000	5,000
100-2600-009-51-2600	UNEMPLOYMENT	-	124	70	-	70	70
100-2600-009-51-2700	WORKMEN'S COMPENSATION	-	385	360	180	357	357
Total Personnel		-	112,325	113,080	56,505	129,224	129,224
100-2600-009-52-1101	CONSULTANT	-	35,000	35,000	17,500	35,000	35,000
100-2600-009-52-1203	PUBLIC DEFENDERS	-	-	-	-	150,000	-
100-2600-009-52-1204	MEDIATION SERVICES	-	500	-	-	-	-
100-2600-009-52-3103	PROF/GEN/LAW LIAB\INSURAN	-	-	-	-	-	8,724
100-2600-009-52-3603	RECORDERS FEES	-	27,164	25,500	17,058	30,000	30,000
100-2600-009-52-3605	INTERPRETERS	-	942	1,000	-	500	500
100-2600-009-52-3701	PER DIEM & TRAVEL	-	2,782	5,000	678	4,000	4,000
100-2600-009-52-3702	TRAINING SCHOOLS & SEMINARS	-	1,976	1,200	-	3,000	3,000
100-2600-009-52-3705	MEMBERSHIP DUES	-	-	-	440	1,200	1,200
Total Services		-	68,364	67,700	35,676	223,700	82,424
100-2600-009-53-1101	OFFICE SUPPLIES	-	483	1,000	235	1,000	1,000
Total Supplies		-	483	1,000	235	1,000	1,000
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		-	181,172	181,780	92,416	353,924	212,648

009 - Juvenile Court - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	30,992
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	11,308
	OTHER GENERAL REVENUES	-	-	-	-	-	7,348
	COMBINED REVENUES PRIOR YEAR	(13,124)	17,862	19,780	11,147	-	-
100-33-7005	JUVENILE COURT IGA	-	147,878	150,000	75,920	-	150,000
100-35-1160	JUVENILE COURT FINES	13,124	15,433	12,000	5,349	-	13,000
Total Revenues		-	181,172	181,780	92,416	-	212,648
Net Surplus/(Deficit)		-	-	-	-	-	0

009 - Juvenile Court - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
JUVENILE COURT JUDGE				2	2
Total Personnel	0	0	0	2	2

010 - Magistrate Court - Appropriations						New Business 01 June 15, 2021	
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2400-010-51-1100	SALARIES	274,093	293,082	314,446	161,351	352,101	360,910
100-2400-010-51-1101	RAISES	-	-	-	-	-	-
100-2400-010-51-1300	OVERTIME	1,336	684	-	442	-	-
100-2400-010-51-2101	MEDICAL/LIFE INSURANCE	1,713	1,971	1,950	1,208	2,275	2,275
100-2400-010-51-2102	HEALTH INSURANCE	53,444	65,276	89,082	41,087	136,699	136,699
100-2400-010-51-2200	PAYROLL TAXES	19,872	20,563	24,055	11,542	26,936	27,610
100-2400-010-51-2401	RETIREMENT	12,921	12,757	17,058	6,656	19,438	19,877
100-2400-010-51-2600	UNEMPLOYMENT	170	228	281	-	316	316
100-2400-010-51-2700	WORKMEN'S COMPENSATION	3,828	4,135	2,914	2,566	2,853	2,880
Total Personnel		367,376	398,697	449,785	224,851	540,617	550,566
100-2400-010-52-1303	COMPUTER SERVICES	12	-	-	-	-	-
100-2400-010-52-2208	COMPUTER MAINT. AGREEMNTS	3,000	2,750	3,000	1,500	3,000	3,000
100-2400-010-52-2321	OPERATING LEASES/RENTAL COPIER	2,147	1,978	2,300	1,816	2,300	2,300
100-2400-010-52-3102	AUTO,TRK,EQ - INSURANCE	1,703	2,268	2,300	2,268	2,300	2,660
100-2400-010-52-3103	PROF/GEN/LAW LIAB\INSURAN	2,301	2,445	2,500	2,445	2,500	2,890
100-2400-010-52-3201	TELEPHONE	2,273	2,408	2,300	1,410	2,300	2,820
100-2400-010-52-3301	ADVERTISEMENT	-	-	100	-	100	100
100-2400-010-52-3701	PER DIEM & TRAVEL	1,507	2,313	2,500	-	2,500	2,500
100-2400-010-52-3705	MEMBERSHIP DUES	915	870	1,000	200	1,000	1,000
Total Services		13,858	15,032	16,000	9,639	16,000	17,270
100-2400-010-53-1101	OFFICE SUPPLIES	10,066	9,189	8,000	4,003	8,000	8,000
100-2400-010-53-1104	POSTAGE	4,784	6,174	5,200	1,775	5,200	5,200
100-2400-010-53-1270	GAS & DIESEL FUEL	5,608	3,941	5,000	1,144	5,000	6,450
100-2400-010-53-1701	UNIFORMS	3,347	4,073	4,000	888	4,000	4,000
Total Supplies		23,805	23,378	22,200	7,810	22,200	23,650
100-2400-010-54-2501	OFFICE EQUIPMENT	-	-	-	-	25,000	-
100-2400-010-54-2201	AUTOS & TRUCKS	-	-	-	-	-	43,980
Total Capital		-	-	-	-	25,000	43,980
100-2400-010-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	8,767
100-2400-010-58-2200	CAPITAL LEASE INTEREST	-	-	-	-	-	-
Total Other		-	-	-	-	-	8,767
Total Appropriations		405,038	437,106	487,985	242,300	603,817	644,234
010 - Magistrate Court - Revenues							
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	303,526
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	110,743
	OTHER GENERAL REVENUES	-	-	-	-	-	71,965
	COMBINED REVENUES PRIOR YEAR	233,464	302,600	328,985	192,714	-	-
100-35-1130	CHIEF MAGISTRATE FEES	171,575	134,506	159,000	49,587	-	158,000
Total Revenues		405,038	437,106	487,985	242,300	-	644,234
Net Surplus/(Deficit)		-	-	-	-	-	(0)
010 - Magistrate Court - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
	CHIEF MAGISTRATE JUDGE	1				1	
	CHIEF CLERK MAGISTRATE COURT			1		1	
	DEPUTY CLERK			2	1	3	
	DEPUTY SHERIFF			2		2	
	MAGISTRATE JUDGE		1		1	2	
Total Personnel		1	1	5	2	9	

011 - County Commissioners - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1130-011-51-1100	SALARIES	429,553	450,753	483,811	248,226	285,942	295,391
100-1130-011-51-1101	RAISES	-	-	-	-	-	-
100-1130-011-51-1300	OVERTIME	630	4,147	-	33	-	-
100-1130-011-51-2101	MEDICAL/LIFE INSURANCE	1,832	2,308	3,575	1,533	2,600	2,600
100-1130-011-51-2102	HEALTH INSURANCE	72,694	93,021	118,480	61,347	130,035	130,035
100-1130-011-51-2200	PAYROLL TAXES	27,775	32,716	37,012	16,413	21,875	22,597
100-1130-011-51-2401	RETIREMENT	20,332	18,944	29,029	10,303	17,157	17,723
100-1130-011-51-2600	UNEMPLOYMENT	268	229	387	4	281	281
100-1130-011-51-2700	WORKMEN'S COMPENSATION	3,376	3,784	4,265	1,938	3,688	3,717
Total Personnel		556,459	605,901	676,557	339,796	461,577	472,344
100-1130-011-52-1101	CONSULTANT	60,154	64,059	5,000	50	5,000	-
100-1130-011-52-1202	ATTORNEY & PROFESSIONAL SERVIC	57,312	53,016	100,000	23,905	100,000	-
100-1130-011-52-1303	COMPUTER SERVICES	5	-	-	-	-	-
100-1130-011-52-2208	COMPUTER MAINT. AGREEMENTS	-	-	-	-	-	15,400
100-1130-011-52-2321	OPERATING LEASES/RENTAL COPIERS	2,787	3,832	2,800	1,795	3,500	2,000
100-1130-011-52-3102	AUTO,TRUCK,EQUIPMENT INSURANCE	1,135	1,512	1,520	1,512	1,520	880
100-1130-011-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,457	3,544	3,550	3,544	3,550	1,750
100-1130-011-52-3201	TELEPHONE	206	1,454	5,150	801	8,000	4,900
100-1130-011-52-3201-1	PAGERS/CELLS/LINKS	3,968	4,563	-	3,136	-	-
100-1130-011-52-3301	ADVERTISEMENT	2,481	3,049	3,500	7,687	15,000	15,000
100-1130-011-52-3500	AUTO ALLOWANCE	600	6,600	-	3,600	7,200	-
100-1130-011-52-3701	PER DIEM & TRAVEL	3,875	10,398	25,000	48	25,000	21,429
100-1130-011-52-3701-06	CONVENTION, DUES & TRAVL-FLOYD	1,850	2,154	-	-	-	-
100-1130-011-52-3701-2	CONVENTIONS, DUES & TRAVL-R.LO	5,880	5,408	-	-	-	-
100-1130-011-52-3701-4	CONVENTIONS, DUES & TRAVL-V.JO	1,456	-	-	-	-	-
100-1130-011-52-3701-6	CONVENTIONS, DUES & TRAVL-KEIF	2,141	2,510	-	-	-	-
100-1130-011-52-3701-7	CONVENTION, DUES & TRAVL - DEL	3,696	3,831	-	-	-	-
100-1130-011-52-3701-8	CONVENTION, DUES & TRAVL-CORBI	1,128	2,831	-	-	-	-
100-1130-011-52-3701-9	CONVENTION, DUES & TRAVL-BURDE	1,454	2,110	-	-	-	-
100-1130-011-52-3702	TRAINING SCHOOLS & SEMINA	1,955	2,000	5,000	788	5,000	2,500
100-1130-011-52-3705	MEMBERSHIP DUES	2,829	475	3,000	40	3,000	3,000
100-1130-011-52-3902	CONTINGENCY	-	-	121,795	-	-	41,649
Total Services		158,368	173,346	276,315	46,906	176,770	108,508
100-1130-011-53-1101	OFFICE SUPPLIES	7,932	6,041	5,000	2,574	5,000	3,000
100-1130-011-53-1102	OPERATING SUPPLIES	-	2,275	3,000	1,239	3,000	2,000
100-1130-011-53-1270	GAS & DIESEL FUEL	619	70	1,000	137	1,000	1,000
100-1130-011-53-1301	GROCERIES	1,261	914	-	75	-	-
100-1130-011-53-1402	PRINTING & PUBLICATIONS	2,112	249	1,000	27	1,000	1,000
Total Supplies		11,925	9,548	10,000	4,052	10,000	7,000
100-1130-011-54-2201	AUTOS & TRUCKS	-	-	-	-	-	65,513
100-1130-011-54-2501	OFFICE EQUIPMENT	-	-	25,000	-	-	10,000
100-1130-011-54-2502	OTHER EQUIPMENT	-	-	50,000	-	10,000	-
Total Capital		-	-	75,000	-	10,000	75,513
100-1130-011-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	13,096
100-1130-011-58-2200	CAPITAL LEASE INTEREST	-	-	-	-	-	-
Total Other		-	-	-	-	-	13,096
Total Appropriations		726,753	788,796	1,037,873	390,755	658,347	676,461

011 - County Commissioners - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	422,273
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	154,068
	OTHER GENERAL REVENUES	-	-	-	-	-	100,120
	COMBINED REVENUES PRIOR YEAR	726,753	788,796	1,037,873	390,755	-	-
Total Revenues		726,753	788,796	1,037,873	390,755	-	676,461
Net Surplus/(Deficit)		-	-	-	-	-	0

011 - County Commissioners - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
CHAIRMAN AT LARGE	1				1
COMMISSIONER	5				5
COUNTY CLERK		1			1
DEPUTY COUNTY CLERK			1		1
Total Personnel	6	1	1	0	8

012 - Tax Assessors - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1550-012-51-1100	SALARIES	479,783	453,700	499,206	217,490	538,177	528,322
100-1550-012-51-1101	RAISES	-	-	-	-	-	-
100-1550-012-51-1300	OVERTIME	619	1,408	-	166	-	-
100-1550-012-51-2101	MEDICAL/LIFE INSURANCE	3,148	4,065	4,224	2,288	4,549	4,224
100-1550-012-51-2102	HEALTH INSURANCE	97,686	113,737	150,470	57,042	214,889	189,948
100-1550-012-51-2200	PAYROLL TAXES	34,939	32,416	38,189	15,577	41,171	40,417
100-1550-012-51-2401	RETIREMENT	22,655	22,050	29,052	10,907	31,391	30,799
100-1550-012-51-2600	UNEMPLOYMENT	485	451	633	32	668	633
100-1550-012-51-2700	WORKMEN'S COMPENSATION	8,231	9,142	8,471	4,136	8,746	8,599
Total Personnel		647,548	636,969	730,245	307,639	839,590	802,942
100-1550-012-52-1101	CONSULTANT	45,616	27,415	14,900	897	14,900	14,900
100-1550-012-52-1201	AUDITORS	16,202	28,474	50,000	8,025	62,125	62,125
100-1550-012-52-1202	ATTORNEY & PROFESSIONAL SERVIC	500	9,202	-	-	-	-
100-1550-012-52-2208	COMPUTER MAINT. AGREEMNTS	21,829	34,726	32,008	24,725	35,623	49,623
100-1550-012-52-2321	OPERATING LEASES/RENTAL COPIER	2,291	2,194	1,900	1,405	1,900	1,900
100-1550-012-52-3102	AUTO,TRK,EQ - INSURANCE	2,839	4,537	2,900	4,537	2,900	4,600
100-1550-012-52-3103	PROF/GEN/LAW LIAB\INSURAN	4,329	4,440	4,400	4,440	-	4,450
100-1550-012-52-3201	TELEPHONE	8,482	5,757	5,500	2,558	5,500	5,120
100-1550-012-52-3301	ADVERTISEMENT	39	39	39	-	39	39
100-1550-012-52-3701	PER DIEM & TRAVEL	13,435	3,816	9,900	3,070	14,211	14,211
100-1550-012-52-3702	TRAINING SCHOOLS & SEMINA	4,910	1,666	6,500	3,830	10,019	10,019
100-1550-012-52-3705	MEMBERSHIP DUES	1,040	900	1,100	990	1,180	1,180
100-1550-012-52-3916	BANK CHARGES	-	264	150	1,552	150	3,105
Total Services		121,510	123,429	129,297	56,029	148,547	171,272
100-1550-012-53-1101	OFFICE SUPPLIES	6,492	4,265	7,400	955	8,610	8,610
100-1550-012-53-1102	OPERATING SUPPLIES	-	-	-	74	-	-
100-1550-012-53-1104	POSTAGE	5,967	4,152	8,300	2,559	9,900	9,900
100-1550-012-53-1270	GAS & DIESEL FUEL	3,051	2,285	3,500	1,098	3,500	3,500
100-1550-012-53-1402	PRINTING & PUBLICATIONS	22,620	23,588	27,500	1,500	33,000	33,000
Total Supplies		38,130	34,291	46,700	6,187	55,010	55,010
100-1550-012-54-2201	AUTOS & TRUCKS	-	-	-	-	-	27,735
100-1550-012-54-2501	OFFICE EQUIPMENT	-	-	-	473	-	-
Total Capital		-	-	-	473	-	27,735
100-1550-012-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	5,240
Total Other		-	-	-	-	-	5,240
Total Appropriations		807,188	794,688	906,242	370,328	1,043,147	1,062,199

012 - Tax Assessors - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	662,878
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	241,854
	OTHER GENERAL REVENUES	-	-	-	-	-	157,167
	COMBINED REVENUES PRIOR YEAR	807,188	794,381	906,242	370,216	-	-
100-34-1100	CUVA ADMIN FEE	-	307	-	112	-	300
Total Revenues		807,188	794,688	906,242	370,328	-	1,062,199
Net Surplus/(Deficit)		-	-	-	-	-	0

012 - Tax Assessors - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
ASSESSOR BOARD				5	5
CHIEF APPRAISER		1			1
COVENANT REAL PROPERTY APPRAISER			1		1
DEPUTY CHIEF TAX APPRAISER		1			1
REAL PROPERTY APPRAISER			10		10
Total Personnel	0	2	11	5	18

013 - Tax Commissioner - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1545-013-51-1100	SALARIES	442,220	471,376	491,178	235,769	508,447	518,306
100-1545-013-51-1101	RAISES	-	-	-	-	-	-
100-1545-013-51-1300	OVERTIME	4,503	2,576	-	73	-	-
100-1545-013-51-2101	MEDICAL/LIFE INSURANCE	2,969	4,009	4,224	2,213	4,224	4,224
100-1545-013-51-2102	HEALTH INSURANCE	106,740	117,112	133,094	64,712	208,148	208,148
100-1545-013-51-2200	PAYROLL TAXES	32,313	33,394	37,575	17,112	38,896	39,650
100-1545-013-51-2401	RETIREMENT	29,249	29,873	36,774	14,887	30,507	38,623
100-1545-013-51-2600	UNEMPLOYMENT	294	450	457	56	457	457
100-1545-013-51-2700	WORKMEN'S COMPENSATION	1,832	1,812	1,768	849	1,576	1,607
Total Personnel		620,119	660,603	705,072	335,671	792,256	811,016
100-1545-013-52-1202	ATTORNEY & PROFESSTIONAL SERVI	3,481	5,200	2,000	204	17,000	17,000
100-1545-013-52-1303	COMPUTER SERVICES	-	-	-	-	-	-
100-1545-013-52-2201-2	FIRST SERVICES O/H	-	-	-	-	-	-
100-1545-013-52-2202	R&M - GENERAL(BUILDING)	234	-	-	78	-	-
100-1545-013-52-2208	COMPUTER MAINT. AGREEMNTS	20,026	20,986	22,000	3,900	22,000	22,000
100-1545-013-52-2211	COVID RELATED EXPENSES	-	660	-	-	-	-
100-1545-013-52-2321	OPERATING LEASES/RENTAL COPIER	1,904	2,111	1,800	1,311	2,600	2,600
100-1545-013-52-3102	AUTO,TRK,EQ - INSURANCE	568	756	800	756	800	880
100-1545-013-52-3103	PROF/GEN/LAW LIAB\INSURAN	4,306	4,543	4,550	4,543	4,550	4,550
100-1545-013-52-3201	TELEPHONE	2,699	2,426	2,700	1,318	2,700	2,640
100-1545-013-52-3301	ADVERTISEMENT	12,770	5,050	10,000	-	10,000	10,000
100-1545-013-52-3608	OFFICIALS ASSOC FEES	-	-	-	-	-	-
100-1545-013-52-3701	PER DIEM & TRAVEL	10,490	7,133	8,500	311	8,500	8,500
100-1545-013-52-3702	TRAINING SCHOOLS & SEMINA	2,100	-	2,000	-	2,000	2,000
100-1545-013-52-3705	MEMBERSHIP DUES	823	984	800	175	800	800
Total Services		59,400	49,848	55,150	12,596	70,950	70,970
100-1545-013-53-1101	OFFICE SUPPLIES	28,379	13,783	25,000	6,990	25,000	25,000
100-1545-013-53-1104	POSTAGE	41,998	64,850	50,000	34,664	50,000	50,000
100-1545-013-53-1117	COMPUTERS	-	-	-	-	-	-
100-1545-013-53-1270	GAS & DIESEL FUEL	184	32	300	64	300	300
100-1545-013-53-1402	PRINTING & PUBLICATIONS	-	2,622	2,000	1,513	2,000	2,000
Total Supplies		70,561	81,287	77,300	43,230	77,300	77,300
100-1545-013-54-2501	OFFICE EQUIPMENT	-	-	-	-	40,000	40,000
Total Capital		-	-	-	-	40,000	40,000
Total Other		-	-	-	-	-	-
Total Appropriations		750,080	791,738	837,522	391,497	980,506	999,286

013 - Tax Commissioner - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	26,085
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	9,517
	OTHER GENERAL REVENUES	-	-	-	-	-	6,185
	COMBINED REVENUES PRIOR YEAR	(178,164)	(276,651)	(0)	(356,203)	-	-
100-34-1600	MOTOR VEH MAILING FEES	22,734	31,064	20,000	20,092	-	25,000
100-34-1940	COMMISSION EARNED	902,007	1,031,905	817,522	727,608	-	931,000
100-36-1000	INTEREST - TAX COMM	3,503	5,420	-	-	-	1,500
Total Revenues		750,080	791,738	837,522	391,497	-	999,286
Net Surplus/(Deficit)		-	-	-	-	-	(0)

013 - Tax Commissioner - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
TAX COMMISSIONER	1				1
ACCOUNTING GENERALIST I			1		1
CHIEF DEPUTY TAX COMMISSIONER		1			1
EXECUTIVE ASSISTANT			1		1
EX-OFFICIO DEPUTY SHERIFF			1		1
MOTOR VEHICLE SUPERVISOR			1		1
OFFICE MANAGER			1		1
TAX/TAG AGENT			6		6
Total Personnel	1	1	11	0	13

014 - Human Resources - Appropriations							New Business 01 June 15, 2021
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1540-014-51-1100	SALARIES	181,144	195,851	215,315	93,622	240,042	247,612
100-1540-014-51-1101	RAISES	-	-	-	-	-	-
100-1540-014-51-1110	PERFORMANCE AWARD	14,000	14,000	-	7,500	-	-
100-1540-014-51-1300	OVERTIME	1,334	51	-	6	-	-
100-1540-014-51-2101	MEDICAL/LIFE INSURANCE	1,124	1,678	1,462	895	1,625	1,625
100-1540-014-51-2102	HEALTH INSURANCE	23,802	27,886	43,054	9,871	39,225	39,225
100-1540-014-51-2200	PAYROLL TAXES	13,730	14,491	16,472	7,102	18,363	18,942
100-1540-014-51-2401	RETIREMENT	10,641	11,785	12,919	5,231	14,402	14,857
100-1540-014-51-2600	UNEMPLOYMENT	106	141	176	35	176	176
100-1540-014-51-2700	WORKMEN'S COMPENSATION	752	751	775	338	744	768
Total Personnel		246,634	266,634	290,173	124,600	314,577	323,204
100-1540-014-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	-	-	150	1,500	1,500
100-1540-014-52-2208	COMPUTER MAINT. AGREEMNTS	-	-	-	-	-	18,000
100-1540-014-52-2321	OPERATING LEASES/RENTAL COPIERS	2,787	3,832	2,800	1,795	2,800	3,600
100-1540-014-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	-	-	-	880
100-1540-014-52-3103	PROF/GEN/LAW LIAB/INS	1,468	2,876	1,600	1,576	2,500	1,600
100-1540-014-52-3201	TELEPHONE	457	1,227	1,200	930	2,000	1,860
100-1540-014-52-3301	ADVERTISEMENT	2,385	-	1,500	-	1,500	1,500
100-1540-014-52-3601	ADMIN FEES - INSURANCE	2,178	59,241	45,000	34,751	45,000	69,502
100-1540-014-52-3602	ADMIN FEES - RETIREMENT	15,184	62,109	30,000	16,214	30,000	32,000
100-1540-014-52-3701	PER DIEM & TRAVEL	187	-	1,000	-	2,500	2,500
100-1540-014-52-3702	TRAINING SCHOOLS & SEMINARS	1,294	197	1,000	-	3,000	3,000
100-1540-014-52-3705	MEMBERSHIP DUES	189	189	200	-	800	800
100-1540-014-52-3902	PERFORMANCE BONUS PROGRAM	-	-	20,000	-	20,000	20,000
100-1540-014-52-3915	BACKGROUND CHECKS & MEDICAL	20,874	14,565	20,000	3,287	20,000	20,000
100-1540-014-52-3916	BANK CHARGES	-	72	100	-	100	100
Total Services		47,003	144,307	124,400	58,703	131,700	176,842
100-1540-014-53-1101	OFFICE SUPPLIES	12,822	4,203	5,000	2,613	7,500	8,700
100-1540-014-53-1104	POSTAGE	35	504	100	9	100	100
100-1540-014-53-1105	ACCG SAFETY GRANT	-	7,362	3,000	-	3,000	3,000
100-1540-014-53-1110	WELLNESS FAIR	(203)	105	-	-	15,000	15,000
100-1540-014-53-1270	GAS & DIESEL FUEL	-	-	-	-	300	300
100-1540-014-53-1402	PRINTING & PUBLICATIONS	3,040	-	1,500	459	2,000	2,000
Total Supplies		15,694	12,174	9,600	3,080	27,900	29,100
100-1540-014-54-2501	OFFICE EQUIPMENT	-	-	-	-	36,200	1,200
Total Capital		-	-	-	-	36,200	1,200
Total Other		-	-	-	-	-	-
Total Appropriations		309,331	423,115	424,173	186,382	510,377	530,346
014 - Human Resources - Revenues							
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	331,062
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	120,790
	OTHER GENERAL REVENUES	-	-	-	-	-	78,494
	COMBINED REVENUES PRIOR YEAR	309,331	415,752	416,873	186,382	-	-
100-33-4142	ACCG SAFETY GRANT	-	7,362	7,300	-	-	-
Total Revenues		309,331	423,115	424,173	186,382	-	530,346
Net Surplus/(Deficit)		-	-	-	-	-	(0)
014 - Human Resources - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
	HUMAN RESOURCES DIRECTOR		1				1
	ASSISTANT DIRECTOR OF HUMAN RESOURCES		1				1
	HUMAN RESOURCES GENERALIST			1			1
	OFFICE/EVENT COORDINATOR			1			1
	RISK MANAGEMENT TECHNICIAN			1			1
Total Personnel		0	2	3	0		5

015 - Finance - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1510-015-51-1100	SALARIES	383,284	436,468	383,108	179,668	416,181	422,316
100-1510-015-51-1101	RAISES	-	-	-	-	-	-
100-1510-015-51-1300	OVERTIME	7,545	3,898	-	878	-	-
100-1510-015-51-2101	MEDICAL/LIFE INSURANCE	2,196	3,309	2,600	1,637	2,925	2,925
100-1510-015-51-2102	HEALTH INSURANCE	69,103	98,334	95,170	37,421	125,571	125,571
100-1510-015-51-2200	PAYROLL TAXES	31,235	31,866	29,308	13,114	31,838	32,307
100-1510-015-51-2401	RETIREMENT	21,019	23,986	22,587	9,870	24,559	24,927
100-1510-015-51-2600	UNEMPLOYMENT	(37)	288	316	43	352	352
100-1510-015-51-2700	WORKMEN'S COMPENSATION	1,649	1,673	1,379	650	1,290	1,309
Total Personnel		515,994	599,822	534,468	243,281	602,716	609,706
100-1510-015-52-1101	CONSULTANT	-	4,738	-	-	-	5,000
100-1510-015-52-1201	AUDITORS	48,150	51,750	50,000	16,300	50,000	52,000
100-1510-015-52-1324	WELLNESS PROGRAMS	1,935	-	-	-	-	-
100-1510-015-52-2321	OPERATING LEASES/RENTAL COPIER	9,946	3,946	5,000	1,523	4,000	3,050
100-1510-015-52-3001	MISCELLANEOUS	311	397	500	-	500	500
100-1510-015-52-3101	PROPERTY INSURANCE	-	-	100	-	100	120
100-1510-015-52-3102	AUTO,TRUCK,EQUIPMENT INSURANCE	568	756	800	756	-	-
100-1510-015-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,908	3,852	4,000	3,852	4,000	4,000
100-1510-015-52-3201	TELEPHONE	30,381	15,649	16,000	7,591	16,000	16,000
100-1510-015-52-3301	ADVERTISEMENT	855	1,380	200	-	200	200
100-1510-015-52-3606	CGRDC DUES	50,541	50,541	52,000	25,271	52,000	52,000
100-1510-015-52-3611	ADMIN FEES - ACCG	43,946	-	-	-	-	-
100-1510-015-52-3612	ADMIN FEES - HA&W	2,321	-	-	-	-	-
100-1510-015-52-3613	ADMIN FEES - CAPSTONE	47,178	-	-	-	-	-
100-1510-015-52-3701	PER DIEM & TRAVEL	7,871	6,356	2,000	(146)	2,000	2,000
100-1510-015-52-3702	TRAINING SCHOOLS & SEMINA	4,446	395	1,500	158	1,500	1,500
100-1510-015-52-3704	TOURISM	50	-	-	-	-	-
100-1510-015-52-3705	MEMBERSHIP DUES	3,495	5,851	9,500	4,515	9,000	9,000
100-1510-015-52-3850	CONTRACT LABOR	13,675	-	10,000	-	10,000	-
100-1510-015-52-3901	MEDICAL	482	-	-	-	-	-
100-1510-015-52-3916	BANK CHARGES	4,058	3,937	5,000	805	5,000	5,000
100-1510-015-52-4000	RETURNED CHECK EXPENSE	2,453	1,350	-	-	-	2,000
Total Services		276,570	150,899	156,600	60,625	154,300	152,370
100-1510-015-53-1101	OFFICE SUPPLIES	15,237	11,563	15,000	3,745	14,000	14,000
100-1510-015-53-1102	OPERATING SUPPLIES	2,009	1,819	3,000	1,953	4,000	4,000
100-1510-015-53-1103	JANITORIAL SUPPLIES	151	48	300	7	300	300
100-1510-015-53-1104	POSTAGE	2,019	3,200	5,000	2,104	6,100	6,100
100-1510-015-53-1210	UTILITIES	360	390	400	210	450	450
100-1510-015-53-1270	GAS & DIESEL FUEL	279	170	200	-	220	200
100-1510-015-53-1402	PRINTING & PUBLICATIONS	-	-	1,000	-	500	500
Total Supplies		20,054	17,190	24,900	8,020	25,570	25,550
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		812,618	767,911	715,968	311,925	782,586	787,626

015 - Finance - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	491,666
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	179,387
	OTHER GENERAL REVENUES	-	-	-	-	-	116,573
	COMBINED REVENUES PRIOR YEAR	812,618	767,911	715,968	311,925	-	-
Total Revenues		812,618	767,911	715,968	311,925	-	787,626
Net Surplus/(Deficit)		-	-	-	-	-	0

015 - Finance - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total	
	FINANCE DIRECTOR		1				1
	ACCOUNTING CLERK			1	1		2
	WATER BILLING CLERK			1			1
	ACCOUNTING GENERALIST			1			1
	WATER BILLING LEAD			1			1
	AR CLERK			1			1
	DEPUTY DIRECTOR OF FINANCE		1				1
	PROJECT ACCOUNTANT			1			1
	GRANTS COORDINATOR	Page 46 of 15		1			1
Total Personnel		0	2	7	1	10	

016 - Prison - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3420-016-51-1100	SALARIES	1,358,218	1,386,770	1,362,093	692,097	1,467,540	1,582,891
100-3420-016-51-1101	RAISES	-	-	-	-	-	-
100-3420-016-51-1300	OVERTIME	6,957	10,805	-	1,201	-	-
100-3420-016-51-2101	MEDICAL/LIFE INSURANCE	9,351	12,397	11,699	7,206	12,024	12,024
100-3420-016-51-2102	HEALTH INSURANCE	258,806	271,917	318,020	138,370	443,545	447,640
100-3420-016-51-2200	PAYROLL TAXES	100,486	102,053	104,200	51,384	112,267	121,091
100-3420-016-51-2401	RETIREMENT	68,644	71,275	78,380	36,638	87,013	90,565
100-3420-016-51-2600	UNEMPLOYMENT	1,271	1,399	1,336	53	1,371	1,371
100-3420-016-51-2700	WORKMEN'S COMPENSATION	32,956	34,747	32,898	16,969	33,536	36,377
Total Personnel		1,836,687	1,891,363	1,908,626	943,916	2,157,295	2,291,958
100-3420-016-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	4,791	-	-	-	-
100-3420-016-52-1208	SUBSTANCE ABUSE	-	-	-	-	-	-
100-3420-016-52-1306	PEST CONTROL	2,148	1,815	1,980	839	1,980	1,980
100-3420-016-52-2202	R & M - GENERAL(BUILDING)	31,453	28,262	30,000	21,779	30,000	30,000
100-3420-016-52-2203	R & M - GENERAL(EQUIPMNT)	4,525	3,982	8,000	7,349	10,000	10,000
100-3420-016-52-2204	R & M - GENERAL(GROUNDS)	1,899	2,213	1,500	-	1,500	1,500
100-3420-016-52-2205	VEHICLE ACCIDENT	-	-	-	-	-	-
100-3420-016-52-2208	MAINT. CONTRACTS	1,828	3,279	1,800	200	1,800	1,800
100-3420-016-52-2321	OPERATING LEASES/RENTAL COPIER	6,877	6,776	6,000	3,766	6,000	7,532
100-3420-016-52-3101	PROPERTY INSURANCE	8,804	5,624	5,700	5,624	5,700	5,700
100-3420-016-52-3102	AUTO,TRK,EQ - INSURANCE	6,245	9,074	9,100	9,074	9,100	9,100
100-3420-016-52-3103	PROF/GEN/LAW LIAB\INSURAN	12,030	11,925	12,000	11,925	12,000	12,000
100-3420-016-52-3201	TELEPHONE	1,403	1,496	2,000	773	2,000	1,550
100-3420-016-52-3201-1	PAGERS/LINKS/CELLS	1,187	1,119	-	380	-	-
100-3420-016-52-3301	ADVERTISEMENT	60	-	-	-	-	-
100-3420-016-52-3520	TAG & TITLE FOR VEHICLES	22	-	-	-	-	-
100-3420-016-52-3701	PER DIEM & TRAVEL	913	1,710	2,000	561	2,000	2,000
100-3420-016-52-3702	TRAINING SCHOOLS & SEMINA	32	-	1,500	-	1,500	1,500
100-3420-016-52-3705	MEMBERSHIP DUES	-	-	-	-	-	-
100-3420-016-52-3706	CORRECTIONS GED PROGRAM	54,741	-	-	-	-	-
100-3420-016-52-3901	MEDICAL	342	619	1,000	-	1,000	1,000
100-3420-016-52-3906	MEDICAL	983	1,293	1,000	405	1,000	1,000
100-3420-016-52-4500	INDIGENT FUND	2,133	869	1,500	35	1,500	1,500
Total Services		137,624	84,847	85,080	62,709	87,080	88,162
100-3420-016-53-1101	OFFICE SUPPLIES	10,403	9,306	8,000	6,943	10,000	10,000
100-3420-016-53-1102	OPERATING SUPPLIES	64,540	60,586	55,000	38,565	75,000	75,000
100-3420-016-53-1104	POSTAGE	5	484	-	6	-	-
100-3420-016-53-1105	Inmate release expenditures	6,863	8,913	7,000	4,050	7,000	7,000
100-3420-016-53-1106	INMATE RECREATION COMMISSION	35,332	45,210	25,000	24,641	25,000	25,000
100-3420-016-53-1109	CLOTHING,BEDDING,ETC.	40,795	34,731	25,000	12,270	35,000	35,000
100-3420-016-53-1117	COMPUTERS	-	-	-	-	-	-
100-3420-016-53-1210	UTILITIES	236,985	258,569	235,000	115,122	235,000	235,000
100-3420-016-53-1212-1	NATURAL GAS 321 GA HWY 119	-	-	-	-	-	-
100-3420-016-53-1240	DISPOSAL ROLLOFFS-PRISON	10,840	8,652	10,100	4,326	10,100	8,652
100-3420-016-53-1270	GAS & DIESEL FUEL	19,573	15,880	18,000	7,108	18,000	20,700
100-3420-016-53-1301	GROCERIES	339,840	332,097	350,000	134,193	350,000	360,500
100-3420-016-53-1701	UNIFORMS	11,489	8,520	8,500	1,776	8,500	8,500
Total Supplies		776,666	782,948	741,600	349,000	773,600	785,352
100-3420-016-54-1210	CONSTRUCTION	-	-	-	15,042	-	-
100-3420-016-54-2201	AUTOS & TRUCKS	-	-	-	-	-	193,051
100-3420-016-54-2502	OTHER EQUIPMENT	7,566	6,735	-	-	58,000	25,000
Total Capital		7,566	6,735	-	15,042	58,000	218,051
100-3420-016-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	38,708
Total Other		-	-	-	-	-	38,708
Total Appropriations		2,758,544	2,765,892	2,735,306	1,370,668	3,075,975	3,422,232

016 - Prison - Revenues

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	939,670
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	342,843
	OTHER GENERAL REVENUES	-	-	-	-	-	222,794
	COMBINED REVENUES PRIOR YEAR	971,868	1,044,124	1,072,606	620,516	-	-
100-33-4216	GA DEPT OF CORRECTIONS	1,371,580	1,508,956	1,444,000	607,310	-	1,500,000
100-33-4224	CORRECTIONS GED PROGRAM	78,000	-	-	-	-	-
100-33-7003	INMATE WORK DETAIL REIMBURSEME	206,971	203,679	207,000	61,618	-	247,000
100-34-1906	PRISION INMATE RELEASE REIMB	6,500	9,133	6,700	3,648	-	7,900
100-38-9001	INMATE RECREATION COMMISSION R	7,951	-	5,000	-	-	5,000
100-38-9001-10	INMATES GRATUITY RELEASE CHECK	1,975	-	-	1,100	-	3,900
100-38-9001-12	INDIGENT POSTAGE	-	-	-	-	-	10
100-38-9001-13	INMATE TELEPHONE COMMISSION	38,349	-	-	48,205	-	74,000
100-38-9001-17	POSTMASTER	-	-	-	-	-	-
100-38-9001-19	MCDANIELS KIOSK FEES	158	-	-	-	-	115
100-38-9001-20	INMATE DENTAL	-	-	-	-	-	-
100-38-9001-21	INMATE MISC FEES	-	-	-	-	-	-
100-38-9001-3	MEDICAL CO-PAY	-	-	-	-	-	-
100-38-9001-4	DISCIPLINARY REPORT FEES	-	-	-	-	-	-
100-38-9001-6	ID FEES	-	-	-	-	-	-
100-38-9001-9	COMMISSARY COMMISSION	75,192	-	-	28,271	-	79,000
100-39-1203	TRANSFER IN FROM PRISON INMATE	-	-	-	-	-	-
Total Revenues		2,758,544	2,765,892	2,735,306	1,370,668	-	3,422,232
Net Surplus/(Deficit)		-	-	-	-	-	0

016 - Prison - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
CAPTAIN		1			1
CHAPLIN				1	1
CORRECTIONAL OFFICER			24	1	25
CORRECTIONS COUNSELOR			1		1
CORRECTIONS COUNSELOR SENIOR			1		1
DEPUTY WARDEN		1			1
LIEUTENANT		2			2
OFFICE MANAGER		1			1
SERGEANT		5			5
WARDEN		1			1
Total Personnel	0	11	26	2	39

017 - Sheriff's Office - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3310-017-51-1100	SALARIES	4,162,058	4,341,978	4,333,176	2,166,920	4,554,374	4,708,029
100-3310-017-51-1101	RAISES	-	-	-	-	-	-
100-3310-017-51-1300	OVERTIME	421,357	392,476	329,029	229,237	346,911	354,959
100-3310-017-51-2101	MEDICAL/LIFE SUPPLEMENTAL	25,755	34,576	30,546	19,946	31,521	31,521
100-3310-017-51-2102	HEALTH INSURANCE	900,377	1,020,473	1,262,423	520,135	1,679,760	1,679,760
100-3310-017-51-2200	PAYROLL TAXES	332,672	338,667	356,659	174,659	374,948	387,319
100-3310-017-51-2401	RETIREMENT	225,742	236,865	270,864	122,263	285,150	274,497
100-3310-017-51-2600	UNEMPLOYMENT	3,269	3,689	3,656	261	3,761	3,761
100-3310-017-51-2700	WORKMEN'S COMPENSATION	102,127	105,278	102,475	53,097	100,010	103,438
Total Personnel		6,173,356	6,474,002	6,688,827	3,286,517	7,376,435	7,543,284
100-3310-017-52-1101	CONSULTANT	-	-	-	19,380	17,820	17,820
100-3310-017-52-1102	APPEAL BOARD	-	-	-	870	-	-
100-3310-017-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	2,072	-	-	-	-
100-3310-017-52-1207	INVESTIGATIVE WORK	3,046	5,129	5,000	2,775	5,000	5,000
100-3310-017-52-1210	SECURITY	-	-	-	-	-	-
100-3310-017-52-1303	COMPUTER SERVICES	14,906	10,869	-	2,834	-	-
100-3310-017-52-1303-1	COMPUTER SERVICES FORENSICS	8,932	12,278	10,000	2,364	20,895	20,895
100-3310-017-52-1306	PEST CONTROL	-	-	500	-	500	500
100-3310-017-52-2201	R&M FIRST SERV VECH MAINT	1,694	918	-	-	-	-
100-3310-017-52-2202	R & M - GENERAL(BUILDING)	622	7,462	5,000	915	5,000	5,000
100-3310-017-52-2203	R & M - GENERAL(EQUIPMNT)	1,853	7,340	7,000	5,208	7,000	7,000
100-3310-017-52-2204	R & M - GENERAL(GROUNDS)	-	-	1,000	-	1,000	1,000
100-3310-017-52-2205	VEHICLE ACCIDENT	52,459	52,615	25,000	12,083	35,000	25,000
100-3310-017-52-2208	COMPUTER MAINT. AGREEMNTS	24,853	78,364	80,000	41,989	80,000	84,000
100-3310-017-52-2210	STORM RELATED EXPENSES	-	-	-	-	-	-
100-3310-017-52-2321	OPERATING LEASES/RENTAL COPIER	6,607	6,772	6,500	3,787	6,500	7,600
100-3310-017-52-3101	PROPERTY INSURANCE	21,001	14,129	14,500	14,129	14,500	14,500
100-3310-017-52-3102	AUTO,TRK,EQ - INSURANCE	72,349	104,211	104,500	104,211	104,500	104,500
100-3310-017-52-3103	PROF/GEN/LAW LIAB\INSURAN	35,412	39,805	40,000	39,805	40,000	40,000
100-3310-017-52-3201	TELEPHONE	78,642	84,492	80,000	31,252	80,000	62,505
100-3310-017-52-3301	ADVERTISEMENT	2,585	3,710	3,500	2,003	3,500	3,500
100-3310-017-52-3520	TAG & TITLE FOR VEHICLES	415	388	1,000	751	1,000	1,000
100-3310-017-52-3701	PER DIEM & TRAVEL	17,716	17,259	18,000	5,623	18,000	18,000
100-3310-017-52-3702	TRAINING SCHOOLS & SEMINA	8,378	11,740	8,000	1,018	8,000	8,000
100-3310-017-52-3705	MEMBERSHIP DUES	3,264	3,360	2,500	1,335	2,500	2,500
100-3310-017-52-3850	CONTRACT LABOR	5,472	-	-	-	-	-
100-3310-017-52-3901	MEDICAL	300	-	1,500	100	3,000	3,000
Total Services		360,506	462,914	413,500	292,432	453,715	431,320
100-3310-017-53-1101	OFFICE SUPPLIES	16,868	7,005	10,000	-	-	-
100-3310-017-53-1102	OPERATING SUPPLIES	84,520	83,524	85,000	50,650	90,000	90,000
100-3310-017-53-1105	AMMUNITION	-	-	25,000	-	30,000	30,000
100-3310-017-53-1117	COMPUTERS	12,657	9,850	9,350	1,000	15,000	15,000
100-3310-017-53-1210	UTILITIES	62,519	72,378	70,000	28,326	70,000	60,000
100-3310-017-53-1210-5	Utilities - Goshen Rd	-	-	-	-	-	-
100-3310-017-53-1270	GAS & DIESEL FUEL	303,417	280,797	275,000	118,511	275,000	316,250
100-3310-017-53-1701	UNIFORMS	55,839	42,232	35,000	11,707	35,000	35,000
100-3310-017-53-1702	GA HIGHWAY SAFETY GRANT EXPENS	17,571	14,166	15,000	4,863	22,000	22,000
Total Supplies		553,391	509,952	524,350	215,057	537,000	568,250
100-3310-017-54-1210	CONSTRUCTION	-	-	-	12,941	-	-
100-3310-017-54-2201	AUTOS & TRUCKS	-	-	-	42,604	847,485	2,180,099
100-3310-017-54-2502	OTHER EQUIPMENT	-	-	-	26,822	-	-
100-3310-017-54-2509	OTHER\PISTOLS,RIFLES,AMMO	13,597	5,450	-	524	-	-
Total Capital		13,597	5,450	-	82,891	847,485	2,180,099
100-3310-017-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	490,574
Total Other		-	-	-	-	-	490,574
Total Appropriations		7,100,850	7,452,317	7,626,677	3,876,896	9,214,635	11,213,527

017 - Sheriff's Office - Revenues

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	6,883,553
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	2,511,496
	OTHER GENERAL REVENUES	-	-	-	-	-	1,632,079
	COMBINED REVENUES PRIOR YEAR	6,951,316	7,309,203	7,432,677	3,844,838	-	-
100-33-1123	GA HIGHWAY SAFETY GRANT REVENUE	16,745	14,412	20,000	-	-	22,000
100-33-1124	SORNA GRANT	-	-	-	-	-	-
100-33-1170	FBI VIOLENT CRIME TASK FORCE	10,573	-	-	7,709	-	13,000
100-35-1190	SHERIFF'S OFFICE FINES	76,501	57,181	72,000	18,850	-	69,000
100-38-3003	INSURANCE RECOVERIES - SHERIFF	43,331	71,046	100,000	4,611	-	80,000
100-38-9011	SHERIFF INMATE RESTITUTION	2,385	475	2,000	888	-	2,400
Total Revenues		7,100,850	7,452,317	7,626,677	3,876,896	-	11,213,527
Net Surplus/(Deficit)		-	-	-	-	-	(0)

017 - Sheriff's Office - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
SHERIFF	1				1
CHIEF DEPUTY		1			1
BAILIFF				2	2
CAPTAIN		1			1
CAPTAIN, PATROL COMMANDER		1			1
COMM OFFICER - TRAINING COORDINATOR			1		1
COMMUNICATIONS OFFICER			8		8
COMMUNICATIONS SUPERVISOR			1		1
COMMUNITY LIAISON/ANALYST			1		1
CORPORAL			6		6
CORPORAL PATROL			3		3
COURT SECURITY BLUE COAT			1	6	7
DEPUTY SHERIFF			24		24
DEPUTY SHERIFF - PATROL			13	1	14
DEPUTY SHERIFF - TRAFFIC			2		2
DEPUTY SHERIFF - TRANSPORT ONLY			2		2
EXECUTIVE ASSISTANT			1		1
G.C.I.C. TERMINAL AGENCY COORDINATOR			1		1
HUMANE ENFORCEMENT DEPUTY			2		2
INVESTIGATOR			1		1
OFFICE ASSISTANT			1	1	2
OFFICE COORDINATOR			1		1
PROFESSIONAL STANDARDS & OPEN RECORDS CLERK			1		1
PUBLIC INFORMATION OFFICER		1			1
PURCHASING CLERK			1		1
RECEPTIONIST			1		1
SERGEANT			11		11
SERGEANT (CRIME PREVENTION)			1		1
SERGEANT (HUMANE ENFORCEMENT)			1		1
SERGEANT FIRST CLASS			1		1
SERGEANT FIRST CLASS (PATROL)			2		2
SUPERIOR COURT CLERK			1		1
WARRANT DIVISION CLERK			1		1
WARRANTS DIVISION SERGEANT			1		1
ADMINISTRATIVE ASSISTANT I			1		1
Total Personnel	1	4	92	10	107

018 - Sheriff's Office Jail - Appropriations						New Business 01 June 15, 2021	
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3326-018-51-1100	SALARIES	1,926,963	1,941,067	1,977,671	944,343	2,058,033	2,275,982
100-3326-018-51-1101	RAISES	-	-	-	-	-	-
100-3326-018-51-1300	OVERTIME	140,426	113,298	126,596	40,855	131,364	144,308
100-3326-018-51-2101	MEDICAL/LIFE INSURANCE	12,858	17,487	18,848	10,123	18,848	18,848
100-3326-018-51-2102	HEALTH INSURANCE	489,675	544,959	691,889	275,151	896,824	896,824
100-3326-018-51-2200	PAYROLL TAXES	150,807	148,561	160,976	71,315	167,489	185,152
100-3326-018-51-2401	RETIREMENT	95,126	101,280	126,256	48,477	131,364	145,217
100-3326-018-51-2600	UNEMPLOYMENT	1,998	2,259	2,039	243	2,039	2,039
100-3326-018-51-2700	WORKMEN'S COMPENSATION	44,112	46,517	47,588	22,504	46,154	51,356
Total Personnel		2,861,964	2,915,428	3,151,862	1,413,012	3,452,113	3,719,725
100-3326-018-52-1306	PEST CONTROL	3,000	3,600	3,000	1,500	3,000	3,000
100-3326-018-52-2202	R & M - GENERAL (BUILDING)	44,503	90,969	25,000	20,709	50,000	40,000
100-3326-018-52-2203	R & M - GENERAL(EQUIPMENT)	15,713	16,919	16,000	1,053	16,000	16,000
100-3326-018-52-2204	R&M - GENERAL(GROUNDS)	1,599	646	2,000	1,215	2,000	2,000
100-3326-018-52-2208	COMPUTER MAINT. AGREEMENTS	1,460	-	1,500	703	1,500	1,500
100-3326-018-52-2321	OPERATING LEASES/RENTAL COPIER	193	1,314	1,000	1,616	2,000	3,235
100-3326-018-52-3103	PROF/GEN/LAW LIAB\INSURAN	17,614	18,871	19,000	18,871	19,000	19,000
100-3326-018-52-3106	CATASTROPHIC INSURANCE	22,571	24,545	25,000	11,581	25,000	25,000
100-3326-018-52-3201	TELEPHONE	2,608	2,484	2,500	1,317	2,500	2,635
100-3326-018-52-3701	PER DIEM & TRAVEL	-	317	1,000	-	1,000	1,000
100-3326-018-52-3702	TRAINING SCHOOLS & SEMINA	2,155	2,035	1,600	558	1,600	1,600
100-3326-018-52-3907	BOARDING OF EFF CO INMATE - SC	-	-	10,000	-	15,000	10,000
Total Services		111,416	161,699	107,600	59,122	138,600	124,970
100-3326-018-53-1101	OFFICE SUPPLIES	6,521	4,968	5,000	560	5,000	5,000
100-3326-018-53-1102	OPERATING SUPPLIES	11,605	12,471	13,000	7,563	13,000	13,000
100-3326-018-53-1103	JANITORIAL SUPPLIES	34,581	39,394	30,000	18,278	30,000	30,000
100-3326-018-53-1104	POSTAGE	2,297	2,537	1,000	1,029	2,000	2,000
100-3326-018-53-1109	CLOTHING,BEDDING,ETC.	27,138	20,829	25,000	5,038	25,000	25,000
100-3326-018-53-1117	COMPUTERS	1,214	1,159	2,500	469	2,500	2,500
100-3326-018-53-1210	UTILITIES	40,299	39,785	35,000	17,362	35,000	35,000
100-3326-018-53-1212-1	NATURAL GAS 1ST ST SPGFLD	-	-	-	-	-	-
100-3326-018-53-1240	DISPOSAL ROLLOFFS-JAIL	2,200	2,472	2,900	1,236	2,900	2,500
100-3326-018-53-1270	GAS & DIESEL FUEL	8,166	4,523	6,000	680	6,000	7,245
100-3326-018-53-1301	GROCERIES	363,355	325,258	320,000	91,189	320,000	329,600
100-3326-018-53-1400	INMATE TRANSPORT COST	1,447	1,995	3,000	174	5,000	3,000
100-3326-018-53-1701	UNIFORMS	10,603	13,958	13,000	2,781	13,000	13,000
Total Supplies		509,426	469,349	456,400	146,358	459,400	467,845
100-3326-018-54-2501	OFFICE EQUIPMENT	734	-	-	-	-	-
100-3326-018-54-2502	OTHER EQUIPMENT	-	-	-	136,000	155,207	-
Total Capital		734	-	-	136,000	155,207	-
Total Other		-	-	-	-	-	-
Total Appropriations		3,483,540	3,546,476	3,715,862	1,754,492	4,205,320	4,312,540
018 - Sheriff's Office Jail - Revenues							
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	2,632,749
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	960,571
	OTHER GENERAL REVENUES	-	-	-	-	-	624,221
	COMBINED REVENUES PRIOR YEAR	3,454,086	3,512,574	3,610,391	1,738,337	-	-
100-34-2331	JAIL BOARD	29,455	33,903	45,000	16,155	-	35,000
100-38-9019	TURNOVER SAVINGS - JAIL	-	-	60,471	-	-	60,000
Total Revenues		3,483,540	3,546,476	3,715,862	1,754,492	-	4,312,540
Net Surplus/(Deficit)		-	-	-	-	-	(0)
018 - Sheriff's Office Jail - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
	CAPTAIN, JAIL COMMANDER		1			1	
	BOOKING OFFICER			3		3	
	CLERK, JAIL			1		1	
	CORPORAL DETENTION			8		8	
	DETENTION OFFICER			39		39	
	INFORMATION SYSTEMS TECHNICIAN			2		2	
	LIEUTENANT, ASST. JAIL COMMANDER		1			1	
	MAINTENANCE WORKER			1		1	
	SERGEANT, DETENTION			2		2	
Total Personnel			2	56	0	58	

019 - EMS - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3601-019-51-1100	SALARIES	1,849,093	1,766,954	1,526,690	785,948	1,837,771	1,764,220
100-3601-019-51-1101	RAISES	-	-	-	-	-	-
100-3601-019-51-1300	OVERTIME	98,453	565,529	382,305	166,405	486,020	453,798
100-3601-019-51-2101	MEDICAL/LIFE INSURANCE	11,108	14,638	11,374	8,644	13,973	12,998
100-3601-019-51-2102	HEALTH INSURANCE	358,109	400,961	475,732	218,992	773,774	698,953
100-3601-019-51-2200	PAYROLL TAXES	140,656	169,602	146,038	68,443	177,770	169,678
100-3601-019-51-2401	RETIREMENT	105,378	126,128	107,768	49,997	132,576	100,526
100-3601-019-51-2600	UNEMPLOYMENT	1,248	1,680	1,933	206	2,214	2,109
100-3601-019-51-2700	WORKMEN'S COMPENSATION	63,396	81,101	78,039	38,884	92,021	87,700
Total Personnel		2,627,439	3,126,594	2,729,878	1,337,519	3,516,119	3,289,981
100-3601-019-52-1101	CONSULTANT	7,509	4,768	12,000	-	12,000	12,000
100-3601-019-52-1101-1	BILLING SERVICES	81,241	75,274	62,000	29,416	62,000	62,000
100-3601-019-52-1102	APPEAL BOARD	-	-	-	-	-	-
100-3601-019-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	320,415	-	783	-	-
100-3601-019-52-1214	COMMUNITY AWARENESS	3,998	732	3,000	71	3,000	3,000
100-3601-019-52-1306	PEST CONTROL	-	-	-	-	-	-
100-3601-019-52-1321	COLLECTION FEES	455	-	100	120	100	240
100-3601-019-52-2201	R&M FIRST SERV VECH MAINT	-	1,190	-	-	-	-
100-3601-019-52-2202	R & M - GENERAL(BUILDING)	8,724	5,383	2,500	741	4,500	4,500
100-3601-019-52-2203	R & M - GENERAL(EQUIPMNT)	14,896	24,493	25,000	13,511	26,000	26,000
100-3601-019-52-2321	OPERATING LEASES/RENTAL COPIER	3,808	3,945	3,600	2,202	3,900	4,405
100-3601-019-52-3101	PROPERTY INSURANCE	1,878	1,449	1,450	1,449	1,450	1,450
100-3601-019-52-3102	AUTO,TRK,EQ - INSURANCE	7,054	8,929	8,930	8,929	8,930	8,930
100-3601-019-52-3103	PROF/GEN/LAW LIAB\INSURAN	16,051	16,788	16,800	16,788	16,800	17,500
100-3601-019-52-3201	TELEPHONE	12,549	16,420	12,000	5,278	12,000	12,000
100-3601-019-52-3607	ANNUAL LICENSE FEES	14,775	16,500	16,500	8,250	18,900	18,900
100-3601-019-52-3701	PER DIEM & TRAVEL	1,078	539	1,000	-	1,000	1,000
100-3601-019-52-3702	TRAINING SCHOOLS & SEMINA	1,050	-	600	60	600	600
100-3601-019-52-3705	MEMBERSHIP DUES	250	50	50	-	50	50
100-3601-019-52-3920	GA TRAUMA CARE GRANT	3,835	3,095	-	-	-	-
100-3601-019-52-3706	RECRUITMENT & RETENTION	-	1,431	1,000	950	1,000	1,000
Total Services		179,150	501,401	166,530	88,548	172,230	173,575
100-3601-019-53-1101	OFFICE SUPPLIES	1,467	2,412	3,000	1,712	3,000	3,000
100-3601-019-53-1102	OPERATING SUPPLIES	38,592	38,880	40,000	15,435	47,000	45,000
100-3601-019-53-1103	JANITORIAL SUPPLIES	3,858	3,302	5,000	1,497	5,000	5,000
100-3601-019-53-1111	INFECTION CONTROL SUPPLY	5,108	7,906	7,000	5,738	10,000	10,000
100-3601-019-53-1116	PHARMACEUTICALS	16,388	16,542	16,000	10,124	18,500	20,300
100-3601-019-53-1210	UTILITIES	14,891	15,799	15,000	7,110	15,000	15,000
100-3601-019-53-1270	GAS & DIESEL FUEL	83,307	74,088	70,000	35,894	77,000	89,700
100-3601-019-53-1701	UNIFORMS	5,518	6,371	5,000	1,887	7,000	7,000
Total Supplies		169,127	165,299	161,000	79,395	182,500	195,000
100-3601-019-54-2201	AUTOS & TRUCKS	-	-	-	-	885,000	21,990
100-3601-019-54-2502	OTHER EQUIPMENT	-	-	-	-	734,250	45,250
Total Capital		-	-	-	-	1,619,250	67,240
100-3601-019-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	4,384
Total Other		-	-	-	-	-	4,384
Total Appropriations		2,975,716	3,793,295	3,057,408	1,505,462	5,490,099	3,730,180

019 - EMS - Revenues

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	1,207,264
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	440,476
	OTHER GENERAL REVENUES	-	-	-	-	-	286,240
	COMBINED REVENUES PRIOR YEAR	1,312,280	2,205,213	1,243,208	735,384	-	-
100-33-4231	GA TRAUMA CARE GRANT	4,322	7,947	-	-	-	-
100-33-4232	GAEMS EQUIPMENT GRANT	-	-	-	-	-	-
100-34-2600	AMBULANCE	1,805	2,000	2,200	1,175	-	2,200
100-34-2601	AMBULANCE FOR ROEBLING RD TRAC	51,485	51,780	47,000	-	-	49,000
100-34-2605	EMS billing Revenue	1,960,696	1,943,174	2,100,000	1,148,814	-	2,100,000
100-34-2606	EMS BILLING - MANDATORY WRITEOFFS	(499,872)	(561,819)	(480,000)	(416,161)	-	(500,000)
100-34-2607	EFFINGHAM HOSP EXPANDED SERVIC	145,000	145,000	145,000	36,250	-	145,000
Total Revenues		2,975,716	3,793,295	3,057,408	1,505,462	-	3,730,180
Net Surplus/(Deficit)		-	-	-	-	-	(0)

019 - EMS - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
EMS OFFICE COORDINATOR			1		1
CARDIAC TECHNICIAN			3		3
EMERGENCY MEDICAL TECHNICIAN			5	6	11
EMS DIRECTOR		1			1
OPERATIONS MANAGER		1			1
PARAMEDIC			24	14	38
PARAMEDIC - TRAINING OFFICER			1		1
PARAMEDIC SUPERVISOR			4		4
Total Personnel	0	2	38	20	60

020 - EEMA - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3100-020-51-1100	SALARIES	-	-	43,200	20,910	84,262	46,202
100-3100-020-51-1101	RAISES	-	-	-	-	-	-
100-3100-020-51-1300	OVERTIME	-	-	-	-	-	-
100-3100-020-51-2101	MEDICAL/LIFE INSURANCE	-	-	325	196	650	325
100-3100-020-51-2102	HEALTH INSURANCE	-	-	19,807	8,385	49,881	24,940
100-3100-020-51-2200	PAYROLL TAXES	-	-	3,305	1,298	6,446	3,534
100-3100-020-51-2401	RETIREMENT	-	-	2,592	1,255	5,056	2,772
100-3100-020-51-2600	UNEMPLOYMENT	-	-	35	-	70	35
100-3100-020-51-2700	WORKMEN'S COMPENSATION	-	-	950	460	1,812	143
Total Personnel		-	-	70,214	32,503	148,176	77,953
100-3100-020-52-1213	GRANT CONTRACT	18,000	-	-	-	-	-
100-3100-020-52-2201	R&M FIRST SERV VECH MAINT	-	61	-	-	-	-
100-3100-020-52-2202	R&M - GENERAL(BUILDING)	1,112	14,070	1,500	3,168	10,500	10,500
100-3100-020-52-2202-1	R&M Batteries	-	-	500	-	500	500
100-3100-020-52-2203	R & M - GENERAL (EQUIPMENT)	3,216	758	8,000	350	8,000	8,000
100-3100-020-52-2203-1	R & M MOTORLA CONTRACT #	-	116,289	166,000	10,572	166,000	166,000
100-3100-020-52-2208	COMPUTER MAINT. AGRMNTS	-	-	-	-	26,500	26,500
100-3100-020-52-2211	COVID RELATED EXPENSES	-	5,810	-	16,273	-	-
100-3100-020-52-3101	PROPERTY INSURANCE	421	318	350	318	350	350
100-3100-020-52-3102	AUTO,TRK,EQ-INSURANCE	1,410	2,149	2,150	2,149	2,150	2,150
100-3100-020-52-3201	TELEPHONE	1,825	2,938	2,600	2,145	2,600	4,290
100-3100-020-52-3701	PER DIEM & TRAVEL	250	3,572	1,000	269	1,000	1,000
100-3100-020-52-3702	TRAINING SCHOOLS & SEMINA	619	-	350	-	350	350
100-3100-020-52-3703	RECRUITMENT & RETENTION	-	-	1,000	-	1,000	-
100-3100-020-52-3705	MEMBERSHIP DUES	-	-	100	75	100	100
Total Services		26,855	145,964	183,550	35,318	219,050	219,740
100-3100-020-53-1101	OFFICE SUPPLIES	757	281	1,000	69	2,000	2,000
100-3100-020-53-1102	OPERATING SUPPLIES	2,197	1,248	2,500	-	2,500	2,500
100-3100-020-53-1104	POSTAGE	5	-	75	-	75	75
100-3100-020-53-1210	UTILITIES	17,950	19,808	18,000	8,753	18,000	18,000
100-3100-020-53-1270	GAS & DIESEL FUEL	2,517	1,829	1,000	338	1,250	2,530
100-3100-020-53-1701	UNIFORMS	1,331	806	500	113	750	500
Total Supplies		24,758	23,971	23,075	9,272	24,575	25,605
100-3100-020-54-2201	AUTOS & TRUCKS	2,476	-	-	-	6,491	28,390
100-3100-020-54-2501	OFFICE EQUIPMENT	1,396	-	-	-	-	-
100-3100-020-54-2502	OTHER EQUIPMENT	-	-	-	-	28,000	28,000
Total Capital		3,872	-	-	-	34,491	56,390
100-3100-020-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	5,944
Total Other		-	-	-	-	-	5,944
Total Appropriations		55,484	169,936	276,839	77,093	426,292	385,631

020 - EEMA - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	240,725
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	87,830
	OTHER GENERAL REVENUES	-	-	-	-	-	57,076
	COMBINED REVENUES PRIOR YEAR	55,484	169,936	276,839	77,093	-	-
100-33-4218	STATE OF GA/EFF CO EMA	-	-	-	-	-	-
Total Revenues		55,484	169,936	276,839	77,093	-	385,631
Net Surplus/(Deficit)		-	-	-	-	-	(0)

020 - EEMA - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
EMERGENCY MANAGEMENT COORD		1			1
Total Personnel	0	1	0	0	1

021 - Facilities Maintenance - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1565-021-51-1100	SALARIES	220,566	237,705	239,490	119,262	296,402	271,345
100-1565-021-51-1101	RAISES	-	-	-	-	-	-
100-1565-021-51-1300	OVERTIME	351	1,091	-	216	880	782
100-1565-021-51-2101	MEDICAL/LIFE INSURANCE	1,470	2,127	2,275	1,312	2,600	2,600
100-1565-021-51-2102	HEALTH INSURANCE	63,760	77,790	93,483	43,126	128,814	128,814
100-1565-021-51-2200	PAYROLL TAXES	15,725	16,551	18,321	8,413	22,742	20,818
100-1565-021-51-2401	RETIREMENT	11,152	12,317	14,369	6,532	16,589	16,328
100-1565-021-51-2600	UNEMPLOYMENT	214	300	246	-	316	281
100-1565-021-51-2700	WORKMEN'S COMPENSATION	4,206	5,473	7,448	2,789	9,200	8,361
Total Personnel		317,444	353,354	375,631	181,648	477,544	449,329
100-1565-021-52-1101	CONSULTANT	-	-	-	-	100,000	100,000
100-1565-021-52-1211	MOWING & LAWN CARE	52,005	-	-	-	-	-
100-1565-021-52-1306	PEST CONTROL	6,975	5,770	6,000	1,796	6,000	6,000
100-1565-021-52-2202	R&M - GENERAL(BUILDING)	142,954	157,042	163,800	72,343	160,000	160,000
100-1565-021-52-2203	R & M - GENERAL (EQUIPMENT)	124	180	-	-	-	-
100-1565-021-52-2204	R&M - GENERAL(GROUNDS)	1,408	-	-	-	-	-
100-1565-021-52-3101	PROPERTY INSURANCE	46,299	32,721	33,000	32,721	33,000	33,000
100-1565-021-52-3102	AUTO,TRK,EQ-INSURANCE	2,271	3,781	3,800	3,781	3,800	3,800
100-1565-021-52-3103	PROF/GEN/LAW LIAB\INSURAN	2,144	2,187	2,200	2,187	2,200	2,200
100-1565-021-52-3201	TELEPHONE	31,234	40,668	40,000	17,194	40,000	35,000
Total Services		285,414	242,348	248,800	130,022	345,000	340,000
100-1565-014-53-1210-5	UTILITIES - 109 GOSHEN CMMML PR	160	-	-	-	-	-
100-1565-021-53-1101	OFFICE SUPPLIES	750	391	1,000	28	500	500
100-1565-021-53-1102	OPERATING SUPPLIES	6,639	8,335	8,000	3,272	8,000	8,000
100-1565-021-53-1103	JANITORIAL SUPPLIES	9,218	11,223	12,000	5,794	15,000	13,000
100-1565-021-53-1210	UTILITIES	281,217	308,014	292,000	138,776	292,000	300,000
100-1565-021-53-1240	DISPOSAL ROLLOFFS	6,580	3,606	4,500	1,608	3,600	3,300
100-1565-021-53-1270	GAS & DIESEL FUEL	6,826	6,780	7,000	3,275	7,500	7,820
Total Supplies		311,389	338,348	324,500	152,753	326,600	332,620
100-1565-021-54-1306	ADMINISTRATIVE BUILDING PROJECTS	-	-	1,000,000	-	203,000	203,000
100-1565-021-54-2201	AUTOS & TRUCKS	-	-	-	-	-	132,748
100-1565-021-54-2502	OTHER EQUIPMENT	21,280	-	-	2,200	336,000	10,000
Total Capital		21,280	-	1,000,000	2,200	539,000	345,748
100-1565-021-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	26,567
Total Other		-	-	-	-	-	26,567
Total Appropriations		935,527	934,051	1,948,931	466,623	1,688,144	1,494,264

021 - Facilities Maintenance - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	890,516
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	324,909
	OTHER GENERAL REVENUES	-	-	-	-	-	211,140
	COMBINED REVENUES PRIOR YEAR	865,165	870,710	1,878,987	435,002	-	-
100-34-9900	COASTAL WORKFORCE REVENUE	-	-	-	-	-	-
100-38-1005	LEASES AND RENT	20,700	20,700	20,700	-	-	20,700
100-38-1005-1	LEASES AND RENT CROWN COMMUNIC	17,418	17,418	17,000	17,418	-	17,000
100-38-1009	OMNIFLIGHT REVENUE	32,244	25,223	32,244	14,202	-	30,000
Total Revenues		935,527	934,051	1,948,931	466,623	-	1,494,264
Net Surplus/(Deficit)		-	-	-	-	-	0

021 - Facilities Maintenance - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
FACILITIES MAINTENANCE SUPERVISOR		1			1
ADMINISTRATIVE ASSISTANT			1		1
CUSTODIAN			3		3
MAINTENANCE WORKER			3		3
Total Personnel	0	1	7	0	8

022 - Animal Shelter - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3910-022-51-1100	SALARIES	89,892	91,262	102,174	43,674	98,035	107,718
100-3910-022-51-1101	RAISES	-	-	-	-	-	-
100-3910-022-51-1300	OVERTIME	869	746	-	136	-	-
100-3910-022-51-2101	MEDICAL/LIFE INSURANCE	478	606	650	319	650	650
100-3910-022-51-2102	HEALTH INSURANCE	16,475	17,878	20,541	5,782	24,191	24,191
100-3910-022-51-2200	PAYROLL TAXES	6,898	6,952	7,816	3,283	7,500	8,240
100-3910-022-51-2401	RETIREMENT	3,521	4,078	4,005	1,599	4,055	1,190
100-3910-022-51-2600	UNEMPLOYMENT	150	130	176	30	176	176
100-3910-022-51-2700	WORKMEN'S COMPENSATION	777	810	899	386	774	851
Total Personnel		119,061	122,462	136,261	55,209	135,381	143,016
100-3910-022-52-1213	GRANT CONTRACT	-	9,253	-	3,557	-	-
100-3910-022-52-1303	COMPUTER SERVICES	-	-	500	-	500	500
100-3910-022-52-1306	PEST CONTROL	455	694	900	1,179	900	2,358
100-3910-022-52-2202	R & M - GENERAL(BUILDING)	12,211	9,299	10,000	832	10,000	10,000
100-3910-022-52-2321	OPERATING LEASES/RENTAL COPIER	1,784	1,722	1,800	982	1,800	2,000
100-3910-022-52-3001-5	NEW DONATIONS BANK ACCOUNT	1,939	-	6,500	-	6,500	6,500
100-3910-022-52-3101	PROPERTY INSURANCE	589	465	500	465	500	500
100-3910-022-52-3102	AUTO,TRK,EQ - INSURANCE	1,135	1,512	1,520	1,512	1,520	1,520
100-3910-022-52-3103	PROF/GEN/LAW LIAB\INSURAN	675	726	750	726	750	750
100-3910-022-52-3201	TELEPHONE	2,819	2,690	3,000	1,406	3,000	3,000
100-3910-022-52-3301	ADVERTISEMENT	-	-	200	-	200	200
100-3910-022-52-3810	VETERINARIAN SERVICES	19,740	22,789	22,000	6,194	25,000	25,000
100-3910-022-52-3811	DEPT OF AG GRANT	-	-	-	2,747	-	-
100-3910-022-52-3901	MEDICAL	18,977	7,402	14,000	126	30,000	20,000
100-3910-022-52-3910	VACCINES	5,079	6,025	7,000	1,400	7,300	7,300
Total Services		65,404	62,576	68,670	21,128	87,970	79,628
100-3910-022-53-1101	OFFICE SUPPLIES	474	654	1,000	15	1,200	1,000
100-3910-022-53-1102	OPERATING SUPPLIES	12,983	14,508	17,000	5,895	17,000	15,000
100-3910-022-53-1103	JANITORIAL SUPPLIES	3,842	3,221	4,000	1,393	4,000	4,000
100-3910-022-53-1104	POSTAGE	64	55	200	-	200	200
100-3910-022-53-1105	PETCO GRANT	4,327	-	-	12,509	-	-
100-3910-022-53-1106	BEST FRIENDS / RACHEL RAY	-	-	12,500	-	-	-
100-3910-022-53-1210	UTILITIES	13,474	12,029	14,000	4,656	14,000	10,000
100-3910-022-53-1270	GAS & DIESEL FUEL	503	907	600	212	750	800
100-3910-022-53-1701	UNIFORMS	-	350	500	-	500	500
Total Supplies		35,667	31,724	49,800	24,680	37,650	31,500
100-3910-022-54-2201	AUTOS & TRUCKS	-	-	-	-	-	51,232
100-3910-022-54-2502	OTHER EQUIPMENT	-	-	-	-	29,000	-
Total Capital		-	-	-	-	29,000	51,232
100-3910-022-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	10,278
Total Other		-	-	-	-	-	10,278
Total Appropriations		220,132	216,762	254,731	101,017	290,001	315,654

022 - Animal Shelter - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	171,793
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	62,679
	OTHER GENERAL REVENUES	-	-	-	-	-	40,732
	COMBINED REVENUES PRIOR YEAR	191,172	177,781	225,781	85,097	-	-
100-34-6101	ANIMAL CONTROL FINES	7,270	3,425	10,000	930	-	7,000
100-34-6102	ANIMAL CONTROL\BABIES VAC	5,505	6,135	4,600	4,580	-	5,700
100-34-6103	ANIMAL CONTROL\ADOPT-A-THON	10,501	12,639	9,800	4,610	-	11,500
100-34-6103-5	ANIMAL CONTROL NEW DONATIONS B	5,184	1,782	4,500	800	-	3,700
100-34-6105	Animal Control - Misc. Revenue	-	-	50	-	-	50
100-34-6107	MADDIE'S FUND REV	500	-	-	-	-	-
100-37-1003	PETCO GRANT	-	15,000	-	-	-	-
100-37-xxxx	BEST FRIENDS / RACHEL RAY GRANT	-	-	-	-	-	12,500
100-33-4141	GA DEPT. OF AG ANIMAL CONTROL	-	-	-	5,000	-	-
Total Revenues		220,132	216,762	254,731	101,017	-	315,654
Net Surplus/(Deficit)		-	-	-	-	-	0

022 - Animal Shelter - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
ANIMAL SHELTER MANAGER		1			1
KENNEL ASSISTANT			1	3	4
Total Personnel	0	1	1	3	5

026 - DFCS - Appropriations							New Business 01 June 15, 2021
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
100-5460-026-52-1306	PEST CONTROL	360	480	480	155	480	480
100-5460-026-52-2131	JANITOR	12,220	12,685	10,000	7,650	15,300	15,300
100-5460-026-52-2202	R & M - GENERAL(BUILDING)	1,980	2,182	1,000	647	1,000	1,000
100-5460-026-52-2204	R & M - GENERAL(GROUNDS)	-	-	1,000	-	1,000	1,000
Total Services		14,560	15,347	12,480	8,452	17,780	17,780
100-5460-026-53-1103	JANITORIAL SUPPLIES	2,328	2,006	2,500	755	2,500	2,500
100-5460-026-53-1210	UTILITIES	15,758	16,523	17,000	7,516	17,000	17,000
Total Supplies		18,087	18,529	19,500	8,271	19,500	19,500
		-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
100-5460-026-57-2001	BUDGET REQUEST	34,500	34,500	34,500	17,250	34,500	34,500
Total Other		34,500	34,500	34,500	17,250	34,500	34,500
Total Appropriations		67,146	68,376	66,480	33,973	71,780	71,780
026 - DFCS - Revenues							
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(9,925)	(8,695)	-	(4,562)	-	-
100-33-5005	DHR(DFCS)IN LIEU OF RENT	77,071	77,071	66,480	38,535	-	71,780
Total Revenues		67,146	68,376	66,480	33,973	-	71,780
Net Surplus/(Deficit)		-	-	-	-	-	-
026 - DFCS - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
						0	
Total Personnel		0	0	0	0	0	

028 - UGA Extension - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-7130-028-51-1100	SALARIES	106,119	100,128	108,964	52,937	110,345	109,108
100-7130-028-51-1101	RAISES	-	-	-	-	-	-
100-7130-028-51-1300	OVERTIME	289	-	-	-	-	-
100-7130-028-51-2101	MEDICAL/LIFE INSURANCE	338	223	325	131	325	325
100-7130-028-51-2102	HEALTH INSURANCE	14,472	9,259	10,388	4,808	12,206	12,206
100-7130-028-51-2200	PAYROLL TAXES	8,080	7,582	8,336	4,088	8,441	8,347
100-7130-028-51-2401	RETIREMENT	11,260	15,458	13,823	7,680	16,323	16,323
100-7130-028-51-2600	UNEMPLOYMENT	53	102	211	44	211	211
100-7130-028-51-2700	WORKMENS COMPENSATION	225	133	222	70	162	162
Total Personnel		140,835	132,885	142,268	69,758	148,012	146,682
100-7130-028-52-1101	CONSULTANT	-	2,000	-	1,000	-	-
100-1545-028-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	-	3,500	-	-	-
100-7130-028-52-1306	PEST CONTROL	300	25	-	-	-	-
100-7130-028-52-2131	JANITOR	-	7,849	8,200	4,778	-	-
100-7130-028-52-2204	R & M - GENERAL(GROUNDS)	1,038	4,528	-	-	-	-
100-7130-028-52-2310	RENT	-	21,000	24,000	10,500	24,000	6,000
100-7130-028-52-2321	OPERATING LEASES/RENTAL	2,102	2,134	1,500	1,101	1,500	2,300
100-7130-028-52-3101	PROPERTY INSURANCE	412	6	-	6	-	500
100-7130-028-52-3102	AUTO,TRK,EQ-INSURANCE	1,135	1,512	1,530	1,512	1,767	1,530
100-7130-028-52-3103	PROF/GEN/LAW LIAB\INSURAN	887	963	1,000	963	1,155	1,000
100-7130-028-52-3201	TELEPHONE	2,477	2,761	1,500	957	1,500	1,900
100-7130-028-52-3201-1	PAGERS/LINKS/CELLS	-	-	-	-	-	-
100-7130-028-52-3701	PER DIEM & TRAVEL	-	-	2,000	-	2,000	2,000
100-7130-028-52-3701-1	4-H TRAVEL	-	-	-	-	-	-
100-7130-028-52-3702	TRAINING SCHOOLS & SEMINA	4,394	4,471	1,000	601	2,000	2,000
100-7130-028-52-3705	MEMBERSHIP DUES	1,520	1,363	1,520	710	1,600	1,600
Total Services		14,266	48,611	45,750	22,127	35,522	18,830
100-7130-028-53-1101	OFFICE SUPPLIES	2,360	2,451	3,000	1,135	3,000	3,000
100-7130-028-53-1102	OPERATING SUPPLIES	1,698	30	500	-	1,000	1,000
100-7130-028-53-1104	POSTAGE	46	35	100	-	-	100
100-7130-028-53-1105	ACCG Grant	-	-	-	-	-	-
100-7130-028-53-1112	4-H SUPPLIES	11,667	11,137	10,500	3,136	12,000	12,000
100-7130-028-53-1210	UTILITIES	3,475	777	-	-	-	-
100-7130-028-53-1270	GAS & DIESEL FUEL	3,055	1,892	3,000	233	2,000	2,750
Total Supplies		22,302	16,322	17,100	4,504	18,000	18,850
100-7130-028-54-2201	AUTOS & TRUCKS	-	-	-	-	-	25,210
Total Capital		-	-	-	-	-	25,210
100-7130-028-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	5,018
Total Other		-	-	-	-	-	5,018
Total Appropriations		177,403	197,818	205,118	96,389	201,535	214,589

028 - UGA Extension - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	122,094
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	44,547
	OTHER GENERAL REVENUES	-	-	-	-	-	28,948
	COMBINED REVENUES PRIOR YEAR	157,949	197,818	186,118	96,389	-	-
100-33-4139	UGA EXTENSION 4-H PERSONNEL	19,454	-	19,000	-	-	19,000
Total Revenues		177,403	197,818	205,118	96,389	-	214,589
Net Surplus/(Deficit)		-	-	-	-	-	0

028 - UGA Extension - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
4-H PROGRAM ASSISTANT			1	1	2
4-H EDUCATOR				1	1
EXTENSION AGENT				2	2
RESOURCE MANAGER - COUNTY EXTENSION				1	1
Total Personnel	0	0	1	5	6

032 - Congregate Meals - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-5520-032-51-1100	SALARIES	81,865	84,838	85,540	41,460	90,282	89,220
100-5520-032-51-1101	RAISES	-	-	-	-	-	-
100-5520-032-51-1300	OVERTIME	530	30	-	-	-	-
100-5520-032-51-2101	MEDICAL/LIFE INSURANCE	565	728	650	426	650	650
100-5520-032-51-2102	HEALTH INSURANCE	16,637	18,179	20,541	9,490	24,191	24,191
100-5520-032-51-2200	PAYROLL TAXES	6,228	6,232	6,544	3,134	6,907	6,825
100-5520-032-51-2401	RETIREMENT	3,850	4,003	5,132	1,958	5,417	5,353
100-5520-032-51-2600	UNEMPLOYMENT	53	70	70	-	70	70
100-5520-032-51-2700	WORKMEN'S COMPENSATION	618	609	642	311	677	669
Total Personnel		110,347	114,689	119,119	56,779	128,194	126,979
100-5520-032-52-1306	PEST CONTROL	450	270	450	120	980	980
100-5520-032-52-2202	R & M - GENERAL(BUILDING)	2,011	6,592	7,000	1,407	7,000	7,000
100-5520-032-52-2321	OPERATING LEASES/RENTAL COPIER	1,020	1,200	1,200	1,236	1,200	1,200
100-5520-032-52-2321-1	OPERATING LEASES/RENTAL OTHER	-	-	-	-	-	-
100-5520-032-52-3101	PROPERTY INSURANCE	1,445	1,121	1,150	1,121	-	1,150
100-5520-032-52-3103	PROF/GEN/LAW LIAB\INSURAN	688	704	720	704	-	720
100-5520-032-52-3201	TELEPHONE	3,087	2,913	3,000	1,568	3,000	3,140
Total Services		8,700	12,800	13,520	6,156	12,180	14,190
100-5520-032-53-1101	OFFICE SUPPLIES	1,443	1,574	2,500	355	2,500	2,500
100-5520-032-53-1103	JANITORIAL SUPPLIES	4,524	3,622	4,200	799	4,200	4,200
100-5520-032-53-1210	UTILITIES	21,494	20,444	21,000	8,521	21,000	21,000
100-5520-032-53-1301	GROCERIES	37,346	26,811	36,000	-	36,000	36,000
100-5520-032-53-1602	CRC MINI GRANT	5,000	6,000	-	-	-	-
Total Supplies		69,807	58,451	63,700	9,675	63,700	63,700
100-5520-032-54-2501	OFFICE EQUIPMENT	-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		188,854	185,939	196,339	72,609	204,074	204,869

032 - Congregate Meals - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	72,330
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	26,390
	OTHER GENERAL REVENUES	-	-	-	-	-	17,149
	COMBINED REVENUES PRIOR YEAR	118,241	125,450	143,339	70,533	-	-
100-33-1111	TITLE III C1 CONGREGATE-FED #9	33,445	29,491	23,000	-	-	60,000
100-33-1112	AOA NSIP (USDA) CONGREGATE #93	13,734	10,228	12,000	-	-	13,000
100-33-4111	TITLE III C1 CONGREG-STATE #93	7,607	5,990	6,000	-	-	-
100-33-4130	CRC SENIOR CENTER MINI GRANT	5,000	6,223	-	-	-	-
100-33-4164	CBS CONGREGATE MEALS	9,127	7,137	11,000	-	-	9,000
100-37-1002	SENIOR MEAL DONATIONS	1,700	1,420	1,000	870	-	1,000
100-33-1157	FFCRA CONGREGATE MALS	-	-	-	1,206	-	6,000
Total Revenues		188,854	185,939	196,339	72,609	-	204,869
Net Surplus/(Deficit)		-	-	-	-	-	-

032 - Congregate Meals - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
SENIOR CENTER ASSISTANT DIRECTOR			1		1
SENIOR CENTER DIRECTOR		1			1
Total Personnel	0	1	1	0	2

033 - Home Delivered Meals - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		-	-	-	-	-	-
Total Personnel							
100-5510-033-52-3500	AUTO ALLOWANCE HM DLV MEA	25,302	27,085	30,000	15,058	30,000	30,000
Total Services		25,302	27,085	30,000	15,058	30,000	30,000
100-5510-033-53-1102	OPERATING SUPPLIES	64	-	150	-	150	150
100-5510-033-53-1301	GROCERIES	56,574	53,469	60,000	26,235	60,000	105,350
Total Supplies		56,638	53,469	60,150	26,235	60,150	105,500
		-	-	-	-	-	-
Total Capital							
		-	-	-	-	-	-
Total Other							
		-	-	-	-	-	-
Total Appropriations		81,940	80,554	90,150	41,293	90,150	135,500

033 - Home Delivered Meals - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(20,495)	(26,480)	8,450	(1,312)	-	-
100-33-1110	AoA NSIP (STATE) HOME DLVRD ME	7,699	17,220	5,000	3,820	-	17,000
100-33-1113	TITLE III C2 HDM-FED #93.045	64,890	65,223	37,000	16,442	-	92,000
100-33-1115	AOA NSIP (USDA) HDM #93.053	-	-	-	-	-	4,000
100-33-4112	TITLE III C2 HDM-STATE #93.045	8,144	9,161	6,700	3,932	-	5,500
100-33-4116	CBS HOME DELIVERED MEAL	21,701	15,429	33,000	11,926	-	11,000
100-33-1156	FFCRA HDM MEALS	-	-	-	6,485	-	6,000
Total Revenues		81,940	80,554	90,150	41,293	-	135,500
Net Surplus/(Deficit)		-	-	-	-	-	-

033 - Home Delivered Meals - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

040 - Family Connection - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-5506-040-51-1100	SALARIES - FAMILY CONNECTIONS	-	-	-	-	-	-
100-5506-040-51-1100-3	SALARIES - OTHER	-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
100-5506-040-52-1101	CONSULTANT	48,300	48,300	46,300	20,650	48,000	48,000
100-5506-040-52-3103	PROF/GEN/LAW LIAB\INSURAN	698	-	-	-	-	-
Total Services		48,998	48,300	46,300	20,650	48,000	48,000
100-5506-040-53-1102	OPERATING SUPPLIES	996	1,700	1,700	5,498	2,000	2,000
Total Supplies		996	1,700	1,700	5,498	2,000	2,000
Total Capital		-	-	-	-	-	-
100-5506-040-57-2032	COMMUNITIES IN SCHOOLS	-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		49,994	50,000	48,000	26,148	50,000	50,000

040 - Family Connection - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	1,700	-	15,125	-	-
100-33-4120	FAMILY CONNECTION GRANT	49,994	48,300	48,000	11,023	-	50,000
Total Revenues		49,994	50,000	48,000	26,148	-	50,000
Net Surplus/(Deficit)		-	-	-	-	-	-

040 - Family Connection - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

051 - Other Agencies - Appropriations							New Business 01 June 15, 2021
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
100-1510-051-52-3902	UNPLANNED CONTINGENCY	-	-	-	-	-	-
Total Services		-	-	-	-	-	-
		-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-
		-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
100-4220-051-57-2015	CITY OF RINCON RDS	-	-	-	-	-	-
100-4220-051-57-2016	CITY OF GUYTON RDS	-	-	-	-	-	-
100-4220-051-57-2017	CITY OF SPRINGFIELD RDS	-	-	-	-	-	-
100-4220-051-57-2020	CITY OF RINCON - EXCISE TAX	65,906	56,721	66,932	28,129	60,000	70,000
100-4220-051-57-2021	CITY OF GUYTON - EXCISE TAX	12,238	10,532	12,428	5,223	12,000	15,000
100-4220-051-57-2022	CITY OF SPRINGFIELD - EXCISE T	22,187	19,095	22,532	9,469	20,000	25,000
100-5110-051-57-2003	VICTIM WITNESS PROGRAM	32,133	29,541	20,000	12,414	30,000	30,000
100-5110-051-57-2010	HEALTH DEPT BUDGET REQUEST	264,267	264,267	265,000	132,500	265,000	265,000
100-5110-051-57-2011	VETERAN'S PARK	-	-	-	-	-	-
100-5110-051-57-2015	TRANSPORTATION	52,979	50,243	57,000	-	50,000	57,000
100-6100-051-57-2010	CITY OF RINCON REC	-	-	-	-	-	-
100-6100-051-57-2011	CITY OF GUYTON REC	-	-	-	-	-	-
100-6100-051-57-2012	CITY OF SPREINGFIELD REC	-	-	-	-	-	-
100-6510-051-57-2009	LIBRARY	609,308	639,500	660,000	330,000	679,800	679,800
100-7520-051-57-2011	CHAMBER OF COMMERCE	-	-	4,500	4,500	4,500	4,500
100-7140-051-57-1000	FORESTRY STIPEND	-	-	-	-	3,600	3,600
100-7520-051-57-2021	GA'S CIVIL WAR HERITAGE TRAILS INC	500	-	-	-	500	500
100-3800-051-61-1005	OPERATING XFER OUT (E-911)	-	-	-	-	175,930	191,013
100-5520-051-61-1000	OPERATING XFER OUT (SR. ACTIVITIES)	-	-	-	-	-	126,894
100-4205-051-61-1010	OPERATING XFER OUT (SPEC TAX DIST)	-	-	-	-	906,000	906,000
100-4310-051-61-1004	OPERATING XFER OUT (LANDFILL)	-	66,000	64,100	-	65,490	65,490
Total Other		1,059,517	1,135,899	1,172,492	522,235	2,272,820	2,439,797
Total Appropriations		1,059,517	1,135,899	1,172,492	522,235	2,272,820	2,439,797
051 - Other Agencies - Revenues							
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	1,504,287
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	548,846
	OTHER GENERAL REVENUES	-	-	-	-	-	356,664
	COMBINED REVENUES PRIOR YEAR	1,027,385	1,106,358	1,142,492	511,614	-	-
100-35-1203	VICTIM WITNESS PROGRAM	32,133	29,541	30,000	10,621	-	30,000
Total Revenues		1,059,517	1,135,899	1,172,492	522,235	-	2,439,797
Net Surplus/(Deficit)		-	-	-	-	-	0
051 - Other Agencies - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
						0	
Total Personnel		0	0	0	0	0	

053 - Probation - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3450-053-51-1100	SALARIES	170,412	169,261	170,569	84,412	173,439	175,642
100-3450-053-51-1101	RAISES	-	-	-	-	-	-
100-3450-053-51-1300	OVERTIME	1,227	993	-	-	-	-
100-3450-053-51-2101	MED/LIFE INSURANCE	1,154	1,585	1,300	929	1,300	1,300
100-3450-053-51-2102	HEALTH INSURANCE	35,533	42,993	54,808	16,877	54,055	54,055
100-3450-053-51-2200	PAYROLL TAXES	12,817	12,398	13,049	6,356	13,268	13,437
100-3450-053-51-2401	RETIREMENT	9,733	9,146	10,234	4,559	10,406	10,539
100-3450-053-51-2600	UNEMPLOYMENT	115	140	141	-	141	141
100-3450-053-51-2700	WORKMEN'S COMPENSATION	2,511	2,890	2,813	1,398	2,580	2,621
Total Personnel		233,502	239,407	252,912	114,532	255,189	257,734
100-3450-053-52-1306	PEST CONTROL	120	210	510	45	-	510
100-3450-053-52-2202	R & M - GENERAL(BUILDING)	72	1,214	1,500	-	-	1,500
100-3450-053-52-2208	COMPUTER MAINT. AGREEMENTS	2,400	2,400	2,400	1,200	4,800	4,800
100-3450-053-52-2321	OPERATING LEASES/RENTAL COPIER	1,985	1,881	2,000	982	2,000	2,000
100-3450-053-52-2321-2	ALARM MONITORING	349	370	500	-	-	500
100-3450-053-52-2321-3	CONTRACT ANKLE BRACLET MONITOR	3,379	4,618	2,500	219	2,500	-
100-3450-053-52-3101	PROPERTY INSURANCE	250	195	200	195	200	200
100-3450-053-52-3103	PROF/GEN/LAW LIAB/INS	1,441	1,527	1,530	1,527	1,530	1,530
100-3450-053-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	-	-	-	-
100-3450-053-52-3201	TELEPHONE	1,369	1,336	1,400	1,532	3,100	3,100
100-3450-053-52-3701	PER DIEM & TRAVEL	421	415	500	-	500	500
100-3450-053-52-3705	MEMBERSHIP DUES	159	100	600	108	600	600
100-3450-053-52-3915	BACKGROUND CHECKS	8	-	-	17	35	35
Total Services		11,955	14,266	13,640	5,825	15,265	15,275
100-3450-053-53-1101	OFFICE SUPPLIES	2,104	1,396	3,000	363	3,000	3,000
100-3450-053-53-1104	POSTAGE	210	110	200	112	200	200
100-3450-053-53-1210	UTILITIES	3,427	3,880	4,000	1,857	4,000	4,000
100-3450-053-53-1270	GAS & DIESEL FUEL	-	10	100	-	100	100
Total Supplies		5,741	5,395	7,300	2,331	7,300	7,300
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		251,198	259,068	273,852	122,688	277,754	280,309

053 - Probation - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	39,832
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	14,533
	OTHER GENERAL REVENUES	-	-	-	-	-	9,444
	COMBINED REVENUES PRIOR YEAR	26,314	3,723	78,352	47,992	-	-
100-34-1121	PROBATION FEES	109,980	123,166	106,000	40,637	-	109,000
100-34-1122	PROBATION FEE ANKLE MONITORING	1,362	6,000	3,500	-	-	1,500
100-35-1121	PRE-TRIAL DIVERSION FEES	113,543	126,179	86,000	34,060	-	106,000
Total Revenues		251,198	259,068	273,852	122,688	-	280,309
Net Surplus/(Deficit)		-	-	-	-	-	(0)

053 - Probation - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
ADMINISTRATIVE ASSISTANT			1		1
CHIEF PROBATION OFFICER		1			1
PROBATION OFFICER			2		2
Total Personnel	0	1	3	0	4

058 - Coroner - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3700-058-51-2102	HEALTH INSURANCE	7,950	8,905	8,953	-	10,785	10,785
Total Personnel		7,950	8,905	8,953	-	10,785	10,785
100-3700-058-52-2208	COMPUTER MAINT AGREEMENT	-	-	150	-	150	150
100-3700-058-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	-	-	-	880
100-3700-058-52-3201	TELEPHONE	1,535	1,472	2,000	767	2,000	2,000
100-3700-058-52-3201-1	PAGERS/LINKS/CELLS	-	-	-	-	-	-
100-3700-058-52-3201-2	TELEPHONE 754-2186	-	-	-	-	-	-
100-3700-058-52-3500	AUTO ALLOWANCE	3,275	3,300	3,300	1,650	3,600	-
100-3700-058-52-3609	CORONER FEES	23,800	27,125	29,050	12,425	29,750	29,750
100-3700-058-52-3616	REMOVAL (FUNERAL HOME)	8,333	10,000	16,000	4,158	16,000	16,000
100-3700-058-52-3701	PER DIEM & TRAVEL	2,264	2,828	3,000	1,864	3,000	3,000
100-3700-058-52-3702	TRAINING SCHOOLS & SEMINARS	1,767	1,080	1,100	720	1,100	1,100
100-3700-058-52-3705	MEMBERSHIP DUES	225	-	300	-	300	300
100-3700-058-52-3909	PAUPER'S FUNERAL	-	1,000	3,300	-	3,300	3,300
Total Services		41,197	46,805	58,200	21,584	59,200	56,480
100-3700-058-53-1101	OFFICE SUPPLIES	621	500	1,500	813	1,500	1,500
100-3700-058-53-1102	OPERATING SUPPLIES	2,710	1,941	3,000	1,710	3,500	3,500
100-3700-058-53-1104	POSTAGE	-	-	100	-	100	100
Total Supplies		3,331	2,441	4,600	2,523	5,100	5,100
100-3700-058-54-2201	AUTOS & TRUCKS	-	-	-	-	65,000	32,721
100-3700-058-54-2502	OTHER EQUIP	-	-	-	-	96,200	8,200
Total Capital		-	-	-	-	161,200	40,921
100-3700-058-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	6,597
Total Other		-	-	-	-	-	6,597
Total Appropriations		52,479	58,150	71,753	24,107	236,285	119,882

058 - Coroner - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	74,835
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	27,304
	OTHER GENERAL REVENUES	-	-	-	-	-	17,743
	COMBINED REVENUES PRIOR YEAR	52,479	58,150	71,753	24,107	-	-
Total Revenues		52,479	58,150	71,753	24,107	-	119,882
Net Surplus/(Deficit)		-	-	-	-	-	-

058 - Coroner - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
CORONER				1	1
Total Personnel	0	0	0	1	1

060 - Vehicle Maintenance - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
Total Personnel							
100-1500-060-52-2200	VEHIC MAINT - MAGISTRATE	2,708	1,739	2,000	2,543	2,800	2,000
100-1500-060-52-2201	VEHIC MAINT - COMMISSIONERS	713	1,067	1,000	299	2,000	1,000
100-1500-060-52-2202	VEHIC MAINT - TAX ASSESSORS	6,472	7,626	4,000	2,562	7,200	4,000
100-1500-060-52-2203	VEHIC MAINT - TAX COMM	413	290	700	-	1,500	700
100-1500-060-52-2204	VEHIC MAINT - FACILITIES MAINT	8,329	7,174	1,400	7,475	15,000	3,000
100-1500-060-52-2205	VEHIC MAINT - PRISON	15,401	18,142	10,000	10,203	20,000	10,000
100-1500-060-52-2206	VEHIC MAINT - SHERIFF	272,595	260,318	200,000	162,819	280,000	200,000
100-1500-060-52-2207	VEHIC MAINT - EMS	93,330	110,314	75,000	88,861	120,000	75,000
100-1500-060-52-2208	VEHIC MAINT - ANIMAL SHELTER	245	745	1,000	1,768	3,000	1,000
100-1500-060-52-2209	VEHIC MAINT - UGA EXTENSION	3,864	691	4,000	1,286	2,800	2,800
100-1500-060-52-2210	VEHIC MAINT - FLEET	12,290	7,628	10,000	75	7,500	7,500
100-1500-060-52-2211	VEHIC MAINT - POOL	2,530	-	3,000	-	-	1,000
100-1500-060-52-2212	VEHIC MAINT - ELECTIONS	952	-	1,000	-	1,500	1,000
100-1500-060-52-2213	VEHIC MAINT - EMA	630	4	1,000	-	1,500	1,000
100-1500-060-52-2214	VEHIC MAINT - FINANCE	784	542	1,000	332	1,500	-
100-1500-060-52-2215	VEHIC MAINT - SOLICITOR	-	227	1,000	278	1,500	1,000
100-1500-060-52-2216	VEHIC MAINT - HR	-	-	-	-	-	1,000
100-1500-060-52-3102	Auto,Trk,EQ Insurance	1,135	1,512	1,520	1,512	-	1,520
Total Services		422,393	418,019	317,620	280,014	467,800	313,520
Total Supplies							
100-1500-060-54-2201	AUTOS & TRUCKS	-	-	-	-	-	31,640
100-1500-060-54-2502	OTHER EQUIPMENT	-	8,600	-	-	-	-
Total Capital		-	8,600	-	-	-	31,640
100-1500-060-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	6,365
Total Other		-	-	-	-	-	6,365
Total Appropriations		422,393	426,619	317,620	280,014	467,800	351,525

060 - Vehicle Maintenance - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	219,435
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	80,062
	OTHER GENERAL REVENUES	-	-	-	-	-	52,028
	COMBINED REVENUES PRIOR YEAR	422,393	426,619	317,620	280,014	-	-
Total Revenues		422,393	426,619	317,620	280,014	-	351,525
Net Surplus/(Deficit)		-	-	-	-	-	-

060 - Vehicle Maintenance - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

062 - Inmate Medical - Appropriations						New Business 01 June 15, 2021	
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
100-3326-062-52-1101	JAIL HEALTH SERVICES	125,246	124,985	125,000	118,466	340,000	209,178
100-3420-062-52-1101	PRISON HEALTH SERVICES	125,021	124,985	125,000	118,466	150,000	209,178
100-3420-062-52-3201-1	PAGER/LINCS/CELLS	-	-	-	-	-	-
Total Services		250,268	249,969	250,000	236,933	490,000	418,356
100-3326-062-53-1102	MEDICAL BILLINGS - JAIL	148,281	150,197	100,000	132,657	100,000	150,000
100-3420-062-53-1102	MEDICAL BILLINGS - PRISON	18,326	17,438	60,000	5,604	60,000	60,000
Total Supplies		166,607	167,635	160,000	138,261	160,000	210,000
		-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		416,875	417,604	410,000	375,193	650,000	628,356
062 - Inmate Medical - Revenues							
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	392,244
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	143,112
	OTHER GENERAL REVENUES	-	-	-	-	-	93,000
	COMBINED REVENUES PRIOR YEAR	416,875	417,604	410,000	375,193	-	-
Total Revenues		416,875	417,604	410,000	375,193	-	628,356
Net Surplus/(Deficit)		-	-	-	-	-	-
062 - Inmate Medical - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
							0
Total Personnel		0	0	0	0		0

070 - Board of Equalization - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-2900-070-51-1100	SALARIES	6,330	7,989	6,774	461	-	-
100-2900-070-51-1101	RAISES	-	-	-	-	-	-
100-2900-070-51-1300	OVERTIME	12	26	-	-	-	-
100-2900-070-51-2101	MEDICAL/LIFE INSURANCE	4	-	-	-	-	-
100-2900-070-51-2102	HEALTH INSURANCE	236	-	-	-	-	-
100-2900-070-51-2200	PAYROLL TAXES	486	613	518	35	-	-
100-2900-070-51-2401	RETIREMENT	(2)	-	-	-	-	-
100-2900-070-51-2600	UNEMPLOYMENT	32	25	35	2	-	-
100-2900-070-51-2700	WORKMENS COMPENSATION	26	32	24	2	-	-
Total Personnel		7,125	8,685	7,352	499	-	-
100-2900-070-52-1102	APPEAL BOARD	4,290	6,670	5,000	3,040	6,000	6,000
100-2900-070-52-3103	PROF/GEN/LAW LIAB/INS	46	46	50	46	-	-
100-2900-070-52-3301	MISCELLANEOUS	3,000	3,000	2,500	750	2,500	2,500
100-2900-070-52-3500	AUTO ALLOWANCE	461	355	400	-	400	400
100-2900-070-52-3702	TRAINING SCHOOL	150	325	500	119	500	500
Total Services		7,946	10,396	8,450	3,955	9,400	9,400
100-2900-070-53-1101	OFFICE SUPPLIES	-	-	600	-	-	-
100-2900-070-53-1104	POSTAGE	-	-	-	-	600	600
Total Supplies		-	-	600	-	600	600
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		15,071	19,081	16,402	4,455	10,000	10,000

070 - Board of Equalization - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	6,242
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	2,278
	OTHER GENERAL REVENUES	-	-	-	-	-	1,480
	COMBINED REVENUES PRIOR YEAR	15,071	19,081	16,402	4,455	-	-
Total Revenues		15,071	19,081	16,402	4,455	-	10,000
Net Surplus/(Deficit)		-	-	-	-	-	-

070 - Board of Equalization - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

111 - County Manager - Appropriations

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1320-111-51-1100	SALARIES	-	-	-	-	279,998	331,791
100-1320-111-51-1101	RAISES	-	-	-	-	-	-
100-1320-111-51-1300	OVERTIME	-	-	-	-	-	-
100-1320-111-51-2101	MEDICAL/LIFE SUPPLEMENTAL	-	-	-	-	1,056	1,219
100-1320-111-51-2102	HEALTH INSURANCE	-	-	-	-	53,657	66,127
100-1320-111-51-2200	PAYROLL TAXES	-	-	-	-	21,420	25,382
100-1320-111-51-2401	RETIREMENT	-	-	-	-	16,800	19,907
100-1320-111-51-2600	UNEMPLOYMENT	-	-	-	-	141	176
100-1320-111-51-2700	WORKMEN'S COMPENSATION	-	-	-	-	868	1,029
Total Personnel		-	-	-	-	373,940	445,631
100-1320-111-52-1101	CONSULTANT	-	-	-	-	-	5,000
100-1320-111-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	-	-	-	-	100,000
100-1320-111-52-2321	OPERATING LEASES/RENTAL COPIER	-	-	-	-	-	2,500
100-1320-111-52-3102	AUTO,TRUCK,EQUIPMENT INSURANCE	-	-	-	-	-	2,640
100-1320-111-52-3103	PROF/GEN/LAW LIAB\INSURAN	-	-	-	-	-	1,750
100-1320-111-52-3201	TELEPHONE	-	-	-	-	-	3,100
100-1320-111-52-3301	ADVERTISEMENT	-	-	-	-	-	2,500
100-1320-111-52-3500	AUTO ALLOWANCE	-	-	-	-	-	7,200
100-1320-111-52-3701	PER DIEM & TRAVEL	-	-	-	-	-	3,571
100-1320-111-52-3702	TRAINING SCHOOLS & SEMINA	-	-	-	-	-	2,500
100-1320-111-52-3705	MEMBERSHIP DUES	-	-	-	-	-	3,000
100-1320-111-52-3900	OTHER PURCHASED SERVICES	-	-	-	-	-	100,000
Total Services		-	-	-	-	-	233,761
100-1320-111-53-1101	OFFICE SUPPLIES	-	-	-	-	-	3,000
100-1320-111-53-1102	OPERATING SUPPLIES	-	-	-	-	-	2,000
100-1320-111-53-1270	GAS & DIESEL FUEL	-	-	-	-	-	3,000
100-1320-111-53-1402	PRINTING & PUBLICATIONS	-	-	-	-	-	500
Total Supplies		-	-	-	-	-	8,500
100-1320-111-54-2201	AUTOS & TRUCKS	-	-	-	-	-	43,980
Total Capital		-	-	-	-	-	43,980
100-1320-111-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	8,767
Total Other		-	-	-	-	-	8,767
Total Appropriations		-	-	-	-	373,940	740,639

111 - County Manager - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	462,335
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	168,685
	OTHER GENERAL REVENUES	-	-	-	-	-	109,619
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-
Total Revenues		-	-	-	-	-	740,639
Net Surplus/(Deficit)		-	-	-	-	-	(0)

111 - County Manager - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
COUNTY MANAGER		1			1
PROJECT MANAGER		1			1
EXECUTIVE ASSISTANT			1		1
PURCHASING AGENT		1			1
					0
Total Personnel	0	3	1	0	4

117 - Sheriff's Office SRO - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-3310-117-51-1100	SALARIES	319,132	351,696	345,832	162,478	348,789	366,216
100-3310-117-51-1101	RAISES	-	-	-	-	-	-
100-3310-117-51-1300	OVERTIME	23,086	31,980	23,336	15,089	23,535	24,441
100-3310-117-51-2101	MEDICAL/LIFE SUPPLEMENTAL	1,960	3,041	2,600	1,562	2,600	2,600
100-3310-117-51-2102	HEALTH INSURANCE	79,475	90,676	108,426	41,357	141,181	141,181
100-3310-117-51-2200	PAYROLL TAXES	24,530	27,402	28,241	12,918	28,483	29,885
100-3310-117-51-2401	RETIREMENT	18,361	19,837	22,150	9,391	22,339	23,439
100-3310-117-51-2600	UNEMPLOYMENT	260	293	281	70	281	281
100-3310-117-51-2700	WORKMEN'S COMPENSATION	8,548	9,833	9,340	4,492	8,824	9,259
Total Personnel		475,352	534,758	540,205	247,356	576,032	597,302
100-3310-117-52-2201-1	FIRST SERVICES LABOR	-	-	-	-	-	-
100-3310-117-52-2201-2	FIRST SERVICES O/H	-	-	-	-	-	-
100-3310-117-52-2201-5	FIRST SERVICES PARTS	-	-	-	-	-	-
100-3310-117-52-3102	AUTO,TRK,EQ - INSURANCE	2,271	5,293	5,300	5,293	5,300	5,300
100-3310-117-52-3103	PROF/GEN/LAW LIAB\INSURAN	2,854	3,324	3,350	3,324	3,350	3,350
Total Services		5,125	8,617	8,650	8,617	8,650	8,650
100-3310-117-53-1270	GAS & DIESEL FUEL	19,526	18,517	13,000	9,218	18,500	21,850
Total Supplies		19,526	18,517	13,000	9,218	18,500	21,850
Total Capital		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		500,003	561,892	561,855	265,191	603,182	627,802

117 - Sheriff's Office SRO - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	174,663
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	63,727
	OTHER GENERAL REVENUES	-	-	-	-	-	41,412
	COMBINED REVENUES PRIOR YEAR	143,489	160,778	180,967	265,191	-	-
100-33-1116	COPS IN SCHOOL	356,515	401,114	380,888	-	-	348,000
Total Revenues		500,003	561,892	561,855	265,191	-	627,802
Net Surplus/(Deficit)		-	-	-	-	-	0

117 - Sheriff's Office SRO - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
SCHOOL RESOURCE DEPUTY			6		6
CORPORAL (SCHOOL RESOURCE OFFICER)			1		1
SERGEANT (SCHOOL RESOURCE OFFICER)			1		1
Total Personnel	0	0	8	0	8

136 - Information Technology - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-1535-136-51-1100	SALARIES	228,218	302,589	345,132	144,281	356,834	364,545
100-1535-136-51-1101	RAISES	-	-	-	-	-	-
100-1535-136-51-1300	OVERTIME	2,441	5,716	-	1,253	-	-
100-1535-136-51-2101	MEDICAL/LIFE INSURANCE	1,363	2,432	2,112	1,427	2,275	2,275
100-1535-136-51-2102	HEALTH INSURANCE	33,435	50,736	76,295	27,304	115,699	115,699
100-1535-136-51-2200	PAYROLL TAXES	17,182	23,045	26,403	10,840	27,298	27,888
100-1535-136-51-2401	RETIREMENT	10,599	16,104	20,708	6,779	21,410	21,873
100-1535-136-51-2600	UNEMPLOYMENT	179	211	246	-	246	246
100-1535-136-51-2700	WORKMEN'S COMPENSATION	948	1,180	1,242	524	1,106	1,130
Total Personnel		294,364	402,014	472,138	192,408	524,867	533,655
100-1535-136-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	25,282	50,000	20,388	50,000	-
100-1535-136-52-2208	COMPUTER MAINT. AGREEMNTS	114,930	93,250	99,000	43,841	131,400	131,400
100-1535-136-52-2208-2	COMPUTER MAINT. AGREEMNTS GIS	-	-	51,000	2,400	51,000	-
100-1535-136-52-3103	PROF/GEN/LAW LIAB\INSURANCE	1,920	2,355	2,500	2,355	2,500	2,500
100-1535-136-52-3201	TELEPHONE	1,193	5,037	5,583	2,393	4,272	4,790
100-1535-136-52-3201-2	TELEPHONE - GIS	-	-	894	-	-	-
100-1535-136-52-3701	PER DIEM & TRAVEL	47	-	2,000	-	2,000	2,000
100-1535-136-52-3702	TRAINING SCHOOLS & SEMINARS	-	-	1,500	-	1,500	1,500
Total Services		118,089	125,923	212,477	71,376	242,672	142,190
100-1535-136-53-1101	OFFICE SUPPLIES	222	-	1,000	867	1,000	1,000
100-1535-136-53-1102	OPERATING SUPPLIES	36,568	3,423	16,500	1,939	16,500	16,500
100-1535-136-53-1104	POSTAGE	-	-	200	-	200	200
100-1535-136-53-1270	GAS & DIESEL FUEL	-	-	500	-	500	500
Total Supplies		36,790	3,423	18,200	2,806	18,200	18,200
100-1535-136-54-2503	COMPUTERS,SERVERS AND OTHER EQ	-	21,232	140,000	20,484	107,515	107,515
Total Capital		-	21,232	140,000	20,484	107,515	107,515
Total Other		-	-	-	-	-	-
Total Appropriations		449,244	552,592	842,815	287,074	893,254	801,560

136 - Information Technology - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	499,409
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	182,212
	OTHER GENERAL REVENUES	-	-	-	-	-	118,409
	COMBINED REVENUES PRIOR YEAR	448,969	552,592	840,785	287,064	-	-
100-34-1930	SALE OF MAPS	-	-	30	-	-	30
100-34-1931	GIS MAPS & OTHER FEES	275	-	2,000	10	-	1,500
100-37-1004	PLANTER'S WIFI GRANT	-	-	-	-	-	-
Total Revenues		449,244	552,592	842,815	287,074	-	801,560
Net Surplus/(Deficit)		-	-	-	-	-	(0)

136 - Information Technology - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
DIRECTOR OF INFORMATION TECHNOLOGY		1			1
DESKTOP TECHNICIAN			3		3
INFORMATION SYSTEMS TECHNICIAN			1		1
NETWORK SPECIALIST		1			1
DEPUTY DIRECTOR OF INFORMATION TECHNOLOGY		1			1
Total Personnel	0	3	4	0	7

225 - Geographic Information Systems - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
100-7403-225-51-1100	SALARIES	-	-	-	18,873	90,459	91,853
100-7403-225-51-1101	RAISES	-	-	-	-	-	-
100-7403-225-51-1300	OVERTIME	-	-	-	153	-	-
100-7403-225-51-2101	MEDICAL/LIFE INSURANCE	-	-	-	133	650	650
100-7403-225-51-2102	HEALTH INSURANCE	-	-	-	2,387	49,881	49,881
100-7403-225-51-2200	PAYROLL TAXES	-	-	-	1,373	6,920	7,027
100-7403-225-51-2401	RETIREMENT	-	-	-	971	5,428	5,511
100-7403-225-51-2600	UNEMPLOYMENT	-	-	-	21	70	70
100-7403-225-51-2700	WORKER'S COMPENSATION	-	-	-	69	280	285
Total Personnel		-	-	-	23,979	153,688	155,276
100-7403-225-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	-	-	-	-	169,356
100-7403-225-52-2201-2	FIRST SERVICES O/H	-	-	-	-	500	500
100-7403-225-52-2208	COMPUTER MAINT. AGREEMENTS	-	-	-	-	-	54,315
100-7403-225-52-2321	OPERATING LEASES/RENTAL COPIER	-	-	-	-	440	440
100-7403-225-52-3102	AUTO,TRK,EQ-INSURANCE	-	-	-	-	500	500
100-7403-225-52-3103	PROF/GEN/LAW LIAB/INS	-	-	-	-	500	500
100-7403-225-52-3106	PEST CONTROL	-	-	-	-	150	150
100-7403-225-52-3201	TELEPHONE	-	-	-	76	500	600
100-7403-225-52-3301	ADVERTISEMENT	-	-	-	-	100	100
100-7403-225-52-3701	PER DIEM & TRAVEL	-	-	-	-	1,000	1,000
100-7403-225-52-3702	TRAINING SCHOOLS & SEMINARS	-	-	-	-	1,000	1,000
100-7403-225-52-3705	MEMBERSHIP DUES	-	-	-	-	1,000	1,000
Total Services		-	-	-	76	5,690	229,461
100-7403-225-53-1101	OFFICE SUPPLIES	-	-	-	-	1,000	1,000
100-7403-225-53-1103	OPERATING SUPPLIES	-	-	-	-	750	750
100-7403-225-53-1104	POSTAGE	-	-	-	-	200	200
100-7403-225-53-1210	UTILITIES	-	-	-	-	50	50
100-7403-225-53-1270	GAS/FUEL	-	-	-	-	1,200	1,200
100-7403-225-53-1301	GROCERIES	-	-	-	-	100	-
100-7403-225-53-1402	PRINTING/PUBLICATION	-	-	-	-	500	500
100-7403-225-53-1701	UNIFORMS	-	-	-	-	100	100
Total Supplies		-	-	-	-	3,900	3,800
100-7403-225-54-2502	OTHER EQUIPMENT	-	-	-	-	3,000	-
Total Capital		-	-	-	-	3,000	-
Total Other		-	-	-	-	-	-
Total Appropriations		-	-	-	24,055	166,278	388,537

225 - Geographic Information Systems - Revenues

GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	242,540
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	88,492
	OTHER GENERAL REVENUES	-	-	-	-	-	57,506
	COMBINED REVENUES PRIOR YEAR	-	-	-	24,055	-	-
Total Revenues		-	-	-	24,055	-	388,537
Net Surplus/(Deficit)		-	-	-	-	-	(0)

225 - Geographic Information Systems - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
GIS COORDINATOR			1		1
GIS TECHNICIAN			1		1
Total Personnel	0	0	2	0	2

Special Funds Overview

2022

The County maintains many special revenue funds and four enterprise funds. Special revenues include revenues legally restricted to expenditures for special purposes. Enterprise funds consist of Water & Sewer, WWTP, Sanitation, and Dry Waste & Recycling Center, where user fees are intended to cover the cost of services. Project length budgeting is used for SPLOST and other capital. These are based upon our short term work program projects and their respective budgets. Funds for these projects are often subject to changes from year to year. Funding sources for the SPLOST projects come from both SPLOST, impact fees and funding from the Department of Transportation. The special tax district funds originate from franchise fees, payment in lieu of tax and state insurance premium contributions. Service delivery agreements added the Dry Waste & Recycling Center, Development Services, and Seniors Activity funds.

Special Tax District Overview

2022

The County allocates specific funding towards the unincorporated area of the County. Referenced as a Special Tax District, this was a result of service delivery negotiations and agreements established in 2011 with the cities of Guyton, Rincon, and Springfield. Specific funding sources applied to the Special Tax District for the benefit of the unincorporated residents include state insurance premium allocations, franchise fees, and payments in lieu of tax. These funding sources are used to offset the cost of services that are for the direct benefit of the unincorporated area of the County only. As a result of the roads and recreation millage and beginning with the FY 2019 budget, the Public Works department and Recreation & Sports Management department were moved into the Special Tax District, and the Parks & Landscapes department was created.

FISCAL YEAR 2019/2020/2021/2022 SPECIAL FUNDS DEPARTMENT TOTALS

Dept. #	Special Funds	Budget FY 2019	Budget FY 2020	Budget FY 2021	Budget FY 2022	Net Change	% Change
001	Special Tax District	6,701,999	5,979,140	1,989,336	1,385,915	(603,422)	-30.3%
023	Sanitation	3,310,131	3,420,091	3,497,680	4,062,963	565,283	16.2%
025	Public Works	1,708,100	1,754,200	1,799,991	2,225,175	425,184	23.6%
029	Recreation & Sports Management	1,216,500	1,278,440	965,132	1,486,416	521,284	54.0%
030	Parks & Landscapes	576,274	555,890	595,498	838,620	243,122	40.8%
035	E-911	1,196,486	1,023,267	1,191,092	1,491,033	299,942	25.2%
036	Federal Drug	50,000	50,000	50,000	50,000	-	0.0%
037	SPLOST Roads	8,783,500	8,438,938	3,765,824	3,686,985	(78,839)	-2.1%
038	SPLOST Public Buildings	853,474	1,875,000	205,000	-	(205,000)	-100.0%
039	SPLOST Recreation	1,255,435	675,122	4,773,520	1,264,620	(3,508,900)	-73.5%
041	SPLOST Vehicles and Equip	3,097,590	1,698,576	1,412,280	2,537,380	1,125,100	79.7%
042	Debt Service	-	-	-	7,093,808	7,093,808	0.0%
047	SPLOST Drainage	289,000	539,000	1,096,000	2,039,000	943,000	86.0%
055	Fire & Rescue	7,033,287	6,532,047	5,673,590	6,785,791	1,112,201	19.6%
061	Wastewater Treatment Plant	1,831,482	1,295,782	1,348,655	1,724,724	376,069	27.9%
065	SPLOST Technology	200,000	-	-	-	-	0.0%
067	Impact Fees Roads	845,862	-	-	-	-	0.0%
099	SPLOST Cities	2,408,751	2,264,788	2,330,098	2,581,320	251,222	10.8%
100	SPLOST Water & Sewer	-	-	-	8,500,000	8,500,000	0.0%
105	Water and Sewer Operating	3,728,153	3,247,653	3,458,442	7,752,017	4,293,575	124.1%
106	Water Projects	6,580,690	6,151,000	5,958,031	3,770,822	(2,187,209)	-36.7%
153	Drug Abuse Treatment & Education	25,000	25,000	30,500	23,900	(6,600)	-21.6%
219	Sheriff Special Revenue	269,898	269,898	500,000	500,000	-	0.0%
223	Dry Waste & Recycling Center	66,000	66,000	66,000	67,390	1,390	2.1%
230	Juvenile Services	2,500	2,500	2,500	2,500	-	0.0%
236	State Drug Account	50,000	50,000	50,000	50,000	-	0.0%
240	Jail Construction & Staffing	50,000	50,000	60,000	60,000	-	0.0%
245	Prison Commissary	126,500	125,000	180,000	180,000	-	0.0%
272	Development Services	803,440	848,360	1,037,859	1,543,592	505,733	48.7%
273	Senior Citizens Activity	108,758	113,828	121,401	130,394	8,993	7.4%
274	Hospital Indigent	3,600,000	3,600,000	3,600,000	3,600,000	-	0.0%
276	Hotel / Motel Tax	10,000	10,000	14,000	15,000	1,000	7.1%
335	TSPLOST	-	-	-	32,894,894	32,894,894	0.0%
560	Stormwater	-	-	-	300,800	300,800	0.0%
600	Self-funded Insurance	-	-	-	6,503,655		
		\$ 56,778,810	\$ 51,939,520	\$ 45,772,429	\$ 105,148,713	\$ 52,872,630	129.7%

FISCAL YEAR 2019/2020/2021/2022 SPECIAL FUNDS PERSONNEL TOTALS

Dept. #	Special Funds	Budget FY 2019	Budget FY 2020	Budget FY 2021	Budget FY 2022	Net Change	% Change
001	Special Tax District	-	-	-	-	-	0.0%
023	Sanitation	41,702	42,486	43,497	42,433	(1,064)	-2.4%
025	Public Works	-	-	-	-	-	0.0%
029	Recreation & Sports Management	624,650	650,990	584,982	771,609	186,627	31.9%
030	Parks & Landscapes	409,660	413,090	386,998	433,886	46,888	12.1%
035	E-911	811,729	837,607	940,569	1,217,598	277,030	29.5%
036	Federal Drug	-	-	-	-	-	0.0%
037	SPLOST Roads	-	-	-	-	-	0.0%
038	SPLOST Public Buildings	-	-	-	-	-	0.0%
039	SPLOST Recreation	-	-	-	-	-	0.0%
041	SPLOST Vehicles and Equip	-	-	-	-	-	0.0%
042	Debt Service	-	-	-	-	-	0.0%
047	SPLOST Drainage	-	-	-	-	-	0.0%
055	Fire & Rescue	2,872,920	3,032,597	3,417,240	3,750,494	333,254	9.8%
061	Wastewater Treatment Plant	-	-	-	-	-	0.0%
065	SPLOST Technology	-	-	-	-	-	0.0%
067	Impact Fees Roads	-	-	-	-	-	0.0%
099	SPLOST Cities	-	-	-	-	-	0.0%
100	SPLOST Water & Sewer	-	-	-	-	-	0.0%
105	Water and Sewer Operating	-	-	-	-	-	0.0%
106	Water Projects	-	-	-	-	-	0.0%
153	Drug Abuse Treatment & Education	-	-	-	-	-	0.0%
219	Sheriff Special Revenue	-	-	-	-	-	0.0%
223	Dry Waste & Recycling Center	-	-	-	-	-	0.0%
230	Juvenile Services	-	-	-	-	-	0.0%
236	State Drug Account	-	-	-	-	-	0.0%
240	Jail Construction & Staffing	-	-	-	-	-	0.0%
245	Prison Commissary	-	-	-	-	-	0.0%
272	Development Services	746,940	633,120	849,043	918,407	69,364	8.2%
273	Senior Citizens Activity	98,158	105,178	112,751	121,744	8,993	8.0%
274	Hospital Indigent	-	-	-	-	-	0.0%
276	Hotel / Motel Tax	-	-	-	-	-	0.0%
335	TSPLOST	-	-	-	-	-	0.0%
560	Stormwater	-	-	-	-	-	0.0%
600	Self-funded Insurance	-	-	-	-	-	0.0%
		\$ 5,605,759	\$ 5,715,068	\$ 6,335,079	\$ 7,256,171	\$ 921,092	14.5%

001 - Special Tax District - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
		-	-	-	-	-	-	-	-
Total Personnel									
		-	-	-	-	-	-	-	-
Total Services									
		-	-	-	-	-	-	-	-
Total Supplies									
		-	-	-	-	-	-	-	-
Total Capital									
		-	-	-	-	-	-	-	-
270-3510-001-61-1005	OPERATING XFER OUT (BLD INSP/Z	142,440	169,360	158,029	-	-	-	-	282,837
270-3510-001-61-1006	OPERATING XFER OUT (WATER & SE	234,147	169,153	187,932	-	-	-	-	336,107
270-3510-001-61-1007	OPERATING XFER OUT (TO SEN.CIT	103,758	108,828	112,151	-	-	-	-	-
270-3510-001-61-1008	OPERATING XFER OUT (WWTP)	-	939,282	740,135	-	-	-	-	479,792
270-3510-001-61-1009	OPERATING XFER OUT (FIRE)	2,900,000	3,499,998	791,090	-	-	-	-	66,379
270-3510-001-61-1011	OPERATING XFER OUT (GENERAL FU	-	-	-	-	-	-	-	-
270-3510-001-61-1012	OPERATING XFER OUT (SPLOST)	-	-	-	-	-	-	-	-
270-3510-001-61-1013	OPERATING XFER OUT (STORMWATER)	-	-	-	-	-	-	-	220,800
270-3510-001-61-1014	OPERATING XFER OUT (STORMWATER UTIL	-	-	-	-	-	-	-	-
270-6100-001-57-1000	RECREATION PMTS TO CITIES	-	95,379	-	-	-	-	-	-
Total Other		3,380,345	4,982,001	1,989,336	-	-	-	-	1,385,915
Total Appropriations		3,380,345	4,982,001	1,989,336	-	-	-	-	1,385,915

001 - Special Tax District - Revenues

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(367,613)	1,016,505	(1,473,244)	(74,937)	-	-	-	(896,000)
270-31-1194	IN LIEU OF TAX\ GA POWER	514,229	528,410	528,410	-	-	-	-	528,410
270-31-1195	IN LIEU OF TAX\ GEORGIA PACIFI	427,060	453,885	465,000	-	-	-	-	465,000
270-31-1750	CABLEVISION FRANCHISE	300,390	296,748	300,500	74,877	-	-	-	300,500
270-31-6201	INSURANCE PREMIUMS	2,506,189	2,686,418	-	-	-	-	-	-
270-38-9005	MISCELLANEOUS REVENUE	90	35	-	60	-	-	-	-
270-38-9015	CASH CARRY FORWARD (001 PORTION)	-	-	2,168,670	-	-	-	-	82,005
270-39-1200	OP XFER IN (SPEC TAX DIST)	-	-	-	-	-	-	-	906,000
Total Revenues		3,380,345	4,982,001	1,989,336	-	-	-	-	1,385,915
Net Surplus/(Deficit)		-	-	-	-	-	-	-	-

001 - Special Tax District - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

023 - Sanitation - Appropriations							New Business 01 June 15, 2021				
GL Account		GL Name		Actuals		Budget	Actuals		Dept		
		2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022		
540-4310-023-51-1100	SALARIES	20,563		25,867	28,725	14,050	30,035		26,208		
540-4310-023-51-1101	RAISES	-		-	-	-	-		-		
540-4310-023-51-1300	OVERTIME	287		52	-	10	-		-		
540-4310-023-51-2101	MEDICAL/LIFE INSURANCE	235		267	325	171	325		325		
540-4310-023-51-2102	HEALTH INSURANCE	8,364		7,692	10,388	4,738	12,206		12,206		
540-4310-023-51-2200	PAYROLL TAXES	1,918		1,953	2,197	1,076	2,298		2,005		
540-4310-023-51-2401	RETIREMENT	934		1,288	1,723	703	1,802		1,572		
540-4310-023-51-2600	UNEMPLOYMENT	73		35	35	-	35		35		
540-4310-023-51-2700	WORKMEN'S COMPENSATION	101		98	103	51	93		81		
Total Personnel		32,474		37,251	43,497	20,799	46,795		42,433		
540-4310-023-52-1101	CONSULTANT	-		-	-	-	-		-		
540-4310-023-52-1105	MONITORING	17,542		18,042	7,500	800	7,500		7,500		
540-4310-023-52-1308	RECYCLING COLLECTION	-		-	-	-	-		-		
540-4310-023-52-1309	SOLID WASTE COLL.-CURBSIDE	3,375,135		3,707,201	3,438,778	1,950,204	3,541,941		4,005,000		
540-4310-023-52-1314	SOLID WASTE COLL.-LANDFILL	-		-	-	-	-		-		
540-4310-023-52-2201	R&M FIRST SERV VECH MAINT	55		-	-	-	-		-		
540-4310-023-52-2201-1	R&M VEHICLE LABOR	-		-	-	-	-		-		
540-4310-023-52-2201-2	FIRST SERVICES O/H	-		-	-	-	-		-		
540-4310-023-52-2202	R & M GENERAL (BLDG)	-		-	-	-	-		-		
540-4310-023-52-2210	STORM RELATED EPXENSES	-		-	-	-	-		-		
540-4310-023-52-2321	OPERATING LEASES/RENTAL COPIER	-		60	-	90	-		-		
540-4310-023-52-3101	PROPERTY INSURANCE	768		392	400	392	400		400		
540-4310-023-52-3101-1	PROPERTY INSURANCE-LANDFILL	-		-	-	-	-		-		
540-4310-023-52-3101-2	PROPERTY INSURANCE-PORTABLE OF	-		-	-	-	-		-		
540-4310-023-52-3102	AUTO,TRK,EQ INSURANCE	20		15	20	15	20		25		
540-4310-023-52-3103	PROF/GEN/LAW LIAB/INS	258		261	300	261	300		300		
540-4310-023-52-3201	TELEPHONE	970		875	840	478	841		960		
540-4310-023-52-3201-2	TELEPHONE # 912-772-3867	-		-	-	-	-		-		
540-4310-023-52-3201-4	TELEPHONE 754-4668	-		-	-	-	-		-		
540-4310-023-52-4000	RETURNED CHECK EXPENSE	137		-	-	-	-		-		
Total Services		3,394,884		3,726,846	3,447,838	1,952,239	3,551,002		4,014,185		
540-4310-023-53-1101	OFFICE SUPPLIES	-		-	-	-	-		-		
540-4310-023-53-1102	OPERATING SUPPLIES	-		-	-	-	-		-		
540-4310-023-53-1104	POSTAGE	-		-	-	-	-		-		
540-4310-023-53-1210	UTILITIES	226		277	245	124	245		245		
540-4310-023-53-1270	GAS & DIESEL FUEL	-		-	-	-	-		-		
Total Supplies		226		277	245	124	245		245		
		-		-	-	-	-		-		
Total Capital		-		-	-	-	-		-		
540-4310-023-56-1000	DEPRECIATION EXPENSE	6,179		6,179	6,100	-	6,100		6,100		
Total Other		6,179		6,179	6,100	-	6,100		6,100		
Total Appropriations		3,433,763		3,770,553	3,497,680	1,973,162	3,604,141		4,062,963		
023 - Sanitation - Revenues											
GL Account		GL Name		2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
			PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
			LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
			OTHER GENERAL REVENUES	-		-	-	-	-		-
			COMBINED REVENUES PRIOR YEAR	(161,259)		(44,636)	0	(1,623,093)	-		-
540-34-4110			SANITATION	3,461,983		3,658,038	3,375,780	3,497,977	-		3,947,150
540-34-4115			SANITATION-OTHER	106,767		130,208	120,000	97,599	-		113,913
540-36-1005			INTEREST ON INVESTMENT	26,272		26,879	1,900	679	-		1,900
540-38-9005			Miscellaneous Revenue	-		64	-	-	-		-
Total Revenues				3,433,763		3,770,553	3,497,680	1,973,162	-		4,062,963
Net Surplus/(Deficit)				-		-	-	-			0
023 - Sanitation - Personnel											
Title			Elected		FT - Exempt		FT - Regular		PT		Total
		PERMIT TECHNICIAN					1				1
Total Personnel					0	0	1	0			1

025 - Public Works - Appropriations									
New Business 01 June 15, 2021									
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022	
		-	-	-	-	-	-	-	
Total Personnel									
270-4205-025-52-1101	CONSULTANT	175	-	-	-	-	-	-	
270-4205-025-52-1101-1	EOM CONTRACT	985,800	1,017,908	1,024,330	512,165	1,024,330		1,024,330	
270-4205-025-52-1102	ENGINEERING	-	40,184	-	18,089	35,000		35,000	
270-4205-025-52-1211	FILL / HAULING WORK / MOWING	188,981	222,146	228,261	128,397	-		225,000	
270-4205-025-52-1306	PEST CONTROL	275	300	300	110	-		300	
270-4205-025-52-2201	VEHIC MAINT	340,482	261,580	210,000	96,184	210,000		210,000	
270-4205-025-52-2202	R&M - GENERAL(BUILDING)	1,170	-	5,000	-	5,000		5,000	
270-4205-025-52-2203	R & M - GENERAL(EQUIPMNT)	32,304	32,304	33,000	16,152	-		33,000	
270-4205-025-52-2321	OPERATING LEASES/RENTAL COPIER	-	-	-	-	-		-	
270-4205-025-52-3101	PROPERTY INSURANCE	303	-	-	-	-		-	
270-4205-025-52-3102	AUTO,TRK,EQ - INSURANCE	17,145	21,082	21,100	21,082	-		21,100	
270-4205-025-52-3850	CONTRACT LABOR	17,208	-	-	-	-		-	
Total Services		1,583,843	1,595,504	1,521,991	792,179	1,274,330		1,553,730	
270-4205-025-53-1101	OFFICE SUPPLIES	299	-	-	-	-		-	
270-4205-025-53-1102	OPERATING SUPPLIES	149,909	142,296	150,000	116,783	150,000		150,000	
270-4205-025-53-1210	UTILITIES	15,276	16,228	15,000	7,701	-		15,000	
270-4205-025-53-1270	GAS & DIESEL FUEL	171,365	110,642	100,000	55,501	-		162,150	
Total Supplies		336,848	269,166	265,000	179,985	150,000		327,150	
270-4205-025-54-1402	PAVED ROAD MAINT.	-	-	-	-	-		175,000	
270-4205-025-54-2201	AUTOS & TRUCKS	-	-	-	-	-		140,993	
270-4205-025-54-2502	OTHER EQUIPMENT	-	-	13,000	-	3,874,675		-	
Total Capital		-	-	13,000	-	3,874,675		315,993	
270-4205-025-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-		28,302	
Total Other		-	-	-	-	-		28,302	
Total Appropriations		1,920,691	1,864,670	1,799,991	972,164	5,299,005		2,225,175	
025 - Public Works - Revenues									
GL Account	GL Name	Actuals 2019	Actuals 2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022	
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-		2,116,981	
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-		-	
	OTHER GENERAL REVENUES	-	-	-	-	-		-	
	COMBINED REVENUES PRIOR YEAR	1,920,691	1,864,670	1,799,991	972,164	-		-	
270-38-9015	CASH CARRY FORWARD (025 PORTION)	-	-	-	-	-		(32,799)	
270-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-		140,993	
Total Revenues		1,920,691	1,864,670	1,799,991	972,164	-		2,225,175	
Net Surplus/(Deficit)		-	-	-	-	-		0	
025 - Public Works - Personnel									
Title		Elected	FT - Exempt	FT - Regular	PT	Total			
						0			
Total Personnel		0	0	0	0	0			

029 - Recreation & Sports Management - Appropriations

New Business 01
June 5, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		2019	Actuals 2020				
270-6110-029-51-1100	SALARIES	471,498	449,096	419,934	220,624	532,567	548,745
270-6110-029-51-1101	RAISES	-	-	-	-	-	-
270-6110-029-51-1300	OVERTIME	2,189	1,926	-	-	-	-
270-6110-029-51-2101	MEDICAL/LIFE INSURANCE	2,412	3,297	2,600	1,819	2,925	2,925
270-6110-029-51-2102	HEALTH INSURANCE	68,411	83,760	97,781	38,498	138,383	138,383
270-6110-029-51-2200	PAYROLL TAXES	35,162	32,518	32,125	16,312	40,741	41,979
270-6110-029-51-2401	RETIREMENT	19,737	20,466	22,106	10,065	25,584	26,555
270-6110-029-51-2600	UNEMPLOYMENT	651	496	352	151	387	387
270-6110-029-51-2700	WORKMEN'S COMPENSATION	11,279	10,907	10,085	5,228	12,270	12,635
Total Personnel		611,339	602,466	584,982	292,698	752,857	771,609
270-6110-029-52-1306	PEST CONTROL	492	492	500	1,360	1,360	2,720
270-6110-029-52-2201	VEHIC MAINT	11,251	8,900	10,000	3,040	10,000	10,000
270-6110-029-52-2202	R&M - GENERAL (BLDGS)	25,310	16,261	50,000	23,673	50,000	50,000
270-6110-029-52-2203	R&M - GENERAL(EQUIPMNT)	-	-	1,000	400	2,000	2,000
270-6110-029-52-2204	R&M - GENERAL(GROUNDS)	225	-	750	-	750	750
270-6110-029-52-2205	VEHICLE ACCIDENT	5,584	-	-	-	-	-
270-6110-029-52-2321	OPERATING LEASES/RENTAL COPIER	9,262	7,144	5,000	1,761	5,000	3,600
270-6110-029-52-3101	PROPERTY INSURANCE	6,493	7,218	7,300	7,218	7,300	7,300
270-6110-029-52-3102	AUTO,TRK,EQ - INSURANCE	5,173	6,853	6,900	6,853	6,900	6,900
270-6110-029-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,858	3,993	4,000	3,993	4,000	4,000
270-6110-029-52-3201	TELEPHONE	9,441	9,126	9,000	4,553	9,000	9,045
270-6110-029-52-3301	ADVERTISEMENT	5,176	2,954	2,500	1,497	5,000	5,000
270-6110-029-52-3608	OFFICIALS ASSOC FEES	125,941	84,306	50,000	36,229	120,000	110,000
270-6110-029-52-3701	PER DIEM & TRAVEL	13,151	4,704	-	-	5,000	5,000
270-6110-029-52-3702	TRAINING SCHOOLS & SEMINAR	-	-	-	-	1,000	1,000
270-6110-029-52-3705	MEMBERSHIP DUES	125	970	150	-	150	150
270-6110-029-52-4000	RETURNED CHECK EXPENSE	-	300	-	-	-	300
Total Services		221,482	153,221	147,100	90,578	227,460	217,765
270-6110-029-53-1101	OFFICE SUPPLIES	4,245	1,265	2,500	1,169	2,500	2,500
270-6110-029-53-1102	OPERATING SUPPLIES	165,547	154,618	75,000	64,705	190,000	165,000
270-6110-029-53-1103	JANITORIAL SUPPLIES	7,566	2,683	1,250	23	1,250	1,250
270-6110-029-53-1104	POSTAGE	288	222	300	165	300	300
270-6110-029-53-1110	STREET SIGNS	-	-	-	-	-	-
270-6110-029-53-1118	PLANTERS WIFI GRANT	4,198	5,317	6,000	3,181	6,000	6,000
270-6110-029-53-1119	ATLANTA HAWKS SCHOLARSHIP	-	1,276	-	-	-	-
270-6110-029-53-1210	UTILITIES	138,711	143,986	100,000	68,441	130,000	137,000
270-6110-029-53-1240	DISPOSAL ROLLOFFS	9,683	11,124	5,000	5,562	10,000	11,200
270-6110-029-53-1270	GAS & DIESEL FUEL	9,411	6,159	10,000	1,909	10,000	10,000
270-6110-029-53-1301	CONCESSIONS	51,707	21,261	25,000	11,513	50,000	50,000
Total Supplies		391,357	347,911	225,050	156,668	400,050	383,250
270-6110-029-54-1200	SITE IMPROVEMENTS	-	-	-	-	-	35,000
270-6110-029-54-2201	AUTOS & TRUCKS	-	-	-	-	-	49,030
270-6110-029-54-2502	OTHER EQUIP	-	4,588	8,000	27,800	742,000	20,000
Total Capital		-	4,588	8,000	27,800	742,000	104,030
270-6110-029-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	9,762
Total Other		-	-	-	-	-	9,762
Total Appropriations		1,224,177	1,108,186	965,132	567,744	2,122,367	1,486,416

029 - Recreation & Sports Management - Revenues

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	1,188,021	
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-	
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-	
	COMBINED REVENUES PRIOR YEAR	804,992		825,712	737,168	443,405	-	-	-	
270-38-9015	CASH CARRY FORWARD (029 PORTION)	-	-	-	65,114	-	-	-	(107,935)	
270-34-7300	REC DEPT - BASKETBALL	27,195		29,064	15,000	30,204	-	-	30,000	
270-34-7301	REC DEPT - BASKETBALL TOURNAME	7,870		7,025	3,750	2,520	-	-	7,500	
270-34-7302	REC DEPT - BASKETBALL SHORTS	-	-	-	600	-	-	-	1,200	
270-34-7303	REC DEPT - FOOTBALL	15,301		14,066	8,500	8,991	-	-	17,000	
270-34-7304	REC DEPT - FOOTBALL TOURNAMENT	450		4,205	1,500	-	-	-	2,300	
270-34-7305	REC DEPT - BASEBALL	46,994		43,802	17,500	(18)	-	-	45,000	
270-34-7306	REC DEPT - BASEBALL/SOFTBALL S	21,380		2,080	9,000	-	-	-	18,000	
270-34-7307	REC DEPT - YOUTH BASEBALL/SOFT	42,544		13,567	6,000	10,975	-	-	28,000	
270-34-7308	REC DEPT - SOFTBALL	19,502		20,525	7,500	150	-	-	20,000	
270-34-7309	REC DEPT - ADULT SOFTBALL	4,265		1,500	1,250	1,925	-	-	2,800	
270-34-7310	REC DEPT - SOCCER	44,048		45,908	21,500	24,104	-	-	45,000	
270-34-7311	REC DEPT - SOCCER TOURNAMENT	6,785		2,780	1,500	-	-	-	4,700	
270-34-7312	REC DEPT - CHEERLEADER	5,160		9,828	3,500	6,558	-	-	7,500	
270-34-7313	REC DEPT - ADULT VOLLEYBALL	4,512		8,895	2,250	2,689	-	-	6,700	
270-34-7314	REC DEPT - KICKBALL	-	-	-	-	-	-	-	-	
270-34-7315	REC DEPT - PRACTICE FEE	4,225		7,935	2,500	3,460	-	-	6,000	
270-34-7316	REC DEPT - SPRING RUN	3,500		2,644	1,750	-	-	-	3,000	
270-34-7317	REC DEPT - LACROSSE	2,450		2,725	1,000	77	-	-	2,500	
270-34-7318	REC DEPT - YOUTH TRACK	2,260		2,022	750	-	-	-	2,100	
270-34-7319	REC DEPT - CONCESSION	138,985		48,214	50,000	28,410	-	-	90,000	
270-34-7320	REC DEPT - OTHER	21,762		15,690	7,500	4,295	-	-	18,000	
270-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	-	-	49,030	
Total Revenues		1,224,177		1,108,186	965,132	567,744	-	-	1,486,416	
Net Surplus/(Deficit)		-	-	-	-	-	-	-	0	

029 - Recreation & Sports Management - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
	ASST DIR REC AND SPORTS MGMT		1			1
	ATHLETIC COORDINATOR		6			6
	OFFICE MANAGER		1			1
	RECREATION DIRECTOR		1			1
	SEASONAL WORKERS				1	1
	SECURITY				1	1
Total Personnel		0	9	0	2	11

030 - Parks & Landscapes - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
270-6220-030-51-1100	SALARIES	263,087		272,244	135,364		333,861		307,852
270-6220-030-51-1101	RAISES	-		-	-		-		-
270-6220-030-51-1300	OVERTIME	736		-	13		3,610		2,797
270-6220-030-51-2101	MEDICAL/LIFE INSURANCE	1,641		1,950	1,317		2,275		1,950
270-6220-030-51-2102	HEALTH INSURANCE	59,158		69,231	26,900		97,956		73,016
270-6220-030-51-2200	PAYROLL TAXES	19,301		20,827	10,210		25,817		23,765
270-6220-030-51-2401	RETIREMENT	12,251		15,367	6,698		18,292		16,521
270-6220-030-51-2600	UNEMPLOYMENT	268		246	35		316		281
270-6220-030-51-2700	WORKMEN'S COMPENSATION	6,948		7,133	3,515		8,369		7,704
Total Personnel		363,389	363,397	386,998	184,053		490,496		433,886
270-6220-030-52-1101	CONSULATANT	-		-	-		30,000		30,000
270-6220-030-52-2140	LAWN CARE	-		-	-		5,000		5,000
270-6220-030-52-2201	VEHIC MAINT	5,222		5,500	10,422		13,000		5,500
270-6220-030-52-2202	R&M - GENERAL(BUILDING)	-		2,000	603		2,000		2,000
270-6220-030-52-2203	R&M - GENERAL(EQUIPMENT)	-		30,000	11,165		25,000		25,000
270-6220-030-52-2204	R&M - GENERAL(GROUNDS)	50,449		10,000	7,338		15,000		15,000
270-6220-030-52-3102	AUTO,TRK,EQ-INSURANCE	2,839		4,700	4,537		4,700		4,700
270-6220-030-52-3103	PROF/GEN/LAW LIAB/INS	2,530		2,800	2,534		2,800		2,800
270-6220-030-52-3201	TELEPHONE	2,076		2,000	549		1,250		1,100
270-6220-030-52-3701	PER DIEM & TRAVEL	-		500	-		500		500
270-6220-030-52-3702	TRAINING SCHOOLS & SEMINARS	-		1,000	246		1,000		1,000
Total Services		63,115	54,970	58,500	37,394		100,250		92,600
270-6220-030-53-1101	OFFICE SUPPLIES	164		2,000	156		1,000		1,000
270-6220-030-53-1102	OPERATING SUPPLIES	89,582		82,000	28,445		108,000		100,000
270-6220-030-53-1103	JANITORIAL SUPPLIES	-		4,000	2,821		5,000		5,000
270-6220-030-53-1270	GAS & DIESEL FUEL	9,760		15,000	9,638		19,000		19,000
270-6220-030-53-1701	UNIFORMS	1,457		2,000	-		2,000		2,000
Total Supplies		100,963	66,507	105,000	41,060		135,000		127,000
270-6220-030-54-2201	AUTOS & TRUCKS	-		-	-		-		100,957
270-6220-030-54-2502	OTHER EQUIPMENT	9,000		45,000	19,283		340,500		44,000
270-6220-030-54-1200	SITE IMPROVEMENTS	-		-	-		-		20,000
Total Capital		9,000	17,000	45,000	19,283		340,500		164,957
270-6220-030-58-1200	CAPITAL LEASE PRINCIPAL	-		-	-		-		20,177
Total Other		-	-	-	-		-		20,177
Total Appropriations		536,467	501,874	595,498	281,791		1,066,246		838,620

030 - Parks & Landscapes - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-		-		169,358
	LOCAL OPTION SALES TAX (LOST)	-		-	-		-		-
	OTHER GENERAL REVENUES	-		-	-		-		-
	COMBINED REVENUES PRIOR YEAR	536,467		595,498	281,791		-		-
270-38-9012	CASH CARRY FORWARD (030 PORTION)	-		-	-		-		568,304
270-39-3500	PROCEEDS FROM CAPITAL LEASE	-		-	-		-		100,957
Total Revenues		536,467	501,874	595,498	281,791		-		838,620
Net Surplus/(Deficit)		-	-	-	-		-		(0)

030 - Parks & Landscapes - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total	
	ASST DIRECTOR PARKS & LANDSCAPE		1			1	
	DIRECTOR PARKS AND LANDSCAPE		1			1	
	GROUNDS MAINTENANCE WORKER				2	2	
	LANDSCAPE CREW LEADER			2		2	
	MAINTENANCE COORDINATOR		1			1	
	MAINT. WORKER (RECREATION)			1		1	
Total Personnel		0	3	3	2	8	

035 - E911 - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget	Actuals	Dept	Adopted	2022
		2019	Actuals	2020	2021	12/31/20 Requested 2022		
215-3800-035-51-1100	SALARIES	496,718		497,777	591,175	266,056	685,439	726,329
215-3800-035-51-1101	RAISES	-		-	-	-	-	-
215-3800-035-51-1300	OVERTIME	58,872		62,177	59,691	35,992	72,130	75,529
215-3800-035-51-2101	MEDICAL/LIFE INSURANCE	3,343		4,386	5,362	2,593	6,174	6,174
215-3800-035-51-2102	HEALTH INSURANCE	121,961		138,980	192,556	63,108	296,959	296,959
215-3800-035-51-2200	PAYROLL TAXES	41,189		41,312	49,791	22,636	57,954	61,342
215-3800-035-51-2401	RETIREMENT	27,496		27,006	39,052	14,150	45,454	48,111
215-3800-035-51-2600	UNEMPLOYMENT	525		622	598	110	668	668
215-3800-035-51-2700	WORKMEN'S COMP	2,290		2,147	2,343	1,092	2,348	2,486
Total Personnel		752,394		774,407	940,569	405,737	1,167,127	1,217,598
215-3800-035-52-2201	R&M FIRST SERV VEH MAINT	-		623	-	76	-	-
215-3800-035-52-2202	R&M GENREAL(BUILDINGS)	13,186		2,357	5,000	4,273	5,000	5,000
215-3800-035-52-2202-1	R&M Batteries	11,087		-	9,913	9,967	9,913	9,915
215-3800-035-52-2208	MAINT. CONTRACTS	64,710		60,942	72,790	92,137	82,000	82,000
215-3800-035-52-2321	LEASES & RENTALS COPIERS	1,731		1,825	1,800	1,310	1,800	1,800
215-3800-035-52-3102	AUTO,TRK,EQ - INSURANCE	-		756	760	756	760	760
215-3800-035-52-3103	PROF/GEN/LAW LIAB INS	8,648		7,956	8,000	7,956	8,000	8,000
215-3800-035-52-3201	TELEPHONE	106,304		110,613	110,000	52,722	110,000	110,000
215-3800-035-52-3205	UTILITIES	25,753		28,152	25,000	11,752	25,000	25,000
215-3800-035-52-3701	PER DIEM & TRAVEL	2,510		(347)	2,500	1,979	2,500	2,500
215-3800-035-52-3702	TRAINING SCHOOLS & SEMINARS	5,300		5,206	5,000	3,599	7,500	7,500
215-3800-035-52-3705	MEMBERSHIP DUES	-		-	200	192	300	300
215-3800-035-52-3706	RECRUITMENT & RETENTION	-		1,786	2,000	818	2,000	2,000
Total Services		239,228		219,869	242,963	187,536	254,773	254,775
215-3800-035-53-1102	OPERATING SUPPLIES	4,830		5,034	5,500	3,937	6,000	6,000
215-3800-035-53-1270	GAS & FUEL	978		1,046	1,060	514	1,060	1,160
215-3800-035-53-1701	UNIFORMS	893		1,169	1,000	655	1,000	1,000
Total Supplies		6,701		7,248	7,560	5,105	8,060	8,160
215-3800-035-54-2502	OTHER EQUIPMENT	-		-	-	-	160,500	10,500
Total Capital		-		-	-	-	160,500	10,500
215-3800-035-58-1201	EQUIPMENT LEASING	137,843		-	-	-	-	-
215-3800-035-58-2201	EQUIPMENT LEASING INTEREST	4,949		-	-	-	-	-
Total Other		142,791		-	-	-	-	-
Total Appropriations		1,141,115		1,001,524	1,191,092	598,378	1,590,460	1,491,033

035 - E911 - Revenues

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	(162,350)		(274,307)	-	162,072		-		-
215-33-4215	FEMA	-		-	-	-		-		-
215-34-2505	911 REVENUE	-		-	1,191,032	-		-		-
215-34-2505-1	911 REVENUE ACN COMMUN. SERVIC	227		-	-	-		-		-
215-34-2505-11	911 REVENUE AT&T NEW CINGULAR	27,824		-	-	-		-		-
215-34-2505-12	911 REVENUE PLANTERS RURAL	31,678		-	-	-		-		-
215-34-2505-13	911 REVENUE PLANTERS COMM, LLC	1,200		-	-	-		-		-
215-34-2505-18	911 REVENUE COMCAST	40,609		-	-	-		-		-
215-34-2505-19	911 REVENUE VONAGE	1,056		-	-	-		-		-
215-34-2505-2	911 REVENUE CONSUMER CELLULAR	4,980		-	-	-		-		-
215-34-2505-21	911 REVENUE SOUTHERN LINC	1,555		-	-	-		-		-
215-34-2505-23	911 REVENUE LEVEL 3 COMMUNICAT	201		-	-	-		-		-
215-34-2505-27	911 REVENUE T-MOBILE SOUTH	13,522		-	-	-		-		-
215-34-2505-28	911 REVENUE ALLTEL VERIZON WIR	518		-	-	-		-		-
215-34-2505-29	911 REVENUE SPRINT COM	9,746		-	-	-		-		-
215-34-2505-3	911 REVENUE VERIZON WIRELESS	315,403		-	-	-		-		-
215-34-2505-32	911 REVENUE WINDSTREAM	45,275		-	-	-		-		-
215-34-2505-33	911 REVENUE 8X8 INC	81		-	-	-		-		-
215-34-2505-4	911 REVENUE SUNCOM WIRELESS	421		-	-	-		-		-
215-34-2505-40	911 REVENUE GRANITE TELECOM LL	698		-	-	-		-		-
215-34-2505-41	911 REVENUE AT&T CORP	48		-	-	-		-		-
215-34-2505-43	911 REVENUE INTERFACE SECURITY	79		-	-	-		-		-
215-34-2505-45	911 REVENUE - BROADVIEW NETWORK	4		-	-	-		-		-
215-34-2505-55	911 REVENUE FLASH WIRELESS	309		-	-	-		-		-
215-34-2505-56	911 REVENUE NEXVORTEX INC	17		-	-	-		-		-
215-34-2505-58	911 REVENUE - YMAX COMM	134		-	-	-		-		-
215-34-2505-59	911 REVENUE - TING Inc.	81		-	-	-		-		-
215-34-2505-60	911 REVENUE - GEORGIA DEPT OF	802,059		1,275,744	-	436,252		-		1,300,000
215-34-2505-62	911 REVENUE - READY WIRELESS	89		-	-	-		-		-
215-34-2505-63	911 REVENUE - ACCESSLINE COMMU	70		-	-	-		-		-
215-34-2505-64	911 REVENUE - BANDWIDTH.COM	45		-	-	-		-		-
215-34-2505-65	911 REVENUE - NEXTIVA INC.	79		-	-	-		-		-
215-34-2505-66	911 REVENUE - GREAT CALL	1,131		-	-	-		-		-
215-34-2505-68	E911 REVENUE - RING CENTRAL	301		-	-	-		-		-
215-34-2505-69	E911 REVENUE - PREFERRED LONG	12		-	-	-		-		-
215-34-2505-71	911 REVENUE SPECTROTEL INC.	70		-	-	-		-		-
215-34-2505-75	911 REVENUE GOOGLE NORTH AMERI	248		-	-	-		-		-
215-34-2505-79	911 REVENUE BOOMERANG WIRELESS	255		-	-	-		-		-
215-34-2505-8	911 REVENUE AT&T OF GA BELLSOU	2,479		-	-	-		-		-
215-34-2505-80	911 REVENUE DIGIUM CLOUD SERVI	1		-	-	-		-		-
215-34-2505-81	911 REVENUE CHATTANOOGA MSA	42		-	-	-		-		-
215-34-2505-82	911 REVENUE REPUBLIC WIRELESS	262		-	-	-		-		-
215-34-2505-83	911 REVENUE OOMA INC.	437		-	-	-		-		-
215-34-2505-84	911 REVENUE MITEL CLOUD SERVIC	118		-	-	-		-		-
215-34-2505-86	911 REVENUE MAGIC JACK SMB	33		-	-	-		-		-
215-36-1005	INTEREST ON INVESTMENT	67		88	60	54		-		20
215-39-1103	OPERATING XFER IN (FROM GF)	-		-	-	-		-		191,013
Total Revenues		1,141,115		1,001,524	1,191,092	598,378		-		1,491,033
Net Surplus/(Deficit)		-		-	-	-		-		(0)

035 - E911 - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
COMMUNICATIONS OFFICER IV - SHIFT SUPERVISOR	911 DIRECTOR		1			1
	COMMUNICATIONS OFFICER			14		14
	COMMUNICATIONS OFFICER IV - SHIFT SUPERVISOR			2		2
	DEPUTY DIRECTOR - E911		1			1
	RECORDS/TRAINING COORDINATOR			1		1
Total Personnel		0	2	17	0	19

036 - Federal Drug Account - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
210-3305-036-53-1102	OPERATING SUPPLIES	-		-	50,000	-		50,000		50,000
Total Supplies		-		-	50,000	-		50,000		50,000
		-		-	-	-		-		-
Total Capital		-		-	-	-		-		-
		-		-	-	-		-		-
Total Other		-		-	-	-		-		-
Total Appropriations		-		-	50,000	-		50,000		50,000

036 - Federal Drug Account - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	(1,356)		(24,754)	-	(2)		-		-
210-35-2201	RECOVERED DRUG FUNDS	1,355		24,752	50,000	-		-		50,000
210-36-1005	INTEREST ON INVESTMENT	1		3	-	2		-		-
Total Revenues		(0)		(0)	50,000	-		-		50,000
Net Surplus/(Deficit)		(0)		(0)	-	-		-		-

036 - Federal Drug Account - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

037 - SPLOST Roads - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-	-	-	-	-	-	-	-	-
Total Personnel										
321-4207-037-52-1101-9	CONSULTANT-OLD RIVER/I16 EFF-0	63,944	-	-	-	-	-	-	-	-
Total Services										
		63,944	-	-	-	-	-	-	-	-
Total Supplies										
		-	-	-	-	-	-	-	-	-
321-4207-037-54-1401	ROAD PROJECTS	3,250	-	-	-	-	-	-	-	-
321-4207-037-54-1401-1	VARIOUS ASH ROADS PROJECT	619,735	1,216,154	413,000	139,169	-	675,000	-	-	-
321-4207-037-54-1402-5	EFF. PARKWAY ROW ACQUISITION	666,186	1,013,363	-	25,750	-	-	-	-	-
321-4207-037-54-1406	EFFINGHAM PARKWAY	214,922	446,638	385,114	2,914,022	4,000,000	1,062,610	-	-	-
321-4207-037-54-1407	FT. HOWARD ROUNDABOUT	22,346	1,114,955	-	1,051	-	-	-	-	-
321-4207-037-54-1408	GRACE LANE AT OLD AUGUSTA RD	733	48,271	-	-	-	-	-	-	-
321-4207-037-54-1410	HONEY RIDGE RD BRIDGE	480,856	823	-	-	-	-	-	-	-
321-4207-037-54-1411	MCCALL AND BLUEJAY INTERSECTIO	20,956	169,025	1,491,730	999	-	-	-	-	-
321-4207-037-54-1412	OLD AUGUSTA RESTRIPPING	49,194	2,280	-	-	-	-	-	-	-
321-4207-037-54-1413	QUICK RESPONSE RIGHT HAND LANE	38,652	17,446	100,000	-	-	-	-	-	-
321-4207-037-54-1415	BRIDGE REPAIRS	-	-	-	-	-	140,000	-	-	-
321-4207-037-54-1515-2	BUNYAN KESSLER	-	-	-	50,530	-	-	-	-	-
321-4207-037-54-1520	ASH ROADS NEW CONSTRUCTION	17,151	-	-	-	-	-	-	-	-
321-4207-037-54-1520-2	COURTHOUSE RD EXTENSION	-	-	-	20,898	-	-	-	-	-
321-4207-037-54-1560-16	ROAD STRIPING	10,616	-	-	-	-	-	-	-	-
321-4207-037-54-2515	STEEL BRIDGE PROJECT	550	-	-	-	-	-	-	-	-
321-4207-037-54-2518-2	LMIG 2018 CLYO-KILDARE RD	417,013	17,399	-	-	-	-	-	-	-
321-4207-037-54-2518-3	LMIG 2018 MOCK RD	77,888	4,444	-	-	-	-	-	-	-
321-4207-037-54-2518-4	LMIG 2018 COURTHOUSE RD	26,544	13,426	-	-	-	-	-	-	-
321-4207-037-54-2518-5	LMIG 2018 SILVERHILL CHURCH RD	74,707	1,590	-	-	-	-	-	-	-
321-4207-037-54-2518-6	LMIG 2018 OLD TUSCULUM RD	171,258	11,880	-	-	-	-	-	-	-
321-4207-037-54-2518-7	LMIG 2018 SPRINGFIELD RD	317,345	10,932	-	-	-	-	-	-	-
321-4207-037-54-2518-8	LMIG 2018 BLUE JAY RD	304,295	3,500	-	-	-	-	-	-	-
321-4207-037-54-2519	RAILROAD CROSSING IMPROVEMENTS	454,336	-	-	-	-	-	-	-	-
321-4207-037-54-2520	LMIG 2019 ROAD PROJECT	9,580	1,214,764	-	7,730	-	-	-	-	-
321-4207-037-54-2521	LMIG 2020 ROAD PROJECT	-	-	1,375,980	1,183,090	-	-	-	-	-
321-4207-037-54-2523	LMIG 2021 ROAD PROJECTS	-	-	-	-	-	1,530,375	-	-	-
321-4207-037-54-2524	LMIG SAP PROJECT	-	-	-	-	-	279,000	-	-	-
Total Capital										
		3,998,112	5,306,888	3,765,824	4,343,241	4,000,000	3,686,985	-	-	-
Total Other										
		-	-	-	-	-	-	-	-	-
Total Appropriations										
		4,062,056	5,306,888	3,765,824	4,343,241	4,000,000	3,686,985	-	-	-

037 - SPLOST Roads - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	3,140,019	2,120,213	3,765,824	4,343,241	-	-	-	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	3,532,785	-	-	-
321-33-4217	DEPT OF TRANSPORTATION	922,036	3,186,675	-	-	-	154,200	-	-	-
Total Revenues										
		4,062,056	5,306,888	3,765,824	4,343,241	-	3,686,985	-	-	-
Net Surplus/(Deficit)										
		-	-	-	-	-	-	-	-	-

037 - SPLOST Roads - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

038 - SPLOST Buildings - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
		-		-	-	-		-		-
Total Supplies		-		-	-	-		-		-
321-1565-038-54-1000	ADMIN BUILDING FLOOR UPGRADES	6,378		-	-	-		-		-
321-1565-038-54-2509	EMS AMBULANCE BAY	-		-	130,000	28,747		-		-
321-1565-038-54-1011	JUDICIAL COMPLEX - STEPS	-		-	50,000	22,620		-		-
321-1565-038-54-1001	ENERGY MANAGEMENT SYSTEM	5,800		-	-	-		-		-
321-1565-038-54-1002	HVAC REPLACEMENTS (5)	23,620		-	-	-		-		-
321-1565-038-54-1009	ANNEX RENNOVATION	33,353		-	-	-		-		-
321-1565-038-54-1010	ELECTIONS BUILDING RENOVATION	17,276		-	-	85,407		-		-
321-1565-038-54-1360	ADMINISTRATION BUILDING	-	1,531,741	-	-	55,609		-		-
321-1565-038-54-2502	GUYTON AREA FIRE STATION	14,965		-	-	-		-		-
321-1565-038-54-2503	HVAC AT CENTRAL GYM	-	12,976	-	-	7,304		-		-
321-1565-038-54-2504	PARKS & LANDSCAPES OFFICE SPACE	-	4,344	-	-	-		-		-
321-1565-038-54-2505	PARKS & LANDSCAPES COVER AT CEM	-	19,920	-	-	-		-		-
321-1565-038-54-2506	JUDICIAL COMPLEX STEPS	-	3,150	-	-	-		-		-
321-1565-038-54-2507	ANIMAL SHELTER ROOF	-	-	-	15,000	-		-		-
321-1565-038-54-2508	EEMA TOWER HVAC REPLACEMENT	-	-	-	10,000	-		-		-
321-2000-038-54-1004	JUDICIAL COMPLEX FLOOR UPGRADE	9,380		-	-	-		-		-
321-3300-038-54-2410	JAIL WATER CONDITIONER	15,206		-	-	-		-		-
321-3400-038-54-1007	PRISON GAS FURNACES	119,371		-	-	-		-		-
321-3400-038-54-1008	PRISON HVAC	114,221		-	-	-		-		-
Total Capital		359,570	1,572,130		205,000	199,686		-		-
321-1565-038-58-2200	CAPITAL LEASE INTEREST	-		-	-	-		-		-
Total Other		-		-	-	-		-		-
Total Appropriations		359,570	1,572,130		205,000	199,686		-		-

038 - SPLOST Buildings - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	359,570	1,572,130		205,000	199,686		-		-
	SPLOST FUND REVENUES	-		-	-	-		-		-
Total Revenues		359,570	1,572,130		205,000	199,686		-		-
Net Surplus/(Deficit)		-		-	-	-		-		-

038 - SPLOST Buildings - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

039 - SPLOST Recreation - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
		-		-	-	-		-		-
Total Supplies		-		-	-	-		-		-
321-6130-039-54-1000	GYM CONSTRUCTION	74,100		2,391,569	4,200,000	2,356,973		-		-
321-6130-039-54-1001	MORGAN COMPLEX PH. II & III	258		-	-	-		-		-
321-6130-039-54-1002	SANDHILL IMPROVEMENTS	41,354		139,750	50,000	-		-		-
321-6130-039-54-1203	REC DEPT PROJ\SP SALES TX	14,481		-	-	-		-		-
321-6130-039-54-1203-1	REC LIGHTING PRINCIPAL	-		121,855	-	-		-		-
321-6130-039-54-1203-2	REC LIGHTING INTEREST	-		13,268	-	-		-		-
321-6130-039-54-1220	BAKER PARK IMPROVEMENTS	-		-	-	-		-		-
321-6130-039-54-1225	ABERCORN LANDING/ SP SLSTX #16	550		-	-	-		-		-
321-6130-039-54-1227	REC - 119 COMPLEX - UPGRADE ON LIGHTS	-		-	-	-		250,000		315,000
321-6130-039-54-1240	REC COMPLEXES	-		-	-	-		-		23,500
321-6130-039-54-1252	MCCALL PARK	-		-	-	-		300,000		402,600
Total Capital		130,743		2,666,442	4,250,000	2,356,973		550,000		741,100
321-6130-039-58-1201	CEM GYM PRINCIPAL	-		352,000	288,000	-		-		288,000
321-6130-039-58-1202	REC LIGHTING PRINCIPAL	157,614		-	126,126	-		-		126,126
321-6130-039-58-2201	CEM GYM INTEREST	-		36,300	100,397	50,198		-		100,397
321-6130-039-58-2202	REC LIGHTING INTEREST	17,394		-	8,997	-		-		8,997
321-6130-039-58-4000	ISSUANCE COSTS	-		98,500	-	-		-		-
Total Other		175,008		486,800	523,520	50,198		-		523,520
Total Appropriations		305,751		3,153,242	4,773,520	2,407,172		550,000		1,264,620

039 - SPLOST Recreation - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	305,751		3,153,242	4,773,520	2,407,172		-		-
	SPLOST FUND REVENUES	-		-	-	-		-		1,264,620
Total Revenues		305,751		3,153,242	4,773,520	2,407,172		-		1,264,620
Net Surplus/(Deficit)		-		-	-	-		-		-

039 - SPLOST Recreation - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

041 - SPLOST Equipment - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
		-		-	-	-		-		-
Total Supplies		-		-	-	-		-		-
321-3300-041-54-2201	SHERIFF VEHICLES	632,513		-	310,000	285,363		-		-
321-3400-041-54-2410	DOUBLE STACKED CONVECTION OVEN	7,913		-	-	-		-		-
321-3400-041-54-2411	PRISON - KITCHEN HOT WATER STORAGE T/	-		-	25,000	-		-		-
321-3400-041-54-2412	PRISON TAZERS	-		-	10,000	-		-		-
321-3600-041-54-2202	AMBULANCE	147,967		-	160,000	-		-	1,050,000	-
321-3600-041-54-2203	EMS VENILATOR	-		-	6,000	-		-		-
321-3801-041-54-2500	E911 IP LOGGER SYSTEM	-		-	-	-		-	150,000	-
321-3920-041-54-2203	EMA VEHICLE	38,518		-	-	-		-		-
321-4300-041-54-1000	WWTP - AUTOCLAVE FOR LAB	-		-	8,400	-		-		-
321-4300-041-54-1001	WWTP GEARBOX REPLACEMENT	-		-	8,500	-		-		-
321-4970-041-54-2200	FACILITIES MAINT. VEHICLE	24,252		-	-	-		-		-
321-4970-041-54-2201	SHERIFF VEHICLES	-	231,183		-	-		-		-
321-4970-041-54-2202	AMBULANCE	-	152,817		-	-		-		-
321-4970-041-54-2203	EMA VEHICLE	-	-		-	-		-		-
321-4970-041-54-2204	PUBLIC WORKS TRUCK	30,960		-	-	-		-		-
321-4970-041-54-2206	PARKS&LANDSCAPES TRUCK (2)	26,371		-	-	-		-		-
321-4970-041-54-2207	SINGLE AXLE DUMP TRUCKS (2)	109,557		-	-	-		-		-
321-4970-041-54-2208	WHEELED EXCAVATOR	222,100		-	-	-		-		-
321-4970-041-54-2209	EXCAVATOR	-		-	-	-		-	225,000	-
321-4970-041-54-2210	SKID STEER	-		-	-	-		-	50,000	-
321-4970-041-54-2211	BULLDOZER	-		-	-	-		-	175,000	-
321-4970-041-54-2302	EMS STATION FURNITURE	4,709		-	-	-		-		-
321-4970-041-54-2520	EMA PORTABLE RADIOS (7)	41,613		-	-	-		-		-
321-4970-041-54-2521	A/C MACHINE	5,743		-	-	-		-		-
321-4970-041-54-2522	ALIGNMENT MACHINE	10,381		-	-	-		-		-
321-4970-041-54-2523	DIAGNOSTIC MACHINE	9,319		-	-	-		-		-
321-4970-041-54-2524	PRISON PASSENGER VAN	30,007		-	-	-		-		-
321-4970-041-54-2525	E911 DEPT VEHICLE	34,743		-	-	-		-		-
321-4970-041-54-2526	SHERIFF MOBILE RADIOS (65) POR	574,803		-	-	-		-		-
321-4970-041-54-2527	EMS PORTABLE RADIOS (24)	119,828		-	-	-		-		-
321-4970-041-54-2528	E911 CAD SYSTEM	278,841	259,777		-	-		-		-
321-4970-041-54-2529	PARKS & LANDSCAPES MOWER	-	14,925		-	-		-		-
321-4970-041-54-2530	PARKS & LANDSCAPES EQUIP LIFT	-	8,245		-	-		-		-
321-4970-041-54-2531	FIRE ISO EQUIPMENT	-	20,299		-	-		-		-
321-4970-041-54-2532	FIRE HYDRAULIC EQUIPMENT	-	29,955		-	-		-		-
321-4970-041-54-2533	FIRE RESCUE EQUIPMENT	-	2,344		-	-		-		-
321-4970-041-54-2534	FIRE TURNOUT GEAR	-	50,117		-	-		-		-
321-4970-041-54-2535	FUEL ISLAND USAGE LOG	-	-		25,000	-		-		-
321-4970-041-54-2536	PUBLIC WORKS - PATCH TRUCK	-		-	170,000	-		-	220,000	-
321-6100-041-54-2205	RECREATION VEHICLE	31,632		-	-	-		-		-
321-6200-041-54-1000	PARKS & LANDSCAPE TRAILER W/ ACCESSOI	-		-	6,000	6,000		-		-
321-6200-041-54-1001	PARKS & LANDSCAPES MOWER	-		-	16,000	16,000		-		-
Total Capital		2,381,767	769,663	744,900	307,363	307,363		-	1,870,000	

321-4970-041-58-1200	BB&T 600K VEHIC PRINCIPAL	122,140	124,829	21,071	21,071	New Business 01	21,071
321-4970-041-58-1201	BB&T 750K VEHIC PRINCIPAL	64,889	-	-	-	June 15, 2021	-
321-4970-041-58-1202	SUNTRUST VEHIC PRINCIPAL	160,371	178,036	168,383	80,579	-	168,383
321-4970-041-58-1203	BB&T 300K VEHIC PRINCIPAL	61,070	62,415	10,535	10,535	-	10,535
321-4970-041-58-1204	SHERIFF TAZERS PRINCIPAL	19,860	19,860	19,860	-	-	19,860
321-4970-041-58-1205	HEART MONITORS PRINCIPAL	29,379	-	-	-	-	-
321-4970-041-58-1206	STRYKER STRETCHERS PRINCIPAL	29,907	29,907	29,907	14,954	-	29,907
321-4970-041-54-2512	Motorola tower debt service	-	-	-	-	-	-
321-4970-041-58-1207	CATERPILLAR PRINCIPAL	37,664	38,767	39,902	17,775	-	39,902
321-4970-041-58-1208	CAPITAL LEASE PRINCIPAL	286,118	296,733	307,742	307,742	-	307,742
321-4970-041-58-2200	BB&T 600K VEHIC INTEREST	4,628	1,938	57	57	-	57
321-4970-041-58-2201	BB&T 750K VEHIC INTEREST	268	-	-	-	-	-
321-4970-041-58-2202	SUNTRUST VEHIC INTEREST	15,167	11,120	7,155	3,939	-	7,155
321-4970-041-58-2203	BB&T 300K VEHIC INTEREST	2,314	969	29	29	-	29
321-4970-041-58-2205	HEART MONITORS INTEREST	294	-	-	-	-	-
321-4970-041-58-2206	STRYKER STRETCHERS INTEREST	-	125	-	-	-	-
321-4970-041-58-2207	CATERPILLAR INTEREST	16,738	15,600	14,465	9,409	-	14,465
321-4970-041-58-2208	CAPITAL LEASE INTEREST	69,898	59,283	48,274	48,274	-	48,274
Total Other		920,704	839,583	667,380	514,363	-	667,380
Total Appropriations		3,302,471	1,609,246	1,412,280	821,725	-	2,537,380
041 - SPLOST Equipment - Revenues							
GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		2019	Actuals				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	3,302,471	1,609,246	1,412,280	821,725	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	2,537,380
Total Revenues		3,302,471	1,609,246	1,412,280	821,725	-	2,537,380
Net Surplus/(Deficit)		-	-	-	-	-	-
041 - SPLOST Equipment - Personnel							
Title		Elected	FT - Exempt	FT - Regular	PT	Total	
							0
Total Personnel		0	0	0	0		0

042 - Debt Service - Appropriations									
								New Business 01 June 15, 2021	
GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel		-		-	-	-	-		-
		-		-	-	-	-		-
Total Services		-		-	-	-	-		-
		-		-	-	-	-		-
Total Supplies		-		-	-	-	-		-
		-		-	-	-	-		-
Total Capital		-		-	-	-	-		-
431-8001-042-58-1200	CAPITAL LEASE PRINCIPAL	-		-	-	-	-	6,770,000	
431-8001-042-58-2200	CAPITAL LEASE INTEREST	-		-	-	-	-	323,808	
Total Other		-		-	-	-	-	7,093,808	
Total Appropriations		-		-	-	-	-	7,093,808	
042 - Debt Service - Revenues									
GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	-		-	-	-	-		-
431-39-1103	OPERATING XFER IN FROM TSPLOST	-		-	-	-	-	7,093,808	
Total Revenues		-		-	-	-	-	7,093,808	
Net Surplus/(Deficit)		-		-	-	-	-		-
042 - Debt Service - Personnel									
Title		Elected	FT - Exempt	FT - Regular	PT	Total			
						0			
Total Personnel		0	0	0	0	0			

047 - SPLOST Drainage - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
		-	-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Services		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-	-
321-4250-047-54-1000	ATLAS RESERVOIR	62,171	231,880	1,000,000	138,339	1,000,000	2,000,000	
321-4250-047-54-1400	AERIAL PHOTOGRAPHY	38,078	38,078	39,000	-	39,000	39,000	
321-4250-047-54-1405	MS4 LIMITED COMPLIANCE & REPORTING	-	-	17,000	-	-	-	
321-4250-047-54-1406	STORMWATER UTILITY FEASIBILITY STUDY	-	-	40,000	-	-	-	
Total Capital		100,249	269,958	1,096,000	138,339	1,039,000	2,039,000	
		-	-	-	-	-	-	-
Total Other		-	-	-	-	-	-	-
Total Appropriations		100,249	269,958	1,096,000	138,339	1,039,000	2,039,000	

047 - SPLOST Drainage - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	100,249	269,958	1,096,000	138,339	-	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	2,039,000	
Total Revenues		100,249	269,958	1,096,000	138,339	-	2,039,000	
Net Surplus/(Deficit)		-	-	-	-	-	-	-

047 - SPLOST Drainage - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

055 - Fire & Rescue - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals 2020					
271-3510-055-51-1100	SALARIES	1,793,473	1,962,482	2,178,647	996,463	2,369,828	2,354,326	
271-3510-055-51-1101	RAISES	-	-	-	-	-	-	
271-3510-055-51-1300	OVERTIME	128,981	132,850	147,544	60,511	156,833	153,624	
271-3510-055-51-2101	MEDICAL/LIFE INSURANCE	10,762	16,252	16,573	9,491	17,223	16,573	
271-3510-055-51-2102	HEALTH INSURANCE	390,212	497,460	706,629	255,099	895,766	845,885	
271-3510-055-51-2200	PAYROLL TAXES	139,150	151,067	177,954	76,867	193,290	191,858	
271-3510-055-51-2401	RETIREMENT	90,396	103,542	136,608	53,076	148,612	132,197	
271-3510-055-51-2600	UNEMPLOYMENT	1,883	1,743	2,109	315	2,179	2,109	
271-3510-055-51-2700	WORKMEN'S COMPENSATION	40,582	47,818	51,176	23,071	54,323	53,921	
Total Personnel		2,595,439	2,913,214	3,417,240	1,474,892	3,838,054	3,750,494	
271-3510-055-52-1101	CONSULTANT	-	-	-	-	-	-	
271-3510-055-52-3303	25% Grant Match (6 positions, if awarded)	-	-	-	-	-	-	
271-3510-055-52-1306	PEST CONTROL	180	682	350	297	750	600	
271-3510-055-52-2201	R&M FIRST SERV VECH MAINT	124,495	116,864	100,000	65,374	117,500	110,000	
271-3510-055-52-2201-1	FIRST SERVICES LABOR	-	44	-	-	-	-	
271-3510-055-52-2202	R & M - GENERAL (BUILDING)	21,788	28,264	19,500	11,520	27,000	20,000	
271-3510-055-52-2203	R&M - GENERAL(EQUIPMENT)	37,593	13,495	22,000	13,725	24,000	22,000	
271-3510-055-52-2205	R&M\SPECIAL (FIRE)	33,169	23,672	22,000	13,219	24,000	22,000	
271-3510-055-52-2206	VEHICLE ACCIDENT	5,741	1,633	-	2,500	-	2,500	
271-3510-055-52-2208	MAINTENANCE AGREEMENTS	-	2,840	4,500	2,308	4,500	4,500	
271-3510-055-52-2210	STORM RELATED EXPENSES	-	2,315	-	-	-	-	
271-3510-055-52-2211	COVID RELATED EXPENSES	-	11,033	-	-	-	-	
271-3510-055-52-2321	OPERATING LEASES/RENTAL COPIER	5,336	3,414	3,000	1,374	3,000	3,000	
271-3510-055-52-3101	PROPERTY INSURANCE	6,852	5,275	6,000	5,275	6,000	5,500	
271-3510-055-52-3102	AUTO,TRK,EQ - INSURANCE	26,916	38,470	38,500	37,330	38,500	37,400	
271-3510-055-52-3103	PROF/GEN/LAW LIAB/INSURANCE	32,917	32,149	32,200	25,592	32,200	25,600	
271-3510-055-52-3201	TELEPHONE	21,073	22,138	21,000	10,903	22,000	22,000	
271-3510-055-52-3202-1	CABLE FAULKVIL FIRE STATION	2,977	2,931	3,200	1,812	3,600	3,650	
271-3510-055-52-3301	ADVERTISING	2,083	2,003	2,000	-	2,000	2,000	
271-3510-055-52-3700	Public Fire & Life Safety Eduction	-	-	3,000	-	3,000	3,000	
271-3510-055-52-3520	TAG & TITLE FOR VEHICLES	-	-	1,800	129	1,000	1,000	
271-3510-055-52-3701	PER DIEM & TRAVEL	10,065	2,781	10,000	398	10,000	10,000	
271-3510-055-52-3702	TRAINING SCHOOLS & SEMINARS	6,151	5,038	7,000	1,395	7,000	7,000	
271-3510-055-52-3703	RECRUITMENT & RETENTION BENEFI	27,486	22,744	25,000	8,505	25,000	25,000	
271-3510-055-52-3705	MEMBERSHIP DUES	-	110	300	86	300	300	
271-3510-055-52-3901	MEDICAL	-	-	5,000	2,139	5,000	5,000	
271-3510-055-52-3902	CONTINGENCY	-	-	-	-	-	-	
271-3510-055-52-3915	BACKGROUND CHECKS	1,082	287	1,000	389	1,000	1,000	
271-3520-055-52-3611	FIRE & RESCUE ASSESSMENT	596,313	632,800	625,000	315,500	625,000	625,000	
271-3520-055-52-3612	GEORGIA FORESTRY COMMISSION FI	22,119	22,119	23,000	11,060	23,000	23,000	
Total Services		984,336	993,103	975,350	530,829	1,005,350	981,050	
271-3510-055-53-1101	OFFICE SUPPLIES	5,611	2,288	5,000	3,600	7,200	6,000	
271-3510-055-53-1102	OPERATING SUPPLIES	19,602	24,656	19,000	11,543	22,000	20,000	
271-3510-055-53-1103	DONATED FUNDS EXPENSE	-	-	-	-	-	-	
271-3510-055-53-1104	POSTAGE	349	253	500	112	400	400	
271-3510-055-53-1117	COMPUTERS	-	-	-	-	-	-	
271-3510-055-53-1210	UTILITIES	47,432	48,550	52,500	23,723	52,500	50,000	
271-3510-055-53-1210-21	UTILITIES - 475 STILLWELL-CLYO	65	-	-	-	-	-	
271-3510-055-53-1270	GAS & DIESEL FUEL	66,818	60,582	70,000	26,192	76,000	76,000	
271-3510-055-53-1701	UNIFORMS	28,237	18,420	30,000	5,399	30,000	30,000	
Total Supplies		168,113	154,748	177,000	70,571	188,100	182,400	

271-3510-055-54-1000	ARDMORE FIRE STATION	5,301	82,563	-	964	New Business 01	-
271-3510-055-54-1001	SOUTH EFFINGHAM FIRE STATION	-	-	-	1,750	June 15, 2021	-
271-3510-055-54-1002	GUYTON AREA STATION	24,976	53,558	-	2,500	-	900,000
271-3510-055-54-1210	CONSTRUCTION	-	71	-	169	-	35,000
271-3510-055-54-2201	AUTOS & TRUCKS	-	30,049	-	-	-	281,612
271-3510-055-54-2202	FIRE PUMPER/ENGINES (1)	242,011	967,012	550,000	8,049	-	-
271-3510-055-54-2203	F-350 TRUCK	60,640	-	-	-	-	-
271-3510-055-54-2204	UNIVERSAL TERRAIN VEHICLE	17,468	-	-	-	-	-
271-3510-055-54-2300	FIRE STATION FURNITURE	17,747	-	-	-	-	-
271-3510-055-54-2500	TURNOUT GEAR	-	-	-	-	-	65,000
271-3510-055-54-2502	OTHER EQUIPMENT	-	-	-	7,496	1,613,500	34,500
271-3510-055-54-2503	HEALTH & SAFETY EQUIP	17,016	-	-	-	-	-
271-3510-055-54-2504	PORTABLE RADIOS (35)	830,332	-	-	-	-	-
271-3510-055-54-2505	RESCUE TRAILER EQUIP	10,905	-	-	-	-	-
271-3510-055-54-2506	RESCUE/TRT PROTECTIVE EQUIP SE	32,970	-	-	-	-	-
271-3510-055-54-2507	THERMAL IMAGING CAMERAS (3)	23,160	-	-	-	-	-
271-3510-055-54-2508	TOWER/LADDER EQUIP	60,269	-	-	-	-	-
271-3510-055-54-2509	TURNOUT GEAR SETS (20)	51,399	-	-	-	-	-
271-3510-055-54-2510	FAULKVILLE DRIVEWAY	12,964	-	-	-	-	-
271-3510-055-54-2511	STILLWELL STATION QUARTERS	17,246	1,599	-	-	-	-
271-3510-055-54-1003	Hodgeville Station	-	-	550,000	38,030	-	500,000
Total Capital		1,424,404	1,134,851	1,100,000	58,958	1,613,500	1,816,112
271-3510-055-57-2028	HOMELANDSEC.ASST. FIREFIGHTER	-	-	4,000	-	-	-
271-3510-055-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	55,735
Total Other		-	-	4,000	-	-	55,735
Total Appropriations		5,172,292	5,195,916	5,673,590	2,135,249	6,645,004	6,785,791

055 - Fire & Rescue - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted 2022
		2019	2020				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	110,701	(628,040)	-	(2,993,985)	-	-
271-31-6205	INSURANCE PREMIUM	-	-	2,600,000	2,853,804	-	2,850,000
271-33-1121	FEMA	-	10,862	-	-	-	-
271-33-4211	GEMA GRANT	15,675	15,675	-	-	-	-
271-34-2010	FIRE & RESCUE ASSESSMENT	2,028,607	1,976,913	2,100,000	2,080,012	-	2,285,600
271-34-2012	FIRE FEES VIA SPRINGFIELD	61,213	126,473	120,000	136,391	-	120,000
271-34-2013	FIRE FEES VIA GUYTON	-	27,443	-	-	-	90,000
271-34-2210	FIRE & RESCUE - OTHER	34,961	143,876	60,000	56,813	-	90,000
271-36-1005	INTEREST ON INVESTMENT	5,248	8,761	1,000	465	-	200
271-37-1100	FIRE DONATIONS	2,000	2,500	1,500	1,000	-	2,000
271-38-1001	INSURANCE PROCEEDS	13,888	10,015	-	735	-	-
271-38-9005	MISCELLANEOUS REVENUE	-	1,440	-	15	-	-
271-38-9015	CASH CARRY FORWARD	-	-	-	-	-	1,000,000
271-39-1101	OPERATIONS XFER IN (FROM SPEC.	2,900,000	3,499,998	791,090	-	-	66,379
271-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	281,612
Total Revenues		5,172,292	5,195,916	5,673,590	2,135,249	-	6,785,791
Net Surplus/(Deficit)		-	-	-	-	-	(0)

055 - Fire & Rescue - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
DEPUTY CHIEF		1			1
CAPTAIN			6		6
FIRE CHIEF		1			1
FIREFIGHTER			34		34
LIEUTENANT			9		9
PART TIME FIREFIGHTER				9	9
Total Personnel	0	2	49	9	60

061 - WWTP - Appropriations

New Business 01
June 15, 2021

		Actuals			Budget	Actuals	Dept		
GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
Total Personnel		-		-	-	-	-		-
506-4320-061-52-1101	CONSULTANT	33,707		26,898	20,000	43,472	15,000		33,000
506-4320-061-52-1101-1	EOM CONTRACT	257,200		261,092	261,870	130,935	261,870		261,870
506-4320-061-52-1105	EQUIPMENT RENTAL	-		-	5,000	-	20,000		5,000
506-4320-061-52-1115	REPAIRS PLANT EQUIP	179,028		69,380	20,000	76,745	110,000		110,000
506-4320-061-52-2201	R&M GENERAL	503		974	3,000	5,572	8,000		8,000
506-4320-061-52-2201-1	FIRST SERVICES LABOR	2,723		10,563	5,000	4,038	11,000		5,000
506-4320-061-52-2201-6	SPRAYFIELD	-		1,586	-	-	-		-
506-4320-061-52-3101	PROPERTY INSURANCE-WWTP	10,363		8,886	9,000	8,886	-		9,000
506-4320-061-52-3102	AUTO,TRK,EQ - INSURANCE	1,758		2,309	2,325	2,309	-		2,325
506-4320-061-52-3201	TELEPHONE	1,693		1,614	1,300	701	-		1,300
Total Services		486,975		383,302	327,495	272,658	425,870		435,495
506-4320-061-53-1102	OPERATING SUPPLIES	70,141		138,097	100,000	78,833	125,000		125,000
506-4320-061-53-1104	OPERATING EXPENSES	210		-	-	-	-		-
506-4320-061-53-1105	PLANT CHEMICALS	54,112		-	-	-	-		-
506-4320-061-53-1115	LAB SUPPLIES	490		-	-	-	-		-
506-4320-061-53-1210	UTILITIES	82,937		89,636	80,000	41,952	-		84,000
506-4320-061-53-1240	DISPOSAL ROLLOFFS-WASTEWATER	40,434		55,067	43,000	25,403	-		51,000
506-4320-061-53-1240-1	DISPOSAL ROLLOFFS-803 LOW GROU	-		-	-	-	-		-
506-4320-061-53-1270	FUEL	5,714		3,205	4,000	1,568	-		5,060
Total Supplies		254,038		286,004	227,000	147,756	125,000		265,060
506-4320-061-54-2100	MACHINERY	-		-	-	-	-		125,000
506-4320-061-54-2201	AUTOS & TRUCKS	-		-	-	-	-		87,432
Total Capital		-		-	-	-	-		212,432
506-4320-061-58-1200	CAPITAL LEASE PRINCIPAL	-		-	-	-	-		17,577
506-4320-061-58-2000	2017 IDA BOND INTEREST	302,787		289,155	794,160	116,206	-		794,160
506-4320-061-58-9990	DEPRECIATION EXPENSE	445,587		445,587	-	-	-		-
Total Other		748,374		734,741	794,160	116,206	-		811,737
Total Appropriations		1,489,387		1,404,048	1,348,655	536,619	550,870		1,724,724

061 - WWTP - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	716,574		(1,143,462)	-	(64,060)		-		-
506-34-4212	COST RECOVERY FEE	653,724		1,448,391	500,000	539,122		-		900,000
506-34-4256	SEPTIC HAULS	95,694		115,285	85,000	36,413		-		100,000
506-36-1005	INTEREST ON INVESTMENT	90		77	20	70		-		-
506-38-9001	WWT REUSE METER SALES	22,500		43,750	22,000	24,375		-		31,000
506-38-9005	MISCELLANEOUS REVENUE	805		725	1,500	700		-		1,500
506-38-9016	CASH CARRY-FORWARD	-		-	-	-		-		125,000
506-39-1103	OPERATING XFER IN (FROM SPECIA	-		939,282	740,135	-		-		479,792
506-39-3500	PROCEEDS FROM CAPITAL LEASE	-		-	-	-		-		87,432
Total Revenues		1,489,387		1,404,048	1,348,655	536,619		-		1,724,724
Net Surplus/(Deficit)		-		-	-	-		-		-

061 - WWTP - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

065 - SPLOST Technology - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
		-	-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Services		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-	-
321-1535-065-54-2410	SERVERS AND INHOUSE	6,270	-	-	-	-	-	-
321-3400-065-54-2410	PRISON SECURITY CAMERAS	33,444	-	-	-	-	-	-
Total Capital		39,714	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Other		-	-	-	-	-	-	-
Total Appropriations		39,714	-	-	-	-	-	-

065 - SPLOST Technology - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	39,714	-	-	-	-	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	-	-
Total Revenues		39,714	-	-	-	-	-	-
Net Surplus/(Deficit)		-	-	-	-	-	-	-

065 - SPLOST Technology - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

099 - SPLOST Cities - Appropriations								New Business 01 June 15, 2021	
GL Account	GL Name	Actuals		Budget	Actuals	Dept			
		2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel		-		-	-	-	-		-
		-		-	-	-	-		-
Total Services		-		-	-	-	-		-
		-		-	-	-	-		-
Total Supplies		-		-	-	-	-		-
		-		-	-	-	-		-
Total Capital		-		-	-	-	-		-
321-9000-099-57-1001	SPLOST PAYMENTS TO CITIES	2,280,406		2,426,161	2,113,198	1,230,757	2,581,320		2,581,320
321-9000-099-57-1002	RINCON - FT HOWARD MILLAGE PMTS	-		-	216,900	-	-		-
Total Other		2,280,406		2,426,161	2,330,098	1,230,757	2,581,320		2,581,320
Total Appropriations		2,280,406		2,426,161	2,330,098	1,230,757	2,581,320		2,581,320
099 - SPLOST Cities - Revenues									
GL Account	GL Name	Actuals		Budget	Actuals	Dept			
		2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	2,280,406		2,426,161	2,330,098	1,230,757	-		-
	SPLOST FUND REVENUES	-		-	-	-	-		2,581,320
Total Revenues		2,280,406		2,426,161	2,330,098	1,230,757	-		2,581,320
Net Surplus/(Deficit)		-		-	-	-	-		-
099 - SPLOST Cities - Personnel									
Title		Elected	FT - Exempt	FT - Regular	PT	Total			
									0
Total Personnel		0	0	0	0				0

100 - SPLOST Water & Sewer - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel		-		-	-	-	-		-
		-		-	-	-	-		-
Total Services		-		-	-	-	-		-
		-		-	-	-	-		-
Total Supplies		-		-	-	-	-		-
321-4420-100-54-1405	WATER DIRECT DISCHARGE	-		-	-	-	-	3,000,000	
321-4420-100-54-1406	WATER LINES	-		-	-	-	-	5,500,000	
321-4420-100-54-1408	WATER METERS	-		-	-	-	-		-
Total Capital		-		-	-	-	-	8,500,000	
		-		-	-	-	-		-
Total Other		-		-	-	-	-		-
Total Appropriations		-		-	-	-	-	8,500,000	

100 - SPLOST Water & Sewer - Revenues

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	-		-	-	-	-		-
	SPLOST FUND REVENUES	-		-	-	-	-	8,500,000	
Total Revenues		-		-	-	-	-	8,500,000	
Net Surplus/(Deficit)		-		-	-	-	-		-

100 - SPLOST Water & Sewer - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

105 - Water & Sewer Operating - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget	Actuals	Dept	Adopted	2022
		2019	Actuals	2020	2021	12/31/20		
Total Personnel		-	-	-	-	-	-	-
505-4441-105-52-1101	CONSULTANT	-	3,090	-	1,655	-	-	-
505-4441-105-52-1101-1	EOM CONTRACT	296,000	305,000	366,800	182,900	377,600		377,600
505-4441-105-52-1105	EQUIPMENT RENTAL	42,880	68,094	40,000	32,543	50,000		40,000
505-4441-105-52-1209	ENGINEER	-	-	-	-	18,000		18,000
505-4441-105-52-1316	WATER TIER 1	497,372	627,620	540,000	301,954	-		630,000
505-4441-105-52-1317	ECP WATER	722,830	1,052,135	725,000	605,732	-		1,000,000
505-4441-105-52-1318	WATER FLUSHING	101,301	69,025	100,000	18,971	-		100,000
505-4441-105-52-1321	COLLECTION FEES	-	95	-	44	-		-
505-4441-105-52-1323	WATER TESTING	11,485	11,230	12,000	5,615	12,000		12,000
505-4441-105-52-2201-1	FIRST SERVICES LABOR	5,023	8,343	10,000	5,217	20,000		10,000
505-4441-105-52-2203	R & M - EQUIPMENT	95,001	34,416	40,000	58,486	75,000		50,000
505-4441-105-52-2208	COMPUTER MAINT. AGREEMENTS	1,917	1,750	2,000	875	-		2,000
505-4441-105-52-2210	STORM RELATED EXPENSES	-	-	10,000	-	20,000		-
505-4441-105-52-2321	OPERATING LEASES/RENTAL COPIER	-	60	-	90	-		-
505-4441-105-52-3101	PROPERTY INSURANCE-WATER & SEW	5,948	4,053	4,075	4,053	-		4,100
505-4441-105-52-3201	TELEPHONE	4,616	4,772	4,600	2,573	-		5,150
Total Services		1,784,373	2,189,683	1,854,475	1,220,707	572,600		2,248,850
505-4441-105-53-1101	OFFICE SUPPLIES	1,494	709	-	-	-		-
505-4441-105-53-1102	OPERATING SUPPLIES	107,747	144,158	105,000	79,073	120,000		120,000
505-4441-105-53-1102-2	OPERATING CHEMICALS	1,794	-	-	-	-		-
505-4441-105-53-1102-3	OPERATING LINE MAINT	31,127	2,037	10,000	1,044	50,000		50,000
505-4441-105-53-1102-4	OPERATING FIRE HYDRANT MAINT	30,974	-	-	-	-		-
505-4441-105-53-1102-5	OPERATING WATER METERS	151,098	203,780	173,000	101,965	350,000		203,000
505-4441-105-53-1102-6	OPERATING COMM METERS	3,043	28,218	10,000	-	18,000		18,000
505-4441-105-53-1104	POSTAGE	15,043	11,673	14,000	4,547	-		15,000
505-4441-105-53-1210	UTILITIES	71,033	92,569	70,000	44,781	-		90,000
Total Supplies		413,353	483,143	382,000	231,409	538,000		496,000
505-4441-105-54-2201	AUTOS & TRUCKS	-	-	-	-	-		-
505-4441-105-54-2502	OTHER EQUIPMENT	-	-	-	-	20,575,269		3,485,200
505-4441-105-54-3000	MASTER PLAN	-	-	-	-	-		300,000
Total Capital		-	-	-	-	20,575,269		3,785,200
505-4441-105-57-2010	CAPITAL COST RECOVERY PYMT-SAV	-	(3,600)	-	-	-		-
505-4441-105-58-2000	2017 IDA BOND INTEREST	465,896	444,919	1,221,967	178,804	1,221,967		1,221,967
505-4441-105-58-9990	DEPRECIATION EXPENSE	583,204	583,204	-	-	-		-
Total Other		1,049,099	1,024,523	1,221,967	178,804	1,221,967		1,221,967
Total Appropriations		3,246,825	3,697,349	3,458,442	1,630,921	22,907,836		7,752,017

105 - Water & Sewer Operating - Revenues

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(467,657)	(956,758)	-	(732,915)	-	-	-	-
505-33-4215	FEMA	-	-	-	-	-	-	-	-
505-34-4212	COST RECOVERY FEES	499,939	960,849	525,000	352,041	-	-	650,000	
505-34-4213	METER SALES	170,765	316,348	183,000	97,273	-	-	215,000	
505-34-4215	WATER BILLING	866,731	1,016,235	779,000	585,055	-	-	1,100,000	
505-34-4215-1	ALLOWANCE FOR DOUBTFUL REVENUE	(6,743)	(5,515)	(1,500)	334	-	-	(3,300)	
505-34-4218	ECP REVENUE	722,830	1,052,135	725,000	599,249	-	-	835,000	
505-34-4219	PENALTIES - WATER	59,115	33,408	55,000	28,864	-	-	55,000	
505-34-4255	SEWER BILLING	772,747	867,311	650,000	500,946	-	-	770,000	
505-34-4256	REUSE METERS	147,700	307,267	180,000	147,367	-	-	207,000	
505-34-4259	PENALTIES-SEWER	54,938	31,768	45,000	24,966	-	-	47,000	
505-36-1005	INTEREST ON INVESTMENT	36	57	10	29	-	-	10	
505-38-9005	MISCELLANEOUS REVENUE	32,976	31,395	30,000	27,711	-	-	30,000	
505-38-9016	CASH CARRY-FORWARD	-	-	-	-	-	-	3,410,200	
505-38-9020	CAPITAL COST RECOVERY FEES - R	159,302	(126,303)	100,000	-	-	-	100,000	
505-39-1107	OPERATING XFER IN SPECIAL TAX	234,147	169,153	187,932	-	-	-	336,107	
Total Revenues		3,246,825	3,697,349	3,458,442	1,630,921	-	-	7,752,017	
Net Surplus/(Deficit)		-	-	-	-	-	-	-	

105 - Water & Sewer Operating - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

106 - Water Projects - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
		-	-	-	-	-	-	-	-
Total Personnel									
507-4441-106-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-		1,300	-	1,000	-	-	-
Total Services		-		1,300	-	1,000	-	-	-
		-	-	-	-	-	-	-	-
Total Supplies									
507-4441-106-54-1406-1	OLD AUGUSTA CONSTRUCTION	-	-	-	-	-	-	-	-
507-4441-106-54-1407-1	SPRAYFIELD CONSTRUCTION	(138,975)	-	450,000	-	450,000		450,000	
507-4441-106-54-1407-2	SPRAYFIELD ENGINEERING	-	-	50,000	3,771	44,256		30,000	
507-4441-106-54-1408-1	STATION UPGRADES & REPAIRS	138,975	-	1,020,715	46,396	939,671		990,822	
507-4441-106-54-1408-2	STATION ENGINEERING	1,648	10,619	124,384	23,030	78,979		40,000	
507-4441-106-54-1409-1	HODGEVILLE EXT. CONSTRUCTION	-	-	450,000	-	450,000		450,000	
507-4441-106-54-1409-2	HODGEVILLE EXT. ENGINEERING	-	-	50,000	-	50,000		50,000	
507-4441-106-54-1410-1	BOOSTERS & TOWERS CONSTRUCTION	-	-	1,350,000	-	1,350,000		1,450,000	
507-4441-106-54-1410-2	BOOSTERS & TOWERS ENGINEERING	-	-	134,607	24,747	86,421		50,000	
507-4441-106-54-1411-1	LOOPING & EXT. CONSTRUCTION	-	-	1,934,000	-	1,934,000		-	
507-4441-106-54-1411-2	LOOPING & EXT. ENGINEERING	-	-	171,926	31,190	112,817		60,000	
507-4441-106-54-1412	WWTP REPAIRS & UPGRADES	12,807	-	222,400	5,280	211,840		200,000	
Total Capital		14,455	10,619	5,958,031	134,414	5,707,984		3,770,822	
507-4441-106-56-1000	DEPRECIATION EXPENSE	2,620	16,713	-	-	-		-	
Total Other		2,620	16,713	-	-	-		-	
Total Appropriations		17,075	28,632	5,958,031	135,414	5,707,984		3,770,822	

106 - Water Projects - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	17,075	28,632	-	135,414	-	-	-	-
507-38-9015	CASH CARRY FORWARD	-	-	5,958,031	-	-	-	3,770,822	
Total Revenues		17,075	28,632	5,958,031	135,414	-		3,770,822	
Net Surplus/(Deficit)		-	-	-	-	-		-	

106 - Water Projects - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

153 - DATE - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
204-3451-153-51-1100	SALARIES	(20)	-	-	-	-	-	-	-
204-3451-153-51-1300	OVERTIME	(0)	-	-	-	-	-	-	-
204-3451-153-51-2101	MEDICAL/LIFE INSURANCE	3	-	-	-	-	-	-	-
204-3451-153-51-2102	HEALTH INSURANCE	75	-	-	-	-	-	-	-
204-3451-153-51-2200	PAYROLL TAXES	(1)	-	-	-	-	-	-	-
204-3451-153-51-2401	RETIREMENT	(1)	-	-	-	-	-	-	-
204-3451-153-51-2600	UNEMPLOYMENT	-	-	-	-	-	-	-	-
204-3451-153-51-2700	WORKMEN'S COMPENSATION	(1)	-	-	-	-	-	-	-
Total Personnel		54	-	-	-	-	-	-	-
204-3451-153-52-1101	CONSULTANT	-	-	-	-	10,400	10,400		
204-3451-153-52-1102	SUPERIOR COURT REV PROGRAM	-	1,041	2,500	-	2,500	2,500		
204-3451-153-52-2321	ANKLE MONITORING	-	1,179	10,000	-	5,000	5,000		
204-3451-153-52-3301	ADVERTISEMENT	8,388	10,516	5,000	5,133	5,000	5,000		
Total Services		8,388	12,736	17,500	5,133	22,900	17,900		
204-3451-153-53-1102	OPERATING SUPPLIES	6,392	9,165	13,000	5,533	6,000	6,000		
Total Supplies		6,392	9,165	13,000	5,533	6,000	6,000		
Total Capital		-	-	-	-	-	-		
Total Other		-	-	-	-	-	-		
Total Appropriations		14,834	21,901	30,500	10,666	28,900	23,900		

153 - DATE - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(5,645)	(5,167)	-	(2,670)	-	-	-	-
204-35-1205	DRUG ABUSE & TREATMENT EDUCATI	20,473	27,061	30,500	13,332	-	26,000		
204-36-1005	INTEREST ON INVESTMENT	7	7	-	4	-	-	-	-
204-38-9015	CASH CARRY-FORWARD	-	-	-	-	-	(2,100)		
Total Revenues		14,834	21,901	30,500	10,666	-	23,900		
Net Surplus/(Deficit)		-	-	-	-	-	-		

153 - DATE - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
		0	0	0	0	0
Total Personnel		0	0	0	0	0

219 - Sheriff Special Revenue - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget	Actuals	Dept	Adopted	2022
		2019	Actuals	2020	2021	12/31/20	Requested 2022		
Total Personnel		-	-	-	-	-	-	-	-
219-3326-017-52-3900-1	PUBLIC SAFETY IR	376,599	374,745	500,000	-	500,000		500,000	
Total Services		376,599	374,745	500,000	-	500,000		500,000	
		-	-	-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-	-	-
219-3326-017-54-2500	OTHER EQUIPMENT	60,125	-	-	-	-	-	-	-
Total Capital		60,125	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
Total Other		-	-	-	-	-	-	-	-
Total Appropriations		436,724	374,745	500,000	-	500,000		500,000	

219 - Sheriff Special Revenue - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(22,053)	(60,316)	-	-	-	-	-	-
219-34-2300-1	CHARGES FOR SERVICES IR	451,117	429,144	500,000	-	-			500,000
219-34-2300-2	CHARGES FOR SERVICES PH	-	-	-	-	-	-	-	-
219-34-2300-3	CHARGES FOR SERVICES SH	-	-	-	-	-	-	-	-
219-35-1360	PROCEEDS SEIZED ASSETS	7,660	5,917	-	-	-	-	-	-
219-37-1000-1	DONATIONS EB	-	-	-	-	-	-	-	-
219-37-1000-2	DONATIONS PL	-	-	-	-	-	-	-	-
219-37-1000-3	DONATIONS CP	-	-	-	-	-	-	-	-
Total Revenues		436,724	374,745	500,000	-	-			500,000
Net Surplus/(Deficit)		-	-	-	-	-			-

219 - Sheriff Special Revenue - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total	
							0
Total Personnel		0	0	0	0		0

223 - Dry Waste & Recycling Center - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals 2019	Actuals	2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel									
545-4310-223-52-1201	BANK CHARGES	-		-	-	-	-		-
545-4310-223-52-1307	POST-CLOSURE CARE	-		-	-	-	-		-
545-4310-223-52-1314	SOLID WASTE COLL.-LANDFILL	41,365		43,241	60,000	25,227	60,000		60,000
545-4310-223-52-2203	R & M - GENERAL (EQUIP)	-		-	-	-	-		-
Total Services		41,365		43,241	60,000	25,227	60,000		60,000
545-4310-223-53-1102	OPERATING SUPPLIES	-		-	-	-	-		-
545-4310-223-53-1210	UTILITIES	7,334		8,321	6,000	3,694	6,000		7,390
Total Supplies		7,334		8,321	6,000	3,694	6,000		7,390
		-		-	-	-	-		-
Total Capital		-		-	-	-	-		-
545-4310-223-56-1000	DEPRECIATION EXPENSE	9,602		9,602	-	-	10,000		-
Total Other		9,602		9,602	-	-	10,000		-
Total Appropriations		58,300		61,164	66,000	28,920	76,000		67,390

223 - Dry Waste & Recycling Center - Revenues

GL Account	GL Name	Actuals 2019	Actuals	2020	Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	57,279		(6,253)	-	28,919	-		-
545-34-4115	LANDFILL OTHER	1,019		1,413	1,900	-	-		1,900
545-36-1005	INTEREST ON INVESTMENT	3		3	-	1	-		-
545-38-9005	MISCELLANEOUS REVENUE	-		-	-	-	-		-
545-39-1105	OPERATING XFER IN (FROM GF)	-		66,000	64,100	-	-		65,490
Total Revenues		58,300		61,164	66,000	28,920	-		67,390
Net Surplus/(Deficit)		-		-	-	-	-		-

223 - Dry Waste & Recycling Center - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

230 - Juvenile Services - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
		-	-	-	-	-	-	-	-
Total Personnel									
230-3460-230-52-3900	JUVENILE EXPENSES	-	-	2,500	-	2,500			2,500
Total Services									
		-	-	2,500	-	2,500			2,500
Total Supplies									
		-	-	-	-	-	-	-	-
Total Capital									
		-	-	-	-	-	-	-	-
Total Other									
		-	-	-	-	-	-	-	-
Total Appropriations									
		-	-	2,500	-	2,500			2,500

230 - Juvenile Services - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(2,954)	(2,075)	-	(1,022)	-	-	-	-
230-35-1161	JUVENILE SERVICES FUND FINES	2,950	2,070	2,500	1,020	-			2,500
230-36-1005	INTEREST ON INVESTMENT	4	5	-	2	-			-
Total Revenues									
		0	0	2,500	0	-			2,500
Net Surplus/(Deficit)									
		0	0	-	0				-

230 - Juvenile Services - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

236 - State Drug Account - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
211-3306-236-53-1102	OPERATING SUPPLIES	-		-	50,000	-		50,000		50,000
211-3306-236-53-1702	GENERAL - STATE CONDEMNNA	7,660		5,917	-	2,092		-		-
Total Supplies		7,660		5,917	50,000	2,092		50,000		50,000
		-		-	-	-		-		-
Total Capital		-		-	-	-		-		-
		-		-	-	-		-		-
Total Other		-		-	-	-		-		-
Total Appropriations		7,660		5,917	50,000	2,092		50,000		50,000

236 - State Drug Account - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	(1,400)		(955)	-	954		-		-
211-35-2202	STATE CONDEMNATION FUNDS	9,060		6,871	50,000	1,138		-		50,000
211-36-1005	INTEREST ON INVESTMENT	0		1	-	0		-		-
Total Revenues		7,660		5,917	50,000	2,092		-		50,000
Net Surplus/(Deficit)		-		-	-	-		-		-

236 - State Drug Account - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

240 - Jail Construction & Staffing - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
240-1565-014-53-1102	OPERATING SUPPLIES	-		-	60,000	-		60,000		60,000
Total Supplies		-		-	60,000	-		60,000		60,000
		-		-	-	-		-		-
Total Capital		-		-	-	-		-		-
240-1565-014-61-1001	OPERATING XFER OUT (DEBT SERVI	-		-	-	-		-		-
Total Other		-		-	-	-		-		-
Total Appropriations		-		-	60,000	-		60,000		60,000

240 - Jail Construction & Staffing - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	(64,925)		(60,922)	-	(21,765)		-		-
240-35-1210	JAIL BLDG FUND & INTEREST	64,916		60,909	60,000	21,755		-		60,000
240-36-1005	INTEREST ON INVESTMENT	9		14	-	9		-		-
Total Revenues		0		0	60,000	0		-		60,000
Net Surplus/(Deficit)		0		0	-	0				-

240 - Jail Construction & Staffing - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

245 - Prison Commissary - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
		-	-	-	-	-	-	-	-
Total Personnel									
245-3420-245-52-3901	COST OF GOODS SOLD	168,674	180,885	180,000	-	180,000		180,000	
Total Services		168,674	180,885	180,000	-	180,000		180,000	
		-	-	-	-	-	-	-	-
Total Supplies									
		-	-	-	-	-	-	-	-
Total Capital									
		-	-	-	-	-	-	-	-
Total Other									
		-	-	-	-	-	-	-	-
Total Appropriations		168,674	180,885	180,000	-	180,000		180,000	

245 - Prison Commissary - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-	-	-
245-34-2300	CHARGES FOR SERVICES	-	-	-	-	-	-	-	-
245-34-2301	COMMISSARY SALES	168,674	180,885	180,000	-	-		180,000	
Total Revenues		168,674	180,885	180,000	-	-		180,000	
Net Surplus/(Deficit)		-	-	-	-	-		-	

245 - Prison Commissary - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

272 - Development Services - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
272-7401-024-51-1100-1	SALARIES	420,851		516,464	606,575	259,278		653,144		630,728
272-7401-024-51-1100-2	SALARIES	(144)		-	-	-		-		-
272-7401-024-51-1101-1	RAISES	-		-	-	-		-		-
272-7401-024-51-1300-1	OVERTIME	6,059		5,302	-	1,465		-		-
272-7401-024-51-1300-2	OVERTIME	-		-	-	-		-		-
272-7401-024-51-2101-1	MEDICAL/LIFE INSURANCE	2,317		3,921	3,575	2,366		4,143		3,818
272-7401-024-51-2101-2	MEDICAL/LIFE INSURANCE	-		-	-	-		-		-
272-7401-024-51-2102-1	HEALTH INSURANCE	78,295		100,922	148,961	55,331		215,697		190,757
272-7401-024-51-2102-2	HEALTH INSURANCE	-		-	-	-		-		-
272-7401-024-51-2200-1	PAYROLL TAXES	30,472		37,201	46,403	18,723		49,965		48,251
272-7401-024-51-2200-2	PAYROLL TAXES	(11)		-	-	-		-		-
272-7401-024-51-2401-1	RETIREMENT	19,035		24,470	36,035	13,490		38,829		37,484
272-7401-024-51-2401-2	RETIREMENT	-		-	-	-		-		-
272-7401-024-51-2600-1	UNEMPLOYMENT	287		411	598	33		633		598
272-7401-024-51-2600-2	UNEMPLOYMENT	(0)		-	-	-		-		-
272-7401-024-51-2700-1	WORKMEN'S COMPENSATION	6,673		6,746	6,897	3,212		6,761		6,772
272-7401-024-51-2700-2	WORKMEN'S COMPENSATION	(2)		-	-	-		-		-
Total Personnel		563,833		695,437	849,043	353,899		969,172		918,407
272-7401-024-52-1101	CONSULTANT	3,880		-	-	-		180,000		180,000
272-7401-024-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-		-	-	2,005		-		-
272-7401-024-52-1209	ENGINEERING SERVICES	150,611		176,307	125,000	89,962		310,720		310,720
272-7401-024-52-1306	PEST CONTROL	-		-	-	731		1,350		1,460
272-7401-024-52-1306-1	PEST CONTROL	-		-	-	-		-		-
272-7401-024-52-1306-2	PEST CONTROL	-		-	-	-		-		-
272-7401-024-52-2201-1	R&M FIRST SERV VECH MAINT	8,142		5,847	5,000	4,278		4,500		4,500
272-7401-024-52-2202	R&M - GENERAL(BUILDING)	-		476	-	153		-		-
272-7401-024-52-2205	VEHICLE ACCIDENT	225		-	-	-		-		-
272-7401-024-52-2321	OPERATING LEASES/RENTAL COPIER	4,415		4,330	4,400	2,117		3,960		4,235
272-7401-024-52-3101	PROPERTY INSURANCE	-		215	216	215		216		216
272-7401-024-52-3102-1	AUTO, TRK, EQ - INSURANCE	2,839		5,293	6,000	5,293		6,000		5,300
272-7401-024-52-3103-1	PROF/GEN/LAW LIABINSURAN	4,613		3,884	3,900	3,884		3,900		3,900
272-7401-024-52-3201	TELEPHONE	8,689		9,404	8,100	4,227		8,000		8,455
272-7401-024-52-3201-1	TELEPHONE	355		-	-	-		-		-
272-7401-024-52-3301	ADVERTISEMENT	510		2,540	-	-		-		-
272-7401-024-52-3301-1	ADVERTISEMENT	629		1,406	2,700	2,020		2,600		2,600
272-7401-024-52-3301-2	ADVERTISEMENT	2,801		-	-	-		-		-
272-7401-024-52-3701	PER DIEM & TRAVEL	219		2,395	5,000	567		9,000		6,000
272-7401-024-52-3702	TRAINING SCHOOLS & SEMINA	1,536		4,107	5,000	700		9,000		6,000
272-7401-024-52-3705	MEMBERSHIP DUES	930		303	1,000	1,760		3,000		3,000
272-7401-024-52-4000	RETURNED CHECK EXPENSE	250		-	-	-		-		-

Total Services		190,643	216,505	166,316	117,913	542,246	536,386
272-7401-024-53-1101	OFFICE SUPPLIES	4,402	9,261	9,000	2,255	9,000	9,000
272-7401-024-53-1102	OPERATING SUPPLIES	11,195	4,752	-	992	5,000	5,800
272-7401-024-53-1104	POSTAGE	1,355	1,331	1,000	1,155	2,200	2,200
272-7401-024-53-1210-1	UTILITIES	360	360	-	105	450	450
272-7401-024-53-1270	GAS & DIESEL FUEL	10,764	10,470	12,000	4,339	10,800	11,500
272-7401-024-53-1301-2	GROCERIES	-	-	-	169	800	-
272-7401-024-53-1402	PRINTING & PUBLICATIONS	-	70	-	-	500	-
272-7401-024-53-1701-1	UNIFORMS	606	334	500	-	500	500
Total Supplies		28,682	26,579	22,500	9,014	29,250	29,450
272-7401-024-54-2201	AUTOS & TRUCKS	-	-	-	-	60,000	49,725
272-7401-024-54-2502	OTHER EQUIPMENT	228	-	-	-	-	-
Total Capital		228	-	-	-	60,000	49,725
272-7401-024-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	-	9,624
Total Other		-	-	-	-	-	9,624
Total Appropriations		783,387	938,521	1,037,859	480,827	1,600,668	1,543,592

272 - Development Services - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals 2020					
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(153,174)	(631,080)	-	(187,605)	-	-	-
272-32-3100	BUILDING PERMITS	628,947	1,173,499	760,000	521,317	-	1,000,000	-
272-32-3121	REZONING FEES	21,650	20,800	17,000	11,800	-	-	20,000
272-32-3122	SUBDIVISION FEES	71,974	79,028	25,000	44,304	-	-	75,000
272-32-3140	INSPECTION & ELECTRL FEES	39,354	61,350	42,000	25,625	-	-	45,000
272-32-3190	CULVERT INSPECTIONS	11,830	9,080	9,800	5,100	-	-	10,000
272-33-4215	FEMA	-	3,352	-	-	-	-	-
272-34-1300	LAND DISTRIBUTING ACTIVITY	19,222	48,920	25,000	60,206	-	-	60,000
272-34-1400	COPIES	-	-	-	-	-	-	-
272-36-1005	INTEREST ON INVESTMENT	1,082	4,182	1,000	79	-	-	1,000
272-38-9005	MISCELLANEOUS REVENUE	61	30	30	-	-	-	30
272-38-9015	CASH CARRY FORWARD	-	-	-	-	-	-	-
272-39-1105	OPERATING XFER IN (SPECIAL TAX	142,440	169,360	158,029	-	-	-	282,837
272-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	-	49,725
Total Revenues		783,387	938,521	1,037,859	480,827	-	-	1,543,592
Net Surplus/(Deficit)		-	-	-	-	-	-	(0)

272 - Development Services - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
	ASSISTANT COUNTY MANAGER		1			1
	BUILDING INSPECTOR			2		2
	BUILDING OFFICIAL		1			1
	CODE ENFORCEMENT OFFICER			2		2
	DEPUTY BUILDING OFFICIAL		1			1
	PERMIT MANAGER			1		1
	PLANNING AND ZONING MANAGER		1			1
	RECEPTIONIST			1		1
	ZONING BOARD				5	5
	ZONING TECHNICIAN			2		2
Total Personnel		0	4	8	5	17

273 - Senior Citizens Activity - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
273-5520-032-51-1100	SALARIES	67,268		77,384	35,416	81,757		80,863
273-5520-032-51-1101	RAISES	-		-	-	-		-
273-5520-032-51-1300	OVERTIME	-		-	-	-		-
273-5520-032-51-2101	MEDICAL/LIFE INSURANCE	335		650	334	650		650
273-5520-032-51-2102	HEALTH INSURANCE	13,577		24,613	11,311	29,643		29,643
273-5520-032-51-2200	PAYROLL TAXES	5,136		5,920	2,677	6,254		6,186
273-5520-032-51-2401	RETIREMENT	2,311		3,499	1,587	3,744		3,690
273-5520-032-51-2600	UNEMPLOYMENT	119		105	1	105		105
273-5520-032-51-2700	WORKMEN'S COMPENSATION	503		580	266	613		606
Total Personnel		89,248		112,751	51,592	122,767		121,744
273-5520-032-52-1306	PEST CONTROL	-		-	60	-		-
273-5520-032-52-2202	R & M - GENERAL(BUILDING)	1,148		-	-	-		-
273-5520-032-52-3103	PROF/GEN/LAW LIAB\INSURAN	606		650	645	-		650
Total Services		1,754		650	705	-		650
273-5520-032-53-1101	OFFICE SUPPLIES	280		-	-	-		-
273-5520-032-53-1105	CRAFT PROGRAM	9,664		8,000	3,940	8,000		8,000
Total Supplies		9,944		8,000	3,940	8,000		8,000
Total Capital		-		-	-	-		-
Total Other		-		-	-	-		-
Total Appropriations		100,947		121,401	56,237	130,767		130,394

273 - Senior Citizens Activity - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-		-
	COMBINED REVENUES PRIOR YEAR	(13,128)		-	52,851	-		-
273-36-1005	INTEREST ON INVESTMENT	5		-	4	-		-
273-38-9001	CRAFT PROGRAM REVENUE	10,312		9,250	3,383	-		3,500
273-38-9005	MISCELLANEOUS REVENUE	-		-	-	-		-
273-39-1100	OPERATING XFER IN FROM GF	-		-	-	-		126,894
273-39-1103	OPERATING XFER IN FROM SPECIAL	103,758		112,151	-	-		-
Total Revenues		100,947		121,401	56,237	-		130,394
Net Surplus/(Deficit)		-		-	-	-		(0)

273 - Senior Citizens Activity - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
	ACTIVITIES INSTRUCTOR			2		2
	NUTRITION AID/INSTRUCTOR				1	1
Total Personnel		0	0	2	1	3

274 - Hospital Indigent - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
		-	-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Services		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
Total Capital		-	-	-	-	-	-	-
274-5110-274-57-2015	HOSPITAL DISBURSEMENT	3,558,913	3,551,470	3,600,000	1,782,974	3,600,000		3,600,000
274-5110-274-61-1001	OPERATING XFER OUT (GF)	-	-	-	-	-		-
Total Other		3,558,913	3,551,470	3,600,000	1,782,974	3,600,000		3,600,000
Total Appropriations		3,558,913	3,551,470	3,600,000	1,782,974	3,600,000		3,600,000

274 - Hospital Indigent - Revenues

GL Account	GL Name	Actuals		Budget 2021	Actuals 12/31/20	Dept Requested 2022	Adopted	2022
		2019	Actuals					
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-		3,524,916
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-		-
	OTHER GENERAL REVENUES	-	-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	3,467,048	3,412,090	3,555,542	1,703,771	-		-
274-35-1110	COURT FINES	91,865	139,381	44,458	79,203	-		75,084
Total Revenues		3,558,913	3,551,470	3,600,000	1,782,974	-		3,600,000
Net Surplus/(Deficit)		-	-	-	-	-		-

274 - Hospital Indigent - Personnel

Title		Elected	FT - Exempt	FT - Regular	PT	Total
						0
Total Personnel		0	0	0	0	0

276 - Hotel/Motel Tax - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
		-		-	-	-		-		-
Total Personnel		-		-	-	-		-		-
		-		-	-	-		-		-
Total Services		-		-	-	-		-		-
		-		-	-	-		-		-
Total Supplies		-		-	-	-		-		-
		-		-	-	-		-		-
Total Capital		-		-	-	-		-		-
276-7520-276-57-2000	HOTLE/MOTEL TAX DISBURSEMENTS	14,967		12,999	14,000	3,144		14,000		15,000
Total Other		14,967		12,999	14,000	3,144		14,000		15,000
Total Appropriations		14,967		12,999	14,000	3,144		14,000		15,000

276 - Hotel/Motel Tax - Revenues

GL Account	GL Name	Actuals			Budget 2021	Actuals		Dept Requested 2022	Adopted	2022
		2019	Actuals	2020		12/31/20				
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-		-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-		-		-
	OTHER GENERAL REVENUES	-		-	-	-		-		-
	COMBINED REVENUES PRIOR YEAR	(3,742)		(3,250)	-	(1,786)		-		-
276-31-4100	HOTEL/MOTEL TAX REVENUE	18,709		16,248	14,000	4,930		-		15,000
Total Revenues		14,967		12,999	14,000	3,144		-		15,000
Net Surplus/(Deficit)		-		-	-	-		-		-

276 - Hotel/Motel Tax - Personnel

Title		Elected		FT - Exempt		FT - Regular		PT		Total
										0
Total Personnel		0		0		0		0		0

335 - TSPLOST - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel		-		-	-	-	-		-
		-		-	-	-	-		-
Total Services		-		-	-	-	-		-
		-		-	-	-	-		-
Total Supplies		-		-	-	-	-		-
335-4206-335-54-1400	EFFINGHAM PARKWAY	-		-	-	-	1,562,610	5,000,000	
335-4206-335-54-1401	TSPLOST COUNTY PROJECTS	-		-	-	-	12,815,077	16,252,467	
Total Capital		-		-	-	-	14,377,687	21,252,467	
335-4206-335-57-1000	TSPLOST PAYMENTS TO CITIES	-		-	-	-	537,390	4,548,620	
335-4206-335-61-1000	OPERATING XFER OUT (DEBT SERVICE)	-		-	-	-	7,093,808	7,093,808	
Total Other		-		-	-	-	7,631,198	11,642,428	
Total Appropriations		-		-	-	-	22,008,885	32,894,894	

335 - TSPLOST - Revenues

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	-		-	-	-	-		-
335-31-3500	TSPLOST	-		-	-	-	-	10,087,223	
335-38-9015	CASH CARRY FORWARD	-		-	-	-	-	22,807,672	
Total Revenues		-		-	-	-	-	32,894,894	
Net Surplus/(Deficit)		-		-	-	-	-		-

335 -TSPLOST - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

560 - Stormwater - Appropriations									
New Business 01 June 15, 2021									
GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel		-		-	-	-	-		-
560-4910-560-52-1101	CONSULTANT	-		-	-	-	136,800	136,800	
Total Services		-		-	-	-	136,800	136,800	
560-4910-560-53-1102	OPERATING SUPPLIES	-		-	-	-	4,000		4,000
Total Supplies		-		-	-	-	4,000		4,000
560-4910-560-54-3000	MASTER PLAN	-		-	-	-	160,000		160,000
Total Capital		-		-	-	-	160,000		160,000
Total Other		-		-	-	-	-		-
Total Appropriations		-		-	-	-	300,800		300,800
560 - Stormwater - Revenues									
GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	-		-	-	-	-		-
560-33-4110	CIG Grant	-		-	-	-	-		80,000
560-39-1000	OPERATING XFER IN (FROM SPECIAL TAX DI:	-		-	-	-	-		220,800
Total Revenues		-		-	-	-	-		300,800
Net Surplus/(Deficit)		-		-	-	-	-		-
560 -Stormwater - Personnel									
Title		Elected	FT - Exempt	FT - Regular	PT	Total			
						0			
Total Personnel		0	0	0	0	0			

600 - Self-funded Insurance - Appropriations

New Business 01
June 15, 2021

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
		-		-	-	-	-		-
Total Personnel									
600-1541-600-52-1100	ADMIN FEES	-		-	-	-	-		-
600-1541-600-52-1200	CLAIMS	-		-	-	-	-	6,503,655	-
600-1541-600-52-3100	STOP LOSS INSURANCE	-		-	-	-	-		-
600-1541-600-52-3916	BANK CHARGES	-		-	-	-	-		-
Total Services		-		-	-	-	-	6,503,655	-
Total Supplies		-		-	-	-	-		-
Total Capital		-		-	-	-	-		-
Total Other		-		-	-	-	-		-
Total Appropriations		-		-	-	-	-	6,503,655	-

600 - Self-funded Insurance - Revenues

GL Account	GL Name	2019	Actuals	2020	2021	12/31/20	Requested 2022	Adopted	2022
	PROPERTY TAX, TAVT, & PENALTIES	-		-	-	-	-		-
	LOCAL OPTION SALES TAX (LOST)	-		-	-	-	-		-
	OTHER GENERAL REVENUES	-		-	-	-	-		-
	COMBINED REVENUES PRIOR YEAR	-		-	-	-	-		-
600-34-1800	ER PAID MAJOR MEDICAL	-		-	-	-	-	6,503,655	-
600-34-1810	ER PAID THIRD PARTY ADMINISTRATOR FEE	-		-	-	-	-		-
600-34-1820	ER PAID STOP LOSS INSURANCE	-		-	-	-	-		-
600-34-1830	EE PAID HEALTH INSURANCE	-		-	-	-	-		-
Total Revenues		-		-	-	-	-	6,503,655	-
Net Surplus/(Deficit)		-		-	-	-	-		-

600 - Self-funded Insurance - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT	Total
					0
Total Personnel	0	0	0	0	0

Staff Report

Subject: Approval and publication of Human Resources Standards of Practice 6.13, Effingham County Cell Phone Use

Author: Vicki Dunn, Human Resources Director

Department: Human Resources / Risk Management

Meeting Date: June 15, 2021

Item Description: Approval and publication of HR Standards of Practice 6.13, Effingham County Cell Phone Use

Summary Recommendation:

Staff is requesting authorization to publish HR Standards of Practice 6.13, Effingham County Cell Phone Use.

Executive Summary/Background

This policy describes the regulations and responsibilities of County employees that have been issued County cell phones. The policy explains cell phone administration, business and personal use, and safety measures.

This policy has been reviewed by the County Manager and approved as true to form by the County Attorney.

Alternatives for Commission to Consider

1. Approve the policy and authorize publication and distribution.
2. Disapprove the policy and provide guidance to staff.

Recommended Alternative:

Staff recommends Alternative 1.

Other Alternatives:

None

Department Review: County Manager, County Attorney, Director of IT

Funding Source: No funding impact

Attachments: HR Standards of Practice 6.13, Effingham County Cell Phone Use



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice: Section 6.13	Issue Date: New <u> X </u> Revised <u> </u> Supersedes Policy Dated:
Title: Effingham County Cell Phone Use	Approved by Effingham County Board of Commissioners Initials and Date:

6.13 - COUNTY CELL PHONE USE

A. STANDARD

The purpose of this policy is to describe the regulations for cell phone administration, business, and personal use, department accountability/responsibility, individual responsibilities, safety measures, and service providers.

Cell phones include, but are not limited to, any wireless telecommunications devices, traditional cellular phones, smartphones, push-to-talk phones, etc.

B. PROCEDURE

This policy shall apply to any person that has been issued a cell phone from the Effingham County Board of Commissioners. Such devices shall be those issued to or used by employees or elected officials for business purposes.

To qualify for a County-issued cell phone, a determination must first be made that having a cell phone is an essential part of the employee's job function and/or official duties. Using the following criteria, department heads shall determine which employees within their departments qualify for a County-issued cell phone.

1. Senior management staff in an exempt position who must be available to receive and place time sensitive calls and/or are considered on a permanent on-call status.
2. Full-time employees whose duties and responsibilities require them to maintain voice contact with the County while away from the office or to be accessible outside of normal working hours may be eligible for a County cell phone or cell phone stipend.



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3. Full-time employees whose duties require continual data access in addition to cell phone service while away from the office or outside normal working hours may be eligible for a hotspot or hotspot reimbursement.

C. CELL PHONES (GENERAL)

1. The need for a County-purchased cell phone and securing all necessary funds will be the responsibility of each department head. Costs include any cost for the device, protective case/folio, monthly service fees, licensing fees, client access licenses, business applications, and Mobile Device Management (MDM) licensing.
2. Any County-issued cell phone shall be managed by MDM software and licensing, chosen and managed by the Information Technology (IT) Department.
3. Conditions which must be met for any cell phone to be enabled to access County email:
 - a. All cell phone users must sign a waiver (Mobile Device Security Request Form) acknowledging the employee has read the Cell Phone Policy and agrees to abide by all policy statements within and as may be amended by the County.
 - b. All department heads and/or equivalent shall be aware of the Federal Labor Standards Act (FLSA) provisions regarding compensation of employees for all time worked and must ensure that non-exempt employees understand and are complying with the appropriate use of email during non-scheduled work hours.
 - c. Non-Exempt Employees granted access to email on cell phones shall strictly follow work schedules when replying to any email request. Replying when not at work or otherwise "on the clock" is not authorized



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for Non-Exempt Employees without explicit written directions from the Department Director or equivalent and/or the County Manager or designee.

- d. All email-enabled devices shall be required to automatically “lock” after a reasonable period of inactivity (no longer than 5 minutes) and must be password protected to “unlock” the device. This is to secure a device left unattended from parties not governed by this policy. These policies shall be enforced by the Mobile Device Management Client.
4. For any device approved for connection to the County network, it shall be considered a violation of this policy for any changes to be made to the operating system provided by the manufacturer (i.e., “jail broken” or “rooted”). Any unauthorized changes to the operating system of any device compromises security and will result in termination of service to the device.
5. Upon resignation/termination of employment, or at any time upon request, the employee shall produce the cell phone for return or inspection. Employees unable to present the cell phone in good working condition within one business day from the requested time shall be solely responsible for the full cost of a replacement.

D. SAFEKEEPING AND CUSTODY

1. The Information Technology Department is responsible for establishing agreements with cell phone providers.
2. The Information Technology Department shall maintain a list of County employees who have County-issued cell phones which list shall include the following:
 - a. Date the service was initiated;
 - b. Date the service was terminated;
 - c. Serial number for the equipment;
 - d. Company providing the service;



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- e. Equipment purchase price;
- f. Data setup fees; and
- g. Monthly service fees.

E. PERSONAL USE OF COUNTY-ISSUED CELL PHONES

1. Limited personal use of a County-issued cell phone may be acceptable, so long as:
 - a. Personal use of devices does not interfere with regular work activity and performance.
 - b. Downloading personal applications must be approved by the Information Technology Department. Other "for a fee" downloads are prohibited from being downloaded to a County owned cell phone.
 - c. Devices must maintain enough memory/storage space to run all business-related applications and functionalities.
 - d. Personal does not compromise the security of County information retained on or accessible from the device.
 - e. Other "for a fee" downloads such as music, videos, movies, etc.: it will be the sole responsibility of the end-user/employee to pay for any downloaded media of any type for which a fee is charged. It shall not be the responsibility of the County or the Information Technology Department or employee's Department to backup, maintain, or otherwise protect any personally downloaded application, content, music, video, movie, etc., unless expressly approved and paid for by the County.

F. WHILE OPERATING A VEHICLE

1. Employees whose job responsibilities include regular or occasional driving and who have a cellular phone for business use shall not use their phone while operating a motor vehicle on any public roadway, except in accordance with state law.



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2. Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.
3. If a County vehicle is involved in an accident, the employee's supervisor or County Manager may request to see the driver's cell phone to determine if the driver was using the phone at the time of the accident.

G. NOTIFICATION OF DAMAGED OR STOLEN COUNTY-ISSUED CELLULAR PHONES

Employees are responsible for maintaining adequate physical protection for all equipment issued to them by the County. Employees shall promptly notify their direct supervisor and the Information Technology if any County-issued cellular phone is damaged or stolen. If a County-issued cell phone is stolen, the employee will be required to file a police report.

H. ACCESS TO CELL PHONE STATEMENTS AND RECORDS

1. The County reserves the right to monitor the billing and usage of all County-issued cell phones and has the authority to withhold any improper/unauthorized charges from the employee's wages for reimbursement purposes.

2. By accepting the use of a County cell phone, the employee agrees to promptly reimburse the County for all personal charges made which are deemed by the County to be excessive in frequency and duration. If reimbursement for unlimited plans or when actual charges cannot be determined, other disciplinary actions may be issued.

3. Employees who have a County-issued cell phone acknowledge that there is no expectation of privacy when using County-provided cellular phones. The County has the right to review all records related to cellular and/or wireless devices including but not limited to phone logs, text messages, and internet usage logs. Users should further be aware that all records are subject to disclosure under the Georgia Open Records Act and subpoena.

Staff Report

Subject: Approval and publication of Human Resources Standards of Practice 6.16, Return to Work

Author: Vicki Dunn, Human Resources Director

Department: Human Resources / Risk Management

Meeting Date: June 15, 2021

Item Description: Approval and publication of HR Standards of Practice 6.16, Return to Work

Summary Recommendation:

Staff is requesting authorization to publish HR Standards of Practice 6.16, Return to Work.

Executive Summary/Background

This policy establishes guidelines and requirements for County employees that have had an occupational or non-occupational injury/illness to return to work as quickly and safely as possible. This policy was recommended by GLRMS/ACCG as part of the County's Worker's Compensation plan and health and wellness initiatives.

This policy has been reviewed by the County Manager and approved as true to form by the County Attorney.

Alternatives for Commission to Consider

1. Approve the policy and authorize publication and distribution.
2. Disapprove the policy and provide guidance to staff.

Recommended Alternative:

Staff recommends Alternative 1.

Other Alternatives:

None

Department Review: County Manager, County Attorney, LGRMS Safety Representative

Funding Source: No funding impact

Attachments: HR Standards of Practice 6.16, Return to Work



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice: Section 6.16	Issue Date: New <u> X </u> Revised <u> </u> Supersedes Policy Dated:
Title: RETURN TO WORK	Approved By Effingham County Board of Commissioners Initials and Date

6.16 – RETURN TO WORK

A. STANDARD

1. Effingham County ("the County") strives to assist employees with returning to work as quickly, productively and safely as possible following an occupational or non-occupational injury/illness. This policy is not intended to cover those situations where a person's injury/illness permanently prevents that employee (with or without accommodation) from performing one or more essential duties of the position that the employee occupied at the time of the occurrence of the injury/illness. In those situations, the County's *Americans with Disabilities Act* ("ADA") policy 2.03 will be applicable. Instead, this policy applies to an employee with temporary medical limitations who, upon being released to full duty sometime in the future, is expected to be able to perform the essential duties of the position he/she occupied when their injuries/illnesses occurred ("regular position").
2. Many benefits result from encouraging employees to get well and return to work as soon as possible, including:
 - a. Employees feel more productive, return to wages sooner and are likely to return to their pre-injury jobs more quickly.
 - b. Employers can better control the workers' compensation claim costs and reduce short-term and long-term disability costs when the employee experiences an occupational injury/illness.

B. ELIGIBILITY



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This policy applies to regular full-time and part-time employees who are on leave as a result of injury and illness and/or those employees who are receiving workers' compensation benefits.

C. TEMPORARY TRANSITIONAL ASSIGNMENTS

When possible, the County will make transitional assignments available on a non-discriminatory basis to injured/ill employees to minimize or eliminate time lost from work. The County defines "temporary transitional assignment" as a temporary light-duty, limited-duty or modified-duty work assignment within the employee's medically-prescribed limitations and job, knowledge, skills and abilities ("KSA's"). The term "temporary transitional assignment" appearing in this Policy is synonymous with the term "transitional assignment."

1. When possible, transitional positions will be made available to injured employees to minimize or eliminate time lost from work. Effingham County cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for the purposes of offering placement to such a position.
2. In the event an employee refuses transitional work (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, Effingham County is not obligated to provide an alternative position. In such cases, the Human Resources Department will notify the insurance carrier of the employee's refusal of the transitional work.

C. PROCEDURE

1. The County necessarily has limited knowledge concerning the state of the injured/ill employee's health, when an employee is absent from work due to an injury or illness. Also, the County may not know of the employee's desire to return to work prior to being released to full duty to his/her regular position. As a result, the injured/ill employee is responsible for communicating to Human Resources his/her desire for a temporary transitional assignment, unless it is a work-related injury/illness. In that case, it



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is the Human Resources Department responsibility to communicate to the employee the availability and details of a temporary transitional assignment.

2. An employee with an injury/illness unrelated to work who desires a temporary transitional assignment must request a *Return to Work Form- HR FORM 65* from Human Resources and a *Job Description Form* to give to the attending physician for completion. An employee with a work-related injury/illness does not need to request the Form; instead, the Human Resources Department shall follow the procedures as set forth in the *Georgia Workers' Compensation Act* for the return to a temporary transitional assignment.
3. To be eligible for a temporary transitional assignment, the injured/ill employee shall return the completed form from the attending physician within 24 hours of the form's completion. The injured/ill employee will not be eligible for consideration for a temporary transitional assignment unless and until the completed form is returned to the Human Resources Department. However, nothing in this *Return to Work Policy* shall prohibit or limit the Human Resources Department the ability to return an employee to work pursuant to the *Georgia Workers' Compensation Act*.
4. If the attending physician releases the employee to return to work on modified duty and has completed the *Return to Work form*, the employee should return the forms to Human Resources within 24 hours or as soon as practicable. The employee cannot return to work without the release of his or her health care provider.
5. Human Resources will review the *Return to Work Form* and determine a transitional position for the employee if appropriate and transitional work falls within business needs.
6. Temporary transitional assignments are developed based on a variety of factors, including the physical capability of the injured/ill employee, the needs of the County and the availability of those assignments. The Human Resources Department along with the Department Head will determine



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appropriate hours, shifts, duration and locations of all temporary transitional assignments. The Human Resources Department and the Department Head reserves the right to determine the availability, appropriateness and continuation of all transitional work assignments.

7. It is the responsibility of the employee to provide Human Resources with a current telephone number and address, so the employee may be contacted. The employee must notify Human Resources immediately of any and all changes in medical conditions. Human Resources will communicate with the insurance carrier or health care provider as necessary.

8. Any employee returning to a temporary transitional assignment must not exceed the duties of the position or go beyond the doctor's restrictions. Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician. Nonetheless, it is the injured/ill employee's obligation to be familiar with the medical limitations and to refrain from exceeding those limitations.

1. It is the responsibility of the injured/ill employee or that employee's supervisor to notify Human Resources immediately of any work-related injuries, any employee absences from the temporary transitional assignment or of any changes in the assignment. The Human Resources Department will communicate with the insurance carrier and/or attending physician as necessary.
2. If the County is unable to offer an injured/ill employee a temporary transitional assignment because job modification, vacant position assignment and project assignment are not viable options at the time of the request, the employee will remain on leave, either paid or unpaid, until such time as future employment action is appropriate.

E. SUCCESSIVE FORM SUBMISSIONS



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Section 6.16

Title: **RETURN TO WORK**

1. The County's inability to offer an injured/ill employee a temporary transitional assignment in response to the injured/ill employee's submission of a Form should not discourage the injured/ill employee from submitting subsequent Forms in the future.
2. The County recognizes that an injured/ill employee's medical limitations could vary over time and, as a result, a job modification, vacant position assignment and/or a project assignment could become viable options at some future date. To the extent that an injured/ill employee with an injury/illness unrelated to work desires to be reconsidered for a temporary transitional assignment, the employee shall initiate the review process outlined herein by submitting a new Form.
3. The reconsideration of an injured/ill employee for a temporary transitional assignment shall be initiated by the Human Resources Department consistent with the *Georgia Workers' Compensation Act*.

F. RELATIONSHIP WITH AMERICANS DISABILITY ACT ("ADA") AND FAMILY AND MEDICAL LEAVE ACT (FMLA)

Nothing in this policy shall be construed as eliminating or modifying the County's obligations under the Americans with Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). The County fully complies with the ADA and the FMLA. To the extent that anything in this Policy is inconsistent with the ADA and/or the FMLA, those inconsistent aspects of the Policy shall necessarily yield to the ADA and FMLA. Inquiries about the ADA or FMLA in the context of this or any policy should be directed to Human Resources Department.

G. RELATIONSHIP WITH THE GEORGIA WORKERS' COMPENSATION ACT

Nothing in this policy shall be construed as eliminating or modifying the employee's and/or the County's obligations under the *Georgia Workers' Compensation Act* or depriving an injured/ill employee and/or the County of the rights conferred by that statutory framework. To the extent that anything in this Policy is inconsistent with the *Georgia Workers' Compensation Act*, those inconsistent aspects of the Policy shall necessarily yield to state law.

Staff Report

Subject: Revision of Effingham County Human Resources Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: June 15, 2021

Item Description: Revision of HR Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses

Summary Recommendation:

Staff is requesting to re-publish HR Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses.

Executive Summary/Background

Human Resources Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses establishes uniform expense guidelines for allowable expenses, reimbursements, allowances, and advances for any travel or other business expenses necessary when conducting County business and or traveling.

This policy has been reviewed and approved by the County Manager and as true to form by the County Attorney.

Alternatives for Commission to Consider

1. Approve the revision to Human Resources Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses
2. Disapprove the revision and provide guidance to staff.

Recommended Alternative:

Staff recommends Alternative 1.

Other Alternatives:

1. Make no changes to current policy

Department Review: County Manager and County Attorney

Funding Source: No funding impact

Attachments: Current HR Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses

Revised HR Standards of Practice 2.15 – Travel, Employment and Board of Commissioners Expenses



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice: Section 2.15	Issue Date: 2015 New ____ Revised ____ Supersedes Policy Dated:
Title: Travel, Employment and Board of Commissioners Expenses	Approved By Effingham County Board of Commissioners

2.15 - TRAVEL, EMPLOYMENT AND BOARD OF COMMISSIONER EXPENSES

A. PURPOSE

The purpose of this policy is to establish uniform expense guidelines for board members, elected officials, employees, and approved volunteers (representing Effingham County). These guidelines will govern all allowed expenses, reimbursements, allowances, and advances for any travel, or other business expenses, which are incurred only when conducting County business as required by the Board of Commissioners.

B. STANDARD

1. All out-of-County travel by allowed participants shall be reimbursed/advanced only after proper and prior authorization has been obtained. To receive authorization, a Travel/ Expense Form must be completed and submitted for approval.

a. All travel and other County business expenses must be approved by the Department Head (where appropriate) and the County Manager and/or Chairman. The County Manager may refer major travel and expenses (over \$500 – estimated) to the Chairman for joint review.

2. The County will only pay/reimburse the cost of a single room, single coach class airfare, single meals, etc., unless specific advance approval is obtained from the County Manager and/or the Chairman.

3. Advanced per diem payments are authorized at the discretion of the County Manager and/or the Commissioners.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice

Section 2.15

Title: **Travel, Employment and Board
of Commissioners Expenses**

C. GUIDELINES

The following list of expenses is allowable for reimbursement/advancement by Effingham County, if they are actually incurred/were caused while conducting County business.

1. **Transportation:**

1. Air Travel – Coach class airfare may be paid/reimbursed for travel to locations of more than 200 miles in distance.

2. Vehicle Travel – The actual expense of any gas and oil will be paid/reimbursed, based on actual receipts, when using a county vehicle. If a County vehicle is not available, a private auto may be used only with prior approval (see above). Mileage will be paid/reimbursed at the current federal allowance for the official County miles only. All persons are encouraged to travel in groups, in order to reduce expenses.

a. Any person operating any County vehicle must possess a current valid driver's license, and is required to report any occurrences affecting their driving record, or the validity of their license, to their Department Head prior to reserving a vehicle.

b. To ensure availability of an automobile, County staff and Commissioners must schedule the use of all county vehicles with the appropriate Department Head or the County Manager.

2. **Lodging:** Payments/reimbursements will be allowed for the actual cost of adequate lodging, only if valid hotel/motel receipts accompany the travel/expense form. Lodging will not be reimbursed if the site of the meeting/business is less than 100 miles from Effingham County. If there is a special event within 100 miles, and lodging is requested, specific advance approval by the County Manager and/or the Chairman must be obtained. Each person shall be responsible for filing the proper tax exemption forms at the time of check-in.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice

Section 2.15

Title: **Travel, Employment and Board of Commissioners Expenses**

3. **Meals and miscellaneous:** The cost of related miscellaneous items such as tips, cab or shuttles fares and parking expenses may be paid/reimbursed based on submittal of actual receipts, and only after proper and prior authorization has been obtained. Receipts must be attached to the completed travel/expense form.

1. *Per Diem* allowance – Expenses shall be paid/reimbursed on the basis of a flat allowance of either “Major city” or “Other city” per day. Partial days shall be prorated on this basis. If travel is required before 7 a.m., then breakfast will be paid; if travel is required after 7 p.m., then dinner will be paid. If policies herein prove inadequate, then flexibility can be permitted, but only upon the specific advance approval of the County Manager and/or Chairman.

	*Major City	Other City
Breakfast	\$12.00	\$7.00
Lunch	\$18.00	\$10.00
Dinner	\$30.00	\$18.00
Total per day	\$60.00	\$35.00

(*Major cities are those with population in excess of 200,000. Commissioners and administrative staff attending legislative functions, county association meetings and sponsored training will use the major rate).

2. Guests, including, but not limited to representatives of companies, local state or federal dignitaries (and their guest) may be entertained on occasion, when it is deemed to be necessary official County business. Guests do not include family or personal guests.

3. If meals are provided as part of the registration fee for conventions, seminars, schools, or association meetings, then the per diem allowance will be adjusted accordingly.

4. **Registration fees:** Fees charged for registration at any convention, seminar, school or association meeting are allowable for reimbursement. Registration fees should be paid in advance (directly to the vendor), so that the County may take



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice	
Section 2.15	Title: Travel, Employment and Board of Commissioners Expenses

advantage of any discounts for early registration. Requests for advances to pay fees must be accompanied by the registration form.

~~5. **Telephone charges:** Charges will only be reimbursed for calls involving official county business. Telephone charges must be itemized on lodging receipts. Personal calls to family will be reimbursed up to \$5.00 per day with itemized receipts.~~

~~6.5. **Advances:** A cash advance can be obtained for items other than registration fees when, in the opinion of the County Manager and/or Chairman, payment would be a hardship for those traveling on County business. All portions of the advance request form must be completed before it is submitted for approval to the County Manager and/or Chairman.~~

~~7.6. **Forms:**~~

~~1. The Travel/Expense form is to be used for travel and related expenses. All portions of the form must be completed prior to its submission to the County Manager and/or Chairman for approval.~~

~~2. All other travel or other expenses for which County reimbursement is claimed must be reported on the Travel/Expense form. To obtain reimbursement for travel expenses, the form must be submitted to the Purchasing Department within five (5) days of return from travel. To obtain reimbursement for all other expenses, the form must be submitted within thirty (30) days of incurring the expense. All receipts, ticket stubs and vendor documentation that support the payment/reimbursement request must be attached to the travel/expense form. All attached items should be in original form, if possible.~~



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

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EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

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Staff Report

Subject: Policy Adoption for Park and Recreation Areas Hours of Operation
Author: Eric Larson, Asst. County Manager
Department: Parks and Landscapes / Recreation
Meeting Date: June 15, 2021
Item Description: Policy adopting normal operating hours for parks and recreation facilities.

Summary Recommendation:

For uniformity and enforcement ability, the staff recommends posting hours of operation on all parks and outdoor and indoor recreation facilities. Staff recommends that parks and outdoor recreational areas that do not have programmed and staffed activities at that location be open to the public from Dawn until Dusk. Indoor facilities with planned activity may remain open no later than 10:00 PM. Outdoor locations with scheduled events, such as ball games, will continue to be able to operate in the evenings after Dusk. This policy is needed to enforce unwanted trespass onto the park and recreation facilities after hours and to limit noise nuisances.

Executive Summary/Background:

- Effingham Code of Ordinance Article III Section 46-52 allows the Board of Commissioner to set policies to create operating hours.
- Dawn to Dusk, while subjective for a brief moment in time, is an enforceable condition and adjusted throughout the year as seasons change.
- A limit on hours of operations for indoor activities allows for reasonable use of the facilities without burdening staff and the public with unreasonable late night hours.
- Signage will be posted stating the Code of Ordinance and Board of Commissioner's Policy.
- Planned activities at parks and recreation facilities will not be affected by the posted hours of operation.

Alternatives for Commission to Consider

- 1 - Approve the policy as presented.
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Parks and Landscapes; Recreation; County Attorney

Funding Source: No new funding requested.

Attachments: 1. Draft Policy for Instituting Effingham County Park and Recreation Areas Hours



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Effingham County, Georgia

Policy No. _____

INSTITUTING EFFINGHAM COUNTY PARK AND RECREATION AREAS HOURS

As per **Article III, Section 46-52 *Park and recreation facility hours of operation:*** *Parks and recreation areas shall be open during such hours as may be designated and posted by the board of commissioners and during events sponsored or authorized by the county recreation department. No person shall enter or be present in a county park or recreation area during hours that the park is closed. (Ord. of 6-16-09)*

The Board of Commissioners of Effingham County now deems park and recreation areas hours of operation for public use in Effingham County shall be from dawn to dusk. No person(s) shall enter or be present in a county park or recreation area during hours that the park is closed.

Further, county recreational facilities being utilized for various functions shall be vacated no later than 10:00 pm.

Additionally, in accordance with a subsection of **Article II, Section 30-36 *Loud Noise***, *it shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud or raucous noise; or any noise that unreasonably disturbs injures or endangers the comfort repose, health, peace or safety of reasonable persons of ordinary sensitivity within the unincorporated area of Effingham County (Ord. of 12-8-09, § 1)*

APPROVED THIS _____ DAY OF JUNE, 2021

Wesley M. Corbitt, Chairman
Effingham County Board of Commissioners

ATTEST:

Stephanie D. Johnson
County Clerk

Staff Report

Subject: Water Meter Replacement Project

Author: Christy Carpenter, Finance Director

Department: Finance Department

Meeting Date: 06-15-2021

Item Description: Consideration to approve the purchase of 1500 Master Meters from Consolidated pipe in order to complete the replacement of the Sensus Meters.

Summary Recommendation:

Staff is requesting approval to purchase 1500 Master Meters from Consolidated Pipe and Supply Company at \$175.00 each to complete the replacement of the Sensus Meters.

Executive Summary:

The county has 1500 Sensus water meters that are 10 years old or older that need to be replaced. We have been working to replace some each year and as needed; however, with the current age of these meters, it is best to replace the remaining ones as soon as possible.

Background:

1. Our meters are purchased through Consolidated Pipe and Supply.
2. The normal cost is \$205.00 per meter.
3. Due to the large order, we have been given a discount of \$30.00 per meter (14.6%).
4. Total cost will be \$262,500.
5. Funding is requested in the FY22 budget, but due to the anticipated high demand, staff is requesting to move forward with the purchase order at this time.
6. Meters are not anticipated to be delivered until after 7/1/2021, so a budget amendment is not needed for FY21.

Alternatives for Commission to Consider:

1. Approve to proceed with the purchase order for Consolidated Pipe and Supply.
2. Do not approve to proceed with the purchase order for Consolidated Pipe and Supply.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approval to proceed with the purchase order

Other Alternatives: N/A

Department Review: Finance, County Manager

Funding Source: Requested in FY22 Water & Sewer Capital Budget

Attachments:

1. Quote from Consolidated Pipe and Supply



©

Phone: (912)964-4333
Cell: (912)944-7411
Fax: (912)964-7007

Attention: Effingham County/ EOM

[illegible]

Above prices firm for delivery within 30 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the specifications and are not guaranteed. Material warranties are limited to that of the manufacturer's only. Project quoted as a complete package and sale subject to credit approval. Applicable Sales Tax not included. All MJ Fittings quoted per pound are with accessories and based on with accessory weight.

Staff Report

Subject: Final Plat Revision
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Kevin and Robin Ketcham request approval of a final plat revision for Lots 5 & 6 of Hunter's Walk subdivision.

Summary Recommendation:

Staff have reviewed the final plat revision, and recommend approval.

Executive Summary/Background:

- The applicant wishes to revise the final plat and recombine lots 5 & 6.
- The lot will be served by well and septic.

Alternatives for Commission to Consider

- 1 – Approve the final plat revision for Hunter's Walk lots 5 & 6.
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services

Funding Source: No new funding requested.

Attachments:

1. Final plat revision for Hunter's Walk subdivision.
2. Final Plat showing original lot layout.
3. Proposed plot plan for home construction.

June 15, 2021

Clerk's use

The field data upon which this map or plat is based has a closure precision of one foot in 50,000+ feet, and an angular error of 2" per angle point, and was adjusted using least squares.

This map or plat has been calculated for closure and is found to be accurate within one foot in 100,000+ feet. The survey was made without benefit of a title search. This plat is subject to all recorded easements and restrictions.

This plat is valid only for the person/persons named hereon.

Equipment used: Topcon ES-103 and Carlson Software

This plat is a recombination plat of lots 5 & 6, Hunters Walk S/D, taken from plat recorded at PB 28 Pg 114, no filed survey was performed.

Course	Bearing	Distance
L1	S 61°29'12" E	79.35'
L2	S 41°19'21" W	125.84'
L3	N 44°04'08" W	278.92'
L4	N 45°55'52" E	24.00'
L5	S 44°04'08" E	236.86'
L6	N 41°19'21" E	152.67'

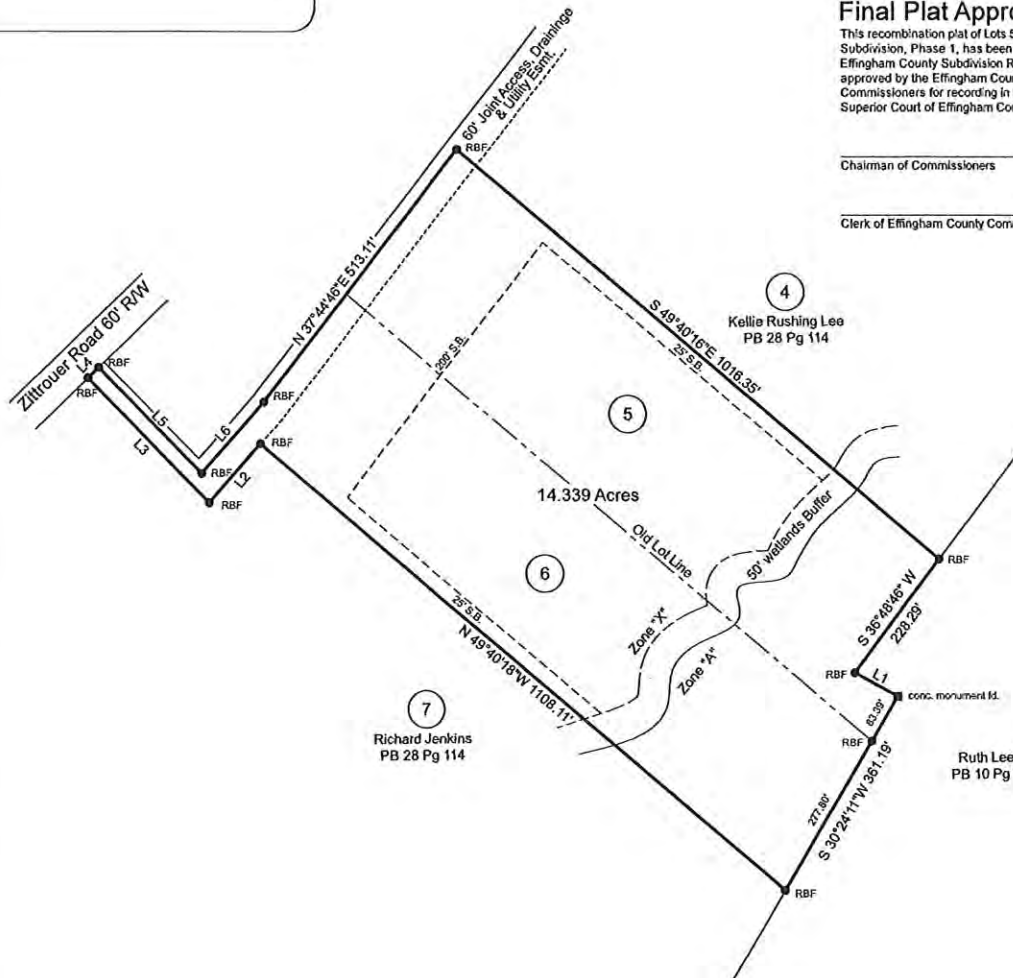


Final Plat Approval

This recombination plat of Lots 5 & 6, Hunters Walk Subdivision, Phase 1, has been found to comply with the Effingham County Subdivision Regulation 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 Commissioners _____ Date _____

Clerk of Effingham County Commissioners _____ Date _____



By graphic plotting only, this property is in Zone X & A of the flood insurance rate map, Community Panel No. 13103C0355E which bears an effective date of 3/16/2015, and is partially in a special flood hazard area.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

Pursuant to O.C.G.A. Section 15-6-67 (d), no approval from any Planning Commission required in order for this plat to be recorded in the Clerk of Superior Court Records.

To the best of my knowledge, information and belief all angles, bearings, measurements, of courses, distances and monuments locations are as shown, have been proven by a land survey and in my opinion this is a correct representation of the land plat and has been prepared in conformity with the minimum standards and requirements of Georgia law 1978.

This survey complies with both the rules of the Georgia board of registration for professional engineers and land surveyors and the official code of Georgia annotated (O.C.G.A.) 15-6-67 as amended by HB1004 (2016) in that where a conflict exists between those two sets of specifications the requirements of the law prevail.

The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.

0 200 400 600
Graphic Scale 1 inch = 200 feet



Pirkle & Associates Surveying Inc.

783 Slater Durrence Rd., Glenville Ga. 30427
Phone 912-654-3268 Fax 912-654-1463
email: pirkleu@windstream.net

Survey Date 5/27/2021

Plat Date 5/27/2021

File #3717

Recombination Survey for:

Kevin & Robin Ketcham

14.339 Acres

Lots 5 & 6, Hunters Walk Subdivision, Phase 1
1559th Georgia Militia District
Effingham County, Georgia

FINAL PLAT APPROVAL:

THE SUBDIVISION KNOWN AS HUNTERS WALK PHASE 1 HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATION AND WAS APPROVED BY THE EFFINGHAM BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

CHAIRMAN OF COMMISSIONERS

CLERK OF EFFINGHAM COUNTY COMMISSIONERS

CERTIFICATE OF ACCURACY:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT, AND ACCURATE SURVEY AS REQUIRED BY THE EFFINGHAM COUNTY SUBD. REGULATIONS AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATION SET FORTH IN SAID REGULATIONS.

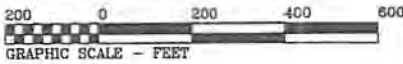
WARREN E. POYTHRESS, RLS 1053

CERTIFICATE OF OWNERSHIP AND DEDICATION:

IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, AND OTHER SITES SHOWN ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

WITNESS

WITNESS

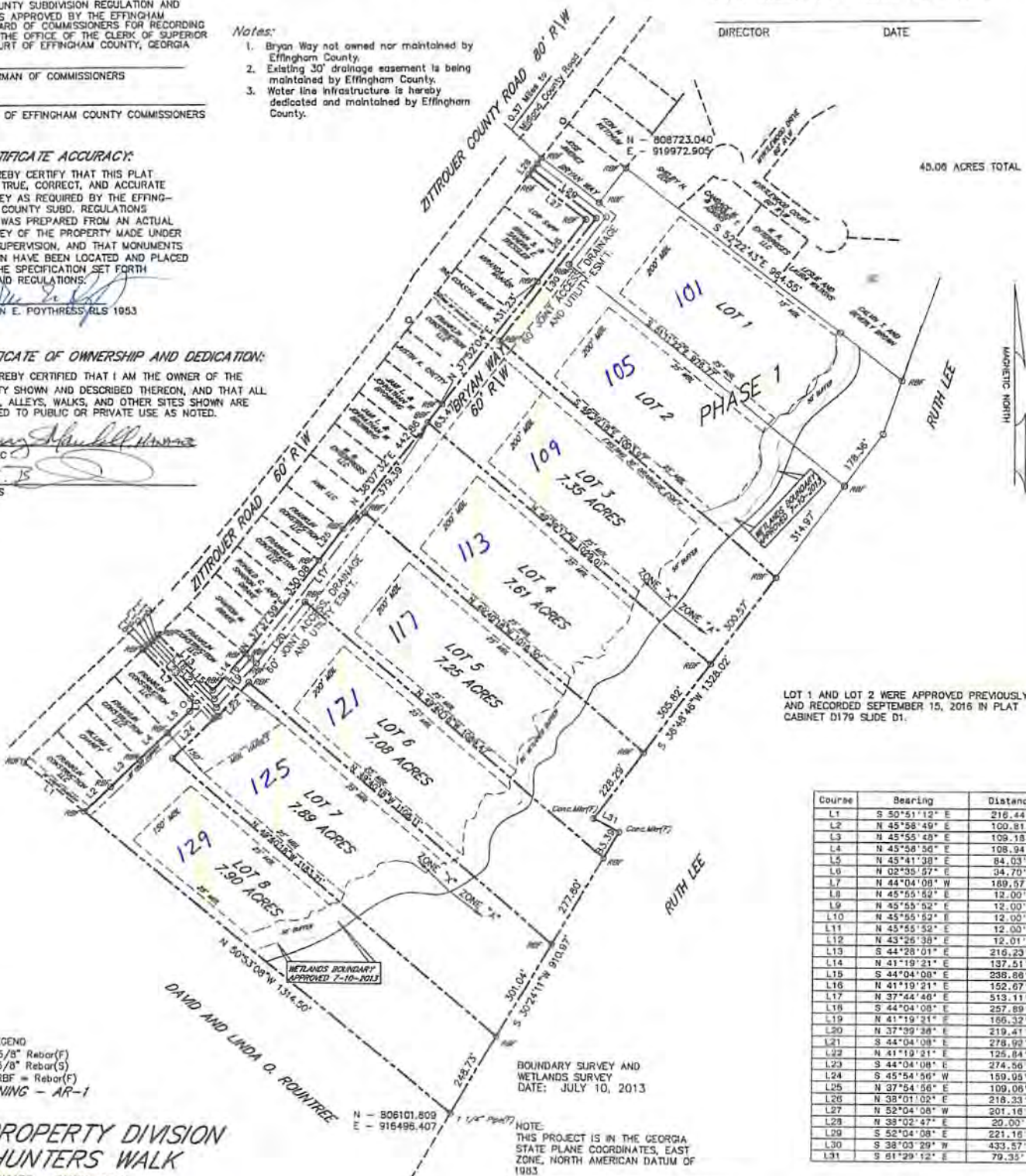


HEALTH DEPARTMENT APPROVAL
APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION.

DIRECTOR

DATE

45.08 ACRES TOTAL



LOT 1 AND LOT 2 WERE APPROVED PREVIOUSLY AND RECORDED SEPTEMBER 15, 2016 IN PLAT CABINET D179 SLIDE D1.

Course	Bearing	Distance
L1	S 50°51'12" E	216.44'
L2	N 45°58'49" E	100.81'
L3	N 45°55'48" E	109.18'
L4	N 45°58'50" E	108.94'
L5	N 45°41'38" E	84.03'
L6	N 02°55'57" E	34.70'
L7	N 44°04'08" W	189.97'
L8	N 45°55'52" E	12.00'
L9	N 45°55'52" E	12.00'
L10	N 45°55'52" E	12.00'
L11	N 45°55'52" E	12.00'
L12	N 43°26'38" E	12.01'
L13	S 44°28'01" E	216.23'
L14	N 41°19'21" E	137.51'
L15	S 44°04'08" E	238.86'
L16	N 41°19'21" E	152.67'
L17	N 37°44'46" E	513.11'
L18	S 44°04'08" E	257.89'
L19	N 41°19'21" E	186.32'
L20	N 37°39'38" E	219.41'
L21	S 44°04'08" E	278.92'
L22	N 41°19'21" E	126.84'
L23	S 44°04'08" E	274.56'
L24	S 45°54'56" W	159.95'
L25	N 37°54'56" E	109.06'
L26	N 38°01'02" E	218.33'
L27	N 52°04'08" W	201.16'
L28	N 38°02'47" E	20.00'
L29	S 52°04'08" E	221.16'
L30	S 38°03'29" W	433.57'
L31	S 61°29'12" E	79.35'

LEGEND

5/8" Rebar(F)
5/8" Rebar(S)
RBF = Rebar(F)
ZONING - AR-1

PROPERTY DIVISION
HUNTERS WALK

OWNER: RHTC, LLC

LOTS 3 - 8, 1559TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA



0:\SURV\1559TH G. M. D. FINAL PLAT 3-8-2017.DWG
07/13/2017 (P)

BOUNDARY SURVEY AND
WETLANDS SURVEY
DATE: JULY 10, 2013

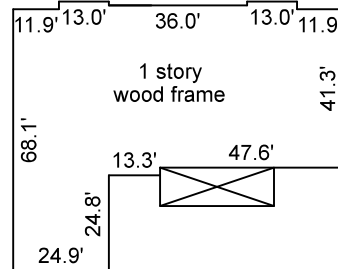
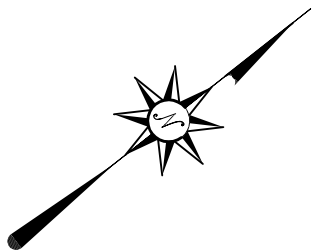
NOTE:
THIS PROJECT IS IN THE GEORGIA
STATE PLANE COORDINATES, EAST
ZONE, NORTH AMERICAN DATUM OF
1983

THIS SURVEY WAS PREPARED IN CONFORMITY
WITH THE TECHNICAL STANDARDS FOR PROP-
ERTY SURVEYS IN GEORGIA AS SET FORTH IN
CHAPTER 180-7 OF THE RULES OF THE GEORGIA
BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS AND AS SET
FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

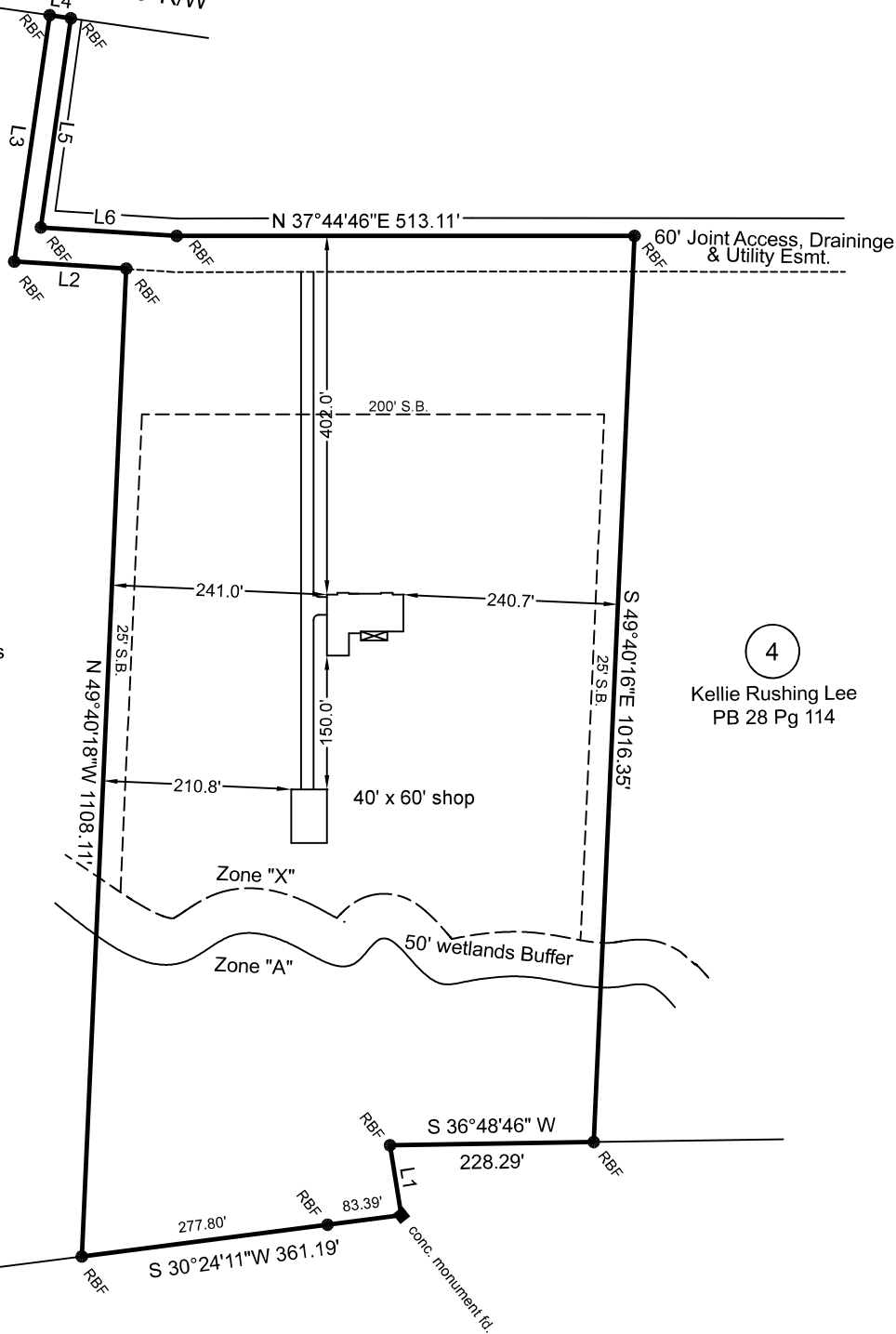
FLOOD CERTIFICATION:

ACCORDING TO FLOOD INSURANCE RATE MAP 130076
PANEL 355 SUFFIX E, DATED MARCH 15, 2015 THE
PORTION OF ALL LOTS INSIDE THE BUILDING SETBACKS ARE
NOT IN A FLOOD HAZARD AREA (LOCATED IN ZONE X)

DATE: JANUARY 19, 2017
BY: WARREN E. POYTHRESS
Reg. Land Surveyor # 1953
991 Hunters Road, Sylvania, Ga.
30467 Tele. - (912) 857-3288
EQUIP: TOPCON 303 TOTAL STATION
THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
IN 26322 FEET, AND ANGULAR
ERROR OF 06 SECONDS PER ANGLE
POINT. AFTER ADJUSTMENTS BY
THE COMPASS RULE THE FINAL PLAT
HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITH-
IN ONE FOOT IN 38301 FEET.



Zittrouer Road 60' R/W



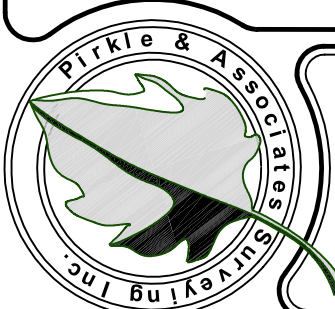
7

Richard Jenkins
PB 28 Pg 114

4

Kellie Rushing Lee
PB 28 Pg 114

Ruth Lee
PB 10 Pg 7



Site Plan for:

Kevin & Robin Ketcham
14.339 Acres
1559th Georgia Militia District
Effingham County, Georgia

Date: 5/27/2021



Pirkle & Associates Surveying Inc.
783 Slater Durrence Rd., Glennville Ga. 30427
Phone: 912-654-3298 Fax: 912-654-1463
email: pirklesurveying@outlook.com
Ga. LSF 000232



Graphic Scale 1 inch = 200 feet

Staff Report

Subject: Approval of Railroad Easement Agreement with Savannah Industrial Logistics, LLC.
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Railroad Easement Agreement

Summary Recommendation: Staff have reviewed the railroad easement agreement and plat for the railroad crossing on McCall Road, and recommend approval.

Executive Summary/Background:

- Savannah Industrial Logistics, LLC, seeks an easement for access to the railroad property shown and described in Exhibits A-C.
- The proposed easement area is a portion of the public road and right of way on McCall Road.
- The easement is for the purpose of railroad management and maintenance within the right of way.
- The grantee (Savannah Industrial Logistics, LLC) is responsible for all costs and expenses incurred in connection with improvements constructed on the railroad property.
- The agreement runs with the land, and is binding on future owners.
- The county must provide 120-days written notice of any modifications to McCall Road on or near the easement area, and also provide reasonable notice of environmental issues, improvements, etc., that may impact the easement area.
- The County Attorney has reviewed and approved the agreement as to form.

Alternatives for Commission to Consider

- 1 – Approve the Railroad Easement Agreement.
- 2 – Take no action.

Recommended Alternative:

Alternative 1

Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:

1. Railroad Easement Agreement and Exhibits; Recorded Plat

**Prepared by, and after recording,
please return to:**

Holland & Knight LLP
1180 West Peachtree Street, Suite 1800
Atlanta, Georgia 30309
Attention: Matthew T. Joe

RAILROAD EASEMENT AGREEMENT

This **RAILROAD EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2021, by and between **EFFINGHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Effingham County (“**Grantor**”) in favor of **SAVANNAH INDUSTRIAL LOGISTICS, LLC**, a Colorado limited liability company (“**Grantee**”). As used herein, Grantee and Grantor are each a “**Party**” and collectively, the “**Parties**.”

RECITALS

- A. Grantor is the owner of that certain real property located in Effingham County, Georgia all as generally shown on the plan attached as **Exhibit A** and made a part hereof, and described in **Exhibit B** attached and made a part hereof (collectively, the “**Easement Area**”), which Easement Area is a portion of the public road and right-of-way known as McCall Road.
- B. Grantee is the owner of certain real property located in Effingham County, Georgia all as generally shown on the map attached hereto as **Exhibit C** and made a part hereof (the “**Grantee Property**”).
- C. The Parties desire that Grantor grant to Grantee an easement over the Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENTS

- 1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. **Railroad Easement.** Grantor hereby grants, creates, establishes, promulgates, and declares to and for the benefit of Grantee and the Grantee Property, a non-exclusive, perpetual, appurtenant, and permanent easement (the “**Easement**”) in, upon, and within the Easement Area for the purpose of the construction, repair, modification, replacement, relocation, renewal, reconstruction, maintenance, operation, and removal of tracks, rails, ballast, ties, switches,

crossings, bridges, tunnels, trestles, culverts, signals, signage, communication lines, poles and auxiliary tracks, striping, concrete, and equipment, utilities, and facilities incident thereto, to serve adjoining rail operations, together with the right to access the Easement Area from adjacent portions of the land owned by Grantor for purposes of exercising its rights hereunder. Grantee shall be solely responsible for paying all costs and expenses that it incurs in connection with improvements constructed hereunder.

3. Exclusion of Certain Causes of Action and Damages.

A. In no event shall any partner, shareholder, director, officer, employee, or agent of any Party incur any personal liability under this Agreement and no such liability shall be sought, obtained, or enforced. Each Party hereby waives the right to seek or collect special, consequential, indirect, and punitive damages from the other Party.

B. Grantor agrees it shall not seek, obtain or enforce maintenance responsibilities or liability for any work requested by Grantor and performed by Grantee at a location outside the Easement Area based on the terms of this Agreement.

4. Run with the Land. This Agreement and the easements created herein shall run with the land and shall benefit and be binding upon each Party's respective successors in title. Any transfer of fee simple title to any property described herein or portion thereof shall be subject to and at all times bound by the terms, conditions, and covenants of this Agreement.

5. Modifications. Grantor shall provide one hundred twenty (120) days prior written notice to Grantee in the event Grantor is considering modifications to McCall Road within proximity of the Easement Area.

6. Change in Conditions. Grantor shall provide Grantee with reasonable notice as soon as Grantor becomes aware of an environmental issue or other condition (e.g., improvements, development in the surrounding area) within proximity of the Easement Area that may impact the Easement Area. Grantor agrees that Grantee shall not be liable for any future impacts to the Easement Area created by Grantor or third parties unless hired by Grantee.

7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Georgia without regard to conflicts of laws principles.

8. Miscellaneous. The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of each of the Parties. This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the date first written above.

Grantor:

Signed, sealed and delivered in the presence of:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

Unofficial Witness

By: _____

Name: _____

Title: Chairman

Notary Public

Attest

My commission expires: _____

By: _____

Name: _____

Title: Clerk

(Notary Seal)

Grantor:

Signed, sealed and delivered in the presence of:

SAVANNAH INDUSTRIAL LOGISTICS, LLC


Unofficial Witness

By:  _____

Name: John Spiegleman

Title: Manager and Chief Legal Officer


Notary Public

My commission expires: 8/19/24

(Notary Seal)

MICHELLE GARCIA NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20204028733 MY COMMISSION EXPIRES AUGUST 19, 2024

- Exhibit A Depiction of the Easement Area
- Exhibit B Legal Description of the Easement Area
- Exhibit C Legal Description of the Grantee Property

Exhibit B

Legal Description of the Easement Area

ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND, SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF MCCALL ROAD AND BLANDFORD ROAD; THENCE TRAVEL APPROXIMATELY 7,000 FEET SOUTHEAST ALONG THE EASTERN RIGHT OF WAY LINE OF MCCALL ROAD TO A METAL PIPE AT THE DIVISION LINE OF LANDS OF SHARPLEY AND LANDS OF SAVANNAH INDUSTRIAL DEVELOPMENT, LLC.;

THENCE CONTINUE ALONG SAID RIGHT OF WAY, S 59° 11' 11" E FOR A DISTANCE OF 292.28' FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUE ALONG SAID RIGHT OF WAY, S 59° 11' 11" E FOR A DISTANCE OF 14.66 FEET TO A POINT;

THENCE CONTINUE ALONG SAID RIGHT OF WAY ALONG A CURVE TURNING TO THE RIGHT THROUGH 00° 07' 48", HAVING A RADIUS OF 2940.00 FEET, AND WHOSE LONG CHORD BEARS S 52° 37' 57" W FOR A DISTANCE OF 6.67 FEET TO A POINT;

THENCE CROSSING MCCALL ROAD TO THE WESTERN RIGHT OF WAY, S 52° 58' 05" W FOR A DISTANCE OF 114.25 FEET TO A POINT;

THENCE ALONG THE WESTERN RIGHT OF WAY OF MCCALL ROAD ALONG A CURVE TURNING TO THE LEFT THROUGH 00° 25' 19", HAVING A RADIUS OF 2830.00 FEET, AND WHOSE LONG CHORD BEARS N 53° 22' 28" W FOR A DISTANCE OF 20.84 FEET TO A POINT;

THENCE CROSSING MCCALL ROAD TO THE EASTERN RIGHT OF WAY, N 52° 58' 05" E FOR A DISTANCE OF 112.80 FEET TO THE POINT OF BEGINNING.

Exhibit C

Legal Description of the Grantee Property

Tract 4B

Tract 4B as depicted in that Minor Subdivision plat recorded August 21, 2020, in Plat Book 28, Page 872, in the public records of the Clerk of the Superior Court of Effingham County, Georgia.

AND

Parcel A1 as depicted in that Minor Subdivision plat recorded August 21, 2020, in Plat Book 28, Page 873, in the public records of the Clerk of the Superior Court of Effingham County, Georgia.

Staff Report

Subject: Renewal of the Professional Services Agreement with the Effingham County Chamber of Commerce.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: 06-15-21

Item Description: Consideration to renew the professional services agreement with the Effingham County Chamber of Commerce.

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- The Board of Commissioners has an annual agreement in place with the Effingham County Chamber of Commerce which requires that the Chamber of Commerce perform certain services and Effingham County provide compensation for those services.
- Amongst other services provided for in the agreement, the Chamber agrees to promote Effingham County outside the County; to assist incoming industries in their transition to the community; to work with County staff as needed for recruitment of business and industry; to share resources to support and encourage small business and entrepreneurial efforts within the County. The agreement also provides tickets/passes to the County for certain Chamber Sponsored events.
- The Chamber will have joint meetings with the County to review the provided services and to determine how to improve and enhance said services.
- The agreement requires compensation in the amount of \$4,500.
- The agreement has previously been reviewed and approved as to form by the County Attorney.

Alternatives for Commission to Consider

1. Board approval to renew the professional services agreement with Effingham County Chamber of Commerce for FY22.
2. Do not approve renewal of the professional services agreement with Effingham County Chamber of Commerce for FY22.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Department 51 – Other Agencies & Services.

Attachments:

1. Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, shall be for a term of twelve (12) months, commencing on the 1st day of July, 2019 and ending on June 30, 2020 by and between the Effingham County Board of Commissioners (the "County") and the Effingham County Chamber of Commerce, Inc. (the "Chamber"), a Georgia corporation,

WITNESSETH:

WHEREAS, this Agreement shall supersede any prior professional services agreement between the County and the Chamber, any prior agreements between the County and Chamber are hereby terminated; and


WHEREAS, the Chamber was formed as a Georgia non-profit corporation to engage in activities compatible with those of Effingham County; and

WHEREAS, the County wishes to engage the Chamber to perform certain services and to provide compensation to the Chamber for such services

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

The County engages the Chamber to provide the following services:

- a. Maintain a database of existing retail, commercial and industrial entities and essential corporate contacts and administer ongoing services to such entities on an as needed basis. Such services should include, but not be limited to, contact with all entities in database at least annually, provision of information regarding special services and/or programs offered through local, state and federal resources, provision of surveys addressing needs specific to the industrial community, and coordination of awards ceremonies, banquets, dinners and similar events as needed or requested by those entities or Effingham County.
- b. Plan, coordinate and host a biennial Community Leadership Retreat Event.
- c. Provide staff to serve as the Chamber liaison during prospect visits, meetings, dinners, and similar events.
- d. The Chamber shall maintain a master calendar of events in Effingham County.
- e. Provide a Chamber representative(s) to act as a contact for incoming industries to assist them in their transition to the community.
- f. Chamber will serve as a common entity that the County, municipalities, governmental agencies, and elected officials may use to maintain a unified effort of these groups.

- g. Work in conjunction with County staff in acquiring and disseminating community demographics, marketing materials, and market information, as needed for recruitment of business and industry.
- * h. Coordinate with the County in promoting Effingham County outside the county via marketing with electronic and printed materials at strategic locations outside the county.
- i. Provide, promote, and share resources to support and encourage small business and entrepreneurial efforts within Effingham County.
- j. The Chamber, through its various committees, shall encourage positive development within Effingham County.
- k. Provide the County with a table for eight (8) at the Annual Chamber Meeting.
- l. Provide the County with ten (10) passes to Effingham Day at the Capitol.
- m. Provide the County with eight (8) tickets to the Taste of Effingham.
- n. Produce a printed map of Effingham County, making them available to the County for their use.
- o. The County and Chamber shall have joint meetings to review and discuss the provided services.
- 1 The County and the Chamber may annually  this Agreement for subsequent one-year terms, upon the mutual agreement of both parties at the annual rate of \$4,500.00.
- 2 The Chamber agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Chamber. The Chamber further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent if caused by the Chamber. The Chamber's obligation to indemnify the County shall be limited to \$1,000,000.
- 3 This agreement contains the entire understanding and agreement between the parties and supersedes any prior verbal negotiations. This Agreement is not assignable.
- 4 The County shall allow the Chamber space on it's digital signage for promotion of Chamber and community events.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers as of the day and year first written above.


BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY



Wesley Corbitt, Chairman

Date 06/18/2019

ATTEST:



Stephanie Johnson, County Clerk

Date 06/18/2019

EFFINGHAM COUNTY CHAMBER OF COMMERCE, INC.



Brian Dickey, President
Joe Marchese

Date 2019-7-24



Witness

Date 7-24-19

Staff Report

Subject: Approval of a Year 2 Payment for Technical Service Support Agreement with Stryker.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing / EMS

Meeting Date: 6/15/21

Item Description: Consideration to Approve Year 2 Payment for Technical Service Support Agreement with Stryker for EMS equipment.

Summary Recommendation: This Agreement was approved in July of 2020. Staff recommends approval for the Year 2 Payment and continuation of the agreement.

Executive Summary/Background:

- Effingham County EMS has a Service agreement with Physio Control for LifePak devices (ending 9/30/2020), and a Service Agreement with Stryker for LUCAS and Power Cot devices (ending 6/30/2020).
- Stryker has purchased Physio Control and is now operating wholly under the Stryker Brand. Stryker has proposed a three year service agreement for all of the covered equipment and pro-rates pricing on products to create a coterminous end date for ease of renewal in the future.
- The total for the three year Service Agreement is broken down as follows:
 - Power Cots, \$7,908.00 Annually, \$23,724.00 Total
 - LUCAS, \$7,020.00 Annually, \$21,060.00 Total
 - LifePak 15, \$8,250.00 Annually, \$24,750.00 Total

Alternatives for Commission to Consider

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EMS

Funding Source: EMS Budget

Attachments:

1. Agreement



Sales Rep Name: Ryan Jacobsma
ProCare Service Rep: Eric Cross

3800 E. Centre Ave
Portage, MI 49009

Date: 6/23/2020
ID #: 200623155352

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1295906
Account Name: Effingham County EMS
Account Address: 285 First Street ext Unit B
City, State Zip: Springfield, GA 31329

Name:
Title:
Phone:
Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Length	Total
1	6506	Power Cots	EMS Prevent	6	7/1/20 - 6/30/23	\$23,724.00
2	LUCAS	LUCAS	Lucas Prevent Onsite	5	7/1/20 - 6/30/23	\$21,060.00
3	LP15	LifePak 15	LP15 Prevent Onsite	5	10/1/20 - 6/30/23	\$24,750.00

PROGRAM INCLUDES:

EMS Prevent:

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

LUCAS Prevent Onsite:

- Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test linear sensor and recalibrate if needed
 - Lubricate and adjust mechanical parts, including compression module and claw lock
 - Clean hood, fan, intake and bellows
 - Perform functional test on all mechanical components and electronics
 - Computer-aided diagnostics
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
 - Repairs (parts and labor) to restore equipment to manufacturer specifications
 - Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
 - LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
- ** (Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test the Integrity of all cables and recommend replacement as needed
 - Electrical safety check in accordance with NFPA guidelines
 - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
 - Check electrode expiration dates and recommend replacement as needed
 - Check printer operation and trace quality
 - Repairs (parts and labor) to restore equipment to manufacturer specifications
 - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
 - Power-adaptor repair or replacement
 - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
 - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
 - Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.
- ** (Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$23,178.00

See below for complete payment schedule

ProCare Total	\$69,534.00
FINAL TOTAL	\$69,534.00

Kelly LaFave
Stryker Signature

7/22/20
Date

Jamie DeLoach
Customer Signature

07/21/2020
Date

Jamie DeLoach, ECBOC Vice Chair

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 69,534.00
7/1/2020	\$ 23,178.00	\$ -	\$ 46,356.00	\$ 46,356.00
7/1/2021	\$ 23,178.00	\$ -	\$ 23,178.00	\$ 23,178.00
7/1/2022	\$ 23,178.00	\$ -	\$ -	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6506	180140670	EMS Prevent
2	6506	171241728	EMS Prevent
3	6506	171241727	EMS Prevent
4	6506	171241726	EMS Prevent
5	6506	171241725	EMS Prevent
6	6506	171241724	EMS Prevent
7	LUCAS	35174157	Lucas Prevent Onsite
8	LUCAS	35173722	Lucas Prevent Onsite
9	LUCAS	35174078	Lucas Prevent Onsite
10	LUCAS	35174479	Lucas Prevent Onsite
11	LUCAS	35174478	Lucas Prevent Onsite
12	LP15	44097113	LP15 Prevent Onsite
13	LP15	44095507	LP15 Prevent Onsite
14	LP15	44063925	LP15 Prevent Onsite
15	LP15	44094849	LP15 Prevent Onsite
16	LP15	44095353	LP15 Prevent Onsite

Purchase Order Form

stryker[®]

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 200623155352

Check box if Billing same as Shipping ☐

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

SHIP TO	CUSTOMER #
Shipping Account Num	1295906
Company Name	Effingham County EMS
Contact or Department	0
Street Address	285 First Street ext Unit B
Add'l Address Line	
City, ST ZIP	Springfield, GA 31329
Phone	-

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 200623155352

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

As of March 2020



LIFEPAK® 15 service

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

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

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

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

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

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,
PROCARE TECHNICAL SERVICE AGREEMENT**

This Addendum is made a part of and incorporated into the ProCare Services Agreement (hereinafter referred to as "Contract") between The Board of Commissioners of Effingham County, Georgia ("County") and Stryker Sales Corporation, through its Medical Division, dated 07/21, 2020, as follows:

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

2. The total maximum contract obligations for the fiscal year 2021 shall be \$23,178.00. The maximum contract amount for fiscal years 2022, and 2023 shall be \$23,178.00 respectively. The total combined maximum annual payments over the three (3) year term is \$69,534.00. Contracts under O.C.G.A. Section 36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

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

4. To the maximum extent permitted under applicable law and, in that regard, County and Stryker expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree

that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

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

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

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

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

**Stryker Sales Corporation, through
its Medical Division**

By: Tom Tackabury
Name: Tom Tackabury
Its: Sr. Sales Manager, ProCare

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

By: Jamie DeLoach
~~Wesley Corbett~~ Jamie DeLoach
Its: Vice Chairman

Attest: S. Johnson
Stephanie Johnson
Its: County Clerk

Staff Report

Subject: Library Board Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 06/15/2021
Item Description: Consideration to approve appointment of members to the Library Board (Live Oak Public Libraries)

Summary Recommendation:

Mr. David Singleton, Library Board Director supports the candidates submitted for review. Staff requests approval of appointment of the candidates as presented.

Executive Summary:

Correspondence was received from the Library Director regarding expiring terms of office and a vacated seat. The term of office for **Dr. Sandra Nethels** and **Martha Knowlton** are set to expire June 30, 2021. These individuals have served two consecutive terms which is the maximum allowed under the bylaws of the Live Oak Public Libraries. Additionally, **Mr. Larry Weddle** submitted a letter dated January 6, 2021 relinquishing his position from the board which initiated a vacancy (*term to expire June 30, 2022*). Jan Jackson, being in closest proximity to Mr. Weddle locale of the three (3) candidates shall serve in the vacated position.

The remaining members are as follows: Kelli Lariscy, Brenda Helmly, Caren Blackwell and Jeff Lariscy.

Background:

The Library Board consists of five (5) members appointed by the Board of Commissioners and one (1) member appointed by each city/municipality.

Alternatives for Commission to Consider:

1. Approve to appoint Erica Biezenbos, Jan C. Jackson and Tracy Spain to the Library Board. Jan Jackson shall serve under the unexpired term – through June 30, 2022.
2. Do not approve to appoint and seek other candidates.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Administration

Funding Source: No funding required.

Attachments:

1. Member Profile Applications
2. Resignation Letter (L. Weddle)

AUTHORITIES/BOARDS/COMMITTEES
PROSPECTIVE MEMBER PROFILE

AUTHORITY/BOARD/COMMITTEE: Library Board

NOMINEE: Erica Biezenlans

ADDRESS: 101 Laurel Point Dr.
Springfield, GA 31329

HOME PHONE: 912-659-0668 BUSINESS PHONE: _____

COUNTY VOTING DISTRICT/MUNICIPALITY: _____

EMPLOYMENT/BUSINESS HISTORY

COMPANY NAME: PSI / Formerly AMP YEARS: 9

POSITION: Test Center Supervisor

ADDRESS: 6001 Chatham Center Dr. #155 Savannah, GA 31405

RESPONSIBILITIES:

Supervised the administration of corporate certification and licensure exams.
Created and implemented exam sign in systems, reducing sign in times by 50%.
Developed Microsoft Word and PDF documents
Assisted the call center

COMPANY NAME: Better Fresh Farms YEARS: 2

POSITION: Virtual Administrative Professional

ADDRESS: 25 South Terrell St., Metter, GA

RESPONSIBILITIES:

Researched potential clients & new market channels while compiling data
to be used in marketing campaigns. Develop & prepare documents for
direct mail packets. Set up appointments & take meeting minutes

PROFILE—PAGE 2

CIVIC/VOLUNTEER INVOLVEMENTS:

ORGANIZATION: Effingham County Library YEARS OF ASSOCIATION: 10 years

POSITION OF LEADERSHIP: Volunteer

I would help as a volunteer parent for children's programs

ORGANIZATION: YFACE YEARS OF ASSOCIATION: 2

POSITION OF LEADERSHIP: was Youth Leader

Assisted the director with youth programming

ORGANIZATION: _____ YEARS OF ASSOCIATION: _____

POSITION OF LEADERSHIP: _____

EDUCATION HISTORY:

HIGH SCHOOL: American School of Correspondence

TRADE/VOCATIONAL: Savannah Technical College - AA Accounting & Marketing Management

COLLEGE: _____

GRADUATE/POST-GRADUATE: _____

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS: _____

AUTHORITIES/BOARDS/COMMITTEES
PROSPECTIVE MEMBER PROFILE

AUTHORITY/BOARD/COMMITTEE: Library Board

NOMINEE: JAN C. JACKSON

ADDRESS: 102 GADWALL CT
SPRINGFIELD, GA 31329

HOME PHONE: 912-596-0280 BUSINESS PHONE: _____

COUNTY VOTING DISTRICT/MUNICIPALITY: DISTRICT 4 / EFFINGHAM Co.

RETIRED SINCE 2014

EMPLOYMENT/BUSINESS HISTORY

COMPANY NAME: SUNTRUST INVEST. SERVICES YEARS: 2

POSITION: REGISTERED ASSOCIATE SERIES 7 LICENSED + INSURANCE

ADDRESS: 33 BULL ST SUITE 200 SAVANNAH, GA 31401

RESPONSIBILITIES:

CLIENT SERVICES, TRADING ORDERS FOR SECURITIES

COMPANY NAME: EXCELSIA INVESTMENTS YEARS: 9

DRAUGHN PARTNERS

POSITION: CLIENT SERVICE, TRADING SECURITIES SERIES 7 Licensed

ADDRESS: 15 LAKE ST, SAVANNAH, GA 31411

RESPONSIBILITIES:

CLIENT SERVICES, TRADING SECURITIES

PROFILE—PAGE 2

CIVIC/VOLUNTEER INVOLVEMENTS:

ORGANIZATION: FILLIN STATION FOOD BANK YEARS OF ASSOCIATION: 1

POSITION OF LEADERSHIP: GENERAL WORKER VOLUNTEER

ORGANIZATION: _____ YEARS OF ASSOCIATION: _____

POSITION OF LEADERSHIP: _____

ORGANIZATION: _____ YEARS OF ASSOCIATION: _____

POSITION OF LEADERSHIP: _____

EDUCATION HISTORY:

HIGH SCHOOL: NORDHOFF HIGH SCHOOL, OJAI, CALIF

TRADE/VOCATIONAL: _____

CALIF. STATE COLLEGE: UNIVERSITY FRESNO, FRESNO, CALIF BACHELOR OF SCIENCE RECREATION ADMIN.

GRADUATE/POST-GRADUATE: _____

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS: _____

SERIES 7 SERIES 65 INSURANCE LICENSES

AUTHORITIES/BOARDS/COMMITTEES
PROSPECTIVE MEMBER PROFILE

AUTHORITY/BOARD/COMMITTEE: LIBRARY BOARD
NOMINEE: TRACY L. SPAIN
ADDRESS: 115 LAKE TOMACHEECHIE DRIVE
RINCON, GA 31326

HOME PHONE: 912-481-0766 BUSINESS PHONE: 912-772-7001
COUNTY VOTING DISTRICT/MUNICIPALITY: EFFINGHAM
(Rincon)

EMPLOYMENT/BUSINESS HISTORY

COMPANY NAME: EFFINGHAM BOE YEARS: 3
POSITION: MATH TEACHER ECMS
ADDRESS: 1659 GA-119 GUYTON, GA 31312
RESPONSIBILITIES: Teach 8th grade math

COMPANY NAME: ONEIDA SPECIAL SCHOOL DISTRICT 8 YEARS: 8
POSITION: MATH TEACHER OHS
ADDRESS: 372 N. MAIN STREET
RESPONSIBILITIES: ONEIDA, TN 37841
Taught 9th, 10th, & 11th grade math

PROFILE—PAGE 2

CIVIC/VOLUNTEER INVOLVEMENTS:

ORGANIZATION: GOSHEN UMC YEARS OF ASSOCIATION: 2+

POSITION OF LEADERSHIP: Church nursery volunteer

ORGANIZATION: ONEIDA FUMC (TN) YEARS OF ASSOCIATION: 10

POSITION OF LEADERSHIP: Sunday School teacher,
Women's Bible Study Leader, Food Pantry Volunteer

ORGANIZATION: _____ YEARS OF ASSOCIATION: _____

POSITION OF LEADERSHIP: _____

EDUCATION HISTORY:

HIGH SCHOOL: PARKVIEW HIGH SCHOOL LILBURN, GA

TRADE/VOCATIONAL: _____

COLLEGE: GEORGIA SOUTHERN UNIVERSITY

GRADUATE/POST-GRADUATE: WALDEN UNIVERSITY

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS: _____

January 6, 2021

Commissioner Jamie DeLoach
Effingham County Commissioners
Springfield, GA 31329

Dea Commissioner DeLoach:

After years of serving on the Effingham County Library Board it is my desire to relinquish this position. It has been an interesting and informative 20 years as I have seen many changes. However, it is time for someone else to add their thoughts and ideas.

I pray you all, as a body, will continue to support the Library Board whose intent is to meet the needs of citizens of our county.

Sincerely,



Larry Weddle

January 8, 2021

Commissioner Jamie Delosch

Etowah County Commissioners

Springfield, GA 31329

Dear Commissioner Delosch:

I am writing to you today to express my appreciation for the position of Etowah County Commissioner.

It has been an interesting and informative 20 years as I have seen many changes.

However, it is time for someone else to add their thoughts and ideas.

I pray you all as a body will continue to support the Library Board whose intent is to meet the

needs of citizens of our county.

Sincerely,

Larry Weible

Staff Report

Subject: Coastal Regional Commission Council Reappointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: June 15, 2021
Item Description: Consideration to approve to reappoint Herb Jones as the Non-Public Representative for Effingham County to serve on the Coastal Regional Commission Council

Summary Recommendation:

Staff is requesting the Board to approve reappointment of Herb Jones to the CRC Council

Executive Summary:

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

Background:

1. Mr. Jones was last appointed in July 2020.
2. The current term of service expired June 30, 2021.
3. Staff has received confirmation from the cities of Springfield and Rincon stating their council has approved reappointment of Mr. Jones.
4. The term is an annual appointment. The new term will run from July 1, 2021 to June 30, 2022.
5. It is required that a non-public representative fill this position.
6. Upon reappointment a letter signed by the Chairman of the Board of Commissioners with the Mayors copied, confirming the concurrence of the reappointment.

Alternatives for Commission to Consider:

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

Recommended Alternative:

Staff recommends Alternative number 1

Other Alternatives: N/A


Department Review: County Clerk's Office

Funding Source: N/A

Attachments:

1. CRC request letter

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

FROM: Allen Burns, Executive Director 

DATE: May 19, 2021

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

As you know, Mr. Herb Jones has served as the non-public representative of Effingham County and the cities of Guyton, Rincon, and Springfield for the CRC Council. Mr. Jones was last appointed to the CRC Council in July 2020. With the end of his current term, it is important that you jointly reappoint him or someone else to this position. Terms run from July 1 – June 30 and are eligible for reappointment each year.

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

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

Should you have any questions, please contact Colletta Harper, Administrative Services Director, at charper@crc.ga.gov.

AB/ch

c: Stephanie Johnson, Effingham County Clerk
Herb Jones

Staff Report

Subject: Development of FDR for Ash Roads Design and CM for TSPLOST 2021 (RFP 21-25-004)
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: June 15, 2021
Item Description: Award a contract task order under the FY 22 IDC master service agreements for engineering services to develop a design and provide construction management services for full depth reclamation of boiler ash roads in the 2021 TSPLOST project list.

Summary Recommendation:

Effingham County requested proposals from qualified consultants selected under the 2021 IDC contract (RFP 21-007) to provide Engineering Services to develop the County's full depth reclamation of ash based roads listed in the 2021 TSPLOST funding program. Services will include design and construction oversight. Prospective firms were required to provide a proposed work plan, schedule, and fee as part of the proposal submittal.

Executive Summary/Background:

- The County prepared a RFP for IDC firms to submit a work plan, cost, and schedule.
- The RFQ was advertised on May 6, 2021. Proposals were due May 18, 2021
- The County received 3 submittals:
 - Atlas (Duluth, GA)
 - Coleman Company (Savannah, GA)
 - Roberts Civil Engineering (Brunswick, GA)
- Response varied widely based on the amount of testing and inspection services being offered. After thorough review of the proposals by the County Engineer, the best method to compare the cost were to look at unit prices since the man-hour estimates were so different. The attached matrix was used to compare costs.
- The County staff recommend awarding the IDC task order for engineering services for the Ash Roads Design and CM to Roberts Civil Engineering in the amount of \$449,285.

Alternatives for Commission to Consider

- 1 – Approve the award of an IDC task order to Roberts Civil Engineering for \$449,285.
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: County Engineering; County Attorney

Funding Source: 2021 TSPLOST Fund

Attachments: 1. Scope of Services Proposal – Roberts Civil Engineering

RFP No. 21-25-004 – Development of FDR for Ash Roads Design and CM for TSPLOST 2021

NOTICE TO PROCEED

TO: ROBERTS CIVIL ENGINEERING

RE: NOTICE TO PROCEED

Task Order Development for FDR for Ash Roads Design and CM for TSPLOST 2021
No. 21-25-004

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, the proposal dated May 18, 2021, and the submitted Project Approach, work is to commence within 24 hours' receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time.

Dated this ____ day of _____, 2021

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____



Alison M. Bruton
Purchasing Agent
Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

RE: **RFP No. 21-25-004** -- Development of Full Depth Reclamation of Boiler Ash Based Roads Design and Construction Management within the 2021 TSPLOST Funding Program.

Roberts Civil Engineering is pleased to submit this proposal to Effingham County, Georgia for professional engineering services and construction management for the Full Depth Reclamation of Boiler Ash Roadways as part of the 2021 TSPLOST funding program. Roberts Civil Engineering has an established track record of executing successful projects for our municipal and county clients in the region and in 2019 was instrumental in providing Effingham County with the long-term, cost-effective solution for stabilizing their Boiler Ash Roadways.

Based upon our experience with the Boiler Ash Road Test Project, Indigo Road, we have assembled the team and project approach that will maximize the quality of the roadway improvements and provide the most efficient process for Effingham County. Included in this proposal is the company profile sheet for Paragon Technical Services, the specialty testing and development laboratory who performed the ash evaluation and mix design for Indigo Road. Indigo Road required countless iterations of laboratory testing to get the perfect mix design, but it allowed our team to establish a proven method to achieve successful results. This knowledge will allow the Roberts Civil Engineering team to expedite the analysis and mix design portion of the project, as well as provide Effingham County the peace of mind that a successful solution will be reached on each roadway.

At Roberts Civil Engineering, we are familiar with the unique needs of the county TSPLOST projects and have the capacity to start the assessment and planning process immediately. To ensure the project provides maximum benefit to Effingham County, Roberts Civil Engineering will employ a wholistic analysis of each roadway whereby drainage, safety and aesthetic improvements will be carefully considered. During design, the available improvements will undergo our detailed cost management approach to allow the County to analyze and compare costs, capacity, and impacts of design decisions. This will be critical to assuring the project stays on budget throughout the process.

We are the only team with experience in implementing solutions for ash-based roads in Effingham County. Our experience on Indigo Road and our expertise in delivering high quality roadway projects throughout the region will allow us to quickly and accurately assess how to best stabilize and improve each roadway corridor so that it will effectively serve the residents and visitors of Effingham County for decades to come.

Sincerely,



Johnathan Roberts, P.E.
President

RFP No. 21-25-004
Development of FDR for Ash Roads Design and CM for TSPLOST 2021



Proposed Schedule

Roberts Civil Engineering Team has capacity and is prepared to start immediately upon Task Order Award. Construction estimates are based upon the assumption of a Spring 2022 start and 180 days construction duration.

Milestone description	Assigned to	Start	Days
TASK ORDER AWARD	Effingham County	6/1/2021	7
GEOTECHNICAL INVESTIGATION			
Subgrade Sampling and Shipping	Whitaker Lab & Engineering	6/8/2021	28
Laboratory Testing	Paragon Technical Services	7/12/2021	28
MIX DESIGN			
Develop Custom Mix Design for Each Road Segment	Paragon Technical Services	7/12/2021	28
PROJECT LIMIT DESIGN			
Field Investigation and Design	RCE	6/8/2021	28
BID PACKAGE			
Bid Advertisement	RCE	8/16/2021	60
Bid Opening	RCE	10/15/2021	1
Evaluation of Bids	RCE	10/18/2021	14
Award Recommendation	RCE	11/1/2021	1
CONSTRUCTION MANAGEMENT			
Pre-Construction	RCE	11/15/2021	90
Construction Oversight	RCE	2/15/2022	180



Fee Summary

Not to Exceed Fee based upon attached 'Cost Proposal' Spreadsheet

1. Geotechnical Investigation

Subgrade sampling and laboratory testing to determine the soil composition and properties to be included in the mix design.

2. Mix Design

Develop mix design for each road based on lab results

3. Project Limit Design

Field investigations to determine road width, beginning and ending points, extents within intersections, and identify any additional needs such as drainage improvements

4. Bid Package

Construction Specifications and comprehensive Bid Package

5. Bidding Services

Meetings, RFIs, Bid Evaluation and Recommendation of Award

6. Construction Inspection and Quality Control Testing

On-Site Project Management, Inspections, QA/QC, Density Tests, Mix Sampling and other Quality Control Services

7. Construction Management

Pre-Construction Meetings, Daily Inspection Reports, Weekly Meetings, Pay Request Reviews, Punch List and Closeout Procedures

Hourly Fee Total – Not to Exceed: \$449,285

RFP No. 21-25-004
Development of FDR for Ash Roads Design and CM for TSPLOST 2021



Paragon Technical Services

Paragon Technical Services is the premier technical asphalt laboratory in the nation and serves as the product development arm for EAE. Paragon's team of expert technicians, chemists and engineers design, develop and test the formulations manufactured by various Ergon companies as well as external customers including state transportation departments and private contracting agencies.

By offering full-service testing and development, Paragon can engineer high-performing petroleum products that are environmentally friendly and safer to work with than their more conventional counterparts. Paragon consistently develops innovative ways of improving refining, roofing, waterproofing, protective coatings, specialty asphalts and asphalt pavements. Its nationally recognized mix design laboratory provides design and evaluation for all asphalt pavement products and offers technical and troubleshooting support to Ergon's asphalt customers and agencies across the country.

Mr. Scott Watson
Senior Vice President – Technical Operations
Paragon Technical Services
601-932-8365
Scott.Watson@Ergon.com

Mr. Mike Hemsley Jr.
Technical Director – Mix Design and Field Services
Paragon Technical Services
601-932-8466
Mike.Hemsley@Ergon.com

Hourly Rate: Engineering Professional - \$165/hour

Effingham County RFP No. 21-25-004
COST PROPOSAL

Roberts Civil Engineering
6001 Chatham Center Dr., Ste 255
Savannah, GA 31405

Roberts Civil				Hours & Cost Estimate	
Project Management					
Phase	Description	Assumptions / Notes	Total Hours		
		TOTALS ==>	3,209		
Geotechnical Investigation			280		
Mix Design			549		
Project Limit Design			114		
Bid Package			128		
Bidding Services			72		
Construction Inspection and QA/QC			1,838		
Construction Management			228		

Hours and Cost Estimate

Staff Type / Project Hourly Rates / Hours										
Phase	Description	TOTALS ==>	Lead Designer/Field Engineer	Civil Engineer	Director of Municipal Consulting	President	Engineering Professional	Geotechnical Engineer	Special Inspector	
		\$449,285.00	1,376	314	224	66	1,081	\$165.00	\$137.50	72
Geotechnical Investigation		\$43,968.00	-	-	-	-	256	-	-	24
Mix Design		\$80,595.00	-	-	-	-	549	-	-	-
Project Limit Design		\$15,770.00	32	48	32	2	-	-	-	-
Bid Package		\$17,120.00	56	40	24	8	-	-	-	-
Bidding Services		\$10,520.00	20	12	32	8	-	-	-	-
Construction Inspection and QA/QC	0	\$237,610.00	1,240	76	78	42	256	96	-	48
Construction Management		\$32,140.00	28	136	58	16	-	-	-	-
			\$158,240	\$42,390	\$36,960	\$10,890	\$175,965	\$15,640	\$9,900	\$449,285

Hours by Task

Staff Type / Project Hourly Rates / Hours										
Task	Description	Assumptions / Notes	Lead Designer/Field Engineer	Civil Engineer	Director of Municipal Consulting	President	Engineering Professional	Geotechnical Engineer	Special Inspector	
Geotechnical Investigation	Gather Core Samples	Up to 30 samples per mile @ approx 15 miles	280	-	-	-	256	-	-	24
Whisker Lab and Engineering	Packing and Shipping		256	-	-	-	256	-	-	24
Whisker Lab and Engineering			-	-	-	-	-	-	-	-
Mix Design	Lab Analysis and Create Mix Design	Budget 18 mix designs @ 30.5 hrs per Assume multiple roads needing more than one mix design	549	-	-	-	549	-	-	-
Paragon Technical Services			-	-	-	-	-	-	-	-
Project Limit Design			32	48	32	2	-	-	-	-

[illegible]

Addendum No.1

RFP No. 21-25-004 – Development of FDR for Ash Roads Design and CM for TSPLOST 2021

All other terms and conditions in RFP No. 21-25-004 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

JEFF BORS
Print Name

[Signature]
Signature

5/17/21
Date

END OF ADDENDUM NO. 1



PROJECT APPROACH

RFP No. 21-25-004

Development of FDR for Ash Roads Design and CM for TSPLOST 2021



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Construction Management.....	5

Executive Summary

The following detailed project approach will outline the professional engineering and construction management services to be implemented by Roberts Civil Engineering for Effingham County as part of the full depth reclamation of boiler ash roadways in the 2021 TSPLOST funding program. The prime goal of the TSPLOST program is to transform eleven deteriorating roadway segments into properly designed perpetual pavements which will endure long-term traffic load with minimal maintenance and rehabilitation. Integral to achieving this successful result is the proper implementation of the full depth reclamation (FDR) process which blends the existing boiler ash roadway material with a customized asphalt emulsion mixture for each segment of roadway creating a homogenized, flexible roadway base which will ensure the sustainability of the transportation infrastructure.

Geotechnical Exploration

Roberts Civil Engineering's geotechnical engineering partners at Whitaker Lab and Engineering will assist in performing the geotechnical exploration and analysis for the project. This geotechnical exploration is to provide the laboratory engineers an accurate representation of the subsurface conditions across each roadway. Due to potentially changing conditions within each roadway, core sampling will be performed at intervals not to exceed every 250' at alternating points of each road's cross section. We also will take geotechnical samples in any areas displaying visual indicators of subsurface distress. Our team will analyze the subgrade characteristics, depth and composition of boiler ash layer, depth and composition of surface course, and composition of the shoulder. Our approach ensures that an adequate number of samples will be taken so that our lab technicians will have an accurate depiction of all the materials present. The number of samples taken for each roadway is a key component of our process so that the lab technicians have enough information to make proper recommendations on the specific mix designs.

Mix Design

The geotechnical sampling results will be logged and sent for analysis to Paragon Technical Services the premier asphalt laboratory in the nation. In 2019, in partnership with Roberts Civil Engineering, Paragon performed the exhaustive laboratory analysis needed to provide the successful mix design for the Indigo Road project. Paragon, through its mix design and development process, continues to engineer high-performing products that perform better, are more environmentally friendly and safer to work with than their conventional counterparts. The innovation provided by Paragon as a subsidiary of Ergon Asphalt and Emulsions allows its asphalt customers and partners the benefit of innovative project solutions with the technical and troubleshooting support needed to ensure a successful project. Paragon will provide the comprehensive laboratory testing, analysis and mix design for each roadway condition identified during the geotechnical exploration phase. The mix design will include the optimum moisture content, maximum dry density, percent additive, percent additional flexible base, percent existing material, and optimum percent asphalt emulsion required to meet established specifications. This custom mix design approach will create multiple mix designs for a single roadway if the variability of subsurface conditions so warrant. Our project approach has budgeted for 18 individual mix designs to be performed for the 11 roadway segments.

Project Limit Design

To ensure the project yields the maximum benefit to the growing population of Effingham County, Roberts Civil Engineering will employ a wholistic approach to analyzing each roadway segment. We will carefully consider the location of each road segment, establish project limits, actual and projected traffic loads, drainage conditions, potential development, aesthetic implications, intersections, number of residential and business driveways, utilities present and the long-term priorities of the Effingham County Board of Commissioners. During the design, the available improvements will undergo our detailed cost management approach to allow the County to analyze costs and the impacts of design decisions to ensure budgetary compliance. Available alternatives will continually be evaluated and communicated to the County Staff to keep the project goals integrated with the long-term goals of the Effingham County Board of Commissioners. It is our top priority to ensure the County's TSPLOST dollars are used to provide maximum benefit to current and future residents.

Bid Package

Upon the completion of the approved design and technical specifications, the Roberts Civil Engineering Municipal Team will assist the County's Procurement Officer in the preparation of the bid package. RCE representatives will attend meetings, provide technical specifications, prepare bid sheet items and quantities, establish payment controls, and provide overall support to the Procurement Officer during the document preparation. Specifications will also include construction equipment necessary, construction methods and best management practices. The Municipal Team at RCE understands the importance of providing clear specifications and guidelines to the potential contractors during the bid process to obtain the most competitive, responsive bids possible.

Bidding Services

Once the bid is advertised, RCE will provide comprehensive technical support to the bidding process. Our team of technical consultants and project managers will be available to potential bidders at the pre-bid meetings. We will formally respond to questions, evaluate the construction bids, vet contractors, and provide the County Procurement Officer with a recommendation for award. The specifications and guidelines needed to successfully complete the project will be clearly defined during the bidding process and the bid documents will be distributed to all qualified contractors in the region. Procuring a qualified and experienced contractor will be vital to the success of the project.

Construction Inspection and QA/QC

Roberts Civil Engineering will employ a full-time staff member on-site during construction to provide quality assurance and quality control inspections. As the contractor and exact scope of construction is unknown at this time, budget allocations were made based upon a maximum potential construction time of 180 days. Presuming five days per week for construction and a 20% factor for rain and other delays, the not-to-exceed budget allocations were made based upon 120 days of construction management.

Comprehensive testing and oversight services will be provided throughout the construction of each roadway. Weather will be closely monitored to minimize any adverse effects of heat and cold, precipitation or excessive wind which can cause conditions to become dangerous to traffic or adjacent

property owners. During the full-depth reclamation process, each layer of the pulverized material will be inspected for uniformity with the required depth, density and moisture content. The asphalt emulsion will be sampled and tested to confirm accuracy. The application of the asphalt emulsion and other additives to the FDR mixture will be inspected for uniformity. Once mixed, the compaction and curing processes will be watched for compliance with specifications. When an area fails to meet required moisture, stability, density or finish with 24 hours of compaction, the area will be removed and replaced with material that meets design requirements. The application of the surface treatment will be inspected for proper emulsion mix, spread rate and thickness of aggregate. Grading and drainage improvements will be closely inspected to ensure long-term functionality. Oversight will also include project limit control, erosion control, traffic control and effective communication with county staff and residents.

Construction Management

Roberts Civil Engineering team will conduct comprehensive construction management services including pre-construction meetings, daily inspection reports, weekly meetings with all stakeholders, RFI review and responses, contractor coordination, pay request reviews, punch list and project close out procedures. RCE staff understands the vital importance of clear and open lines of communication between the construction management team, Effingham County Staff and the contractors. The daily reports and weekly project update meetings will provide accountabilities for all stakeholders to keep the project on schedule and on budget. Strict cost and scheduling controls will be implemented from the bidding process through the closeout of the project. The construction management team will focus on proactive planning and swift conflict resolution to maximize the efficiency of the project and prevent excessive fees. The success of the project for the residents of Effingham County is our mission.

RFP 21-25-004

Development of FDR for Ash Roads Design and CM for TSPLOST 2021

Alternative summary of costs

Task		Atlas	Coleman	Roberts
1 Geotech	Unit price per Core	\$ 174	\$ 153	\$ 92
2 Lab	Unit price per Mix Design	\$ 3,279	\$ 6,389	\$ 5,032
3 Design	Lump Sum	\$ 3,570	\$ 111,405	\$ 15,770
4 Bid package	Lump Sum	\$ 8,060	\$ 10,054	\$ 17,120
5 Bidding services	Lump Sum	\$ 3,740	\$ 5,696	\$ 10,520
6 Construction Inspection	Cost per week	\$ 5,350	\$ 6,488	\$ 10,375
7 Const. Contract Mgt.				

Staff Report

Subject: Development of County Building Spaces Allocation and Assessment Study (RFP 21-008)
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: June 15, 2021
Item Description: Award a contract task order under the FY 22 IDC master service agreements for architectural services to develop a County building space allocation and assessment study (Facility Master Plan).

Summary Recommendation:

Effingham County requested proposals from qualified consultants selected under the 2021 IDC contract (RFP 21-007) to provide Architectural Services to develop the County's Facility Master Plan. The Master Plan will assess our space needs based on functions and anticipated growth and assess the building needs for remodeling, repairs, and capital investment. The goal of this Comprehensive plan is to have one working document available for the County facilities to support services within the County, and efficiently coordinate Capital Improvement Projects. Prospective firms were required to provide a proposed work plan, schedule, and fee as part of the proposal submittal.

Executive Summary/Background:

- The County prepared a RFP for IDC firms to submit a work plan, cost, and schedule.
- The RFQ was advertised on May 17, 2021. Proposals were due June 1, 2021
- The County received 4 submittals:
 - Atlas (Duluth, GA) - \$176,397 (21 weeks)
 - Greenline Architecture (Savannah, GA) - \$261,900 (21 weeks)
 - LS3P (Kimley-Horn) (Savannah, GA) - \$530,000 (13 weeks)
 - POND (Savannah, GA) - \$69,864.68 (8 weeks)
- The County Engineer reviewed and ranked the submittals.
- The County staff recommend awarding the IDC task order for architectural services for the County Building Space Allocation and Assessment Study (Facility Master Plan) to POND in the amount of \$69,864.68.

Alternatives for Commission to Consider

- 1 – Approve the award of an IDC task order to POND for \$69,864.68.
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: County Engineering; County Attorney

Funding Source: SPLOST 2022

Attachments: 1. Scope of Services Proposal – POND

RFP No. 21-008 – Professional Architectural Services – County Buildings Space Allocation & Assessment Study

NOTICE TO PROCEED

TO: POND & COMPANY

RE: NOTICE TO PROCEED

Task Order County Buildings Space Allocation & Assessment Study No. 21-008

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, and the proposal dated May 28, 2021, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within____ calendar days from that time.

Dated this ____ day of _____, 2021

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____



49 Park of Commerce Way, Suite 203 T: 912.228.3611
Savannah, Georgia 31405 www.pondco.com

May 28, 2021

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

RE: Architectural Professional Services for County Buildings Space Allocation & Assessment Study | RFP No. 21-008

Dear Ms. Bruton and Members of the Selection Committee:

Pond is pleased to submit our Proposal for this important Effingham County comprehensive facilities space allocation and assessment study. Pond is the best value, best suited, and best technical team for this important project and it is our sincere desire to be a valuable partner to Effingham County for this work. Pond's stability, experience, depth, and unique use of technology will deliver a successful project.

Pond has completed space allocation and assessment studies for over 7,000 public and private use buildings. Our team is comprised of experienced Architecture, Engineering, and Construction professionals with the professional qualifications to design facilities as well as conduct extensive assessments, programming, and utilization studies. Our expertise is comprehensive, covering envelope consulting, ADA, commissioning, energy, structure, building systems, and site utilization.

Our assessment endeavors provide a holistic evaluation of a facility, inclusive of entire building systems and envelope analysis, to basic evaluations including normal wear and tear of materials. Our approach is a proven process and based upon the American Society for Testing and Materials (ASTM) E2018 which is the Standard Guide for Property Condition Assessments. Our property condition assessments take into account the current condition of the building and the building system and the current use of the building and compare it to a new building of the same size through the use of a facility condition index (FCI). The FCI is the current maintenance cost of the facility for a year, divided by the cost to replace that facility. The closer this number gets to one, the more money you would save by replacing the structure. Using this standard will give a quick snapshot of the condition of each building, as well as overall condition of the entire facility. Pond is a unique provider of integrated facilities management solutions, capable of data collection and organization, technical consulting, program implementation, and managed hosting services.

Additionally, Pond has worked with large-scale companies, government entities and infrastructure owners to develop Space Allocation and Asset Management programs. We have an experienced staff of professionals to assess, evaluate, and perform life cycle analyses of the County's infrastructure. We can then organize the collected data in a program tailored to the County's needs for extraction, analysis, and capital expense planning. Pond will also work with you to experiment with different placements of organizational units on various floors or buildings to determine the best way to utilize your space.

Pond is excited about the opportunity to continue to be a trusted partner to Effingham County and look forward to our shared success. We are confident our team brings the right combination of resources, capabilities, and capacity to address Effingham County's needs. If you have any questions or require further explanation on the information contained herein, please do not hesitate to contact us.

Sincerely,
Pond & Company

A handwritten signature in blue ink, appearing to read "Van Lynn".

Van Lynn, PE, QCxP, LEED AP BD+C
Director of Mechanical Engineering
Contract Manager

A handwritten signature in blue ink, appearing to read "Melissa Phillips".

Melissa Phillips
Business Development Manager
Client Liaison

Architects
Engineers
Planners
Constructors

Project Approach

Pond will have professional assessment teams composed of architects and engineers to provide assessment and inventory services noted in the RFP. Our approach uses full-service teams with each team having architecture, mechanical, electrical, fire protection, and structural engineering as required. The general approach is as follows:

1. Assemble and organize all available documents of existing conditions;
2. Deploy the team for field inventory and assessment work;
3. While in the field, meet with Effingham County personnel familiar with those facilities being assessed and conduct interviews;
4. Maintain quality control processes and use Pond's QC team of senior level staff to QC reports;
5. Submit reports for Effingham County review;
6. Meet with County staff to review report and database;
7. Make adjustments to reports and resubmit; and
8. Meet with County staff for presentation of report and findings.

Initially we will prepare our first report as soon as possible so that the full process and reviews by Effingham County can be vetted before implementing across all facilities.

Pond is no stranger to this type of project. To achieve success the project team knows what objectives to accomplish early on that will help accomplish objectives later in the project. The short-term objectives that will need to be achieved are:

- Establish Line of Communication with Effingham County Project Manager;
- Establish Project Stakeholders;
- Establish Project Timeline;
- Establish Deliverable Format; and
- Establish Deliverable Timeline and Distribution.

To ensure these short-term objectives are accomplished the Pond Project Manager will develop a comprehensive project plan specific for this project. The plan will be created with input and acceptance by the Effingham County stakeholders. Through the development of the project plan the long-term objectives will be identified. These are items such as:

- On time project delivery.
- Actionable Plan delivered to Effingham County.
- Stakeholder input and buy in throughout project.

To ensure these objectives are accomplished the Pond Project Manager will regularly communicate the project status and findings of the assessment team. Utilizing a comprehensive communication plan and tools such as Newforma Project Center, the Pond Project Manager and Effingham County Project Manager will stay in regular contact and track the decisions and requirements of the various project stakeholders.

PROJECT STRATEGY & PROJECT DELIVERABLES

Pond's approach to this project is to break it down into seven main steps: Organize, Communication/Coordination, Data Gathering, Data Management, Data Analysis, Training and Present Results. Below is a breakdown of the actions that will be taken at each step and Effingham County goals that will be achieved. These same seven steps apply to Achieving the Project Objectives and Managing the results of the project. Pond will leverage tools, technology and our experienced staff to achieve the objectives of this project.

ORGANIZE

The Pond Team's primary focus will be to finalize the workplans to develop a task list, assign those tasks and track progress. The tasks include developing a project schedule, interviewing client project management staff, and creating a database to start tracking progress. This initial organizational and planning step will set the path for the way forward for the project.

COMMUNICATION/COORDINATION

Pond as a whole understands the complexity of conducting a project with multiple tasks and stakeholders. This has been made evident time and again through the successful management and coordination of contracts with our clients. Multiple tasks are completed while communicating and coordinating with sub-stakeholders and the main stakeholders. All stakeholders' objectives are achieved and achieved successfully as evident by positive feedback from client surveys. To ensure that this is a successful project, communication will be a key factor. Pond will conduct a project kick off meeting where the communication protocol will be laid out for the project. In addition, during this phase of the project, interviews will take place with different user groups and Effingham County staff so that it is understood when areas of the facilities can be accessed and understand the safety concerns of those areas. A safety briefing will be developed from these interviews and conducted with the project team.

DATA GATHERING

The most important part of this project is gathering information from the field and ensuring that information is accurate and that the methods to attain that information are safe and have little interference with Effingham County operations. All information gathered in the field will be uploaded to the database so that Effingham County can track progress. The schedule will be reviewed frequently during this period and adjusted if needed to ensure project remains on schedule.

DATA MANAGEMENT

After all field work is complete, the Pond Team will QC the data from the field, by hand and automated methods, to ensure its validity. During the ORGANIZE phase of the project, a database was created, at this stage of the project the database will be complete with all information. The database will have the ability to sort data by priority, category, location, cost, etc. The database will be updateable for inflation. Pond has a dedicated QC process that will conduct its first check at this stage. The QC team will review the data gathered and compare it to the RFP to ensure Effingham County's goals are being met. The QC process will be partially automated and partially manual. It will be checking for information that is conflicting, such as age of equipment older than building, size of equipment does not correspond to building size, and location errors.

DATA ANALYSIS

The data analysis will develop the meat of the report and meet all of Effingham County's primary goals. At this stage we will use the field data to determine the equipment/system condition. This analysis will allow for prioritization of deficiencies. Observed deficiencies will determine the equipment condition index (ECI). Using the ECI, the expected remaining life of the equipment will be established. Based on the remaining life and the field observations, a determination will be made to replace or repair the equipment. This will be determined by conducting a Life Cycle Cost Analysis (LCCA) of the equipment to determine the most financially responsible and sustainable option. Nationally recognized estimating standards, such as RS Means, will be utilized to develop construction and maintenance costs for this calculation. Cost knowledge gained from Pond's Construction Group's real world, real time, cost data will also be used.

These calculations will be used to develop other information, such as deficiency prioritization, corrective actions, timeline for replacement, remaining useful life, total cost of ownership, Facility Replacement Cost (FRC), Facility Condition Needs Index (FCNI), list of projects and future system planning. At the end of this stage the QC staff will conduct its second review of the results. They will be checking for accuracy, validity and ensure the results are meeting the requirements of the RFP.

TRAINING

Per the RFP, the Effingham County would like Pond to train the Effingham County staff in the use of the database created. Pond will lead a training session (depending on the needs of the Effingham County staff) that will go over all aspects of the system. In addition, Pond will test individuals on the material trained and provide field guidance up to a month after training. This will be done to ensure that the Effingham County staff comes away from the training with a complete knowledge of the system.

QUALITY CONTROL

Pond has developed exceptional Quality Control documents and skills. Our Quality Control Program is an operational program and not just a book-on-the-shelf. We have a dedicated staff who are responsible for the Quality Control process. We call it QUEST (Quality Using Extensive Specialized Techniques).

Van Lynn will be the Manager of the Pond Quality Control Program for this project and will be directly responsible for Quality Control issues. Our philosophy is that quality control starts at the beginning of the project, with a strong emphasis on planning and controls. Our project execution plan will engage the entire team from initial notice to proceed to ensure quality is evidenced from the start and carried through to all phases of this assessment project. Results of our QA and QC programs are demonstrated through our history of minimum project change orders. Key elements of our Quality Control strategy include:

- Thorough evaluation of the scope of work, budget and schedule prior to the start of the project.
- Technical and content reviews at milestones established in the project schedule.

Before the final submission, a team of Senior Architects and Engineers will review the project for accuracy, validity, and to ensure the results are meeting the requirements of the RFP.

SPACE ALLOCATION & FACILITY CONDITION ASSESSMENT PROCESS

Our space allocation and condition assessments serve as an impartial, objective analysis of a facility to determine condition, code compliance, efficiency, sustainability, life expectancy, and future repair and upgrade costs. Pond will also work with the County to experiment with different placements of organizational units on various floors or buildings to determine the best way to utilize your space. The focal point of our assessment will be concentrated on inventorying facilities, determining the condition of buildings, identify necessary repair or replacement, develop cost models, and develop capital planning schedules. Our approach is a proven process and based upon the American Society for Testing and Materials (ASTM) E 2018 which is the Standard Guide for Property Condition Assessments. This process has two phases:

Phase I

1. Initial Site Investigation & Floor Plan Verification and/or Creation
2. Document Review and Interviews
3. Follow-up Site Investigations
4. Space Allocation Study
5. Presentation of Findings

Phase II

1. Facility Condition Reports
2. Preparation of Remedies and Costs

PHASE 1

1. Site Investigations

Our site investigation process goes beyond the standard "walk-through survey" described in ASTM E 2018. Pond will take its Effingham County Assessment Team, consisting of registered professionals in every discipline including architecture, structural, mechanical, and electrical, through Effingham County's facilities to perform a thorough, non-intrusive inspection and obtain information on building systems and components, as required including basic floor plan verification and/or creation as needed. The information gathered will be utilized for the purposes of providing brief system descriptions, identifying physical deficiencies, and addressing these deficiencies. Photographs of deficiencies will be taken and included in the Property Condition Report. Additional photographs will include: front and typical elevations and exteriors, roofing, structural systems, plumbing, HVAC systems, electrical systems, life safety systems, and vertical transportation systems, where applicable. Each assessment will be specific to the particular property issues. Pond addresses these common areas of concern:

Site Issues (if requested)

- Roads, Sidewalks and Other Hardscapes
- Utility Connections
- Landscaping
- Retaining Walls
- Site Lighting

Envelope Issues

- Windows and Glazing
- Roof
- Facade | Wall Integrity
- Energy Savings – Weatherization

Miscellaneous

- Security Systems
- Accessibility/ADA
- Life Safety

Infrastructure

- Structural Systems
- HVAC Systems
- Electrical Systems
- Plumbing
- Fire Protection
- Vertical Transportation

Interiors

- General Conditions
- Suitability and Durability
- Institutional Image and Branding
- Finishes

BUILDING ELEMENT	CONDITION	GROUP	COST IMMEDIATE	COST YEARS 1 - 10
SITE ELEMENTS				
Topography	Good	RM		
Storm Water	Good	RM		
Ingress & Egress	Good	RM		
Paving, Curbing & Parking	Fair	DR	\$431,860	
Flatwork	Good	RM		
Landscaping & Appurtenances	Good	RM		
Recreational Facilities	Good	RM		
Utilities	Good	RM		
STRUCTURAL FRAME AND BUILDING ENVELOPE				
Foundation	Good	RM		
Building Frame	Good	RM		
Exterior Walls	Good	RM		
Exterior Windows and Doors	Good	RM		
Roofing	Fair	DR		\$225,000
Exterior and Interior Stairs	Good	RM		
Patio, Terrace and Balcony	Good			
INTERIOR ELEMENTS				
Common Areas	Fair	DM		\$56,000
Interior Finishes	Fair	DM		\$400,000
MECHANICAL AND ELECTRICAL				
HVAC Systems	Fair	DR		4500,000
Plumbing and Gas	Good	RM		
Electrical	Good	RM		
VERTICAL TRANSPORTATION				
Vertical Transportation	Good	RM		
LIFE SAFETY / FIRE PROTECTION				
Life Safety / Fire Protection	Good	RM		
ADDITIONAL CONSIDERATIONS				
Additional Considerations	N/A	N/A		
TOTAL, UNFLATED			\$431,860	\$799,140
Inflation Factor, 3%				
TOTAL, INFLATED			\$431,860	\$913,798

2. Document Review and Interview

Pond will organize a pre-survey interview where our team will meet with facility stakeholders and staff personnel knowledgeable of the physical characteristics, maintenance and repair of the properties. Obtaining the staff's personal knowledge of the facilities will be invaluable to our assessment efforts. The objective of our document review and interview before the walk-through survey is to enhance our understanding of the subject properties and to identify known physical deficiencies. The documents to be reviewed include, but are not limited to, the following: existing building drawings and specifications, records indicating age of material building systems, warranty information, and history of repairs and their costs. We understand that some of these documents may not be available, but any existing building documentation will be of great benefit in the assessment. Pond conducts a full building review of as-built conditions with the assessment team. Measurements are documented and incorporated into building information databases. The facility and all elements of the facility condition are entered. The remaining service life, condition index and repair and replacement costs are calculated. This information along with priorities can be used to create work plans. The work plans can be set up with funding and time limitations to most accurately represent the funding and financial calendar of Effingham County.

3. Follow-up Site Investigations

Pond will perform follow-up visits to the facilities that require additional investigation or inquiry, or ones that may have been identified as a potential differing use in the initial performance of the work. Pond will work with County personnel to identify any facilities that may require additional investigation early in the process and communicate these findings in a timely manner.

4. Space Allocation Study

The Pond Team will develop and propose alternative strategies to combine or consolidate similar or related work areas within individual facilities into actionable facility projects looking to existing or potential movements or space modification to develop a plan to right-size organizations within or among the County's facilities. During this task we will:

1. Confirm parameters and expectations of the facility with County personnel;
2. Analyze site conditions, restraints, or restrictions that may influence the utilization of the facility;
3. Develop and prepare proposed optimization and space allocation for the identified facilities;
4. Refine these concepts with input from the County and stakeholders; and
5. Prepare supporting documentation and deliverables.

5. Presentation of Findings

A final report will be provided in original and electronic form. The report will include all the results of the facility assessment. This report will be summarized in a presentation by Pond to Effingham County. The presentation will be broken up by facility then by system types. The presentation will deliver the overall results of the facility condition assessment as well as at the system level. In addition to the report and the presentation, Effingham County will have access to the database created for this project.

PHASE 2

Task 1. Prioritization and Condition Report

The provided assessment package will allow each deficiency and associated remedy to be sorted by category, location, cost, and priority. After completion of the recommended remedies and probable cost, Pond will coordinate with the Effingham County on the prioritization of each corrective action plan. In addition, Pond will discuss the overall condition report including the deficiencies, the associated corrective action and the cost. Also, the overall function of the reporting database will be discussed, and the Effingham County will be trained on its applications and processes. Within our condition assessment approach, each identified deficiency is categorized into one of the following areas of concern:

Priority 1 – Currently Critical (Immediate – year 1). Immediate action is required to avoid or correct serious issue(s).

Priority 2 – Potentially Critical (year 2). Substantial work is needed to ensure safe and efficient operations can continue without interruption or hazard. If the items are not addressed, these conditions will likely become critical within a year.

Priority 3 – Necessary/Not Yet Critical (years 3-5). Normal wear and tear has occurred. Remedial and preventive work is recommended to avoid predictable deterioration, potential downtime, damage, or higher costs.

Priority 4 – Recommended (years 6-10). Normal wear and tear has occurred, but no action is required. These systems should be revisited annually and will need to be replaced in years 6-10.

Priority 5 – Inventory of Systems Working as Desired (years 11-50). No repair or replacement action is necessary.

Priority 6 – Does Not Meet Current Codes but is “Grandfathered”.

Once categorized, further evaluation is necessary to determine the recommendations to remedy their condition. For example, any energy related deficiencies require energy savings calculations and life cycle cost analysis to determine its viability for enhancement. Similarly, structural deficiencies require load calculations to provide the best recommendation for building stability issues.

The analysis of the field data, along with the additional calculations and discussions with the Effingham County, result in the determined list of recommended options.

Task 2. Preparation of Remedies and Costs

Based upon the existing building documentation, interviews and survey results, Pond will provide a listing of properties and associated deficiencies which includes physical defects, code violations, maintenance issues, sustainability items, etc. and provide a recommended corrective action plan for each deficiency. This initial list will be communicated to the Effingham County for their review. Probable costs will be estimated for each corrective action plan on the list. Life cycle cost analyses including forecasting of required, recommended and potential capital expenditures will be completed. Finally, we evaluate the facilities in terms of its renewal and weigh the cost of such an effort against the cost of new construction. Rest assured that our on-site investigation, post analysis, and subsequent statements of probable cost will provide the Effingham County with the necessary information needed to determine the future cost of ownership for each facility.

Pond assumes the site observations of ADA, Energy, and Air Quality accompany the basic scope of services in this proposal. If a detailed, comprehensive, and thorough evaluation of each of these conditions is required, Pond can perform these services on an as-needed basis per our hourly rate schedule on file with the County.

Proposed Schedule

Phase I

1. Initial Site Investigation	1 Week
2. Document Review and Interviews	1 Weeks
3. Follow-up Site Investigations	1 Week
4. Space Allocation Study	1 Week
5. Presentation of Findings	<u>1 Week</u>
	5 Weeks

Phase II

1. Facility Condition Reports	2 Week
2. Preparation of Remedies and Costs	<u>1 Week</u>
	3 Weeks

TOTAL 8 Weeks

Note: Schedule does not include Effingham County review periods.

Architects
Engineers
Planners
Constructors

Man-Hour Estimate & Costs

PHASE 1			
Personnel	Estimated Hours	Rate / Hour	Total
Principal-in-Charge	0	\$204.87	\$0.00
Sr. Project Manager / Sr. Contract Administrator	6	\$194.36	\$1,166.16
Project Manager / Contract Administrator	40	\$173.35	\$6,934.00
Architect	18	\$162.84	\$2,931.12
Architectural Intern	48	\$110.31	\$5,294.88
Sr. Structural Engineer	36	\$162.84	\$5,862.24
Jr. Structural Engineer	18	\$126.07	\$2,269.26
Sr. Mechanical / Plumbing Engineer	36	\$152.34	\$5,484.24
Jr. Mechanical / Plumbing Engineer	18	\$126.07	\$2,269.26
Sr. Electrical Engineer	36	\$152.34	\$5,484.24
Jr. Electrical Engineer	18	\$126.07	\$2,269.26
<i>Sub-Total</i>	274		\$39,964.66

PHASE II			
Personnel	Estimated Hours	Rate / Hour	Total
Principal-in-Charge	0	\$204.87	\$0.00
Sr. Project Manager / Sr. Contract Administrator	6	\$194.36	\$1,166.16
Project Manager / Contract Administrator	70	\$173.35	\$12,134.50
Architect	20	\$162.84	\$3,256.80
Architectural Intern	12	\$110.31	\$1,323.72
Sr. Structural Engineer	16	\$162.84	\$2,605.44
Jr. Structural Engineer	12	\$126.07	\$1,512.84
Sr. Mechanical / Plumbing Engineer	16	\$152.34	\$2,437.44
Jr. Mechanical / Plumbing Engineer	12	\$126.07	\$1,512.84
Sr. Electrical Engineer	16	\$152.34	\$2,437.44
Jr. Electrical Engineer	12	\$126.07	\$1,512.84
<i>Sub-Total</i>	192		\$29,900.02

TOTAL (NOT TO EXCEED) FEE

\$69,864.68

Note: Fees are based on the examination of 20 existing County buildings totaling up to 100,000 sf. Additional buildings and / or square footage examination will be billed in accordance with Pond's Hourly Rate Schedule previously approved by Effingham County for the IDC Contract.

Architects
Engineers
Planners
Constructors

Addendum No.1
RFP 21-008 - County Buildings Space Allocation & Assessment Study

SUPPLEMENTAL INFORMATION
ADDENDUM NO. 1

PROJECT: RFP 21-008
County Buildings Space Allocation & Assessment Study

CONTACT: Alison Bruton, Purchasing Agent
912-754-2159 abruton@effinghamcounty.org

DATE ISSUED: May 24, 2021

RFP 21-008 - County Buildings Space Allocation & Assessment Study dated May 17, 2021 is hereby amended as noted herein: BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER'S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

- 1) QUESTION: Is it possible for you to provide the sq footage for each building? Or an estimate?
ANSWER: Yes. See Question #3.
- 2) QUESTION: in regards to any secure facilities, do we need to arrange visits for specific times/dates, or will all buildings be open?
ANSWER: After the project has been awarded, the selected consultant will be given access to any secured facility. In some cases, staff escort may be needed. Unfortunately, the sites are not available during the proposal process.
- 3) QUESTION: Is there any way we can get a copy of the basic floor plan or drawings for the current buildings as is? Not necessarily needed now, but if awarded.
ANSWER: We will provide whatever we can to the awarded consultant. For the purposes of putting together the proposal and to have an equal approach, assume that NONE of the buildings have schematic floor plans and you will need to create those for the phase I work.
- 4) QUESTION: Do you have a listing of which departments are in which buildings and the number of people that are in each building/department?
ANSWER: We can put this together for the awarded consultant. The list will not be available prior to the proposal submittal deadline. The consultant will not have to determine staffing needs.
- 5) QUESTION: Is the new Administrative Building, which is currently being renovated, included in the Scope of Work for the allocation and assessment study?
ANSWER: No.
- 6) QUESTION: Please confirm the approximate number of departments / units that will need inventory.
ANSWER: Approx. 25 unique departments to coordinate a Phase I conceptual plan.

Addendum No.1
RFP 21-008 - County Buildings Space Allocation & Assessment Study

7) QUESTION: Please confirm the teams can use their fire evacuation plan for a basis for the level of existing (floor plans?).

ANSWER: After the pre-proposal meeting, we learned that the fire evacuation plan was a pilot for the existing administration building only. There are no CADD files of the floorplans of all buildings. Also see Question #3.

8) QUESTION: What projected growth in departments can be assumed – 5 or 10 years, or other?

ANSWER: 10 years.

9) QUESTION: Will the relocation be documented at a strategic / overall move of units on a Square Feet basis into buildings? (No floor plans) or will Proposed plans be part of deliverable for Phase One?

ANSWER: As part of Phase I, it is expected that the consultant will meet with each department and discuss needs and function and develop a conceptual layout of new office space. It will be a concept only and does not represent construction ready plans. Phase II will consider structural changes, mechanical, etc. that might affect the final layout.

All other terms and conditions in RFP 21-008 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

Van Lynn, PE, QCxP, LEED AP BD+
Director of Mechanical Engineering
Contract Manager



Print Name

Signature

May 28, 2021

Date

END OF ADDENDUM NO. 1

Staff Report

Subject: Award of Contract 21-30-002 for McCall Park Improvements to Rain-N-Shine Irrigation, LLC

Author: Alison Bruton, Purchasing Agent

Department: Parks & Landscaping

Meeting Date: June 15, 2021

Item Description: Contract 21-30-002 for McCall Park Improvements

Summary Recommendation: Staff recommends approval of Contract 21-30-002 for McCall Park Improvements to Rain-N-Shine Irrigation, LLC for \$419,600.00.

Executive Summary/Background:

- In April, staff posted an ITB for improvements to McCall Park. Three (3) sealed bids were received on May 6, 2021. Bidders were asked to provide totals for 12 items and 4 additional alternate options. The full bid tabulation has been included with this staff report and shows the breakdown for each item and alternate option. Staff is requesting to move forward with Items A through L and Alternates 1 through 3.
- The submitted bid totals for the requested items are as follows:
 - Rain-N-Shine Irrigation, LLC: \$419,600.00
 - United Grounds Maintenance Services, Inc.: \$476,859.20
 - RL Construction Group: \$683,786.00
- After review of the submittals, staff recommends award to Rain-N-Shine Irrigation, LLC. for \$419,600.00.
- The contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Award Contract 21-30-002 for McCall Park Improvements to Rain-N-Shine Irrigation, LLC for bid items A through L and alternates 1 through 3 for \$419,600.00.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, Asst. County Manager

Funding Source: SPLOST FY21 and FY22 budgets

Attachments:

1. Contract 21-30-002
2. Bid Tabulation

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and
Rain-N-Shine Irrigation, LLC. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Provide and perform all tools, materials, labor, supervision, and equipment for the construction of the improvements to the existing McCall Park consisting of removal of two existing abandoned baseball field, site work and installation of new asphalt parking area, Dog Park facility, multi-purpose field, new baseball field, basketball half-court & handball court, erosion and sedimentation control and miscellaneous items as shown on the construction plans in Effingham County, Georgia.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB 21-30-002 – McCall Park Improvements

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by the Effingham County Engineering Department, and assumes all duties and responsibilities during the Project.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

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

3.02 *Days to Achieve Completion and Final Payment*

3.03 *The Work will be completed within 100 calendar days from receipt of a Notice Proceed.*

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$200** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

Additions or deductions from quantities will be computed in accordance with the following fixed unit prices which include all direct and indirect construction costs, overhead, profit and taxes. The undersigned agrees that such unit prices represent the total cost to the County for additions to or deductions from the Contract Sum.

DESCRIPTION

1. Concrete Sidewalk Installation	\$36.00/sy
2. Reclaimed Asphalt Pavement Trail	\$6.00/lf
3. Asphalt Pavement, includes stone sub-base	\$40.00/sy
4. Gravel Pavement Surface	\$20.00/sy
5. Sod Grassing	\$4.50/sy

BID

A. MOBILIZATION	LS	\$6,000.00
B. SELECTIVE DEMOLITION	LS	\$6,000.00
C. SITE WORK (includes surveying, staking, layout control Earthwork, grading, clearing, installation of sidewalks, Erosion & sedimentation control, benches and all misc. Not designated in specific bid items)	LS	\$76,000.00
D. DOG PARK , complete with grading, grassing, fencing Signage, landscaping and trees	LS	\$30,000.00
E. DOG PARK PAVILION/SHADE SHELTER , Complete	LS	\$6,000.00
F. RAP WALKING TRAIL	LS	\$9,600.00
G. BASEBALL FIELD , Complete with fencing, grading, grassing, Infield soil placement, backstop structure & miscellaneous assoc. Items	LS	\$66,400.00
H. MULTI-PURPOSE FIELD , Complete with grading & grassing	LS	\$22,800.00
I. GRAVEL SURFACE PARKING LOT , Complete with grading, Compaction, testing, placement of stone, installation of concrete Wheel stops at each space, concrete pavement at ADA spaces with Signage and pavement striping/markings	LS	\$27,000.00
J. BASKETBALL COURT , complete	LS	\$41,400.00

K. GROUNDWATER WELL , complete with design, permit, and install new shallow water well system for connection to restroom building and irrigation	LS	\$ <u>20,000</u>
L. IRRIGATION SYSTEM , complete with design and construction.	LS	\$ <u>25,000</u>

TOTAL BASE BID **\$336,200.00 Base Bid**

Amount must equal the sum of all base bid items and include
All items as shown on the plans for the Base Bid Work

ALTERNATES

ALTERNATE NO. 1 – In lieu of a gravel parking lot, install new asphalt pavement with pavement striping and markings. **ADD/DEDUCT FROM BASE BID** \$31,400.00

ALTERNATE NO. 2 – Demolish existing restroom building and interiors leaving existing floor slab in place, clean floor slab, modify any in-ground fixtures as required, and construct new restroom building as shown on the plans and details. **ADD TO BASE BID** \$46,000.00

ALTERNATE NO.3 – Remove and replace existing asphalt shingle roof on existing recreational pavilion building on north side of park. **ADD TO BASE BID** \$6,000.00

~~**ALTERNATE NO. 4** – Deduct for sprigging instead of sod for sports field.
DEDUCT FROM BASE BID \$17,000.00~~

TOTAL BID **\$419,600.00**

Amount is equal the sum of all base bid items and alternates 1 through 3
All items as shown on the plans for the Base Bid Work

THIS SECTION INTENTIONALLY LEFT BLANK

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.
 - a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and
 - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).

2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 4 inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 107, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

 1. A/E's approval of a Shop Drawing or Sample; or
 2. A/E's written interpretation or clarification.

ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

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

- B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.
- C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 11 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability,

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

ARTICLE 12 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

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

13.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;
- B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

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

13.04 *Severability*

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

13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

COUNTY:

Effingham County Board of Commissioners

By: _____

Title: Chairman

CONTRACTOR:

Rain-N-Shine Irrigation, LLC

By: _____

Title: _____

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

Attest: _____

Title: County Clerk

Address for giving notices:

601 N. Laurel Street
Springfield, GA 31329

Attest: _____

Title: _____

Address for giving notices:

Addendum 2 – Updated Bid Form

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Effingham County Board of Commissioners

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum #1</u>	<u>April 29, 2021</u>
<u>Addendum #2</u>	<u>May 4, 2021</u>

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

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

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

Addendum 2 – Updated Bid Form

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Addendum 2 – Updated Bid Form

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Additions or deductions from quantities will be computed in accordance with the following fixed unit prices which include all direct and indirect construction costs, overhead, profit and taxes. The undersigned agrees that such unit prices represent the total cost to the County for additions to or deductions from the Contract Sum.

DESCRIPTION

- | | |
|-------------------------------------|-------------------------------|
| 1. Concrete Sidewalk Installation | \$ <u>36⁰⁰</u> /sy |
| 2. Reclaimed Asphalt Pavement Trail | \$ <u>6⁰⁰</u> /lf |
| 3. Asphalt Pavement | \$ <u>40⁰⁰</u> /sy |
| 4. Gravel Pavement Surface | \$ <u>20⁰⁰</u> /sy |
| 5. Sod Grassing | \$ <u>4⁵⁰</u> /sy |

BID

- | | | |
|--|----|------------------------------|
| A. MOBILIZATION | LS | \$ <u>6000⁰⁰</u> |
| B. SELECTIVE DEMOLITION | LS | \$ <u>6000⁰⁰</u> |
| C. SITE WORK (includes surveying, staking, layout control Earthwork, grading, clearing, installation of sidewalks, Erosion & sedimentation control, benches and all misc. Not designated in specific bid items) | LS | \$ <u>76000⁰⁰</u> |
| D. DOG PARK , complete with grading, grassing, fencing Signage, landscaping and trees | LS | \$ <u>30000⁰⁰</u> |
| E. DOG PARK PAVILION/SHADE SHELTER , Complete | LS | \$ <u>6000⁰⁰</u> |
| F. RAP WALKING TRAIL | LS | \$ <u>9600⁰⁰</u> |
| G. BASEBALL FIELD , Complete with fencing, grading, grassing, Infield soil placement, backstop structure & miscellaneous assoc. Items | LS | \$ <u>66400⁰⁰</u> |
| H. MULTI-PURPOSE FIELD , Complete with grading & grassing | LS | \$ <u>22800⁰⁰</u> |
| I. GRAVEL SURFACE PARKING LOT , Complete with grading, Compaction, testing, placement of stone, installation of concrete Wheel stops at each space, concrete pavement at ADA spaces with Signage and pavement striping/markings | LS | \$ <u>27000⁰⁰</u> |
| J. BASKETBALL COURT , complete | LS | \$ <u>41400⁰⁰</u> |

Addendum 2 – Updated Bid Form

K. **GROUNDWATER WELL**, complete with design, permit, and install new shallow water well system for connection to restroom building and irrigation

LS \$ 20,000

L. **IRRIGATION SYSTEM**, complete with design and construction.

LS \$ 25,000

TOTAL BASE BID

\$ 336,200⁰⁰ Base Bid

Amount must equal the sum of all base bid items and include
All items as shown on the plans for the Base Bid Work

ALTERNATES

ALTERNATE NO. 1 – In lieu of a gravel parking lot, install new asphalt payement with pavement striping and markings. **ADD/DEDUCT FROM BASE BID** \$ 31,400⁰⁰

ALTERNATE NO. 2 – Demolish existing restroom building and interiors leaving existing floor slab in place, clean floor slab, modify any in-ground fixtures as required, and construct new restroom building as shown on the plans and details. **ADD TO BASE BID** \$ 46,000⁰⁰

ALTERNATE NO. 3 – Remove and replace existing asphalt shingle roof on existing recreational pavilion building on north side of park. **ADD TO BASE BID** \$ 6,000⁰⁰

ALTERNATE NO. 4 – Deduct for sprigging instead of sod for sports field.

DEDUCT FROM BASE BID \$ 17,000⁰⁰

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Addendum 2 – Updated Bid Form

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees to commence work within ten (10) days after the Notice to Proceed is issued and to complete all Work within 100 calendar days from Notice To Proceed.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security
 - B. Evidence of authority to do business in the state of the Project;
 - C. Drug Free Workplace Certification (Attachment A);
 - D. Promise of Non Discrimination Statement (Attachment B);
 - E. Disclosure of Responsibility Statement - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C);
 - F. Non Collusion Affidavit - (Attachment D);
 - G. Contractor Affidavit and Agreement (E-VERIFY) (Attachment E);
 - H. Subcontractor Affidavit if applicable (E-VERIFY) (Attachment F);
 - I. List of Proposed Subcontractors (Attachment H);

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

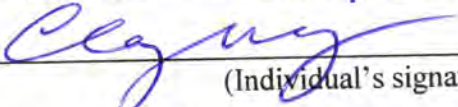
ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Clay K. Morgan

By: 
(Individual's signature)

Doing business as: RAIN-N-SHINE LLC

Addendum 2 – Updated Bid Form

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: RAIN-N-SHINE LLC (SEAL)

State of Incorporation: Georgia
Type (General Business, Professional, Service, Limited Liability): _____

By: Clay Morgan
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Clay K. Morgan

Title: President / owner
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is 3 / 4 / 2016

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Addendum 2 – Updated Bid Form

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

THIS SECTION INTENTIONALLY LEFT BLANK

NOTICE TO PROCEED

TO:

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 21-30-002 – McCall Park Improvements

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed by _____. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to **\$200.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____ day of _____, 2021

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____

Bid Tabulation - ITB 21-30-002 - McCall Park Improvements					
Item No.	Description	UOM	Rain-N-Shine Irrigation	United Ground Maint. Services	RL Construction Group
1	Concrete Sidewalk Installation	SY	\$36.00	\$49.50	\$60.00
2	Reclaimed Asphalt Pavement Trail	LF	\$6.00	\$10.00	\$10.00
3	Asphalt Pavement	SY	\$40.00	\$15.50	\$16.00
4	Gravel Pavement Surface	SY	\$20.00	\$20.50	\$20.00
5	Sod Grassing	SY	\$4.50	\$18.00	\$8.00
Item No.	Description	UOM	RNSI	UGMS	RLCG
A	Mobilization	LS	\$6,000.00	\$10,000.00	\$1,500.00
B	Selective Demolition	LS	\$6,000.00	\$45,642.00	\$8,000.00
C	Site Work	LS	\$76,000.00	\$45,540.00	\$105,000.00
D	Dog Park	LS	\$30,000.00	\$54,723.90	\$40,320.00
E	Dog Park Pavilion/Shade Shelter	LS	\$6,000.00	\$8,600.00	\$17,500.00
F	Rap Walking Trail	LS	\$9,600.00	\$5,000.00	\$8,190.00
G	Baseball Field	LS	\$66,400.00	\$80,000.00	\$151,006.00
H	Multi-Purpose Field	LS	\$22,800.00	\$34,585.00	\$35,000.00
I	Gravel Surface Parking Lot	LS	\$27,000.00	\$27,600.00	\$65,000.00
J	Basketball Court	LS	\$41,400.00	\$39,240.30	\$45,770.00
K	Groundwater Well	LS	\$20,000.00	\$20,000.00	\$20,000.00
L	Irrigation System	LS	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL BASE BID			\$336,200.00	\$395,931.20	\$522,286.00
Item No.	Description	UOM	RNSI	UGMS	RLCG
Alt 1	In lieu of gravel parking lot...		\$31,400.00	\$40,428.00	\$45,000.00
Alt 2	Restroom building...		\$46,000.00	\$37,500.00	\$98,500.00
Alt 3	Pavilion roof...		\$6,000.00	\$3,000.00	\$18,000.00
Alt 4	Sprigging instead of sod...		-\$17,000.00	-\$12,000.00	-\$7,500.00
TOTAL BID PRICE WITH ALTERNATIVES 1-3:			\$419,600.00	\$476,859.20	\$683,786.00
BID BOND			YES	YES	YES

Staff Report

Subject: Pictometry License Agreement for Aerial Flight imagery services

Author: Jennifer Keyes

Department: Tax Assessor

Meeting Date: June 15, 2021

Item Description: Consideration to approve an Agreement with Pictometry International Corporation for aerial imagery services

Summary Recommendation:

Chief Appraiser is recommending approval of an Agreement with Pictometry International Corporation to include Change finder and Pool finder.

Executive Summary/Background:

- This program will help the staff located new construction and additions that may not have been permitted or missed in the permitting process.
- This program helps to review parcels that would not be accessible.
- This program is an approved review method by IAAO and is recognized by GAAO.

Alternatives for Commission to Consider

1. Approval of the License Agreement with Pictometry International Corporation for aerial imagery services to include Change finder and Pool finder.
2. Not approve the agreement. If the agreement is not approved, it could cause a potential loss of tax revenue and result in the need for additional staff for review.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Tax Assessor, Finance, Board of Commissioners

Funding Source:

Tax Assessor Budget line Computer Maintenance Agreement GL Code 100-1550-012-52-2208

Attachments:

1. Contract

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
EFFINGHAM COUNTY, GA ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
901 North Pine St Suite 106
Springfield, GA 31329
Attn: Jennifer Keyes, Deputy Chief Appraiser
Phone: (912) 754-2125 Fax: (912) 754-9506

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
EFFINGHAM COUNTY, GA	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #

C15300162

BILL TO

Effingham County, GA
R.C. Barenchik, GIS Manager
901 North Pine Street
Springfield, GA 31329-0307
(912) 754-8050 ; 4502
rcbarenchik@effinghamcounty.org

SHIP TO

Effingham County, GA
R.C. Barenchik, GIS Manager
901 North Pine Street
Springfield, GA 31329-0307
(912) 754-8050 ; 4502
rcbarenchik@effinghamcounty.org

CUSTOMER ID

A116961

SALES REP

KLamo

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
28,724	ChangeFinder - Change Detection; Digital Parcel File Provided	<p>Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters: <i>Data Source – Base:</i> Pictometry Outlines <i>Data Source Year – Base:</i> 2018 <i>Data Source – Comparison:</i> Pictometry Imagery <i>Data Source Year – Comparison:</i> 2021 <i>Deck Identification:</i> Included in Building Outlines <i>Regional Status Report Requested:</i> <i>Modified Technical Specifications:</i> <i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>	\$ 0.41		\$ 11,776.84
28,724	ChangeFinder - PoolFinder Service	The locations of swimming pools are identified and categorized as "in-ground", "above-ground" or "undetermined." Pictometry delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats. This product is available only in combination with a Change Detection or Change Detection	\$ 0.08		\$ 2,297.92

		<p>and Building Outline product. Final invoiced quantity is the same as for the Change Detection product.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters: <i>Data Source – Base:</i> Pictometry Outlines <i>Data Source Year – Base:</i> 2018 <i>Data Source – Comparison:</i> Pictometry Imagery <i>Data Source Year – Comparison:</i> 2021 <i>Deck Identification:</i> Included in Building Outlines <i>Regional Status Report Requested:</i></p> <p><i>Modified Technical Specifications:</i></p> <p><i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>			
1	ChangeFinder - Project Fee	<p>This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 1,000.00		\$ 1,000.00
SUBTOTAL					\$15,074.76

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 15,074.76
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Delivery at the end of first year	\$5,024.92
Due at Delivery at the end of second year	\$5,024.92
Due at Delivery at the end of third year	\$5,024.92
Total Payments	\$15,074.76

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Georgia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Staff Report

Subject: Service Delivery Strategy Agreement
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: June 15, 2021
Item Description: Consideration to approve a Service Delivery Strategy Agreement between the county and the cities of Rincon, Springfield and Guyton.

Summary Recommendation:

Staff is requesting approval of the stipulation agreement to comply with the Georgia Service Delivery Strategy Act. This update addresses some minor revisions to the water and sewer service section as requested by city of Rincon.

Executive Summary:

Effingham County and the municipalities located therein are required by law to enter into and regularly update its Service Delivery Strategy Agreement under state law. The purpose of a service delivery agreement is as follows:

- To provide a flexible framework for local governments and authorities to agree on service delivery arrangements.
- To minimize any duplication or competition among local governments and authorities providing local services.
- To provide a method of resolving disputes among service providers regarding service delivery, funding equity and land use.

Items of note for this agreement are:

- Increased flexibility in the county with regards to budgeting services countywide and in the unincorporated areas.
- Ability for Rincon to purchase wholesale water from Effingham County off of the extended McCall waterline (Loop A)

Background:

Once approved by all four parties, the corresponding Department of Community Affairs forms will be updated with the effective date of the agreement and will be submitted to the DCA. The agreement will then have to be reviewed after the results on the decennial census or other qualifying event.

Alternatives for Commission to Consider:

1. Approve the Service Delivery Strategy Agreement (Stipulation Agreement).
2. Do not approve the Service Delivery Strategy Agreement
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative# 1

Other Alternatives: N/A

Department Review: Administration/County Attorney

Funding Source: Various.

Attachments:

1. Service Delivery Strategy Agreement (Stipulation Agreement).

Stipulation Agreement

Stipulations Regarding Governmental Services between Effingham County, City of Springfield, City of Rincon, and the City of Guyton.

Section 1: Come now here the parties to stipulate and agree to the following:

- 1.1 The Georgia Service Delivery Strategy Act (O.C.G.A. § 36-70-20 et seq.) mandates that local governments identify and categorize governmental services on the basis of the provider, for whom such services primarily benefits, and whether or not any services are jointly provided and/or funded. O.C.G.A. § 36-70-24(3).
- 1.2 The parties have identified and categorized governmental services according to the following parameters; Countywide services; service primarily for the unincorporated areas; and support services (administrative and other cost that support both countywide and services primarily for the unincorporated areas.)

Section 2: Services provided by Effingham County countywide (All unincorporated and incorporated areas)

- 2.1 The following services are provided by Effingham County as countywide services for the benefit of unincorporated and incorporated residents, individuals and property owners who shall receive the same level of services:

- A. Animal Control
- B. Coroner
- C. Correctional Institute
- D. Court Services
- E. E-911
- F. Economic Development (and IDA)
- G. Elections
- H. Emergency Management
- I. Emergency Medical Services
- J. Extension Service
- K. Forestry
- L. Geographic Information Systems
- M. Hospital
- N. Indigent Defense
- O. Industrial Development
- P. Jail
- Q. Landfill & Transfer Station
- R. Law Enforcement
- S. Library
- T. Public Health
- U. Social Services
- V. Tax Assessment (Tax Assessor)
- W. Tax Collection (Tax Commissioner)

← X. Senior Citizens
Programs

The county will provide and make available the Inmate labor derived from the correctional institute to each local government in the county. The county makes available two levels of inmate labor.

1. General janitorial, building and ground maintenance. These are minimum security inmates who are constantly supervised by trained county or city staff. These inmates are made available to all to the city and the county based on available inmate labor.
2. Work Crews. These work crews may be minimum and or medium security inmates consisting of between 8 and 12 inmates and require a county correctional officer to oversee at all times. For each work crew funded by the county's general fund the incorporated governments may request and receive a proportional time of labor from these crews within the incorporated limits. Proportional time is based on incorporated digest values of each city to the total digest of the county.
If a city enters in to a contract with the correctional institute for a dedicated crew for the city, the city may choose a credit against the contract cost negotiated rather than a proportional time of the county's work crew.

Section 3: Support services (administrative and other cost that support both county wide and services primarily for the unincorporated areas).

- 3.1 General Government - Effingham County provides the following services that support all of the services noted in sections 2.1, 4.2, 4.4(a), and 4.4(b),
 - A. Support service cost includes the following administration services: Finance, Accounting, Purchasing, Human Resources and Information Technology
- 3.2 The cost of support services shall be charged pro rata to services identified in Section 2.1, 4.2, 4.4(a), and 4.4(b),, and funded according to the provisions of O.C.G.A. § 36-70-24(3)(A)&(B).

Section 4: Services provided by Effingham County for the unincorporated area of the county or other special service districts, for which certain cities are providing the same service to their incorporated areas.

- 4.1 Pursuant to O.C.G.A. § 36-70-24(3)(A), the service delivery strategy for the parties "shall ensure that the cost of any service which a county provides primarily for the benefit of the unincorporated area of the county shall be borne by the unincorporated area residents, individuals, and property owners who receive the service."

4.2 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and shall be funded as set forth in this section.

- A. Code Enforcement
- B. Engineering
- C. Fire protection
- D. Permitting and Inspections
- E. Planning and Zoning
- F. Soil erosion control
- G. Solid Waste Collection & Disposal
- H. Stormwater Management

4.3 Effingham County will derive funding for the services outlined in Section 4.2 solely from property taxes of special service districts created by the county, insurance premium taxes, assessments, or user fees that are levied or imposed in a SSD or through such other mechanism agreed upon by the affected parties which complies with the intent of O.C.G.A. § 36-70-24(3)(A) and (B).

Specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B):

- i. Special Service District taxes;
- ii. Insurance Premium taxes;
- iii. SPLOST revenues per voter referendum;
- iv. Grants for services outlined in 4.2;
- v. Enterprise fund revenues, permitting fees, and impact fees derived from the unincorporated area of Effingham County, and all such other revenue derived directly from the unincorporated areas defined as other funding mechanism which shall only include the following revenues:
 - 1) Occupational taxes
 - 2) Alcohol Beverage licenses and taxes
 - 3) PILOT
 - 4) Cable franchise fees
 - 5) Interest on investments

4.4 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and are also provided by the City of Springfield, Rincon, and Guyton for the benefit of the incorporated residents, individuals, property owners, and agreed upon. Effingham County and the cities have agreed to a millage differential as indicated in section 4.4(a) and 4.4(b) below:

4.4(a) All parties have agreed to a millage differential of 1.35 mills (reduction to cities) for properties within the incorporated limits of Springfield, Rincon, and Guyton:

- A. Roads and Bridges (Construction, Maintenance and ditches)
- B. Street Lighting
- C. Street Sweeping
- D. Traffic Control
- E. Parks

4.4(b) All parties have agreed to a millage differential of 0.65 mills (reduction to the City of Rincon) for properties within the incorporated limits of Rincon:

- A. Recreation

4.4(c) Due the agreed upon millage differential outlined in this section, Effingham County may also derive funding for the services outlined in section 4.4(a) and 4.4(b) from General Fund in addition to the specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B): The county and the city have reviewed the county's calculation (**Exhibit 1**) and agreed to the set millage differentials to amounts defined in section 4.4(a) and 4.4(b) until new Service Delivery Strategy is implemented.

4.5 The following services are provided by Effingham County primarily for the benefit of the unincorporated areas of Effingham County, and are also provided by the City of Springfield, Rincon, and Guyton for the benefit of the incorporated residents, individuals, property owners, and agreed upon water and sewer service areas within Effingham County in the unincorporated areas:

- A. Wastewater Collection & Treatment
- B. Water Supply & Distribution
- ~~D. Reuse Distribution~~

C.

4.5.1 Effingham County will derive funding for the services outlined in Section 4.5 solely from property taxes of special service districts created by the county, insurance premium taxes, assessments, or user fees that are levied or imposed in a SSD or through such other mechanism agreed upon by the affected parties which complies with the intent of O.C.G.A. § 36-70-24(3)(A) and (B). Specific funding revenues available per O.C.G.A. § 36-70-24(3)(A) and (B) are delineated in Section 4.3.

Section 5: Services provided by the City of Springfield, Rincon, and Guyton as a higher level of service than that which is provided by Effingham County.

- 5.1 The city of Springfield, Rincon, and Guyton will provide the following services within their incorporated city limits and funding will be from the city's general fund.
- A. Court Services
 - B. Economic Development (also provided by Springfield DDA)
 - C. Elections
 - D. Emergency Management
 - E. Geographic Information Systems
 - F. Indigent Defense
 - G. Municipal Prosecutor
 - H. Police
 - I. Tax Collection
 - J. Senior Citizen Programs

SERVICES PROVIDED BY A MUNICIPALITY OUTSIDE OF ITS CORPORATE BOUNDARIES

- 6.1 **Water and sewer.** The parties hereby adopt a water and sewer delivery area map for each of the parties, attached hereto as **Exhibit 2**. The municipal parties hereto may provide water and sewer service outside of its corporate boundaries to those unincorporated areas located within its respective service delivery area until the parties agree to a different service area or until a Court of competent jurisdiction determines that the service area should be changed.

Exhibit 2 represents a change in the service delivery area of Rincon at the request of Effingham County for the purpose of constructing a water line along McCall Road and Blue Jay Road. This water line borders the Rincon service delivery area. Effingham County and Rincon have agreed to the change in the service delivery area and have agreed that Rincon shall be allowed to connect to the water line in order to service Rincon's service delivery area. In the event, Rincon connects to the water line, Rincon and Effingham County agree that this connection shall be governed by the existing Effingham County and Rincon potable water service agreement. All connections to this water line shall be defined as additional connection points as stated in the Effingham County and Rincon potable water service agreement.

6.1(a) Request for Service

Property owners and/or their duly appointed agents shall make requests for water and sewer service in writing to the local government designated as the primary service provider as shown on the water and sewer delivery map attached hereto.

Commitment of Service: Depending on the scope and complexity of water and/or sewer service requested, the primary service provider will determine if it is willing and able to provide the service. The primary provider may require that the property owner enter into a water and sewer agreement for utility service that requires the property owner to pay for the required infrastructure in order to provide the requested level of service. If the primary local government provider does not respond in writing within ninety (90) days plus one day from the property owner's written request, or if the request is denied, then the property owner may make a request in writing upon the neighboring local government provider, provided that the request has the exact same terms and requirements as the request made to the primary service provider. However, the property owner and the primary local government provider can mutually agree to extend the 90-day period. The commitment of service shall include a approximate date upon which the local government will be able to provide service to the project (ie: "Provision of Service"). The time frame for providing service will depend on the specifics of each project; however, in any event, if a service provider cannot or will not commit to being able to provide service within one year's time from the date of request, property owners and/or their duly appointed agents may request services from a neighboring local government. However, if the design, bidding, and construction of the necessary infrastructure required for the project requires longer than a one year period to be completed, then in that event, the one year period will be extended by the amount of time required to complete the construction project. However, construction must begin within the one year period for the extension to be valid.

Requests to neighboring local governments: All request must be exactly the same in all respects as the request made to the primary service providers. The neighboring local government whose infrastructure is closest to the property will be the next entity to whom a request can be made, and the time frames referenced above shall begin with the secondary provider. Any request to a neighboring local government shall be of the same scope as that of the request to the primary service provider. Any neighboring local government receiving a request shall notify the primary service provider by supplying them with a complete copy of the request. After the expiration of the time parameters noted herein, if none of the neighboring local governments are willing and able to commit to provide the requested service(s) within one year of the request for service, or contractually agree to terms otherwise, then the project may be served by a private service provider.

Contractual Agreements: At any point during this process, a local government entity and the project may agree to terms and conditions of service that extend the timelines included herein. No party to this agreement shall be required to begin design or construction of any water or sewer extension unless the developer has (1) contractually bound itself to pay all costs of construction, capital cost recovery fees, impact fees, tap-in fees, or other fees established by ordinance of the service provider, by whatever name, and (2) provided such consideration or collateral to secure its obligation as the service provider may require.

- 6.2 Municipalities shall not arbitrarily discriminate against a developer in the unincorporated area of its service area as to rates or fees, nor as to its determination of the consideration or security necessary to secure the developer's obligation to pay such rates or fees.

In the event either government provides service within the service area of the other by virtue of this Section 6.1(a), then the service delivery strategy is revised to reflect that service change.

The notices provided for in this Section 6.1(a) shall be by certified mail, return receipt requested, or by personal delivery, and shall be provided to the following: as to a City: to the Mayor, City Manager, and City Attorney and as to the County: to the Chairman of the Board, County Manager, and County Attorney.

cities

- 7.1 **Fire protection.** The county will provide for fire protection services in the unincorporated areas and the city's will provide for fire protection service in the incorporated areas. The parties have entered into and approved an intergovernmental agreement for the provision of contractual fire protection service, for areas of service responsibilities. The intergovernmental agreements approved between parties include a service delivery area map assigning certain fire response areas to each party. During the term of such intergovernmental agreement, each party shall provide fire protection service to its respective fire response areas, and participate in mutual aid with the other parties for operation in other fire response areas.

THIRD-PARTY ENTITIES PROVIDING COUNTY-WIDE SERVICES

- 8.1 **Economic development.** The Effingham County Industrial Development Authority will continue to provide county-wide economic development service, and will be funded by the statutory millage rate levied on all county residents (unincorporated and incorporated) as required by local constitutional amendment. The cities will continue to provide for economic development within the incorporated limits.
- 9.1 **Hospital.** The Effingham County Hospital Authority will continue to provide county-wide public hospital service, and will be funded through the millage rate levied on all county residents (unincorporated and incorporated) as required by the Georgia Hospital Authorities Law.

REVENUE ALLOCATION TEMPLATE

- 10.1 The spreadsheet attached hereto and previously referred to as Exhibit 1 shall serve as a template for the allocation of currently available County revenue sources with regard to the funding of County services identified herein and the record of how millage differentials were determined for section 4.4(a), 4.4(b), and 4.4 (c) above.

DCA SUBMITTALS

- 11.1. Within fifteen (15) days of the date of entry of this stipulation, the parties agree to submit all required documentation to the Georgia Department of Community Affairs for certification of an updated Service Delivery Strategy for the parties, incorporating the terms of this stipulation and any referenced intergovernmental agreements. This will include any other information required for an updated local government service delivery strategy for Effingham County.

IN WITNESS WHERE OF, the parties have, by and through their duly authorized representatives,
hereunto set their hands and affixed their seals the day and year first below written.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____
Wesley M. Corbitt, Chairman Date

ATTEST: _____
Stephanie D. Johnson, County Clerk [SEAL]

Agreement reviewed and approved
By County Attorney:

THE NEWBERRY LAW FIRM

Lee Newberry

CITY OF RINCON, GEORGIA

By: _____
Ken Lee, Mayor Date

ATTEST: _____
Dulcia King, City Clerk [SEAL]

Agreement reviewed and approved
By City Attorney:

J. RAYMOND DICKEY ATTORNEY AT LAW

J. Raymond Dickey

CITY OF SPRINGFIELD, GEORGIA

By: _____
Barton Alderman, Mayor

Date

ATTEST: _____
Jennifer Smith, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

OLIVER MANER, LLP.

Benjamin M. Perkins

CITY OF GUYTON, GEORIGIA

By: _____
Russ Dean, Mayor

Date

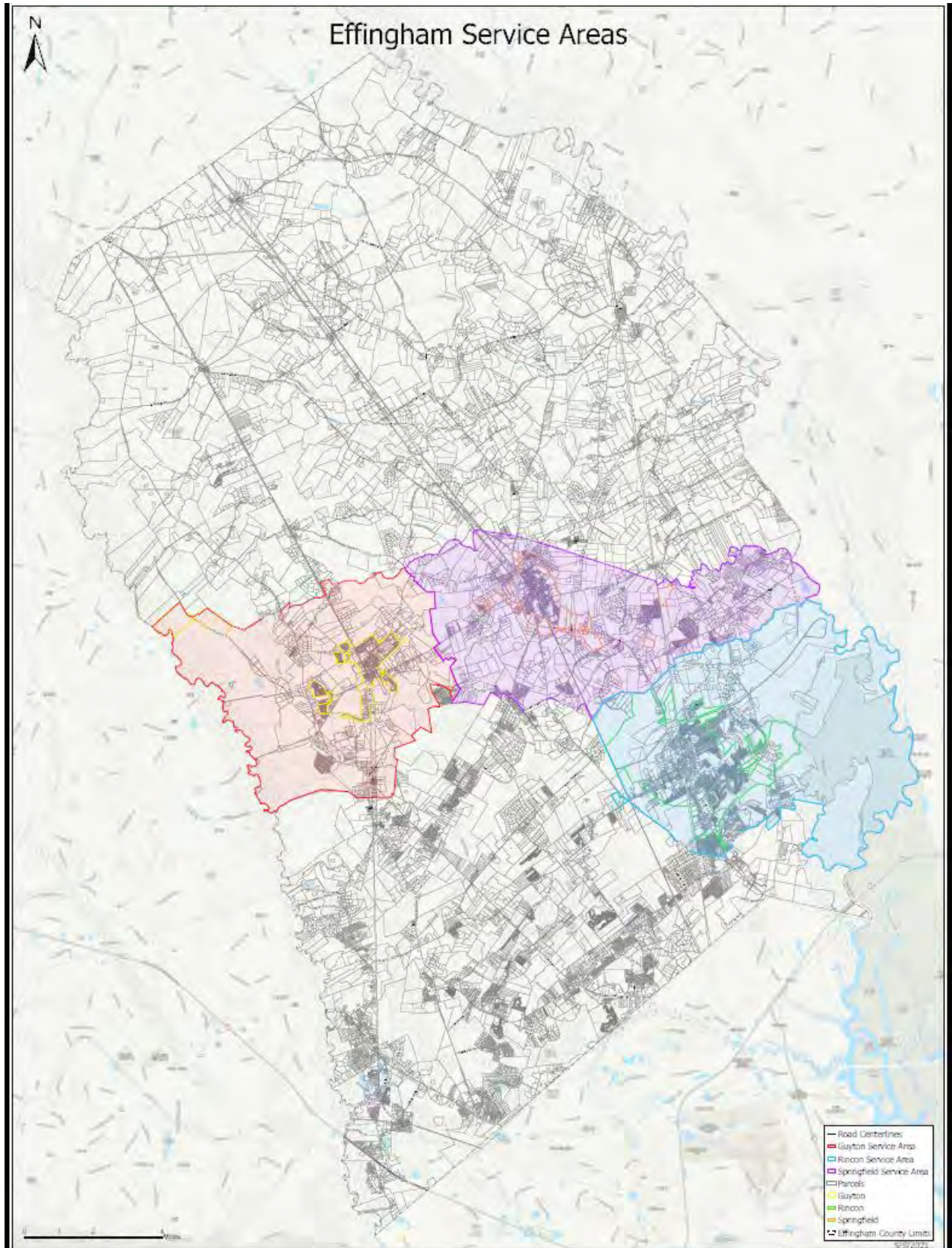
ATTEST: _____
Tina Chadwick, City Clerk

[SEAL]

Agreement reviewed and approved
By City Attorney:

OLIVER MANER, LLP.

Benjamin M. Perkins



Staff Report

Subject: Utility Relocation Agreement with GDOT for Effingham Parkway

Author: Tim Callanan – County Manager

Department: Administration, County Manager

Meeting Date: June 15th, 2021

Item Description: Approval of Utility relocation agreement with GDOT for Effingham Parkway

Summary Recommendation: Staff recommends approval of the utility relocation agreement with GDOT

Executive Summary/Background:

- Under the terms of the PFA with Georgia Department of Transportation, Effingham County is financial responsible for costs associated with utility relocation associated with the construction of Effingham Parkway.
- GDOT will be administering the contract and construction, therefore an agreement is required confirming that Effingham County will reimburse GDOT as the costs occur during construction.

Alternatives for Commission to Consider

1. Approval of Utility Relocation Agreement with GDOT for Effingham Parkway
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: *County Manager, Finance, Purchasing*

Funding Source: SPLOST, TSPLOST

Attachments:

1. GDOT agreement and letter

Georgia Project No.: CSMSL-0006-00(700), Chatham County
G.D.O.T. P.I. No.: 0006700

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Effingham County Board of Commissioners a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to construct a two-lane new location roadway along Effingham Parkway from County Road 156/Blue Jay/Effingham to State Route 30/Chatham in Chatham County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$854,710.75** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 or 0% and the LOCAL AGENCY shall bear \$854,710.75 or 100%.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
COUNTY MANAGER
Chairman
Effingham County Board of Commissioners

SWORN TO AND SUBSCRIBED
BEFORE ME THIS __ DAY
OF _____, 20____.

Notary Public
My commission expires:

Signed on behalf EFFINGHAM COUNTY BOARD OF COMMISSIONERS pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: _____
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: CSMSL-0006-00(700)
COUNTY: Chatham
G.D.O.T. P.I. NO.: 0006700
DATE: October 26, 2020 DW

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

RESOLUTION

STATE OF GEORGIA

EFFINGHAM COUNTY

BE IT RESOLVED by the Chairman and Board of Commissioners of EFFINGHAM COUNTY BOARD OF COMMISSIONERS, and it is hereby resolved, that the foregoing attached Agreement, relative to Project CSMSL-0006-00(700), P.I. No. 0006700, CHATHAM COUNTY to construct a two-lane new location roadway along Effingham Parkway from County Road 156/Blue Jay/Effingham to State Route 30/Chatham in CHATHAM County and that Tim Callanan. as County Manager and Stephanie D. Johnson, as County Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Board of Commissioners of EFFINGHAM COUNTY.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

COUNTY CLERK

BY: _____
COUNTY MANAGER

STATE OF GEORGIA,

EFFINGHAM COUNTY

I _____, as Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Board of Commissioners of EFFINGHAM COUNTY WITNESS my hand and official signature, this the _____ day of _____, 20_____.

BY: _____
COUNTY CLERK

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Solicitation/Contract No./ Call No. or Project Description:	CSMSL-0006-00(700), PI # 0006700, EFFINGHAM COUNTY EFFINGHAM PKWY FM CR 156/BUE JAY/EFFINGHAM TO SR 30/CHATHAM

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

CIA SpreadsheetsTemplate_0006700

October 26, 2020

Honorable Tim Callanan
Effingham County Board of Commissioners
County Manager
601 North Laurel Street
Springfield, Georgia 31329

Subject: **Project No. CSMSL-0006-00(700)**
PI No. 0006700, Chatham County
Contract Item Agreement Undated – Water and Sewer Facilities

Dear Mr. Callanan:

In accordance with your request, the adjustment of water and sewer facilities belonging to the Effingham County Board of Commissioners is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the Effingham County Board of Commissioners will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate including betterment for this work is **\$854,710.75** of which the Department will bear **0% or \$0.00** and the Effingham County Board of Commissioners **will bear 100% or \$854,710.75**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Effingham County Board of Commissioners and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. In this connection, be sure to have a notary public sign the Agreements. Please be certain that the notary public affixes his/her seal alongside their signature. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the Effingham County Board of Commissioners is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the Effingham County Board of Commissioners' Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the Effingham County Board of Commissioners in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will

refund any overpayment or request in writing that the Effingham County Board of Commissioners pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact David Woodcox at 404-347-0605 or by email at dwoodcox@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Patrick Allen, P.E.
State Utilities Administrator

PA: SPJ: MGC: DW

Attachments (Agreement and Estimate)
cc: Rob McCall, P.E., District 5 Engineer
Dallory Rozier, District 5 Utilities Manager
Danah Bonny, Utilities Preconstruction Specialist
Abdulahid Munshi, Utility Coordinator

Staff Report

Subject: Final Plat Revision (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Mike Stewart requests approval of a final plat revision for Lot 74 of Barrister Crossing subdivision.

Summary Recommendation:

Staff have reviewed the final plat revision, and recommend approval.

Executive Summary/Background:

- On June 28, 2005, the final plat for Barrister Crossing lots 59-73, 88-99, and 117-132 was approved.
- Lot 74, which is located next to the retention pond lot, was reserved as a recreation lot. The lot was never developed as a recreation lot.
- The applicant wishes to revise the final plat and making lot 74 a residential lot. He proposes to reduce the size of lot 74, and increase the size of the retention pond lot.
- The lot will be served by a community water system (Middle Georgia Water) and individual septic system.

Alternatives for Commission to Consider

- 1 – Approve the final plat revision for Barrister Crossing lot 74.
- 2 – Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Development Services

Funding Source: No new funding requested.

Attachments:

1. Final plat revision for Barrister Crossing subdivision.
2. Final Plat showing original lot layout.

Staff Report

Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Katlyn Warren** requests a variance to reduce the required **AR-1** side setbacks from 25' to 15' to allow for the replacement of a mobile home. Located at 157 Sandyhill Road, zoned AR-1.

Map# 304B Parcel# 12E

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a variance to reduce the required **AR-1** side setbacks from 25' to 15' to allow for the replacement of a mobile home, with conditions.

Executive Summary/Background

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

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

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

- The applicant wishes to replace an existing (80' X 14') mobile home with a new (68' X 32') mobile home.
- The lot is 98' wide. The AR-1 side setback requirement is 25', which would allow 48' for a dwelling unit. The proposed new mobile home is 68' wide. If placed parallel to the road, the side setbacks will be 15'.
- The mobile home can be placed differently to meet the side setback requirements. However, all other mobile homes on Sandyhill Road are placed parallel to the road.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to reduce the required **AR-1** side setbacks from 25' to 15', with the following conditions:
 - Applicant shall obtain a building permit for the mobile home.
 - The mobile home shall meet the 50' front setback requirement of the AR-1 zoning district.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. Approve request for a variance to reduce required AR-1 setbacks from 25' to 15', with the following conditions:

- Applicant shall obtain a building permit for the mobile home.
- The mobile home shall meet the 50' front setback requirement of the AR-1 zoning district.

2. Deny the request to reduce the required AR-1 setbacks from 25' to 15'.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

- Variance Application
- Owner Certificate

Other Alternative: 2

FUNDING: N/A

- Site Plans
- Aerial Photography



EFFINGHAM COUNTY

APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 4-7-21

APPLICANT/AGENT NAME Thatlyn Warren

APPLICANT/AGENT EMAIL: thatlyn.warren@gmail.com

APPLICANT/AGENT PHONE #: 912-239-0664

PROPERTY OWNER(s): Thatlyn Warren

PROPERTY OWNER PHONE #: 912-239-0664 EMAIL

MAILING ADDRESS 157 Sandhill Rd Bloomingdale GA

PROPERTY LOCATION Effingham / Oldriver Rd

PHONE # EMAIL ADDRESS

MAP # 304B PARCEL # 12E

ZONING AR1 ACREAGE .56

NAME OF DEVELOPMENT (IF APPLICABLE)

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE /
CONDITIONAL USE IS REQUESTED

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE
side set backs i need 15' instead of
25' to ~~replace~~ Replace an existing home

EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

to Replace existing mobile home
and not have to Rotate sideways

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

- ☒ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCIBLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.
- ☒ OWNERSHIP CERTIFICATE
- ☒ FILING FEE - \$200.00
- ☐ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN Alison Carr DATE 4-7-21

*****Please include a copy of the plat identifying existing structures and imply future structures*****

OFFICIAL USE ONLY

DATE RECEIVED _____ TIME _____ ACCEPTED BY _____

DATE APPROVED BY COUNTY COMMISSIONERS _____

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

12/15/2015, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 51 page 286.

Owner's signature Nathan Cum

Owner's signature _____ (if applicable)

Owner's signature _____ (if applicable)

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,
conditional use, or rezoning of my property.

Name of Applicant/Agent: _____

Address: _____

Telephone #: _____ email: _____

Personally appeared before me _____
who swears that the information contained in this authorization is true and correct to the best
of his/her knowledge and belief.

Notary: _____ Seal

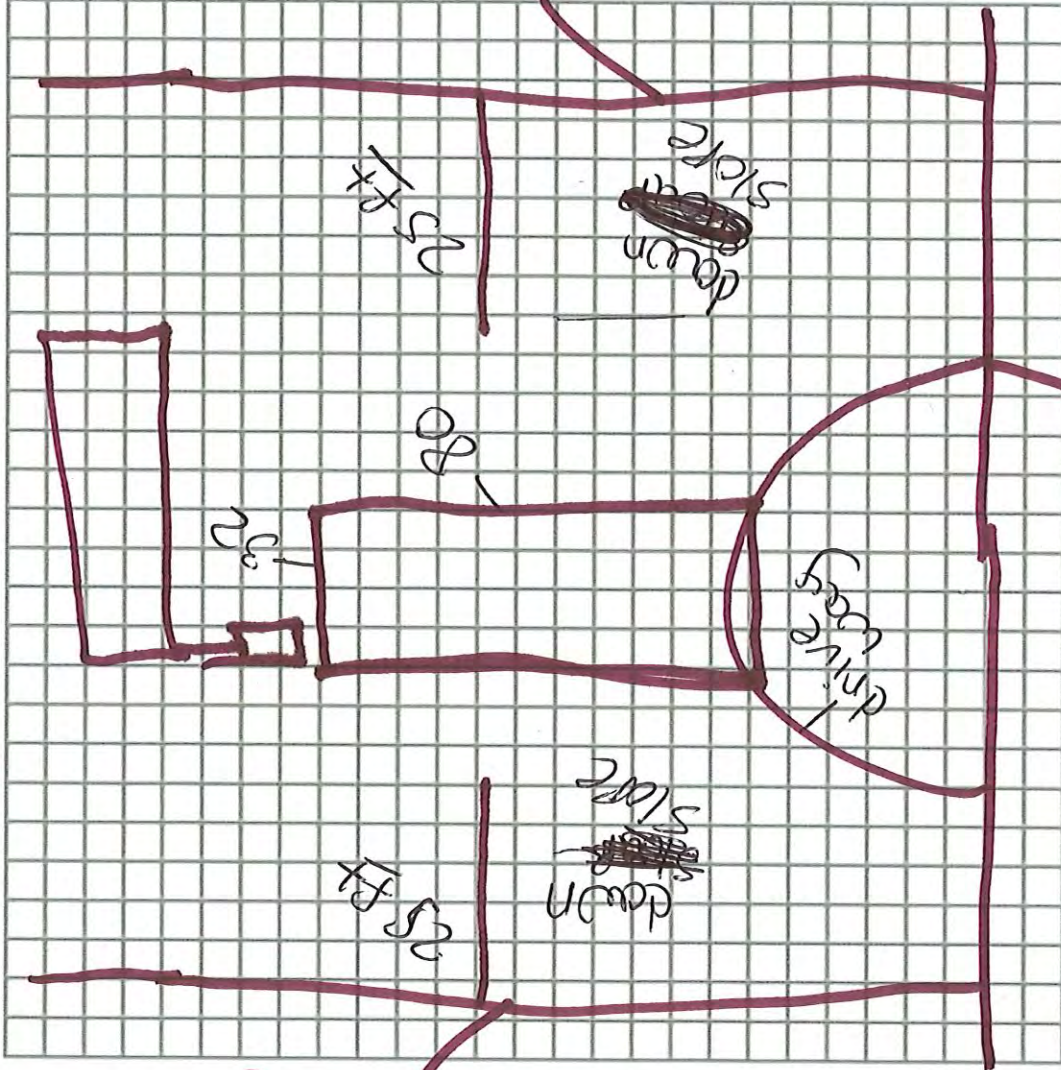
Date: _____

Site plan if not for variance!!

Long property

Road

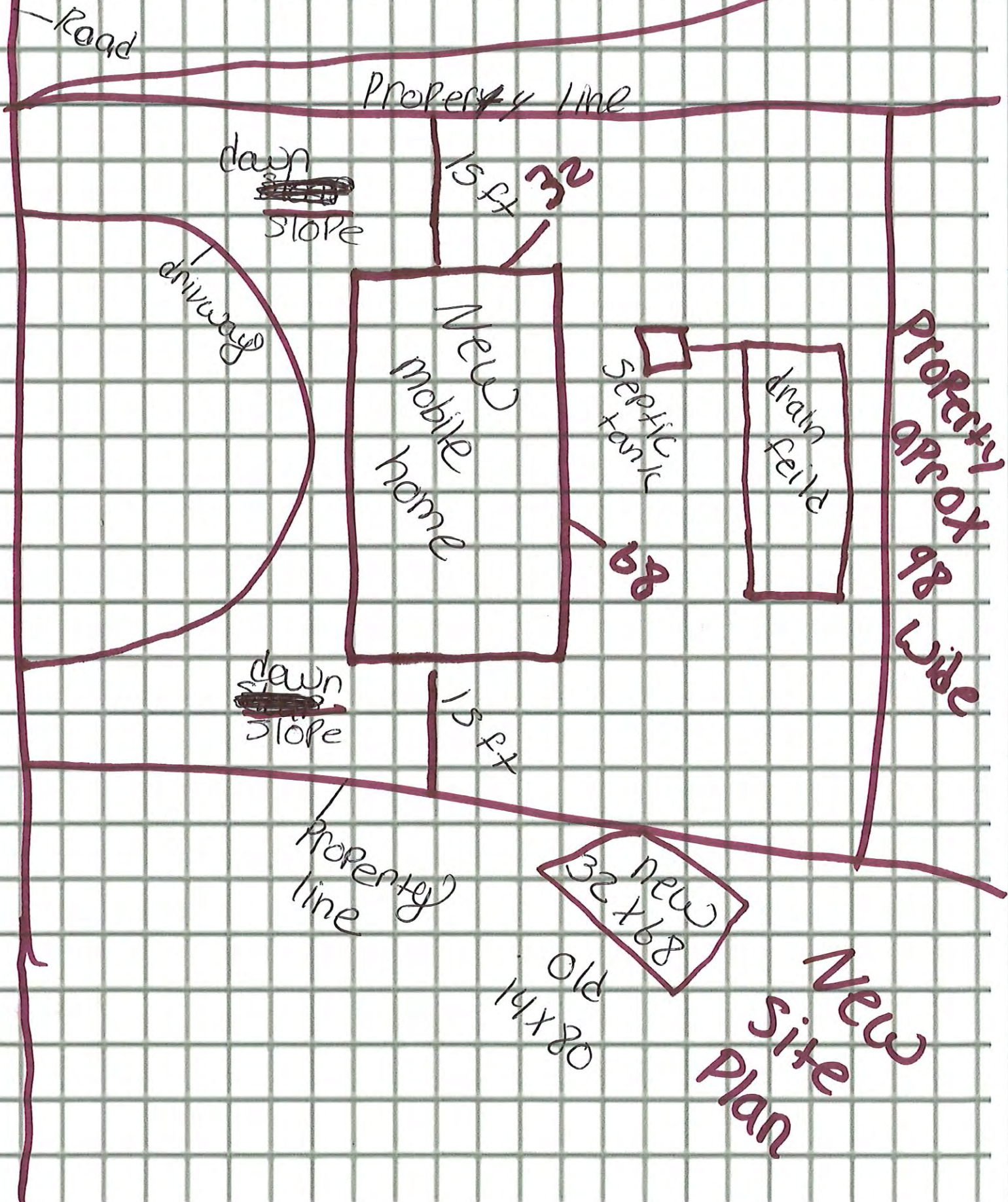
approx 98 ft wide

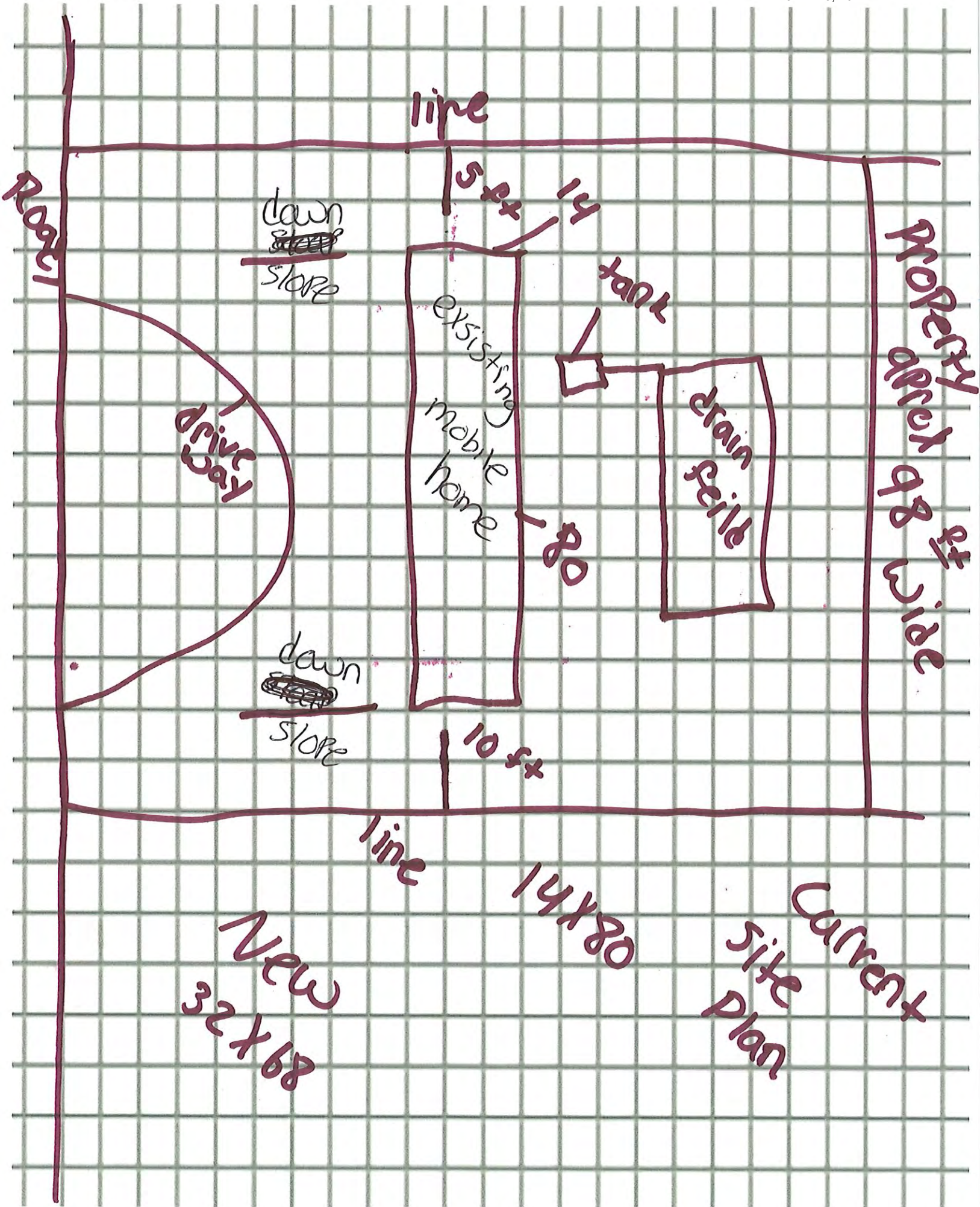


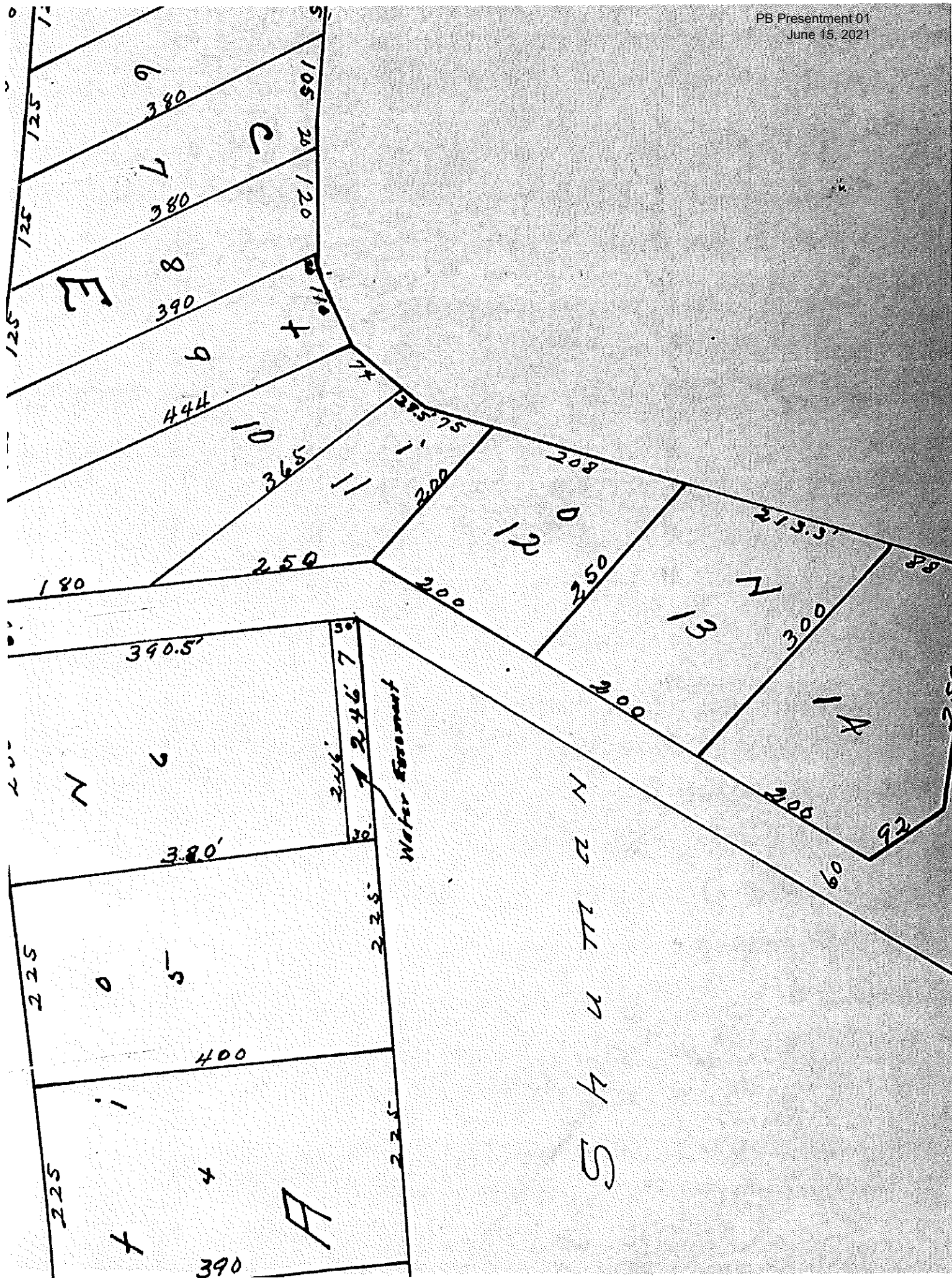
Property line

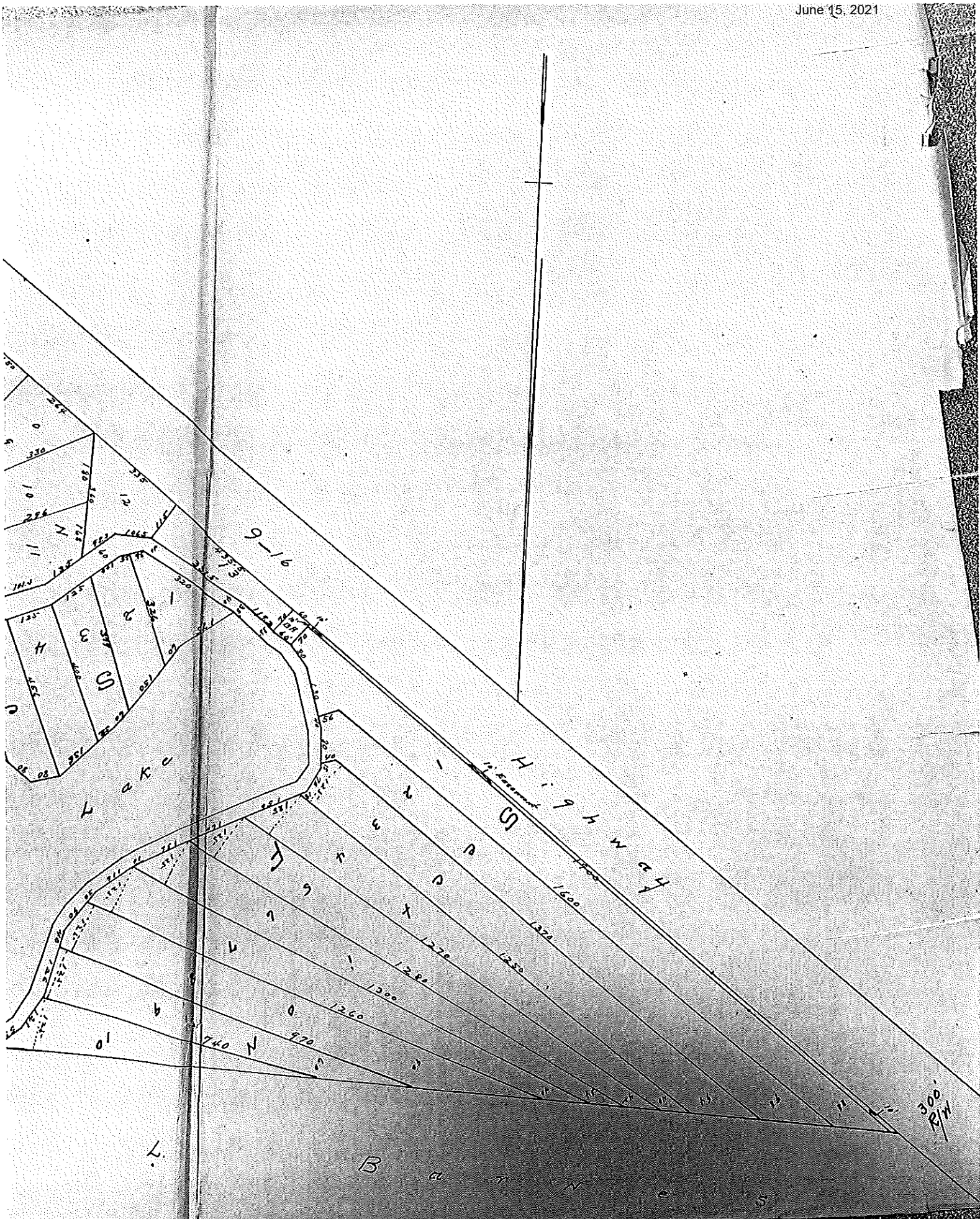
pngtree.com



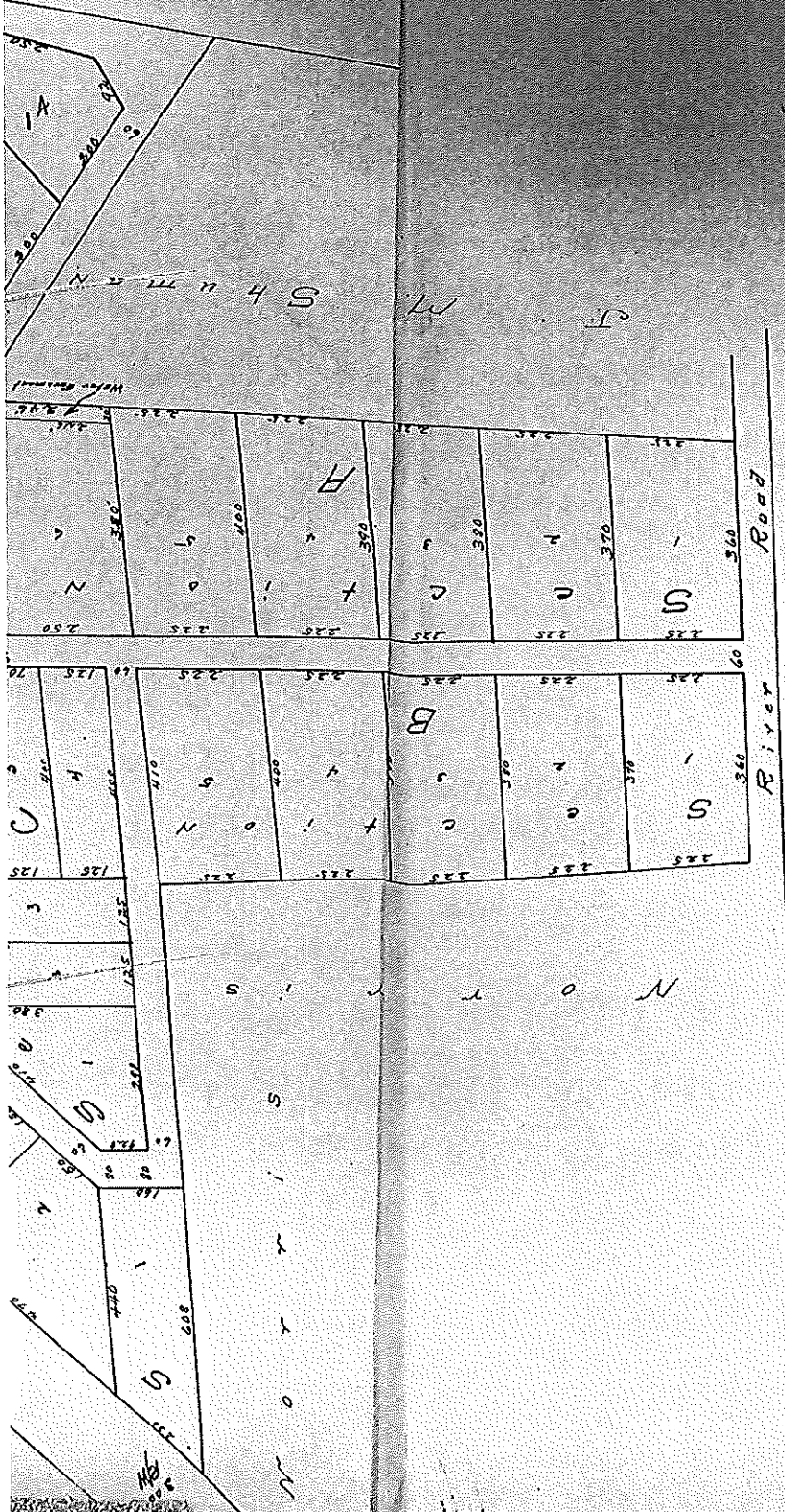












State of Georgia
 Effingham Co.

Plat of

A Completed ~~proposed~~ plan of a subdivision
 as shown in 1889th G. M. District
 near Meldrim Ga.
 Done for and by direction of
 Nathan Portman.

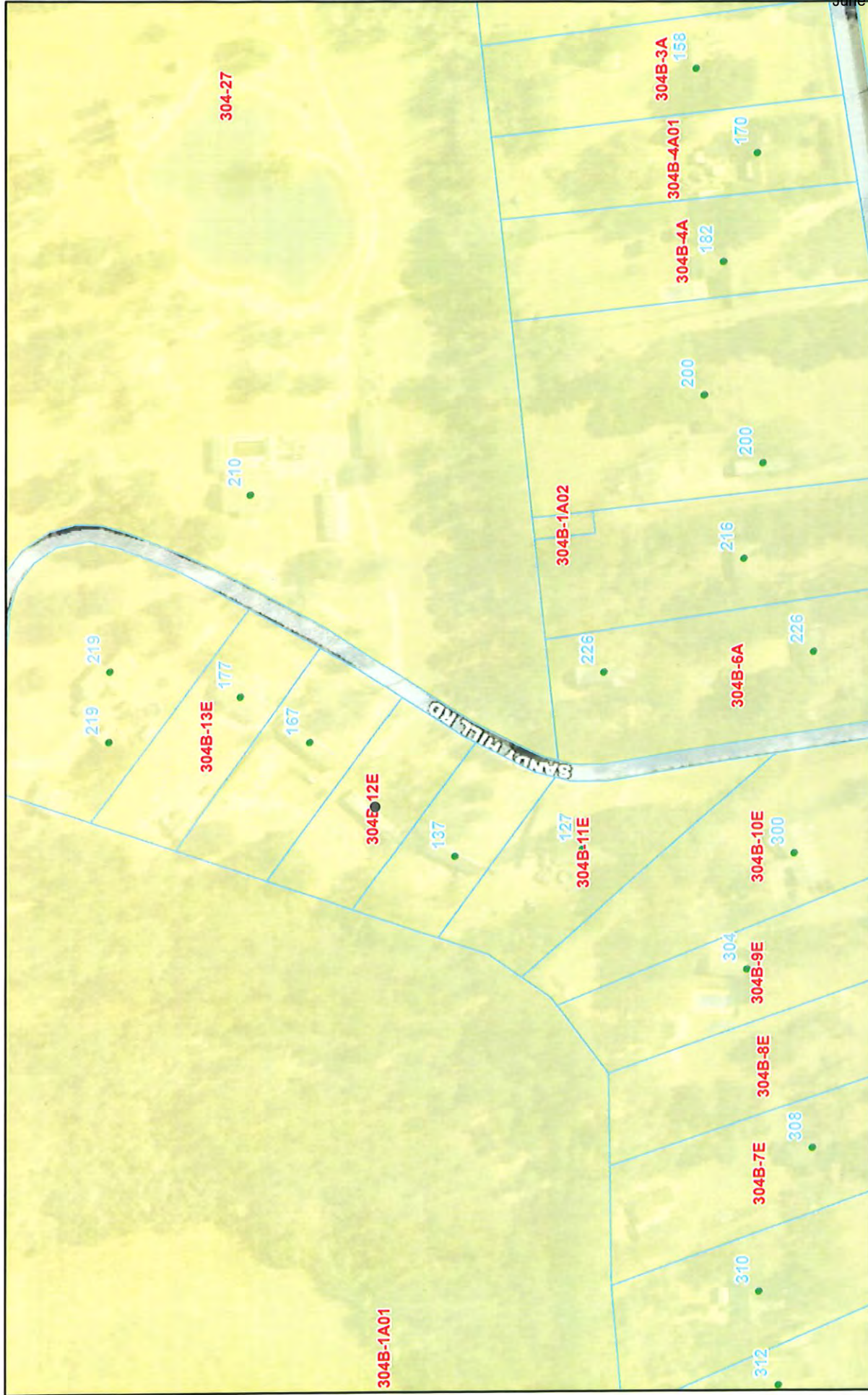
May 8, 1969

Scale 200 Ft. = 1 Inch

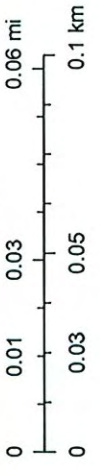
"Meldrim Lake Acres"
 Plat Book 5, Pg. 7

Paul Watkins
 County Surveyor
 Paul Watkins

157 Sandyhill Road



1:2,257



4/15/2021, 8:51:54 AM

- EffinghamCountyZoneClass CountyBoundary_2K Freeway Major Arterial Image Red: Red Green: Green
- AR-1 Road Centerlines_2K Highway Minor Arterial Railroad_2K Local Collector
- County County

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Katlyn Warren** requests a variance to reduce the required **AR-1** side setbacks from 25' to 15' to allow for the replacement of a mobile home. Located at 157 Sandyhill Road, zoned AR-1.

Map# 304B Parcel# 12E

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a variance to reduce the required **AR-1** side setbacks from 25' to 15' to allow for the replacement of a mobile home, with conditions.

Executive Summary/Background

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

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

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

- The applicant wishes to replace an existing (80' X 14') mobile home with a new (68' X 32') mobile home.
- The lot is 98' wide. The AR-1 side setback requirement is 25', which would allow 48' for a dwelling unit. The proposed new mobile home is 68' wide. If placed parallel to the road, the side setbacks will be 15'.
- The mobile home can be placed differently to meet the side setback requirements. However, all other mobile homes on Sandyhill Road are placed parallel to the road.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to reduce the required **AR-1** side setbacks from 25' to 15', with the following conditions:
 - Applicant shall obtain a building permit for the mobile home.
 - The mobile home shall meet the 50' front setback requirement of the AR-1 zoning district.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. Approve request for a variance to reduce required AR-1 setbacks from 25' to 15', with the following conditions:

- Applicant shall obtain a building permit for the mobile home.
- The mobile home shall meet the 50' front setback requirement of the AR-1 zoning district.

2. Deny the request to reduce the required AR-1 setbacks from 25' to 15'.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map amendment

Other Alternative: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
304B-12E

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
304B-12E

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, KATLYN WARREN has filed an application for a variance to reduce a required side setback to 15'; map and parcel number 304B-12E, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a variance to reduce a required side setback to 15'; map and parcel number 304B-12E, located in the 1st commissioner district is approved, with the following conditions:

1. Applicant shall obtain a building permit for the mobile home.
2. The mobile home shall meet the 50' front setback requirement of the AR-1 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

Staff Report

Subject: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Kent Elmore** as agent for **Millen Timber Company** requests a **variance** from the required 800' block length, for Meadows at Midland. Located on Midland Road, zoned AR-2.

Map# 324 Parcel# 115B

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to reduce the required 800' block length for Meadows at Midland.

Executive Summary/Background

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

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

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

- Pursuant to section 7.3.1 Lengths Block lengths shall not exceed **800'** nor be less than 400', and section 7.1.11 Cul de Sac A minor street not to extend more than **800'** in length and provided with a turnaround.
- After Sketch Plan approval, staff provided a Notice to Proceed, which detailed all ordinance requirements. Staff also met with the applicant to discuss the requirements.
- There are no physical circumstances that prevent the applicant from meeting the ordinance requirements. The 20-acre tract can be developed with 25 lots on a cul de sac as proposed, and also meet the county ordinance requirements.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **deny** the request to reduce the required 800' block length for Meadows at Midland.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

- Approve** request to reduce the required 800' block length for Meadows at Midland.
- Deny** request to reduce the required 800' block length for Meadows at Midland.

Recommended Alternative: 2

Other Alternative: 1

Department Review: Development Services
Attachments: 1. Variance application
2. Ownership Certificate
3. Notice to Proceed

FUNDING: N/A
4. Site plan
5. Aerial photograph



EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 4/5/2021

APPLICANT/AGENT NAME Kent Elmore

APPLICANT/AGENT EMAIL: palmetto.construction.group@gmail.com

APPLICANT/AGENT PHONE #: 912-547-4703

PROPERTY OWNER(s): Millen Timber Company

PROPERTY OWNER PHONE #: 912-455-9972 **EMAIL**

MAILING ADDRESS 882 Progress Place Millen, GA 30442

PROPERTY LOCATION 1080 Midland Rd

PHONE # 912-547-4703

EMAIL ADDRESS palmetto.construction.group@gmail.com

MAP # 03240015B

PARCEL # 115B

ZONING AR-1

ACREAGE 25

NAME OF DEVELOPMENT (IF APPLICABLE)

Meadows at Midland

**SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE /
CONDITIONAL USE IS REQUESTED**

Section 7.3 - Block Length

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

Due to existing site constraints, the project is requesting a variance from the required 800' block length such that

connection to the adjoining parcels may be provided at 1,280'+/-.

EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

The wetlands and poor soils that run the length of the southern property line prevent connection to the surrounding 50+/- acre tract at the 800' mark. The same parcel can be connected to @ 1280'+/- without impacts to the wetlands

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

- ☐ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCABLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.
- ☐ OWNERSHIP CERTIFICATE
- ☐ FILING FEE - \$200.00
- ☐ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN

DATE

4/19/21

Please include a copy of the plat identifying existing structures and imply future structures

OFFICIAL USE ONLY

DATE RECEIVED _____ TIME _____ ACCEPTED BY _____

DATE APPROVED BY COUNTY COMMISSIONERS _____

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

8/28/20, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2619 page 673.

Owner's signature

[Signature]

Owner's signature _____ (if applicable)

Owner's signature _____ (if applicable)

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,
conditional use, or rezoning of my property.

Name of Applicant/Agent: KENT ELMORE

Address: PO Box 272, PINCON, GA 31326

Telephone #: (912) 547 4703

email: palmetto.construction@gmail.com

Personally appeared before me _____
who swears that the information contained in this authorization is true and correct to the best
of his/her knowledge and belief.

Notary: [Signature]

Date: 4/19/21



DOC# 008876
FILED IN OFFICE
9/1/2020 09:10 AM
BK:2619 PG:673-673
JASON E. BRADG
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

PF01 051-2020-002442

After recording return to:
The Raichford Firm
P.O. Box 1039, Springfield, GA 31329

20-467

STATE OF GEORGIA

COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of August, 2020, between MILLEN TIMBER COMPANY, a Georgia Corporation organized and existing in the State of Georgia, as Party of the first part, hereinafter called Grantor, and FEEDLOT FARMS, (INC.), a corporation organized and existing in the State of Georgia, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee, its successors and/or assigns, all of his/her right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 25.00 acres, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated July 7, 2020, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, page 877, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Weyerhaeuser Company to Millen Timber Company as evidenced by that certain Limited Warranty Deed dated January 17, 2018, and recorded in Deed Book 2447, page 620, aforesaid records; and a portion of that property conveyed by Feedlot Farms, (Inc.) to Millen Timber Company as evidenced by that certain Quitclaim Deed dated August 10, 2020, recorded in Deed Book 2614, page 451, aforesaid records.

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has signed and sealed this deed, the day and year first above written.

MILLEN TIMBER COMPANY

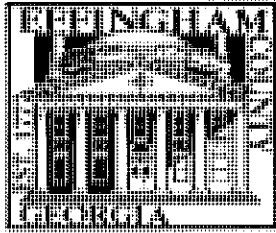
BY: [Signature]

ATTEST: _____

Signed this 28th day of August, 2020
in the presence of:

[Signature]
WITNESS
Catherine J. Jones
NOTARY PUBLIC





Effingham County Development Services

601 North Laurel Street
Springfield, Georgia 31329
Phone: (912) 754-2105
Fax: (912) 754-2107

February 26, 2021

Kent Elmore
Millen Timber Company
P.O. Box 272
Rincon, GA 31326

Mr. Elmore:

At the regular meeting of the Effingham County Board of Commissioners on February 16, 2021, the Board approved your Sketch Plan for a 25-lot subdivision at 1080 Midland Road (**Map # 324 Parcel #115B**).

Sketch Plan Review:

A pre-application meeting with Development Services staff is encouraged, to discuss the procedure for approval and the requirements as to general layout of streets, required improvements, and other relevant issues.

The Meadows at Midland Sketch Plan complies with the general requirements for zoning. The Board of Commissioners approval is conditional on the subsequent site development plan meeting all requirements. This Notice to Proceed includes recommended changes be incorporated into the Preliminary Plan.

The following recommendation are provided:

1. Pave the cul de sac and turnaround area, and provide a maintenance easement from the property owner. Design the cul de sac according to *Section 7.1.8 Reserved strips and Street plugs* and *Section 7.1.11 Cul-de-Sac*, and limit street length to 800 feet or less. This will require a redesign of the subdivision to provide a stub street to the southeast in addition to the stub currently shown to the southwest.
2. Clarify whether the turnaround is temporary or permanent infrastructure. Permanent infrastructure must be in a right of way. Design the road to meet the specifications of the Standard Construction Detail (attached).
3. Note that manhole tops must be at or above the 100 year storm elevation, and Infrastructure cannot be located in the floodplain or in the wetlands.
4. Design the subdivision to comply with Appendix B – Subdivision Regulations, including Article VI – Required Improvements (e.g., sidewalks and streetlights).

5. Design site development plans to comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual, and include a downstream analysis and CSS information in the hydrology report. In addition, clarify how the drainage easement will be accessed, and how the street drainage system is going to work. The street must meet the minimum design standards.
6. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

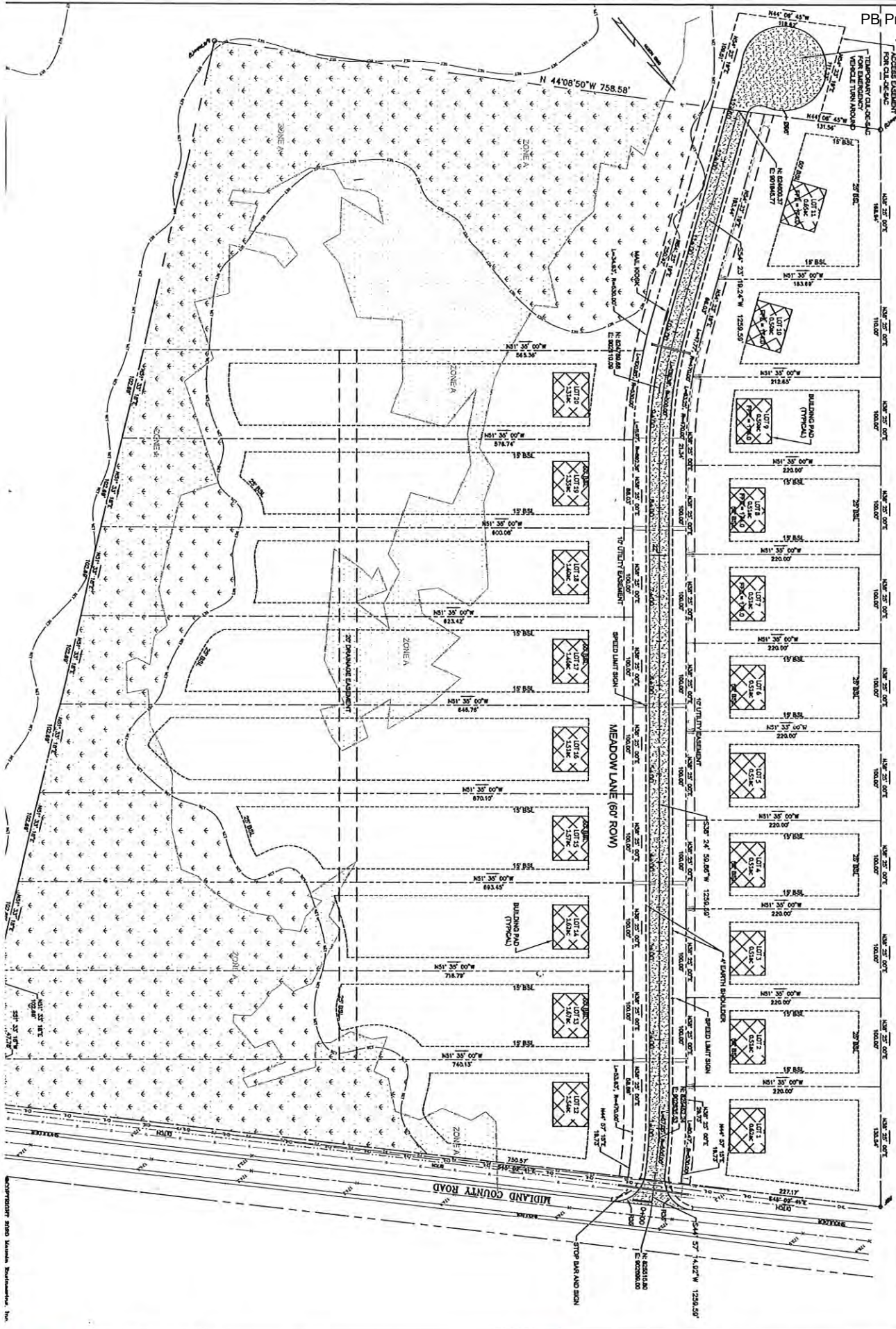
Pursuant to *Section 4.2, Review Procedure*, you have one year from the date that the sketch plan is approved by the Board of Commissioners to submit a preliminary plan, after which time a new sketch plan must be submitted for approval.

If you have any questions, feel free to give me a call.

Thank you,




Teresa Concannon, AICP
Planning & Zoning Manager
tconcannon@effinghamcounty.org



STAKING PLAN

MEADOWS AT MIDLAND



MAUPIN
engineering

114 WEST 42ND STREET
SAVANNAH, GA 31401

OFFICE PHONE (912) 235-2915
GEOGRAPHIC INFORMATION SYSTEMS

REVISIONS

NO.	DATE	DESCRIPTION

PERMITTING

DRONE JAN 2020

COPY JAN 2021

SCALE

1" = 100'

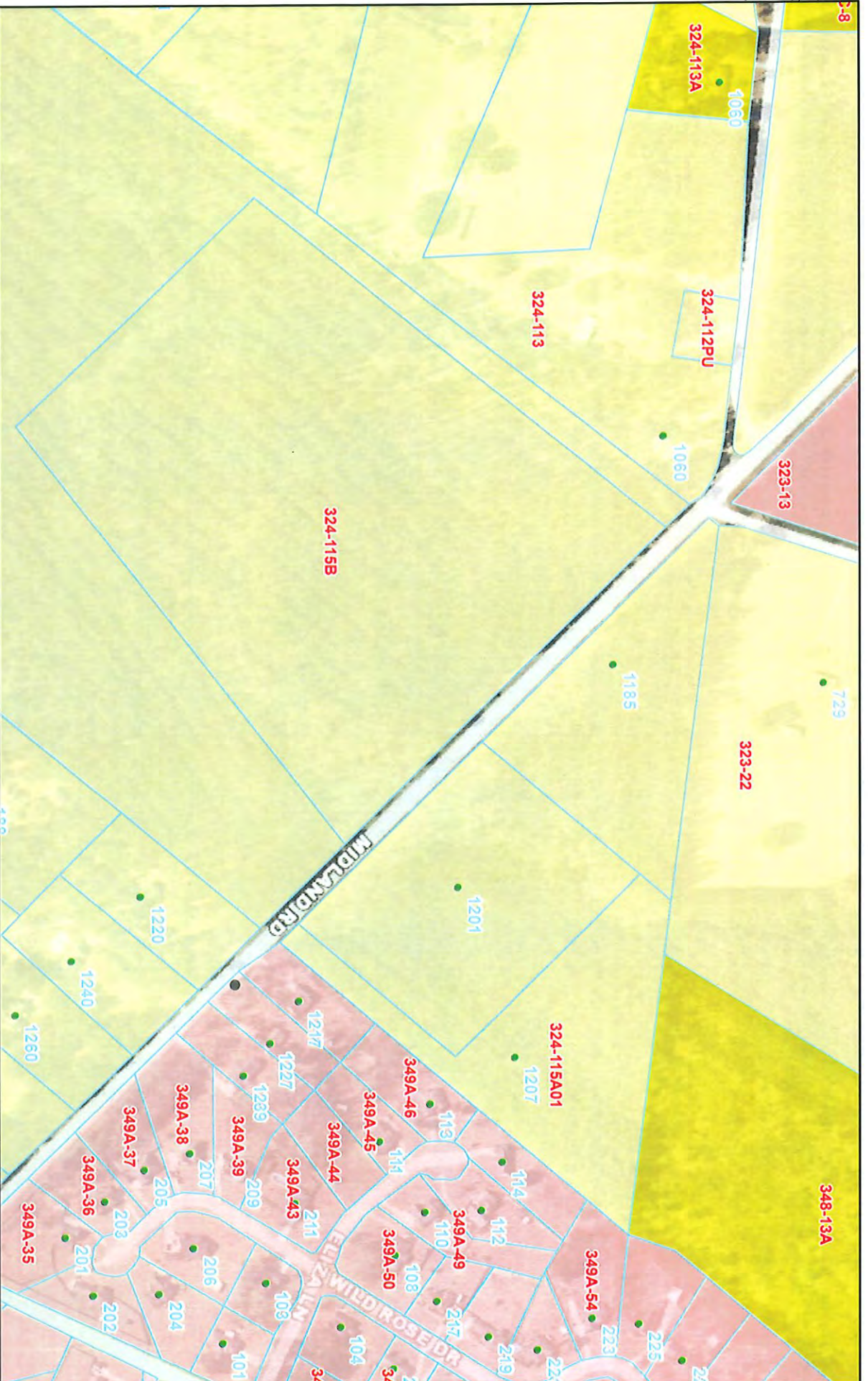
DATE

1/20/21



"Meadows at Midland"

PB Presentment 03
June 15, 2021



4/20/2021, 1:18:31 PM

EffinghamCountyZoneClass

AR-1
AR-2

R-1
County
CountyBoundary_4K

Collector
Freeway

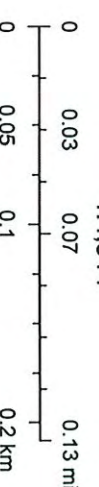
Highway
Local
Major Arterial

Minor Arterial Image

Railroad_4K
Red: Red
Green: Green

Esri, Inc. City of Naperville, Illinois, Maxar

1:4,514



Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Kent Elmore as agent for Millen Timber Company requests a **variance** from the required 800' block length, for Meadows at Midland. Located on Midland Road, zoned AR-2.

Map# 324 Parcel# 115B

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to reduce the required 800' block length for Meadows at Midland.

Executive Summary/Background

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

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

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

- Pursuant to section 7.3.1 Lengths Block lengths shall not exceed **800'** nor be less than 400', and section 7.1.11 Cul de Sac A minor street not to extend more than **800'** in length and provided with a turnaround.
- After Sketch Plan approval, staff provided a Notice to Proceed, which detailed all ordinance requirements. Staff also met with the applicant to discuss the requirements.
- There are no physical circumstances that prevent the applicant from meeting the ordinance requirements. The 20-acre tract can be developed with 25 lots on a cul de sac as proposed, and also meet the county ordinance requirements.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **deny** the request to reduce the required 800' block length for Meadows at Midland.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

- Approve** request to reduce the required 800' block length for Meadows at Midland.
- Deny** request to reduce the required 800' block length for Meadows at Midland.

Recommended Alternative: 2

Other Alternative: 1

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
324-115B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
324-115B

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, KENT ELMORE has filed an application for a variance from Section 7.3.1 and Section 7.1.11, to allow a street block length in excess of 800'; map and parcel number 324-115B, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a variance from Section 7.3.1 and Section 7.1.11, to allow a street block length in excess of 800'; map and parcel number 324-115B, located in the 1st commissioner district is approved.

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: Variance (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Kent Elmore** as agent for **Millen Timber Company** requests a **variance** to eliminate the sidewalk requirement for Meadows at Midland. Located on Midland Road, zoned AR-2.

Map# 324 Parcel# 115B

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to eliminate the sidewalk requirement for Meadows at Midland.

Executive Summary/Background

- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Pursuant to *Section 6.1 Number of lots vs. improvement standards*, major subdivisions must include sidewalks, as well as other amenities such as paved streets, street signs, community water supply, and appropriate sewerage system.
- After Sketch Plan approval, staff provided a Notice to Proceed, which detailed all ordinance requirements. Staff also met with the applicant to discuss the requirements.
- There are no physical circumstances that prevent the applicant from meeting the ordinance requirements. The 20-acre tract can be developed with 25 lots as proposed, and also meet the county ordinance requirements.
- The proposed 22' wide street will have two lanes, and no parking, pursuant to *section 7.1.13 Street Right of Way Widths, Roadway Widths, Pavement Thickness*. The street will serve 25 home sites. Sidewalks are necessary for the safety of pedestrians.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **deny** the request to eliminate the sidewalk requirement for Meadows at Midland.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

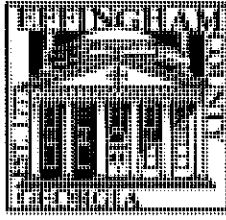
- Approve** the request to eliminate the sidewalk requirement for Meadows at Midland.
- Deny** the request to eliminate the sidewalk requirement for Meadows at Midland.

Recommended Alternative: 2

Department Review: Development Services
Attachments:
1. Variance application
2. Ownership Certificate
3. Notice to Proceed

Other Alternative: 1

FUNDING: N/A
4. Site plan
5. Aerial photograph



EFFINGHAM COUNTY

APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 4/5/2021

APPLICANT/AGENT NAME Kent Elmore

APPLICANT/AGENT EMAIL: palmetto.construction.group@gmail.com

APPLICANT/AGENT PHONE #: 912-547-4703

PROPERTY OWNER(s): Millen Timber Company

PROPERTY OWNER PHONE #: 912 425 9972 **EMAIL**

MAILING ADDRESS 882 Progress Place Millen, GA 30442

PROPERTY LOCATION 1080 Midland Rd

PHONE # **EMAIL ADDRESS**

MAP # 03240015B

PARCEL #

ZONING AR-1✓

ACREAGE 25

NAME OF DEVELOPMENT (IF APPLICABLE)

Meadows at Midland

**SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE /
CONDITIONAL USE IS REQUESTED**

Section 6.1 Sidewalk

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

Section 6.1 - Major Subdivisions - Sidewalks (Requirement may be waived by the county commission)


EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

Due to the limited size of the subdivision (20 lots) and the rural road section with roadside ditching, we are requesting the requirement for sidewalks be waived.

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

- ☐ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCIBLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.
- ☐ OWNERSHIP CERTIFICATE
- ☐ FILING FEE - \$200.00
- ☐ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN

 **DATE** 4/19/21
H. White - applicant

****Please include a copy of the plat identifying existing structures and imply future structures****

OFFICIAL USE ONLY

DATE RECEIVED _____ TIME _____ ACCEPTED BY _____

DATE APPROVED BY COUNTY COMMISSIONERS _____

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed
Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

8/28/20, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2619 page 673.

Owner's signature

[Handwritten Signature]

Owner's signature _____ (if applicable)

Owner's signature _____ (if applicable)

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,
conditional use, or rezoning of my property.

Name of Applicant/Agent: KENT ELMORE

Address: PO Box 272, LINCOLN, GA 31326

Telephone #: 912 547-4703 email: paluette.construction@gmail.com

Personally appeared before me Kent Elmore
who swears that the information contained in this authorization is true and correct to the best
of his/her knowledge and belief.

Notary: *[Handwritten Signature]*

Date: 4/19/21



DOC# 008876
FILED IN OFFICE
9/1/2020 09:10 AM
BK12619 PG1673-673
JASON E. BRAGG
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

PF61 051-2020-002442

After recording return to:
The Reichford Firm
P.O. Box 1039, Springfield, GA 31329

20-467

STATE OF GEORGIA)

COUNTY OF EFFINGHAM)

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of August, 2020, between MILLEN TIMBER COMPANY, a Georgia Corporation organized and existing in the State of Georgia, as Party of the first part, hereinafter called Grantor, and FEEDLOT FARMS, (INC.), a corporation organized and existing in the State of Georgia, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee, its successors and/or assigns, all of his/her right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, containing 25.00 acres, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, R.L.S. #1953, dated July 7, 2020, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, page 877, which is incorporated into this description by specific reference thereto.

This being a portion of the property conveyed by Weyerhaeuser Company to Millen Timber Company as evidenced by that certain Limited Warranty Deed dated January 17, 2018, and recorded in Deed Book 2447, page 620, aforesaid records; and a portion of that property conveyed by Feedlot Farms, (Inc.) to Millen Timber Company as evidenced by that certain Quitclaim Deed dated August 10, 2020, recorded in Deed Book 2614, page 451, aforesaid records.

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has signed and sealed this deed, the day and year first above written.

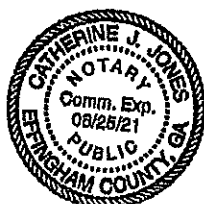
MILLEN TIMBER COMPANY

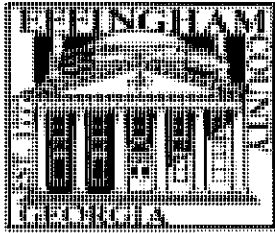
BY: [Signature]

ATTBST: _____

Signed this 28th day of August, 2020
in the presence of:

[Signature]
WITNESS
Catherine J. Jones
NOTARY PUBLIC





Effingham County Development Services

601 North Laurel Street
Springfield, Georgia 31329
Phone: (912) 754-2105
Fax: (912) 754-2107

February 26, 2021

Kent Elmore
Millen Timber Company
P.O. Box 272
Rincon, GA 31326

Mr. Elmore:

At the regular meeting of the Effingham County Board of Commissioners on February 16, 2021, the Board approved your Sketch Plan for a 25-lot subdivision at 1080 Midland Road (**Map # 324 Parcel #115B**).

Sketch Plan Review:

A pre-application meeting with Development Services staff is encouraged, to discuss the procedure for approval and the requirements as to general layout of streets, required improvements, and other relevant issues.

The Meadows at Midland Sketch Plan complies with the general requirements for zoning. The Board of Commissioners approval is conditional on the subsequent site development plan meeting all requirements. This Notice to Proceed includes recommended changes be incorporated into the Preliminary Plan.

The following recommendation are provided:

1. Pave the cul de sac and turnaround area, and provide a maintenance easement from the property owner. Design the cul de sac according to *Section 7.1.8 Reserved strips and Street plugs* and *Section 7.1.11 Cul-de-Sac*, and limit street length to 800 feet or less. This will require a redesign of the subdivision to provide a stub street to the southeast in addition to the stub currently shown to the southwest.
2. Clarify whether the turnaround is temporary or permanent infrastructure. Permanent infrastructure must be in a right of way. Design the road to meet the specifications of the Standard Construction Detail (attached).
3. Note that manhole tops must be at or above the 100 year storm elevation, and Infrastructure cannot be located in the floodplain or in the wetlands.
4. Design the subdivision to comply with Appendix B – Subdivision Regulations, including Article VI – Required Improvements (e.g., sidewalks and streetlights).

5. Design site development plans to comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual, and include a downstream analysis and CSS information in the hydrology report. In addition, clarify how the drainage easement will be accessed, and how the street drainage system is going to work. The street must meet the minimum design standards.
6. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

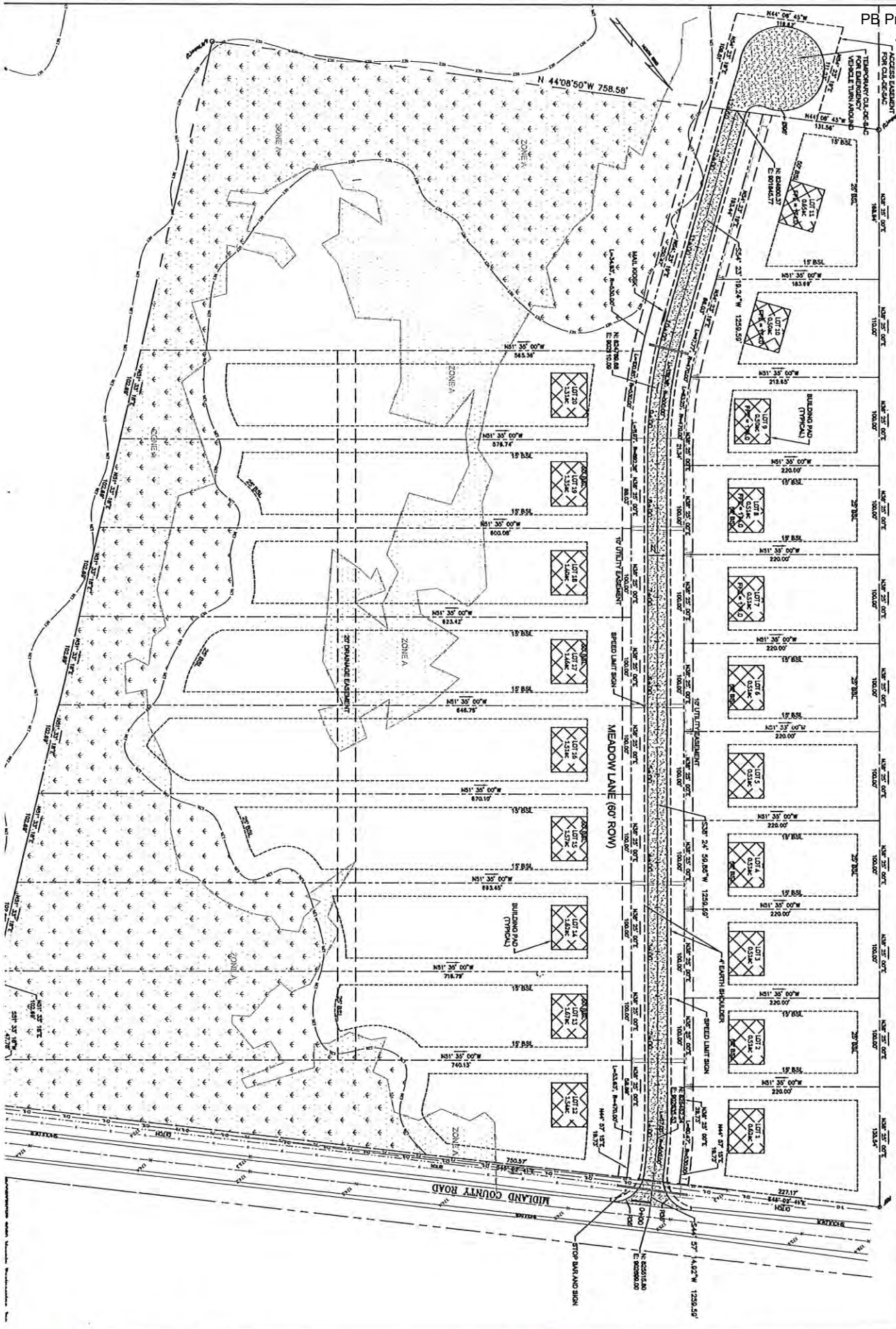
Pursuant to *Section 4.2, Review Procedure*, you have one year from the date that the sketch plan is approved by the Board of Commissioners to submit a preliminary plan, after which time a new sketch plan must be submitted for approval.

If you have any questions, feel free to give me a call.

Thank you,



Teresa Concannon, AICP
Planning & Zoning Manager
tconcannon@effinghamcounty.org



RELEASED FOR PERMITTING
 DATE: JAN 3-2022
 CHECK: JAM DATE:

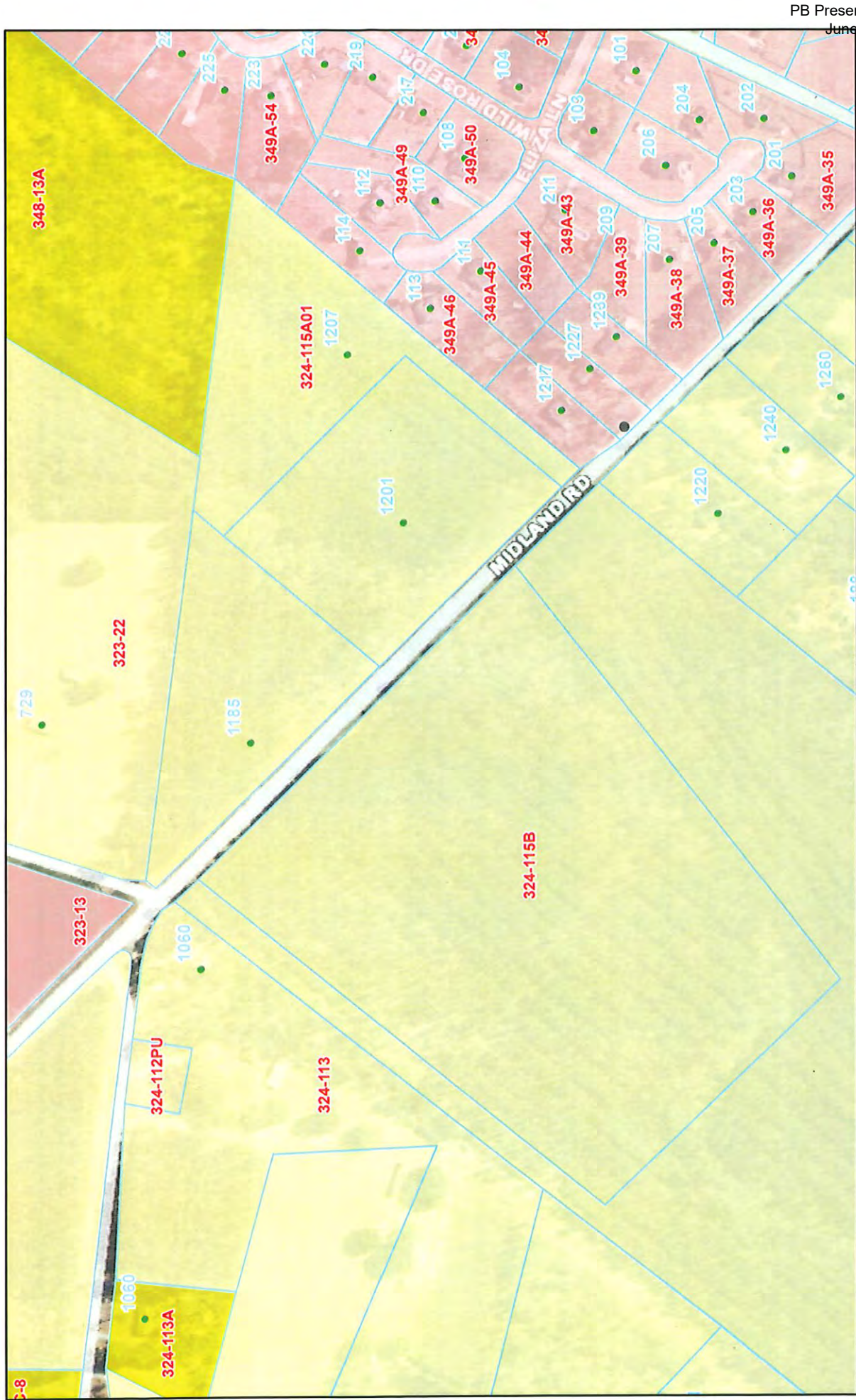
STAKING PLAN
MEADOWS AT MIDLAND

MAUPIN
 engineering
 114 WEST 42ND STREET
 SAVANNAH, GA 31401
 OFFICE P-ONE (P1): 235-2915
 GENERAL@MAUPINENGINEERING.COM

REVISIONS	NO.	DATE	DESCRIPTION



"Meadows at Midland"



4/20/2021, 1:18:31 PM

EffinghamCountyZoneClass

AR-1

AR-2

R-1

County

CountyBoundary_4K

Road Centerlines_4K

Collector

Freeway

Highway

Local

Major Arterial

Minor Arterial Image

Railroad_4K

Red: Red

Green: Green

1:4,514

0 0.03 0.07 0.1 0.13 m

0 0.05 0.1 0.2 km

Esri, Inc., City of Naperville, Illinois, Maxar

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Kent Elmore as agent for Millen Timber Company requests a **variance** to eliminate the sidewalk requirement for Meadows at Midland. Located on Midland Road, zoned AR-2.

Map# 324 Parcel# 115B

Summary Recommendation

Staff has reviewed the application, and recommends **denial** of the request to eliminate the sidewalk requirement for Meadows at Midland.

Executive Summary/Background

- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Pursuant to *Section 6.1 Number of lots vs. improvement standards*, major subdivisions must include sidewalks, as well as other amenities such as paved streets, street signs, community water supply, and appropriate sewerage system.
- After Sketch Plan approval, staff provided a Notice to Proceed, which detailed all ordinance requirements. Staff also met with the applicant to discuss the requirements.
- There are no physical circumstances that prevent the applicant from meeting the ordinance requirements. The 20-acre tract can be developed with 25 lots as proposed, and also meet the county ordinance requirements.
- The proposed 22' wide street will have two lanes, and no parking, pursuant to *section 7.1.13 Street Right of Way Widths, Roadway Widths, Pavement Thickness*. The street will serve 25 home sites. Sidewalks are necessary for the safety of pedestrians.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **deny** the request to eliminate the sidewalk requirement for Meadows at Midland.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

- Approve** the request to eliminate the sidewalk requirement for Meadows at Midland.
- Deny** the request to eliminate the sidewalk requirement for Meadows at Midland.

Recommended Alternative: 2

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternative: 1

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
324-115B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
324-115B

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, KENT ELMORE has filed an application for a variance from Section 6.1, to waive the requirement for sidewalks in a major subdivision; map and parcel number 324-115B, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a variance from Section 6.1, to waive the requirement for sidewalks in a major subdivision; map and parcel number 324-115B, located in the 1st commissioner district is approved.

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: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Ed Garvin** as Agent for **Martha Sloan** & the Estate of **James Allen** request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2** to allow for division of the parcel. Located at 2361 US Hwy 80.

Map# 354 Parcel# 21

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2**, 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. Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The 112.42-acre tract is to be divided into four parcels, which is a major subdivision. The 4.85-acre parcel is split from the parent tract by Hwy 80. That parcel is to be separated and, therefore, it must be rezoned.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 4.85 acres from **AR-1** to **AR-2**, with the following conditions.
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Major subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Major subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed

4. Plat
5. Aerial photograph

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent ED GARVIN GARVIN EDWARD @ GMAIL.COM Date 4- -21

Applicant email address GARVIN EDWARD @ GMAIL.COM Phone # 912-657-8379

Property owner(s) MARTHA Z. SLOAN email

Telephone Number (912) 354-5755 (H)

Mailing Address 408 BUCCANEER BEND SAV. GA. 31406

Property location 2361 US HIGHWAY 80

Present zoning AR-1

Proposed zoning AR-2

Present land-use VACANT - PREVIOUS FAMILY HOME SITE -

Proposed land-use CURRENT OWNER'S FAMILY MEMBER - HOME SITE

Tax Map # 0354004 Parcel # 8 21 Lot #

Total Acres ~~4.85~~ 112.42 Acres to be rezoned 4.85

Lot characteristics WOODED - FRONTAGE ON HWAY 80

Water Public Private Sewer Public ☒ Private

Proposed access ~~4.85~~ Hwy 80

Justification

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

North South

East West

1

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

VACANT WOODED LOT

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

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

1 SINGLE-FAMILY HOME

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

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?

OTHER SINGLE-FAMILY HOMES CLOSE BY.

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

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

6-20-1996, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 910 page 173.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

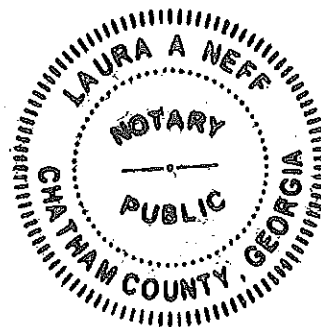
Owner's signature MARTHA A. SLOAN Print MARTHA A. SLOAN

Owner's signature _____ Print _____

Owner's signature _____ Print _____

Sworn and subscribed before me this 15th day of APRIL, 2021.

[Signature]
Notary Public, State of Georgia





Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, MARTHA Z. SLOAN, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: ED GARVIN Date: 4-15-21

Address: 8412 ABERCORN ST

City: SAVANNAH State: GA. Zip Code: 31406

Telephone Number: 912-657-8379 Email: GARVINEWARD@GMAIL.COM

X Martha A. Sloan MARTHA A. SLOAN
Signature of Owner Owners Name (Print)

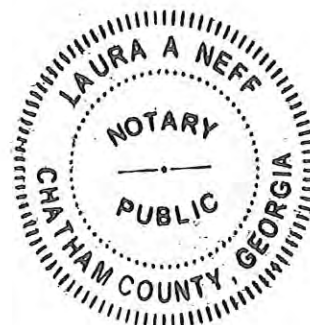
Personally appeared before me MARTHA A. SLOAN (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 15th of April 2021

(Notary Seal)

[Signature]
Notary Public



3



Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Erin Watson, Executor, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: ED GARVIN Date: 4-15-21

Address: 8412 ABERCORN ST.

City: SAVANNAH State: GA. Zip Code: 31406

Telephone Number: 912-657-8379 Email: GARVINEWARD@GMAIL.COM

Erin Watson, Executor Erin Watson, Executor James H. Allen
Signature of Owner James H. Allen Owners Name (Print)

Personally appeared before me Erin Watson (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.

This Day April 15 of 2021

(Notary Seal)

Ashley Hughes
Notary Public

ASHLEY E HUGHES
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires June 6, 2023

2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

6-20-1996, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 910 page 173.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

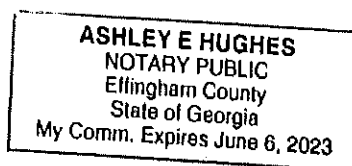
Owner's signature Erin Watson Print Erin Watson

Owner's signature _____ Print _____

Owner's signature _____ Print _____

Sworn and subscribed before me this 15 day of April, 2021.

Ashley Hughes
Notary Public, State of Georgia



802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

May 5, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Ed Garvin
2361 US Hwy 80, Guyton GA 31312
PIN: 354-1
Total Acres: 4.85 Acres to be rezoned: 4.85

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

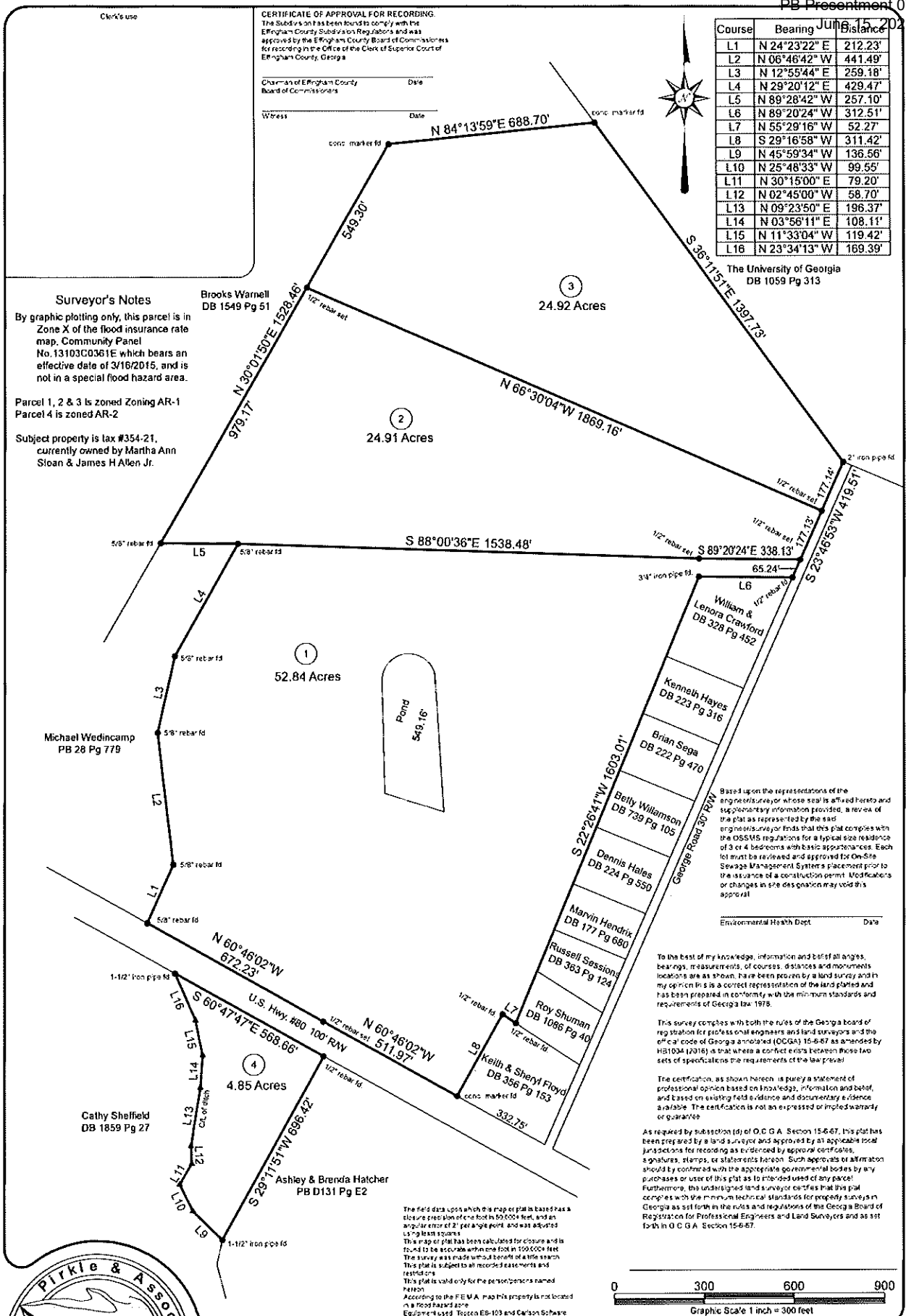
If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

A handwritten signature in black ink, appearing to read "Darrell M. O'Neal".

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

Course	Bearing	Distance
L1	N 24°23'22" E	212.23'
L2	N 06°46'42" W	441.49'
L3	N 12°55'44" E	259.18'
L4	N 29°20'12" E	429.47'
L5	N 89°28'42" W	257.10'
L6	N 89°20'24" W	312.51'
L7	N 55°29'16" W	52.27'
L8	S 29°16'58" W	311.42'
L9	N 45°59'34" W	136.56'
L10	N 25°48'33" W	99.55'
L11	N 30°15'00" E	79.20'
L12	N 02°45'00" W	58.70'
L13	N 09°23'50" E	196.37'
L14	N 03°56'11" E	108.11'
L15	N 11°33'04" W	119.42'
L16	N 23°34'13" W	169.39'



Pirkle & Associates Surveying Inc.

781 State Durrence Rd., Glenville Ga. 30427
Phone: 912-654-3258 Fax: 912-654-1463
email: pirkle@windstream.net

Survey Date 9/22/2020

Plat Date 9/24/2020

File #3843

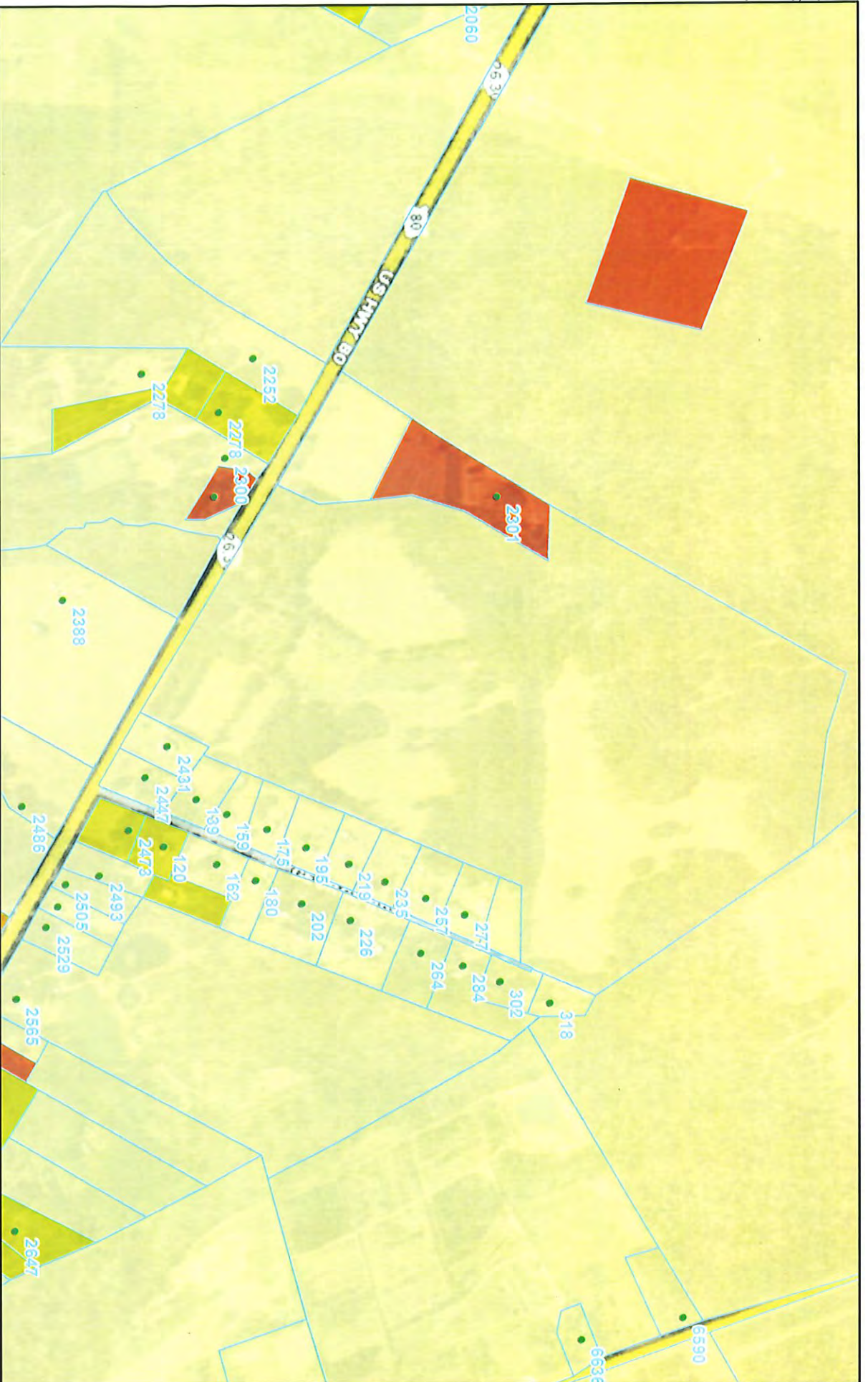
Survey for:

**Martha Ann Sloan &
James H Allen Jr.**
107.52 Acres
1559 Georgia Militia District
Elkington County, Georgia



2361 US Hwy 80

PB Presentment 07
June 15, 2021



4/19/2021, 12:15:36 PM

EffinghamCountyZoneClass

AR-1
AR-2

County

Road Centerlines_9K

B-2
B-3
I-1

CountyBoundary_9K

Collector
Freeway

Highway

Local
Major Arterial

Minor Arterial
Railroad_9K

Esri, Inc. City of Naperville, Illinois, Maxar

1:9,028

0 0.05 0.1 0.2 0.4 mi
0 0.1 0.2 0.4 km

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 (**Ed Garvin as Agent for Martha Sloan & the Estate of James Allen – (Map # 354 Parcel # 21)** 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant (**Ed Garvin as Agent for Martha Sloan & the Estate of James Allen – (Map # 354 Parcel # 21)** 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?

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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 (**Ed Garvin as Agent for Martha Sloan & the Estate of James Allen – (Map # 354 Parcel # 21)** 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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant (**Ed Garvin as Agent for Martha Sloan & the Estate of James Allen – (Map # 354 Parcel # 21)** 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: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Ed Garvin as Agent for Martha Sloan & the Estate of James Allen request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2** to allow for division of the parcel. Located at 2361 US Hwy 80.

Map# 354 Parcel# 21

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2**, 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. Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The 112.42-acre tract is to be divided into four parcels, which is a major subdivision. The 4.85-acre parcel is split from the parent tract by Hwy 80. That parcel is to be separated and, therefore, it must be rezoned.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 4.85 acres from **AR-1** to **AR-2**, with the following conditions.
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Major subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Major subdivision final plat must be approved by the Board of Commissioners, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.85 of 112.42 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

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

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

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, ED GARVIN has filed an application to rezone four and eighty-five hundredths (4.85) +/- acres; from AR-1 to AR-2, to allow for division of the parcel; map and parcel number 354-21, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT four and eighty-five hundredths (4.85) +/- acres; map and parcel number 354-21, located in the 1st commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Major subdivision final plat must be approved by the Board of Commissioners, 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: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Bryan K. Davis** as Agent for the Estate of **Ida R. Hagin** request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3** to allow for residential and commercial uses. Located at 3135 US Hwy 80.
Map# 378 Parcel# 13

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3** to allow for residential and commercial uses, 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 Article V-Uses Permitted in Districts.
- Lot sizes of 21,780 sf are permitted in the R-1 zoning district, when public water is available. The adjacent subdivision is served by Lakeside Water Company. The proposed lots are at least .5 acres and 115' X 182'; residential structures must comply with 35' front and 25' rear setbacks.
- Capacity assurance letter must be provided by water supplier.
- B-3 zoning is prevalent along the south side of Hwy 80 in this area. There are B-3 zoned lots immediately to the west of the proposed B-3 rezoning.
- Pursuant to *section 3.4 Buffers*, a 30' buffer containing one tree, at least 2" dbh, every 30 linear feet, is required between residential and commercial zoning districts.
- No site plan or proposed commercial uses have been submitted.
- Access to Hwy 80 is controlled by GDOT; a GDOT encroachment permit will be required for commercial entrances on US Hwy 80 as a condition of site development approval.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3**, with the following conditions.
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-1 and B-3 zoning districts.
 2. A subdivision plat separating the R-1 and B-3 acreage must be signed by the Zoning Administrator, and be recorded before the rezoning can take effect.
 3. A Sketch Plan, for both the R-1 and the B-3 sections, that meets the requirements of the Subdivision Regulations, must be submitted for approval before site development plans are submitted.
 4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3**, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-1 and B-3 zoning districts.
 2. A subdivision plat separating the R-1 and B-3 acreage must be signed by the Zoning Administrator, and be recorded before the rezoning can take effect.
 3. A Sketch Plan, for both the R-1 and the B-3 sections, that meets the requirements of the Subdivision Regulations, must be submitted for approval before site development plans are submitted.
 4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
2. **Deny** the request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3**.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed

Other Alternative: 2

FUNDING: N/A

4. Plat
5. Aerial photograph
6. Water capacity letter

ATTACHMENT AEFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Bryan K. Davis Date 4/20/21
Applicant email address Davis.K.bryan@gmail.com Phone # 770-468-2664
Property owner(s) Estate of Ida R Hagin email Sadpdrbill@gmail.com
Telephone Number (770) 468-2664
Mailing Address 333 Old Rail Rd (Bloomington GA 31302)
Property location 3135 US HWY 80 Bloomington, GA 31302
Present zoning residential AR-1
Proposed zoning 3 commercial lots ^{B-3} / 6 residential lots R-1
Present land-use Single Family
Proposed land-use Residential / Commercial
Tax Map # 03780013 Parcel # 03780013 Lot # GM0/155
Total Acres 6.75 Acres to be rezoned 6.75
Lot characteristics _____
Water _____ Public X Private _____ Sewer _____ Public X Private _____
Proposed access Commercial Lots-US HWY 80 Residential Lots
Justification Highest and Best Use Zeigler Fork Rd / Thompson St
Woodlawn Ave
List the zoning of the other property in the vicinity of the property you wish to rezone:
North AR-1 South B-3, AR-1
East AR-1 West AR-1, B-3

1

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

Currently the property has a single family home sitting on 6.35 acres.

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

The highest and best use is commercial for front portion and residential for back portion.

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

6 residential lots in the rear of property 1/2 acre lots
3 commercial lots on the front 1 acre or more each

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

The property has both single family and commercial zoning in close proximity.

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 6 lots in the rear will protect the integrity of the residential homes and the commercial promotes economic growth on the HWY 80 corridor.

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, only 6 single family houses will be added.
3 commercial lots on HWY 80 which is basically a five lane at this property.

2

ATTACHMENT B**EFFINGHAM COUNTY OWNERSHIP CERTIFICATION**

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

11/2/1972, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 953 page 111.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature	<u>William P. Thompson</u>	dotloop verified 04/20/21 7:19 PM EDT DEEA-LWIZ-ZL3U-LH1S	nt <u>William P. Thompson</u>
Owner's signature	<u>Carolyn Lucas</u>	dotloop verified 04/20/21 6:50 PM EDT YE1W-GLBV-P6EI-K1XJ	nt <u>Carolyn Lucas</u>
Owner's signature	<u>Scott Thompson</u>	dotloop verified 04/20/21 6:42 PM EDT TW1F-HZDH-ALTU-J5R4	nt <u>Scott Thompson</u>

Sworn and subscribed before me this _____ day of _____, 20____.

Notary Public, State of Georgia

3



Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, William Thompson, Scott Thompson, Carolyn Lucas, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Bryan K. Davis Date: 4/20/21

Address: 333 Old Rail Rd

City: Bloomington State: GA Zip Code: 31302

Telephone Number: 770-466-2664 Email: Davis.K.bryan@gmail.com

Signature of Owner

Owners Name (Print)

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.

This Day _____ of _____

(Notary Seal)

Notary Public

William P. Thompson dotloop verified
04/20/21 7:19 PM EDT
LKWS-026S-1KRE-6WZ0

William P. Thompson

Carolyn Lucas dotloop verified
04/20/21 6:50 PM EDT
EORQ-VCB8-S8FU-WJ10

Carolyn Lucas

Scott Thompson dotloop verified
04/20/21 6:42 PM EDT
SMQL-7PDX-S2YB-RATK

Scott Thompson

Rev 03062020

170
160/167

WARRANTY DEED FROM W. J. AND MRS. W. J. THOMPSON
TO IDA R. HAGIN

STATE OF GEORGIA, EFFINGHAM COUNTY.

THIS INDENTURE, Made the 2nd. day of November in the
year of our Lord One Thousand Nine Hundred and Seventy-two between

MR. W. J. THOMPSON and MRS. W. J. THOMPSON
of the county of Effingham and state of Georgia
of the FIRST PART, and IDA R. HAGIN

of the County of

Effingham and State of Georgia of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of
Ten Dollars and other good and valuable consideration

has on 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 party of the SECOND PART, her
heirs and assigns, all of the following described property, to-wit:

A certain lot of land in Effingham County being a part
of the tract of land acquired by W. J. Thompson from Henry Blitch
by warranty deed and being more particularly described as follows:

A tract of land consisting of five and seven-tenths (5.7)
acres as reflected in a survey by David C. Horne on August 6, 1965;
said plat being recorded along with this deed. Said tract being
further described as commencing at a point of the intersection of
the County Road, commonly referred to as the Old Zeigler Road and
U. S. Highway No. 80, and extending in an Easterly direction along
U. S. Highway 80 Four Hundred Forty and Three-tenths (440.3) feet;
thence, in a Northerly direction Three Hundred Sixty-seven (367)
feet to a point; thence, in a Westerly direction 50' to a point;
thence in a Northerly direction Three Hundred Fifty-five (355) feet
to a point; thence in a Westerly direction three hundred Seventy-
nine (379') feet to a point; thence, in a Southerly direction
Seven Hundred (700) feet to the point of beginning. Said tract
being bounded on the South by U. S. Highway No. 80, on the East
by lands of W. J. Thompson, on the North by lands of W. J. Thompson,
and on the West by said County road known as the Old Zeigler Road.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular
the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof
of the said party of the SECOND PART, her heirs, executors, administrators and assigns, in
FEE-SIMPLE; and the said party of the FIRST PART the said bargained property above described unto
the said party of the SECOND PART, her heirs, executors, administrators and assigns, against
the said party of the FIRST PART, their heirs, executors, administrators and assigns, and against
all and every other person or persons, shall and will and do hereby warrant and forever defend by
virtue of these presents.

IN WITNESS WHEREOF, the said party of the FIRST PART have hereunto set their
hand, affixed their seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in presence of
us, the day and year above written.

Ida R. Hagin
Notary Public

W. J. Thompson
(Mr. W. J. Thompson)

Mrs. W. J. Thompson
(Mrs. W. J. Thompson)

Recorded November 3, 1972

(NO EXAMINATION)

Deputy Clerk

Plat Book 3 page 104

IN THE PROBATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF

IDA E. HAGIN
DECEASED

ESTATE NO. 2017-71438

ORDER ADMITTING WILL (AND CODICIL(S)) TO PROBATE IN SOLEMN FORM

An alleged Last Will and Testament dated DECEMBER 22, 1999
(and Codicil(s) dated N/A) was/were propounded.

Sara Thompson, Carolyn Lucas and William Perry Thompson, Jr. was/were nominated Personal Representative(s) by the Testator. The Court finds that the Decedent died domiciled within, or domiciled outside the State of Georgia but owning property within, the above County. The Court further finds that all of the heirs at law were served or acknowledged service. The Court further finds that no objection has been filed, and all requirements of law have been fulfilled. The Court further finds that the propounded Will (is self-proving) (has been proved by one or more witnesses).

ACCORDINGLY, IT IS ORDERED that the Will dated DECEMBER 22, 1999
(and the Codicil(s) dated N/A) is/are established as the Last Will and Testament of the Decedent ("the Decedent's Will"); that the Will be admitted to record as proven in Solemn Form; and, that the nominated Executor(s) named above hereunto leave to qualify as Personal Representative(s) by taking the required oath, after which Letters Testamentary shall issue. The Clerk shall serve the Personal Representative(s) with copies of this Order and the Letters upon qualification.

IT IS FURTHER ORDERED that the Personal Representative(s) shall disburse all property according to the terms of the Decedent's Will and shall maintain all records of income and disbursements until discharged by Order of this Court.


IT IS FURTHER ORDERED that: *(initial if applicable)*

- ☐ (a) An inventory shall be filed.
- ☐ (b) Annual returns shall be filed.
- ☐ (c) Letters of Testamentary Conservatorship shall issue to

SO ORDERED this 14th day of July, 2017.

[Signature]
Judge of the Probate Court

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE
OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER
THE AUTHORITY OF CHAPTER 3-10, CODE OF GEORGIA, AND 110-13 GPR RULES AND REGULATIONS.


STATE REGISTRAR AND CUSTODIAN
GEORGIA STATE OFFICE OF VITAL RECORDS

County: Wilkes
Issued to: Heather D. Sanders
Date issued: OCT 17 2016

Any reproduction of this document is prohibited by statute. Use and acceptance are limited without a return fee.

VOID IF ALTERED OR COPIED

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

11/2/1972, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 953 page 111.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature William P. Thompson Print WILLIAM P. THOMPSON, EXECUTOR
Owner's signature Carolyn Lucas Print CAROLYN Lucas
Owner's signature [Signature] Print SCOTT Thompson

Sworn and subscribed before me this 28th day of April, 2021.
Nicole A. Staley
Notary Public, State of Georgia





Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, William Thompson, Scott Thompson, Carolyn Lucas, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Bryan K. Davis Date: 4/20/21

Address: 333 Old Rail Rd

City: Bloomington State: GA Zip Code: 31302

Telephone Number: 770-466-2664 Email: Davis.K.bryan@gmail.com

William P. Thompson
Signature of Owner

WILLIAM P. THOMPSON, EXECUTOR
Owners Name (Print)

Personally appeared before me William, Carolyn & Scott (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.

This Day 28th of April 2021

(Notary Seal)

Nicole Staley
Notary Public

Carolyn H. Lucas Carolyn H. Lucas
Scott Thompson



ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

11/2/1972, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 953 page 111.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature William P. Thompson Print WILLIAM P. THOMPSON, EXECUTOR
Owner's signature Carolyn H. Lucas Print Carolyn H. Lucas
Owner's signature Scott Thompson Print Scott Thompson

Sworn and subscribed before me this 28th day of April, 2021.
Nicole A. Staley
Notary Public, State of Georgia





Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, William Thompson, Scott Thompson, Carolyn Lucas, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Bryan K. Davis Date: 4/20/21

Address: 333 Old Rail Rd

City: Bloomington State: GA Zip Code: 31302

Telephone Number: 770-464-2664 Email: Davis.K.bryan@gmail.com

William P. Thompson
Signature of Owner

WILLIAM P THOMPSON, EXECTOR
Owners Name (Print)

Personally appeared before me William, Carolyn Scott (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.

This Day 28th of April 2021

(Notary Seal)

Nicole A. Staley
Notary Public

Carolyn H. Lucas

[Signature]



Carolyn H. Lucas
Scott Thompson

802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

May 5, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Bryan K. Davis
3135 US Hwy 80 Bloomingdale GA 31302
PIN: 378-13
Total Acres: 6.35 Acres to be rezoned: 6.35

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-1/R-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval


Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

A handwritten signature in cursive script, reading "Darrell M. O'Neal".

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department



Water Utility Management, LLC
South Atlantic Utilities, Inc. • Chatham Water Company

May 24, 2021

Mr. Bryan Davis
Better Homes & Garden Real Estate Legacy
333 Old Rail Rd
Bloomington, GA 30302

Ref: Lakeside Farms Additional Lots

Dear Mr. Davis:

This letter is to certify that:

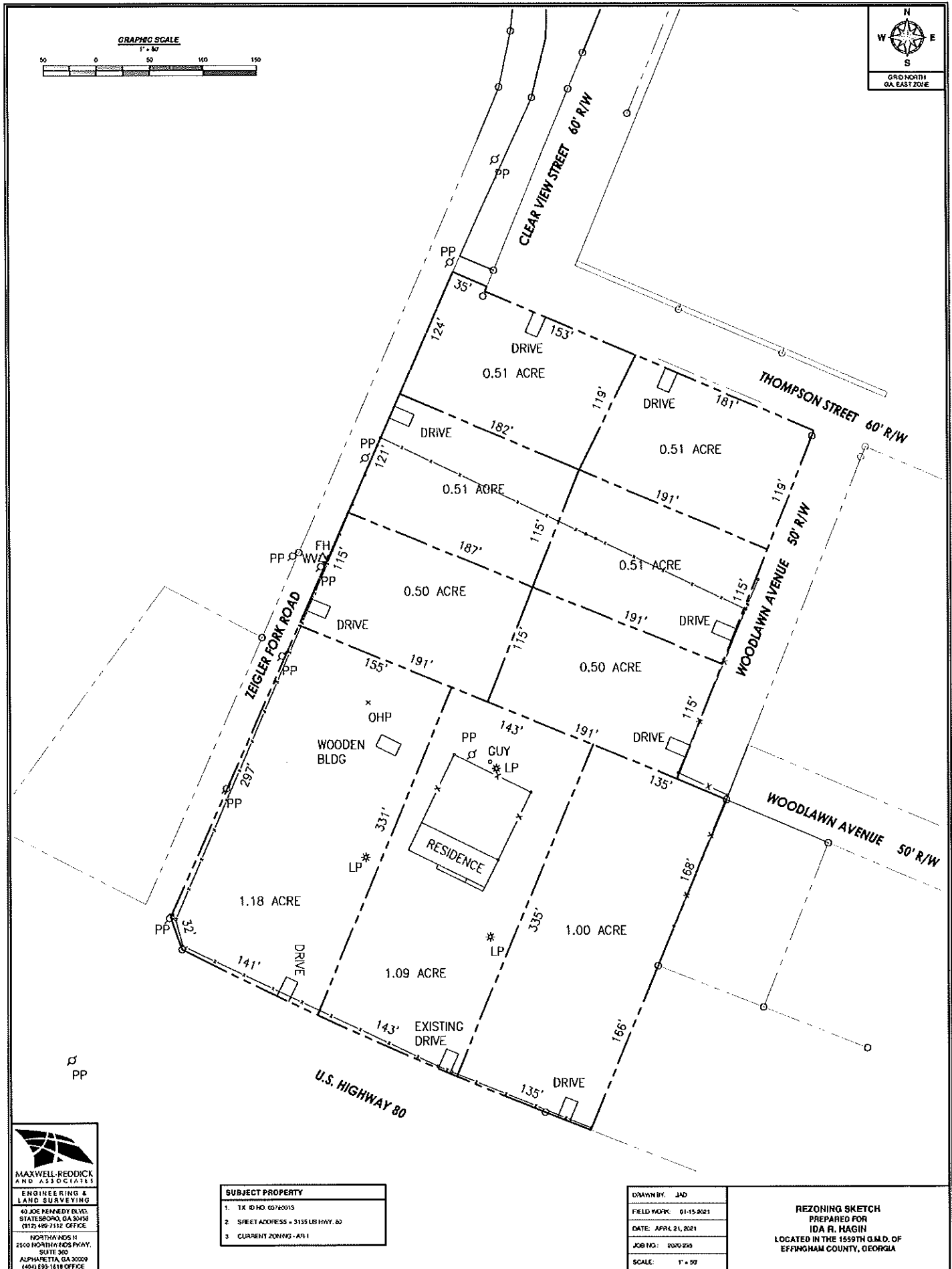
- a. Chatham Water Utility has water availability to serve six (6) residential lots and three (3) commercial lots in the Lakeside Farms subdivision water system (Permit #CG1030010), located in Bloomington, GA.
- b. Based on GA EPD approval, Chatham Water Utility can ensure adequate drinking water to serve the above referenced lots in Bloomington, GA.
- c. Chatham Water Utility can accept the additional nine (9) total lots and can agree to assume ownership and responsibility for service laterals leading up to the water meter.

Should you have any questions or concerns, I can be reached at ray@waterga.com or 912-721-5581.

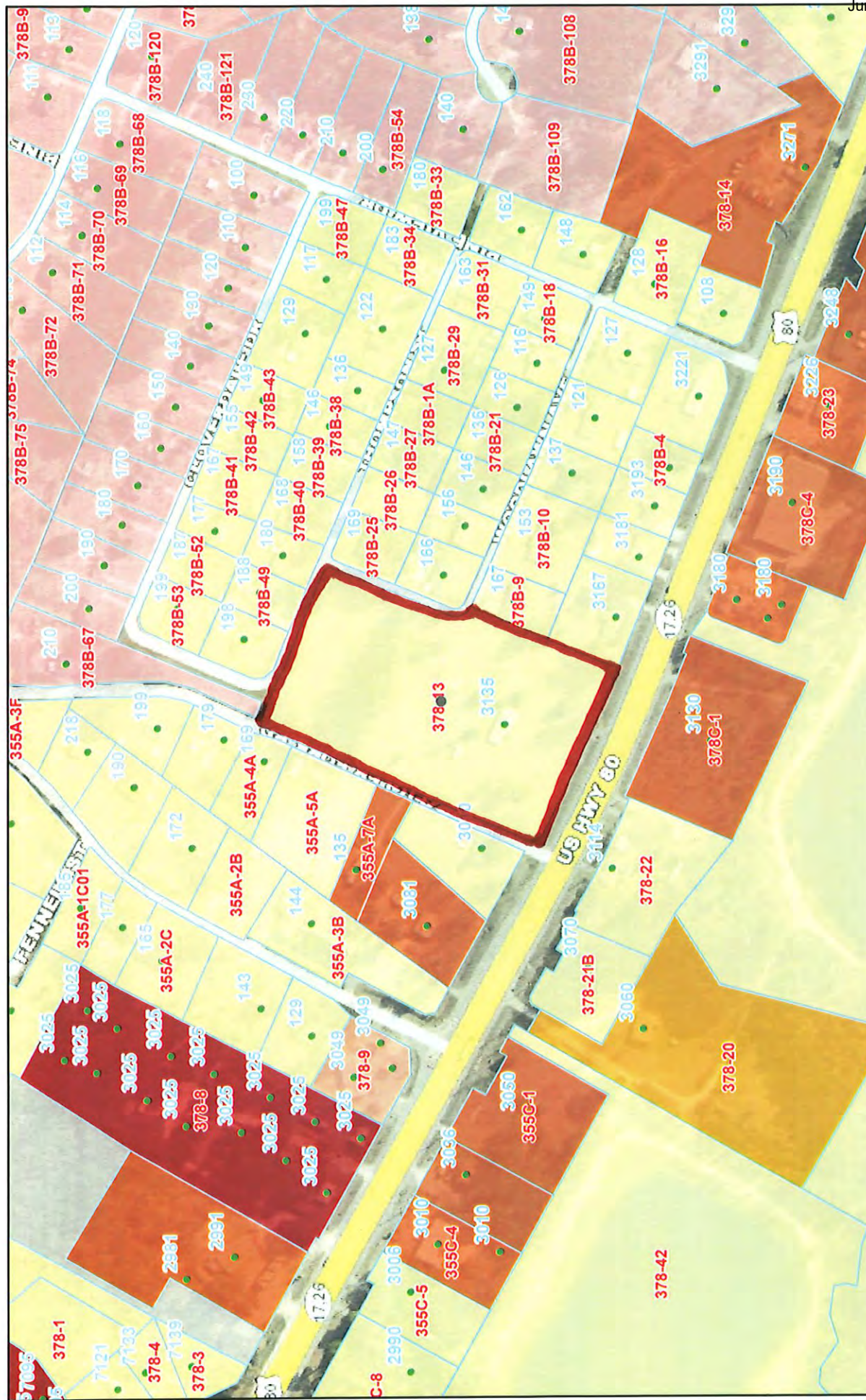
Ray Harrington

Operations Manager

Cc: Mr. Don Smith



3135 Us Hwy 80



4/21/2021, 3:33:33 PM

EffinghamCountyZoneClass

R-1

B-2

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AR-2

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Superville

Maxar

ArcGIS Web AppBuilder
Maxar | Esri., Inc.. City of Naperville, Illinois |

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 (**Bryan K. Davis as Agent for the Estate of Ida R. Hagin – (Map # 378 Parcel # 13)** from **AR-1** to **R-1 & 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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ☒

DISAPPROVAL ☐

Of the rezoning request by applicant (**Bryan K. Davis as Agent for the Estate of Ida R. Hagin – (Map # 378 Parcel # 13)** from AR-1 to R-1 & 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?
- 2** 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 (**Bryan K. Davis as Agent for the Estate of Ida R. Hagin – (Map # 378 Parcel # 13)** from AR-1 to R-1 & 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 X

DISAPPROVAL _____

Of the rezoning request by applicant (**Bryan K. Davis as Agent for the Estate of Ida R. Hagin – (Map # 378 Parcel # 13)** from AR-1 to R-1 & 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?

BKS.

5/24/21

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Bryan K. Davis** as Agent for the Estate of **Ida R. Hagin** request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3** to allow for residential and commercial uses. Located at 3135 Hwy 80.
Map# 378 Parcel# 13

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3** to allow for residential and commercial uses, 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 Article V-Uses Permitted in Districts.
- Lot sizes of 21,780 sf are permitted in the R-1 zoning district, when public water is available. The adjacent subdivision is served by Lakeside Water Company. The proposed lots are at least .5 acres and 115' X 182'; residential structures must comply with 35' front and 25' rear setbacks.
- Capacity assurance letter must be provided by water supplier.
- B-3 zoning is prevalent along the south side of Hwy 80 in this area. There are B-3 zoned lots immediately to the west of the proposed B-3 rezoning.
- Pursuant to *section 3.4 Buffers*, a 30' buffer containing one tree, at least 2" dbh, every 30 linear feet, is required between residential and commercial zoning districts.
- No site plan or proposed commercial uses have been submitted.
- Access to Hwy 80 is controlled by GDOT; a GDOT encroachment permit will be required for commercial entrances on US Hwy 80 as a condition of site development approval.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3**, with the following conditions.
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-1 and B-3 zoning districts.
 2. A subdivision plat separating the R-1 and B-3 acreage must be signed by the Zoning Administrator, and be recorded before the rezoning can take effect.
 3. A Sketch Plan, for both the R-1 and the B-3 sections, that meets the requirements of the Subdivision Regulations, must be submitted for approval before site development plans are submitted.
 4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. Approve request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3**, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-1 and B-3 zoning districts.
2. A subdivision plat separating the R-1 and B-3 acreage must be signed by the Zoning Administrator, and be recorded before the rezoning can take effect.
3. A Sketch Plan, for both the R-1 and the B-3 sections, that meets the requirements of the Subdivision Regulations, must be submitted for approval before site development plans are submitted.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

2. Deny the request to **rezone** 6.75 acres from **AR-1** to **R-1 & B-3**.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternative: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

378-13

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

378-13

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, BRYAN K. DAVIS as agent for the estate of IDA R. HAGIN has filed an application to rezone six and seventy-five hundredths (6.75) +/- acres; from AR-1 to R-1 & B-3, to allow for residential and commercial uses; map and parcel number 378-13, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT six and seventy-five hundredths (6.75) +/- acres; map and parcel number 378-13, located in the 1st commissioner district is rezoned from AR-1 to R-1 & B-3, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-1 and B-3 zoning districts.
2. A subdivision plat separating the R-1 and B-3 acreage must be signed by the Zoning Administrator, and be recorded before the rezoning can take effect.
3. A Sketch Plan, for both the R-1 and the B-3 sections, that meets the requirements of the Subdivision Regulations, must be submitted for approval before site development plans are submitted.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

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: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Christopher Moon** requests to **rezone** 2.22 acres from **AR-1** to **B-1** to allow for the development of a mini-storage and RV/boat parking facility. Located at 120 Nease Road.

Map# 396 Parcel# 19

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.22 acres from **AR-1** to **B-1** to allow for the development of a mini-storage and RV/boat parking facility.

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 Article V-Uses Permitted in Districts.
- The closest commercial zoning is .6 miles NW; it is a 1.45-acre B-2 parcel that was rezoned in 2007. Conditions of approval for that parcel included turn lanes and access restricted to Herbert Kessler Road.
- Self-storage mini storage facilities are permitted as a conditional use in B-1, to serve the surrounding community. Only site built single family residential units are permitted in B-1.
- Applicant proposes 150 units of self-storage, and a parking area for RVs and boats.
- Pursuant to *section 3.4 Buffers*, a 30' buffer containing one tree, at least 2" dbh, every 30 linear feet is required between residential and commercial zoning districts.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 2.22 acres from **AR-1** to **B-1**, with the following conditions.
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the B-1 zoning district.
 2. The mobile homes must be removed before rezoning can take effect.
 3. Applicant must obtain an encroachment permit for commercial access to county roads.
 4. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for approval before site development plans are submitted.
 5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to **rezone** 2.22 acres from **AR-1** to **B-1**, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the B-1 zoning district.
 2. The mobile homes must be removed before rezoning can take effect.
 3. Applicant must obtain an encroachment permit for commercial access to county roads.
 4. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for approval before site development plans are submitted.
 5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
2. **Deny** the request to **rezone** 2.22 acres from **AR-1** to **B-1**.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed

Other Alternatives: 2

FUNDING: N/A

4. Plat
5. Aerial photograph

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Christopher Moon Date 4/21/21

Applicant email address chrismoon@hotmail.com Phone # (912) 678-5385

Property owner(s) Christopher Moon email

Telephone Number () (912) 678-5385

Mailing Address 185 Royal Oak Dr, Guyton, GA 31312

Property location 120 Nease Rd, Guyton, GA 31312

Present zoning AR-1

Proposed zoning B-1

Present land-use Residential

Proposed land-use Mini-Storage and RV / boat parking

Tax Map # 396-19 Parcel # 03960019 Lot #

Total Acres 2.22 Acres to be rezoned 2.22

Lot characteristics Residential

Water Public x Private Sewer Public
x Private

Proposed access Nease Rd

Justification Start of mini-storage and RV parking facility

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

North Residential South Residential / Church

East Residential West Residential

1

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

The current property has two rental manufactured homes. One located on the Southwest corner and the

other on the Northeast corner. The Northwest corner has a small pond and the Southeast corner is an open field.

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

Yes, it has two manufactured homes on the site

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

The propose land is to be used as mini-storage and parking for RV and boats. It will consist of

approximately 150 units when completely finished.

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

The property to the north and west are residential, the property to the south is a church and the property

to the east is vacant wet ground.

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?

Yes, mini-storage and RV/boat parking is needed in the area. Newer sub-divisions do not allow for recreational vehicles to be parked in their driveways. All nearby storage facilities are completely full. Garden City and Pooler are the closest available and they are much higher priced.

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?

The amount of traffic of the new use is minimal and would not cause any burden on surrounding properties.

2
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

September 10, 2015 on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2311 page 326-330

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature _____

Print Christopher Moon

Owner's signature _____

Print _____

Owner's signature _____

Print _____

Sworn and subscribed before me this 21st day of April, 2021

Kathleen Erin Dunnigan
Notary Public, State of Georgia



DOC# 007721 PB Presentment 11
FILED IN OFFICE
9/18/2015 02:14 PM
BK:2311 PG:326-330
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR
COURT
EFFINGHAM COUNTY
Elizabeth Hursey
REAL ESTATE TRANSFER T
AX
PAID: \$75.00
PT-61 051-2015-002358

Return Recorded Document to:
The Ratchford Firm
1575 Highway 21 South
Springfield, GA 31329

Our File #: 15-479

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 10th day of September, 2015, between Rebecca McClain, Steven R. Usher, Sandra Kay Lentz, of Chatham County, Georgia, and Allen Tuten, of Chatham County, Tennessee, as party or parties of the first part, hereinafter called Grantor, and Christopher S. Moon and Sheila K. Moon, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) 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, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said grantee,

ALL that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing 0.69 of an acre, more or less, known and designated as Lot A, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated January 28, 1977, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 12, page 54, which is incorporated into this description by specific reference thereto.

AND ALL that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing 0.69 of an acre, more or less, known and designated as Lot B, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated January 28, 1977, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 12, page 54, which is incorporated into this description by specific reference thereto.

AND ALSO, ALL that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing 1.12 acres, more or less, known and designated as Lot C, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated January 28, 1977, recorded in

Page Two - Continued
Warranty Deed from

Ran

5

Page Two – Continued
Warranty Deed from
McClain, Usher, Lentz & Tuten
To Moon
September 10, 2015

the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 12, page 54, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by Rebecca McClain and Steven R. Usher, as Co-Executors under the Last Will and Testament of Bertha A. Usher, deceased, to Rebecca McClain, Steven R. Usher, Sandra Kay Lentz, and Allen Tuten as evidenced by that certain Assent to Devise dated February 3, 2015 and recorded in Deed Book 2277, page 401, aforesaid records.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

AND ALSO, one used, 28 x 68, 1995 Oakwood Mobile home having Serial Number HONC27228CK3229464AB that is located on said property; and one used, 14 x 70, 1982 Catalina mobile home, Trojan model, having Serial Number 2056, that is located on said property.

Said parcels of land have a tax identification number of 03960-019-000, with a current street address of 120 Nease Road, Guyton, Georgia, 31312.

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 Grantee forever in FEE SIMPLE.

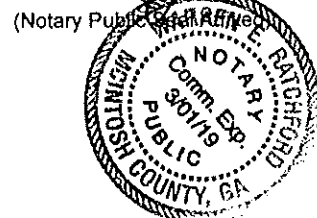
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed this 10th day of September, 2015
In the presence of:

Dee Dee Palm
Unofficial Witness

Notary Public [Signature]
My commission expires 3/1/19



[Signature] (Seal)
Rebecca McClain

(Seal)

Page Three – Continued
Warranty Deed from
McClain, Usher, Lentz & Tuten
To Moon
September 10, 2015

Signed this 14 day of September, 2015
In the presence of:

Szemmearm
Unofficial Witness
Wendy Watson Shaeffer
Notary Public
My commission expires _____

WENDY WATSON SHAEFFER
(Notary Public Seal Affixed) Public, Chatham County GA
My Commission Expires Feb. 18, 2018

Steven R. Usher (Seal)
Steven R. Usher

(Seal)

Signed this _____ day of September, 2015
In the presence of:

Unofficial Witness

Notary Public
My commission expires _____

(Notary Public Seal Affixed)

See attached (Seal)
Sandra Kay Lentz

(Seal)

Signed this _____ day of September, 2015
In the presence of:

Unofficial Witness

Notary Public
My commission expires _____

(Notary Public Seal Affixed)

See attached (Seal)
Allen Tuten

(Seal)

Page Three – Continued
Warranty Deed from
McClain, Usher, Lentz & Tuten
To Moon
September 10, 2015

Signed this _____ day of September, 2015
In the presence of:

Unofficial Witness

Notary Public

My commission expires _____

(Notary Public Seal Affixed)

See attached (Seal)
Steven R. Usher

(Seal)

Signed this 10th day of September, 2015
In the presence of:

Tutu S Hagan
Unofficial Witness

Allen R. Flowers
Notary Public

My commission expires 5/27/2018

(Notary Public Seal Affixed)

Sandra Kay Lentz (Seal)
Sandra Kay Lentz

(Seal)

Signed this _____ day of September, 2015
In the presence of:

Unofficial Witness

Notary Public

My commission expires _____

(Notary Public Seal Affixed)

See attached (Seal)
Allen Tuten

(Seal)

Page Three – Continued
Warranty Deed from
McClain, Usher, Lentz & Tuten
To Moon
September 10, 2015

Signed this _____ day of September, 2015
In the presence of:

Unofficial Witness

See attached (Seal)
Steven R. Usher

Notary Public

My commission expires _____

(Notary Public Seal Affixed)

Signed this _____ day of September, 2015
In the presence of:

Unofficial Witness

See attached (Seal)
Sandra Kay Lentz

Notary Public

My commission expires _____

(Notary Public Seal Affixed)

Signed this 11 day of September, 2015
In the presence of:

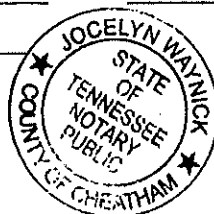
Jana Hoke
Unofficial Witness

Allen Tuten (Seal)

Joelyn Waynick
Notary Public

My commission expires 01-02-19

(Notary Public Seal Affixed)







802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

May 5, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Christopher Moon
120 Nease Road, Guyton GA 31312
PIN: 396-19
Total Acres: 2.22 Acres to be rezoned: 2.22

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



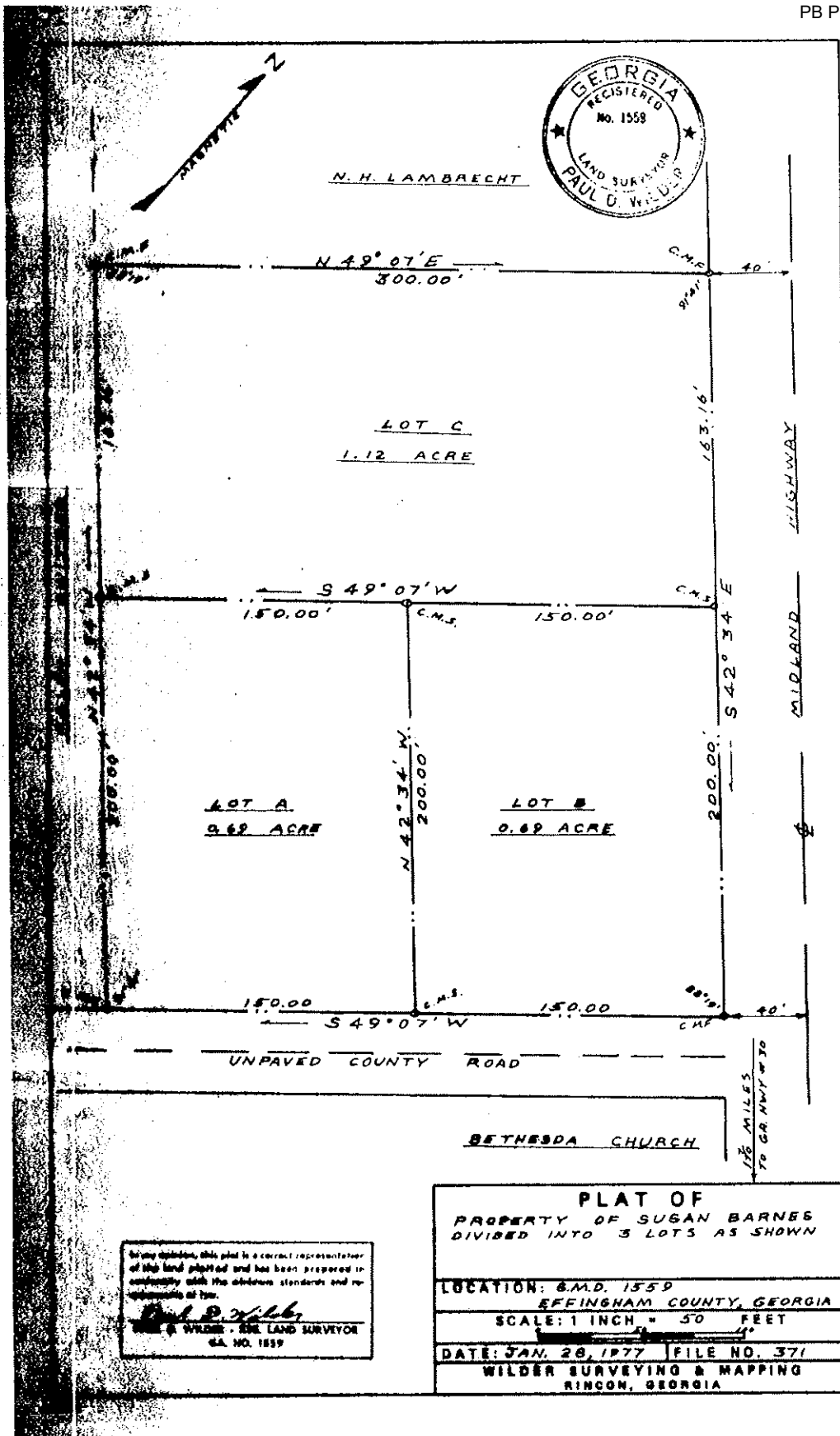
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

A handwritten signature in black ink, reading "Darrell M. O'Neal". The signature is written in a cursive style with a stylized "D" and "O".

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department





120 Nease Rd

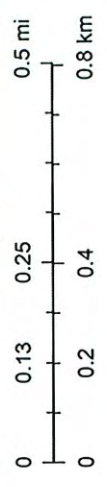


4/21/2021, 3:11:00 PM

- EffinghamCountyZoneClass
- AR-1
 - AR-2
 - R-1
 - B-2
 - PD
 - Other
 - County
 - CountyBoundary_18K

- Road Centerlines_18K
- Collector
 - Freeway
 - Highway
 - Local
 - Major Arterial
 - Minor Arterial
 - Railroad_18K

1:18,056



Esri, Inc. City of Naperville, Illinois, Maxar

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 (**Christopher Moon – (Map # 396 Parcel # 19)** from **AR-1** to **B-1** zoning.

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- ☒ Yes ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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:

A2
APPROVAL ☒

DISAPPROVAL ☐

Of the rezoning request by applicant (**Christopher Moon – (Map # 396 Parcel # 19)** from **AR-1** to **B-1** zoning.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 (**Christopher Moon – (Map # 396 Parcel # 19)** from **AR-1** to **B-1** zoning.

- | | | |
|-----|------|--|
| Yes | No ? | 1. Is this proposal inconsistent with the county's master plan? |
| Yes | No ? | 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools? |
| Yes | No ? | 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards? |
| Yes | No ? | 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning? |
| Yes | No ? | 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property? |
| Yes | No ? | 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property? |
| Yes | No ? | 7. Are nearby residents opposed to the proposed zoning change? |
| Yes | No ? | 8. Do other conditions affect the property so as to support a decision against the proposal? |

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 (**Christopher Moon – (Map # 396 Parcel # 19)** from AR-1 to B-1 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

BKS, 5/24/21

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Christopher Moon requests to **rezone** 2.22 acres from **AR-1** to **B-1** to allow for the development of a mini-storage and RV/boat parking facility. Located at 120 Nease Road.
Map# 396 Parcel# 19

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 2.22 acres from **AR-1** to **B-1** to allow for the development of a mini-storage and RV/boat parking facility.

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 Article V-Uses Permitted in Districts.
- The closest commercial zoning is .6 miles NW; it is a 1.45-acre B-2 parcel that was rezoned in 2007. Conditions of approval for that parcel included turn lanes and access restricted to Herbert Kessler Road.
- Self-storage mini storage facilities are permitted as a conditional use in B-1, to serve the surrounding community. Only site built single family residential units are permitted in B-1.
- Applicant proposes 150 units of self-storage, and a parking area for RVs and boats.
- Pursuant to *section 3.4 Buffers*, a 30' buffer containing one tree, at least 2" dbh, every 30 linear feet is required between residential and commercial zoning districts.
- At the May 24 Planning Board meeting, Michael Larson made a motion to **approve** the request to **rezone** 2.22 acres from **AR-1** to **B-1**, with the following conditions.
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the B-1 zoning district.
 2. The mobile homes must be removed before rezoning can take effect.
 3. Applicant must obtain an encroachment permit for commercial access to county roads.
 4. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for approval before site development plans are submitted.
 5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to **rezone** 2.22 acres from **AR-1** to **B-1**, with the following conditions:
 1. Future use of the above-referenced property being rezoned shall meet the requirements of the B-1 zoning district.
 2. The mobile homes must be removed before rezoning can take effect.
 3. Applicant must obtain an encroachment permit for commercial access to county roads.
 4. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for approval before site development plans are submitted.
 5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
2. **Deny** the request to **rezone** 2.22 acres from **AR-1** to **B-1**.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternatives: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

396-19

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

396-19

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CHRISTOPHER MOON has filed an application to rezone two and twenty-two hundredths (2.22) +/- acres; from AR-1 to B-1, to allow for development of a mini storage and RV/boat parking facility; map and parcel number 396-19, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT two and twenty-two hundredths (2.22) +/- acres; map and parcel number 396-19, located in the 1st commissioner district is rezoned from AR-1 to B-1, with the following conditions:

1. Future use of the above-referenced property being rezoned shall meet the requirements of the B-1 zoning district.
2. The mobile homes must be removed before rezoning can take effect.
3. Applicant must obtain an encroachment permit for commercial access to county roads.
4. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for approval before site development plans are submitted.
5. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

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: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Valerie Nessmith** requests to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2** to allow for the division and recombination of the parcel. Located at 380 Griffin Lake Road.

Map# 235 Parcel# 5

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2** to allow for the division and recombination of the parcel.

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 Article V-Uses Permitted in Districts.
- The 7.04-acre parcel is to be separated for a home site, and must be rezoned to AR-2. The remaining AR-1 acreage will be recombined with an adjacent AR-1 parcel.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 3.497 acres from **AR-1** to **AR-2**, with the following conditions.
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2**, with the following conditions:
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2**

Recommended Alternative: 1

Department Review: Development Services

Other Alternatives: 2

FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed

4. Plat
5. Aerial photograph

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Valerie Nessmith Date 4.15.2021
Applicant email address Nessmith04@gmail.com Phone # 912.856.2130
Property owner(s) David & Valerie Nessmith email Nessmith04@gmail.com
Telephone Number (912) 856.2130 (V) or 912.856.0469 (D)
Mailing Address P.O. Box 714 Guyton, GA 31312
Property location 380 Griffin Lake Rd Guyton, GA 31312
Present zoning AR-1
Proposed zoning AR-2
Present land-use Vacant
Proposed land-use Property split & used as residential & REC
Tax Map # _____ Parcel # 02350005 Lot # _____
Total Acres 7.04 Acres to be rezoned 3.497 Residential/remaining REC/Ag
Lot characteristics _____
Water ☒ Public ☒ Private Sewer N/A ☐ Public ☒ Private
Proposed access road frontage for both properties
Justification Splitting the land between two parties.
1/2 to remain ag and other as a home site
List the zoning of the other property in the vicinity of the property you wish to rezone:
North AR-1 South AR-1
East AR-1 West AR-1

1

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

Currently, the property is vacant. We would like to keep the back portion to tie into our adjoining 5 acres and transfer the front portion for a home.

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

Zoning will remain AR

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

Front portion, after property is divided, will be residential. Back portion will be ag/rec use.

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

All properties surrounding are ag, rec, or 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?

Zoning will remain AR

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?

Zoning will remain AR

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

1/26/2021, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2658 page 490-491.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature VP Print Valerie Nessmith

Owner's signature _____ Print _____

Owner's signature _____ Print _____

Sworn and subscribed before me this 15th day of April, 2021.

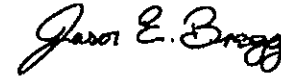
Kathleen Erin Dunnigan
Notary Public, State of Georgia



BK:2658 PG:490-491

D2021001045

FILED IN OFFICE
CLERK OF COURT
01/28/2021 04:39 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$35.00

8292260357
PARTICIPANT ID

Return Recorded Document to:
Carellas Murphy Law LLP
440 Silverwood Centre Drive
P.O. Box 2599
Rincon, Georgia 31326

PT-61 051-2021-000261

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA,

COUNTY OF EFFINGHAM

File #: 0541-20

This Indenture made this 26th day of January, 2021 between Tiffany Nicole Miller, of the County of Chatham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and David Nessmith and Valerie Nessmith, as joint tenants with right of survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants with right of survivorship and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, being known as Tract C, containing 5.3 acres, more or less, as shown and more particularly described on that certain map or plat for Griffin Lakes, Inc. made by Paul Weitman, County Surveyor, recorded in Plat Book H, Page 68, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

LESS AND EXCEPT: One acre, more or less, conveyed by deed from Joe C. Cribbs, Sr. to Ronald W. Cooper, dated July 23, 1993, recorded in Deed Book 336, page 731, aforesaid records.

AND ALSO: All that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District, Effingham County, Georgia, being known as Tract D, containing 5.0 acres, more or less, as shown and more particularly described on that certain map or plat for Griffin Lakes, Inc. made by Paul Weitman, County Surveyor, recorded in Plat Book H, Page 68, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

LESS AND EXCEPT: One acre, more or less, conveyed by deed from Lorene H. Cribbs and Joe C. Cribbs, Sr. to Charlie Cooper, dated February 17, 2006, recorded in Deed Book 1406, Page 440, aforesaid records.

BK:2658 PG:491

ALSO LESS AND EXCEPT: One and Twenty-Six Hundredths (1.26) acres, more or less, conveyed by deed from Charlie Cooper to tiffany Nicole Miller and William Vincent Miller, dated June 22, 2007, recorded in Deed Book 1642, Page 306, aforesaid records.

TOTAL REMAINING PROPERTY BEING 7.04 ACRES, MORE OR LESS.

This being the same property conveyed by Assent to Devise from Tiffany Nicole Miller as Executrix of the Estate of Charlie Cooper to Tiffany Nicole Miller dated July 30, 2010, recorded in Deed Book 1953, page 338, aforesaid records.

KNOWN AS 380 GRIFFIN LAKE ROAD, GUYTON, GA 31312

PARCEL #02350005

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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 Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Canon Kass
Witness

Chris Murphy
Notary Public

Tiffany N. Miller (Seal)
Tiffany Nicole Miller



802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

April 22, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Valerie Nessmith
380 Griffin Lake Road, Guyton GA 31312
Pin: 235-5
Total Acres: 7.04 Acres to be rezoned: 3.497

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



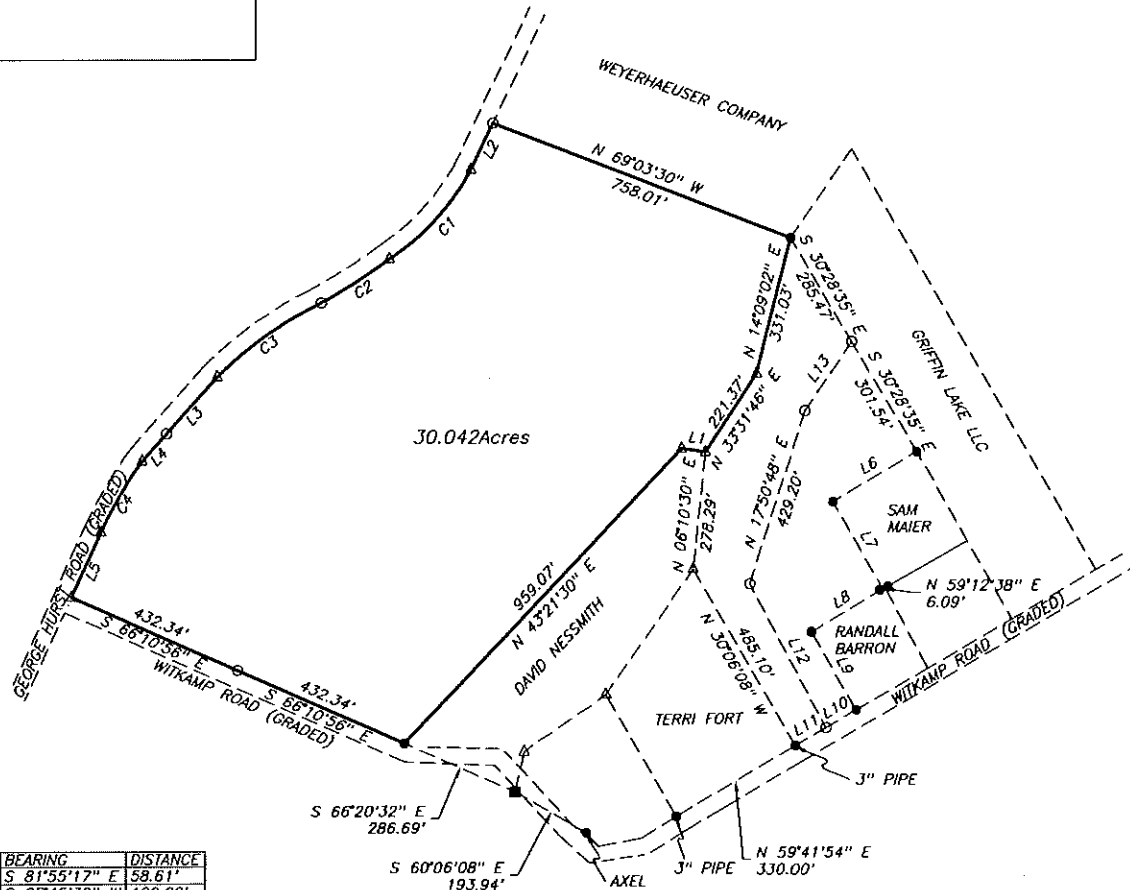
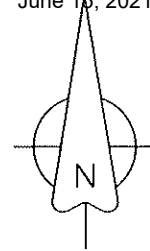
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

A handwritten signature in cursive script, reading "Darrell M. O'Neal".

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department



LINE	BEARING	DISTANCE
L1	S 81°55'17" E	58.61'
L2	S 25°45'38" W	120.80'
L3	S 42°00'07" W	181.70'
L4	S 42°00'07" W	86.38'
L5	S 24°26'46" W	168.17'
L6	S 59°07'59" W	230.81'
L7	S 29°50'42" E	237.96'
L8	S 59°12'38" W	197.62'
L9	S 29°51'39" E	213.88'
L10	S 59°41'54" W	83.74'
L11	S 59°41'54" W	83.73'
L12	N 27°49'51" W	386.42'
L13	N 34°14'55" E	197.58'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	288.97'	587.44'	28°11'04"	S 42°32'59" W	286.06'
C2	191.67'	1354.20'	8°06'35"	S 57°17'12" W	191.51'
C3	283.60'	888.34'	18°17'30"	S 54°19'52" W	282.40'
C4	195.42'	1016.30'	11°01'01"	S 30°43'46" W	195.11'

I certify this plot to be a true and accurate representation of the land plotted and it conforms to the minimum standards and requirements of law, and is suitable for recording.

I certify that in my opinion, the provisions in O.G.C.A. Section 15-08-67(d) does not require approval of this plot by the planning commission.

Everett Tomberlin, the Land Surveyor whose seal is affixed hereto does not guarantee that all easements which may affect this property are shown.



Pursuant to the Development Code of County, Georgia, All requirements have been fulfilled and this plot is approved.

This _____ Day of _____, 20____.

Codes Director, _____ County, Georgia

The equipment used in obtaining the linear and angular measurements used in the preparation of this plot was:

CARLSON RT3
CARLSON BRX6+
100' TAPE

SURVEY FOR:

DAVID AND VALERIE NESSMITH

Land Lot:

G.M.D.: 12TH

Survey Date: 4/15/2021

Date Drawn: 4/19/2021

Land Dist.:

City:

Drawn By: ST

JOB REF. EGYPT

County EFFINGHAM

State: Georgia

Scale: 1"=300'

Checked By: ET

The field data upon which this plot is based has a closure precision of one foot in _____ feet, and an angular error of _____ per angle point, and was adjusted using the _____ rule. This plot has been calculated for closure and has been found to be accurate within one foot in _____ feet.

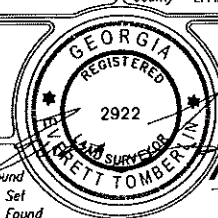
This plot has been recorded in Plat Book _____ Page _____, in the Office of the Clerk of Superior Court of _____ County, Georgia. This _____ day of _____, 20____, Time _____.

Clerk of Superior Court

REFERENCES:
PLAT:

DEED:

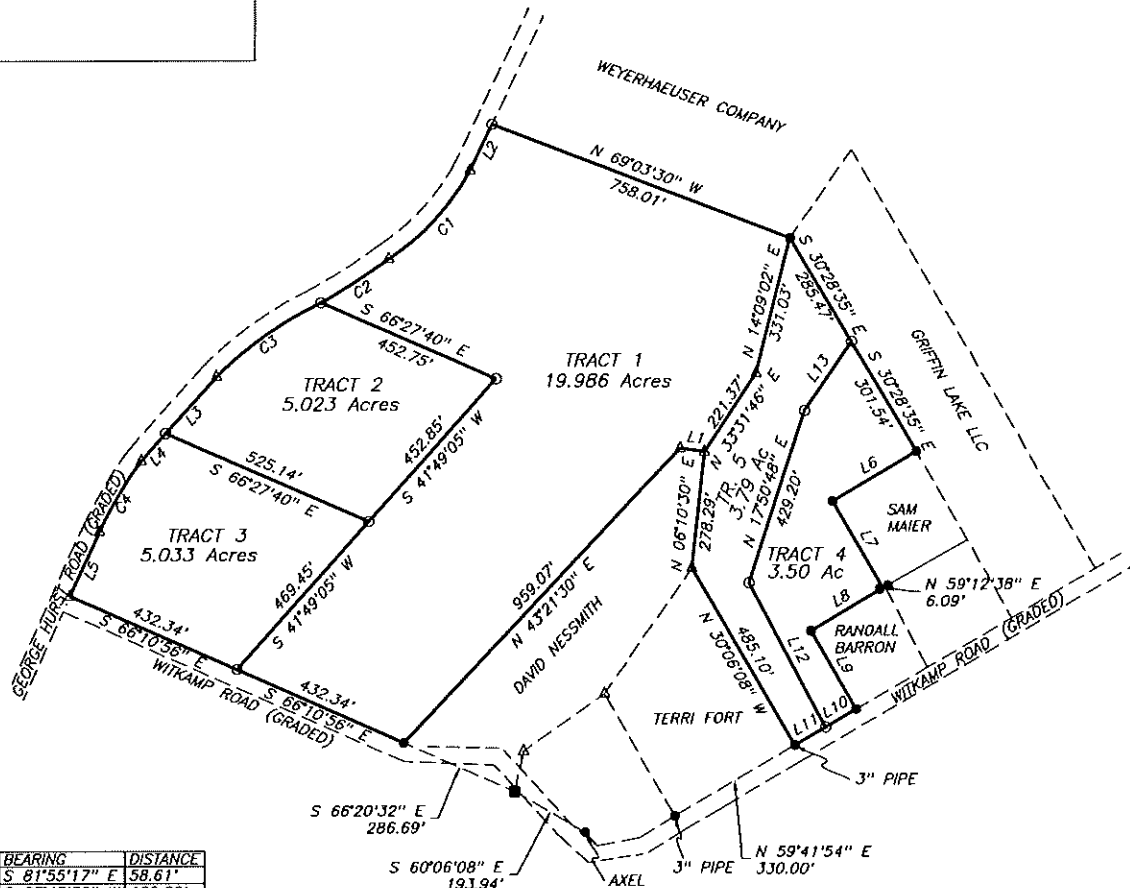
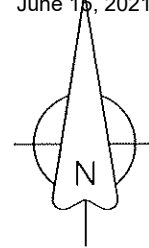
- 1/2" re-bar set
- Iron Pin or Pipe Found
- Concrete Monument Set
- Concrete Monument Found
- △ Computed Point
- ⊙ Land Lot or Legal Tie Point



EVERETT
TOMBERLIN and
ASSOCIATES

LAND SURVEYING

EVERETT TOMBERLIN REGISTERED LAND SURVEYOR #2922
1144 RADIO STATION ROAD
ALMA, GEORGIA 31510
PH. 912-632-8034 FAX 912-632-0734



LINE	BEARING	DISTANCE
L1	S 81°55'17" E	58.61'
L2	S 25°45'38" W	120.80'
L3	S 42°00'07" W	181.70'
L4	S 42°00'07" W	86.38'
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I certify that in my opinion, the provisions in O.C.G.A. Section 15-06-67(d) does not require approval of this plot by the planning commission.

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Pursuant to the Development Code of _____ County, Georgia, All requirements have been fulfilled and this plat is approved.

This _____ Day of _____, 20____.

Codes Director, _____ County, Georgia

The equipment used in obtaining the linear and angular measurements used in the preparation of this plot was:
CARLSON RT3
CARLSON BRX8+
100' TAPE

SURVEY FOR:

DAVID AND VALERIE NESSMITH

Land Lot: G.M.D.: 12TH Survey Date: 4/15/2021 Date Drawn: 4/19/2021

Land Dist.: City: Drawn By: ST JOB REF: EGYPT

County: EFFINGHAM State: Georgia Scale: 1"=300' Checked By: ET

The field data upon which this plot is based has a closure precision of one foot in _____ feet, and an angular error of _____ per angle point, and was adjusted using the _____ rule. This plot has been calculated for closure and has been found to be accurate within one foot in _____ feet.

This plat has been recorded in Plat Book _____

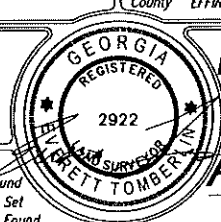
Page _____, in the Office of the Clerk of Superior Court of _____ County, Georgia. This _____ day of _____, 20____.

Clerk of Superior Court

REFERENCES:
PLAT:

DEED:

- ☐ 1/2" re-bar set
- ☐ Iron Pin or Pipe found
- ☐ Concrete Monument Set
- ☐ Concrete Monument Found
- ☐ Computed Point
- ☐ Land Lot or Legal Tie Point



EVERETT
TOMBERLIN and
ASSOCIATES

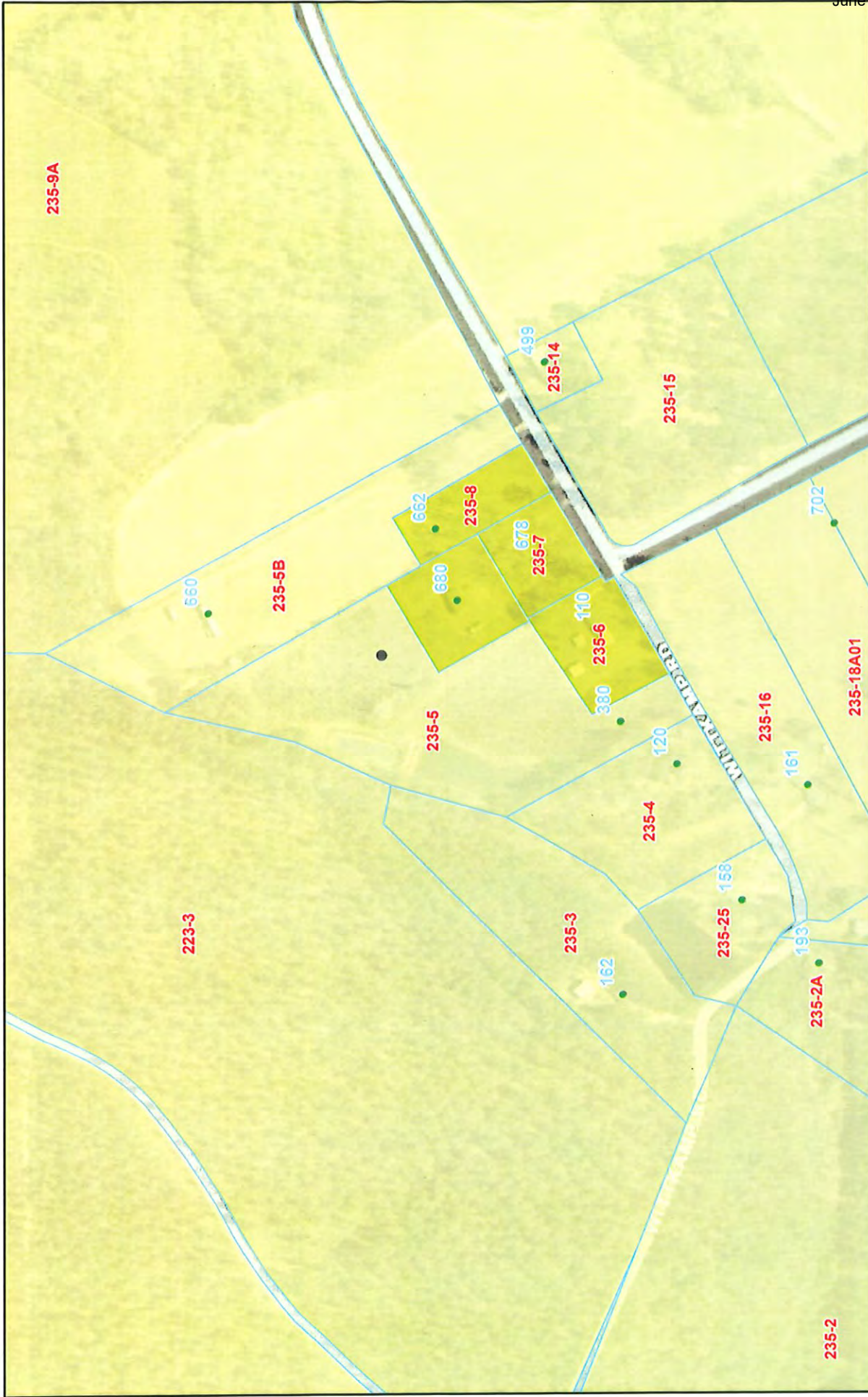
LAND SURVEYING

EVERETT TOMBERLIN REGISTERED LAND SURVEYOR #2922
1144 RADIO STATION ROAD
ALMA, GEORGIA 31510
PH. 912-632-8034 FAX 912-632-0734

380 Griffin Lake Rd



380 Griffin Lake Rd



4/15/2021, 4:35:01 PM

EffinghamCountyZoneClass

- AR-1
- AR-2

County

- CountyBoundary_4K
- Freeway
- Major Arterial

Road Centerlines_4K

- Collector
- Freeway
- Major Arterial

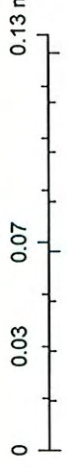
Highway

- Local
- Major Arterial

Minor Arterial

- Image
- Railroad_4K
- Red
- Green

1:4,514



Esri, Inc., City of Naperville, Illinois, Maxar

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 (Valerie Nessmith – (Map # 235 Parcel # 5) 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?

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DISAPPROVAL ☐

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CHECK LIST:

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APPROVAL ✓

DISAPPROVAL _____

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant (Valerie Nessmith – (Map # 235 Parcel # 5) 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? *Stewer. Nessmith*

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

BJS. 5/24/21

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Valerie Nessmith requests to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2** to allow for the division and recombination of the parcel. Located at 380 Griffin Lake Road.

Map# 235 Parcel# 5

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2** to allow for the division and recombination of the parcel.

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 Article V-Uses Permitted in Districts.
- The 7.04-acre parcel is to be separated for a home site, and must be rezoned to AR-2. The remaining AR-1 acreage will be recombined with an adjacent AR-1 parcel.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 3.497 acres from **AR-1** to **AR-2**, with the following conditions.
 1. The lot shall meet the requirements of the AR-2 zoning district.
 2. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. Approve the request to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2**, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.

2. Deny the request to **rezone** 3.497 of 7.04 acres from **AR-1** to **AR-2**

Recommended Alternative: 1

Department Review: Development Services

Other Alternatives: 2

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

235-5

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

235-5

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, VALERIE NESSMITH has filed an application to rezone three and four hundred and ninety-seven thousandths (3.497) +/- acres; from AR-1 to AR-2, to allow for the division and recombination of the parcel; map and parcel number 235-5, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT three and four hundred and ninety-seven thousandths (3.497) +/- acres; map and parcel number 235-5, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following conditions:

1. The lot shall meet the requirements of the AR-2 zoning district.
2. Subdivision and recombination plat must be approved by the Zoning Administrator, 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: Sketch Plan (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Neil McKenzie** as Agent for **Lonadine Webb** requests approval of a **sketch plan** for the Webb Tract Subdivision. Located on Hwy 119.

Map# 344 Parcel# 26

Summary Recommendation

Staff has reviewed the application, and recommends approval of the **sketch plan** for the Webb Tract Subdivision.

Executive Summary

- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, 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.*
- This R-6 residential development will be served by Springfield water and sewer, per the agreement adopted April 13, 2021.
- At the pre-application meeting, staff made recommendations for location of mail kiosk, stormwater design, street stub-out into adjacent parcel to the south west, and proposed ROW to be shown as easements.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the May 24 Planning Board meeting, Brad Smith made a motion to **approve** the **sketch plan** for the Webb Tract Subdivision.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** of the **sketch plan** for Webb Tract Subdivision:
2. **Deny** the **sketch plan** for “Webb Tract Subdivision”,

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan application
2. Sketch Plan

3. Aerial photograph

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision WEBB TRACT SUBDIVISION

Name of Applicant/Agent NEIL P. MCKENZIE Phone (912) 200-3041

Company Name COLEMAN COMPANY INC

Address 1480 CHATHAM PARKWAY STE 100 SAVANNAH, GA 31405

Owner of Record LONADINE M. WEBB Phone (912) 547-1751

Address 904 N. Ash Street

Engineer SAME AS APPLICANT Phone _____

Address _____

Surveyor SAME AS APPLICANT Phone _____

Address _____

Proposed water CITY OF SPRINGFIELD Proposed sewer CITY OF SPRINGFIELD

Total acreage of property 358.20 Acreage to be divided 179.16 Number of Lots Proposed 283

Current Zoning R-6 Proposed Zoning R-6 Tax map - Block - Parcel No 344-000-26

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

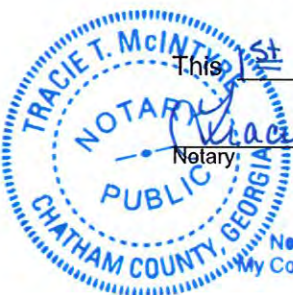
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 1st day of APRIL, 2021.

Tracie T. McIntyre
Notary

NEP
Applicant

Owner



Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

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

<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.

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

This 22 day of April, 2021.

Nail P. Hyatt
Applicant

Tracie T. McIntyre
Notary

Owner



Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

3



Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Lonadine Webb, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: NEIL P. MCKENZIE Date: 1/27/2021

Address: 1480 CHATHAM PARKWAY SUITE 100

City: SAVANNAH State: GA Zip Code: 31405

Telephone Number: (912) 200-3041 Email: nmckenzie@cci-sav.com

Lonadine M. Webb Lonadine M. Webb
Signature of Owner Owners Name (Print)

Personally appeared before me Lonadine M. Webb (Owner print)

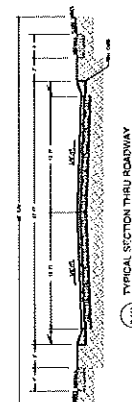
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 28th of January 2021

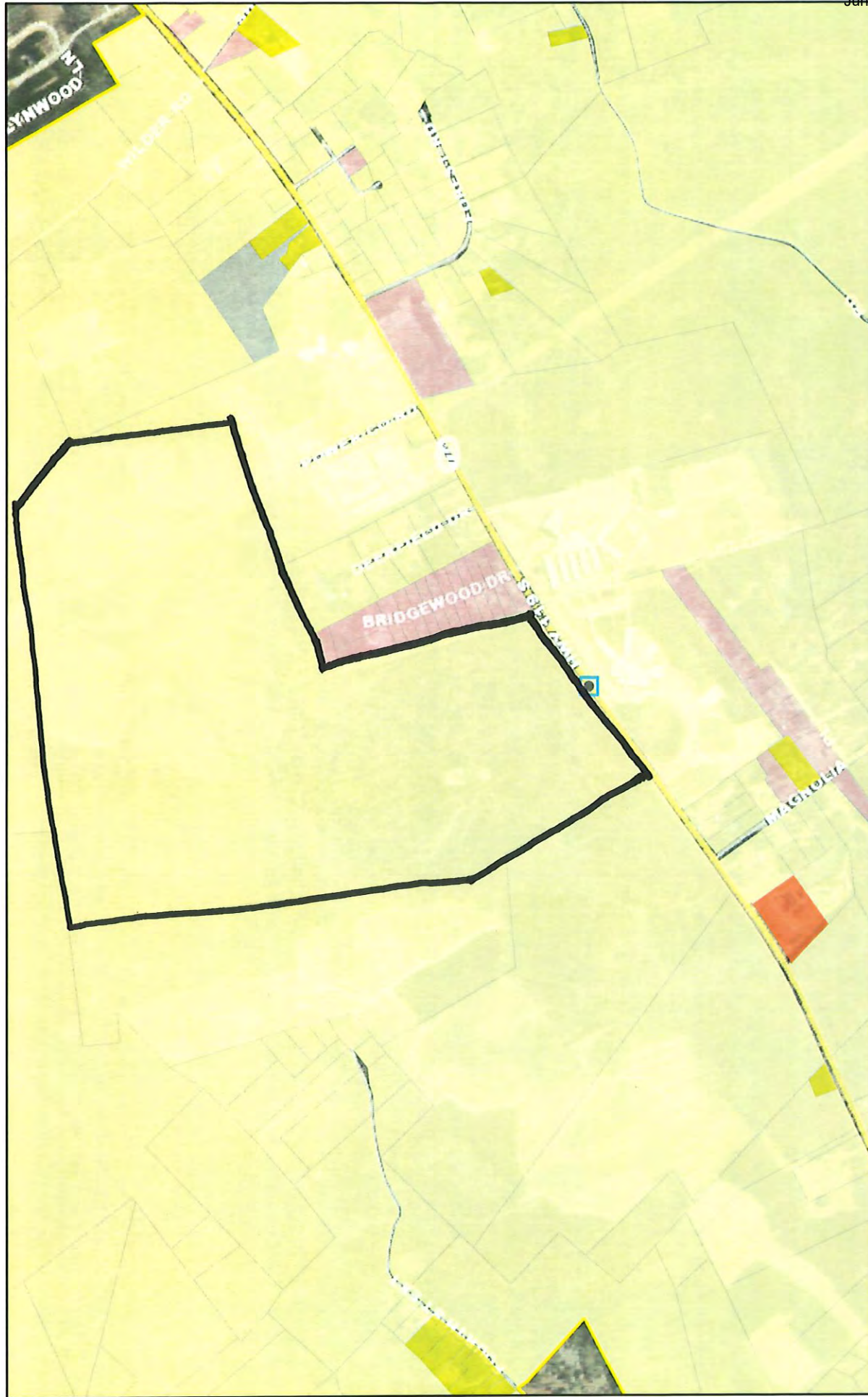
Tracie T. McIntyre
Notary Public

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023





"Webb Tract Subdivision"



4/20/2021, 3:15:10 PM

EffinghamCountyZoneClass

- AR-1
- AR-2
- R-1
- B-2
- Other

County

CountyBoundary_18K

Road Centerlines_18K

- Collector
- Freeway

Local

- Major Arterial

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Esri, Inc., City of Naperville, Illinois, Maxar

ArcGIS Web AppBuilder
Maxar | Esri, Inc., City of Naperville, Illinois |

Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Joseph Dyches** as Agent for **PEFKOS LAND & TIMBER, LLC** requests to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent parcel. Located at 1445 Old Dixie Highway.

Map# 364A Parcel# 36

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent AR-1 parcel, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to combine the .9-acre parcel with the adjacent 139.7-acre parcel, to provide access to Old Dixie Hwy.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 0.9 acres from **R-1** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to rezone 0.9 acres from **R-1** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 0.9 acres from **R-1** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed

4. Plat
5. Aerial photograph

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Joseph Dyches (Agent - see attached) Date 4-29-2021

Applicant email address joseph@canebrakecivil.com Phone # 843-441-2630

Property owner(s) PEFKOS Land & Timber, LLC email THolley103@aol.com

Telephone Number (940) 781-6047

Mailing Address PO Box 3602, Wichita Falls, TX 76301

Property location 1445 Old Dixie Highway

Present zoning R-1

Proposed zoning AR-1

Present land-use Vacant

Proposed land-use Single-family residential. Access for adjoining ~140 acres of the same owner.

Tax Map # 364A-36 Parcel # 0036 Lot # 36

Total Acres 0.9 Acres to be rezoned 0.9

Lot characteristics Vacant, ~340' deep x ~100' wide

Water Public Private Sewer Public Private

Proposed access Old Dixie Highway / shared driveway

Justification Rezoning to match the adjoining, larger parcel of the same owner is required to allow for combination of properties.

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

North R-1 South R-1

East AR-1 West AR-1

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, as it remains the only access to the ~140 adjoining acres of the same property owner. Construction on the site would limit future use of the adjoining property.

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

Access / single-family residential

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

Single-family residential

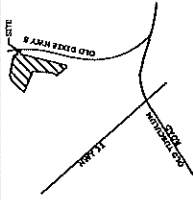
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Rezoning will allow for combination of property with adjoining ~140 acres for single-family consistent with the surrounding areas.

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

LOCATION MAP - NOT TO SCALE



SITE DATA:

SITE AREA: ±0.38 AC
TOTAL DISTURBED AREA: ±0.5 AC

JURISDICTION: EFFINGHAM COUNTY

PARCEL #: M006020102713

ZONING: AR-1

ADJOINING ZONING (USE): AR-1/AR-2/R-1
(SINGLE-FAMILY RESIDENTIAL)

PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

ZONING REQUIREMENTS:

MIN. LOT AREA: 5 ACRES

* MIN. LOT FRONTAGE: 150'

FRONT SETBACK: 50'

REAR SETBACK: 50'

SIDE SETBACK: 25'

ZONING VARIANCE FOR
REDUCED LOT FRONTAGE TO
RIGHT-OF-WAY. SEE SHEET 2
FOR ENLARGED VIEW.

OLD DIXIE HIGHWAY S

TOTAL
AREA
6,232,352 SF
143.08 ACRES

PARCEL "A"
AREA
3,021,886 SF
69.37 ACRES

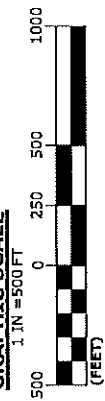
PARCEL "B"
AREA
3,210,228 SF
73.70 ACRES

SINGLE-FAMILY
RESIDENCE

MAP DATA

BOUNDARY SHOWN IS AN EXHIBIT OF A CONCEPT FOR ILLUSTRATIVE
PURPOSES. PROPERTY BOUNDARY COMPILED FROM AVAILABLE
PUBLIC SOURCES. BOUNDARY SURVEY & PLAT WOULD BE REQUIRED
TO CONTINUE WITH SUBDIVISION OF PROPERTY.

GRAPHIC SCALE



SHEET 1 OF 2

THIS DRAWING IS THE PROPERTY OF CANEBRAKE
ENGINEERING + SURVEYING, LLC. IT MAY NOT BE USED,
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CANEBRAKE ENGINEERING + SURVEYING, LLC. OR AS REQUIRED BY LAW.

CANEBRAKE
ENGINEERING + SURVEYING
P.O. BOX 1330, CLINTON, SC 29325
864-833-4757 JOSEPH@CANEBRAKECIVIL.COM

PROJECT:

**OLD DIXIE
TRACT**

CLIENT:

**PEFKOS LAND
AND TIMBER, LLC**

AREA:

SPRINGFIELD

COUNTY:

EFFINGHAM

STATE:

GEORGIA

FIELD:

DRAFTED:

JTD

REVIEWED:

SCALE:

1"=500'

DRAWING: **21-028-E.DWG**

THIS DRAWING IS THE PROPERTY OF CANEBRAKE, LLC. FOR USE BY THE CLIENT. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN AUTHORIZATION OF CANEBRAKE, LLC OR AS REQUIRED BY LAW.

CANEBRAKE
ENGINEERING + SURVEYING
P.O. BOX 1330, CLINTON, SC 29325
864-833-4757 JOSEPH@CANEBRAKECIVIL.COM

PROJECT:

**OLD DIXIE
TRACT**

CLIENT:

**PEFKOS LAND
AND TIMBER, LLC**

AREA:

SPRINGFIELD

COUNTY:

EFFINGHAM

STATE:

GEORGIA

FIELD:

DRAFTED:

JTD

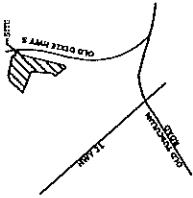
REVIEWED:

SCALE:

1"=80'

DRAWING: **21.028-E-DWG**

LOCATION MAP - NOT TO SCALE



SITE DATA:

SITE AREA: ±0.38 AC
TOTAL DISTURBED AREA: ±0.5 AC

JURISDICTION: EFFINGHAM COUNTY

PARCEL #: M006020102713

ZONING: AR-1

ADJOINING ZONING (USE): AR-1/AR-2/R-1
(SINGLE-FAMILY RESIDENTIAL)

PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

ZONING REQUIREMENTS:

MIN. LOT AREA: 5 ACRES

* MIN. LOT FRONTAGE: 150'

* MIN. * (REQUESTED VARIANCE)

FRONT SETBACK: 50'

REAR SETBACK: 50'

SIDE SETBACK: 25'

OLD DIXIE HIGHWAY S

ZONING VARIANCE FOR
REDUCED LOT FRONTAGE TO
RIGHT-OF-WAY. SEE SHEET 2
FOR ENLARGED VIEW.

SHARED DRIVEWAY WITH RECORDED ACCESS
EASEMENT / MAINTENANCE AGREEMENT

DRIVEWAY / RESIDENCE / IMPROVEMENTS
TO BE PERMITTED & CONSTRUCTED BY
PURCHASER OF EACH PARCEL

GRAPHIC SCALE
1 IN = 80 FT



MAP DATA

BOUNDARY SHOWN IS AN EXHIBIT OF A CONCEPT FOR ILLUSTRATIVE
PURPOSES. PROPERTY BOUNDARY COMPILED FROM AVAILABLE
PUBLIC SOURCES. BOUNDARY SURVEY & PLAT WOULD BE REQUIRED
TO CONTINUE WITH SUBDIVISION OF PROPERTY.

SHEET 2 OF 2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed
Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

12/16/2013 & 12/18/2013, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2225 page 945 & 405.

Owner's signature Thomas T. Holley Jr. Sole Member PeFkos
Owner's signature _____ (if applicable) LAND & Timber
Owner's signature _____ (if applicable) LLC

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,
conditional use, or rezoning of my property.

Name of Applicant/Agent: JOSEPH DYCHES

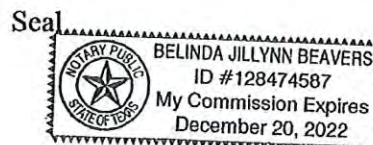
Address: 202 W MAIN STREET, CLINTON SC 29325

Telephone #: 864-833-4757 email: Joseph@CanebrakeCivil.com

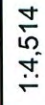
Personally appeared before me Thomas T. Holley Jr.
who swears that the information contained in this authorization is true and correct to the best
of his/her knowledge and belief.

Notary: Belinda Jillynn Beavers

Date: 4-22-2021



PB Presentment 16
June 15, 2021



EffinghamCountyZoneClass

Road Centerlin
Collector
Freeway

Highway
Local
Major Arterial

Railroad_4K

Esri, Inc., City of Naperville, Illinois, Maxar

ArcGIS Web AppBuilder
Maxar | Esri, Inc., City of Naperville, Illinois |

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 (Joseph Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36) from R-1 to AR-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 (**Joseph Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36)** from **R-1** to **AR-1** zoning.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 (**Joseph Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36)** from **R-1** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 (**Joseph Dyches as Agent for PEFKOS LAND & TIMBER, LLC – (Map # 364A Parcel # 36)** from R-1 to AR-1 zoning.

- Yes No 1. Is this proposal inconsistent with the county's master plan?
- Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No 7. Are nearby residents opposed to the proposed zoning change?
- Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Joseph Dyches as Agent for **PEFKOS LAND & TIMBER, LLC** requests to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent parcel. Located at 1445 Old Dixie Highway.

Map# 364A Parcel# 36

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to **rezone** 0.9 acres from **R-1** to **AR-1** to allow for combination with an adjacent AR-1 parcel, 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 Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant plans to combine the .9-acre parcel with the adjacent 139.7-acre parcel, to provide access to Old Dixie Hwy.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 0.9 acres from **R-1** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to rezone 0.9 acres from **R-1** to **AR-1**, with the following conditions:
 1. The lot shall meet the requirements of the AR-1 zoning district.
 2. Recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to rezone 0.9 acres from **R-1** to **AR-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

364A-36

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

364A-36

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, JOSEPH DYCHES as agent for PEFKOS LAND & TIMBER, LLC, has filed an application to rezone ninety hundredths (0.9) +/- acres; from R-1 to AR-1, to allow for recombination with an adjacent parcel; map and parcel number 364A-36, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT ninety hundredths (0.9) +/- acres; map and parcel number 364A-36, located in the 3rd commissioner district is rezoned from R-1 to AR-1, with the following conditions:

1. The lot shall meet the requirements of the AR-1 zoning district.
2. Recombination plat must be approved by the Zoning Administrator, 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: Variance (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Joseph Dyches** as Agent for **PEFKOS LAND & TIMBER, LLC** requests a **variance** to waive the 150' lot frontage required for an AR-1 zoned parcel. Located at 1445 Old Dixie Highway, zoned AR-1 & R-1/proposed zoning AR-1.

Map# 364A Parcel# 36
Map# 364 Parcel# 31

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with conditions.

Executive Summary/Background

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

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

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

- The timber tract is landlocked without the parcel that fronts on Old Dixie Hwy.
- The owner plans to combine the parcels and then split the tract into two parcels for sale as estate lots. Both parcels will have driveway access to Old Dixie Hwy.
- The parcels will be limited to a single, shared, culvert for access control to Old Dixie Hwy, which is a county maintained road.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
 - A single culvert will access Old Dixie Hwy.
 - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

- Approve** request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
 - A single culvert will access Old Dixie Hwy.
 - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Deny** request to waive the 150' lot frontage required for an **AR-1** zoned parcel

Recommended Alternative: 1

Department Review: Development Services

Attachments:

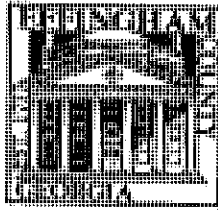
- Variance application
- Ownership certificate

Other Alternative: 2

FUNDING: N/A

Attachments:

- Site plan
- Aerial photograph



EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 4/22/2021

APPLICANT/AGENT NAME Joseph Dyches

APPLICANT/AGENT EMAIL: Joseph@CanebrakeCivil.com

APPLICANT/AGENT PHONE #: 843-441-2630 (m) / 864-833-4757 (o)

PROPERTY OWNER(s): PEFKOS LAND & TIMBER LLC

PROPERTY OWNER PHONE #: 940-781-6047 **EMAIL** THOLLEY103@AOL.COM

MAILING ADDRESS P.O. Box 3602, Wichita Falls, TX 76301

PROPERTY LOCATION 1445 Old Dixie Highway

PHONE # _____ **EMAIL ADDRESS** _____

MAP # 0364A / 364

PARCEL # 0364A036 / 03640031

ZONING AR-1

ACREAGE +/-143.1

NAME OF DEVELOPMENT (IF APPLICABLE)

N/A

**SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE /
CONDITIONAL USE IS REQUESTED**

ARTICLE V - 5.1.4 "MINIMUM LOT FRONTAGE"

DESCRIBE THE REQUESTED VARIANCE / CONDITIONAL USE

Request variance from "Minimum Lot Frontage" identified in Zoning Ordinance Article V - 5.1.4, pertaining to the AR-1 zoning district.

EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

Request is to facilitate the recombination of two parcels (0.9 ac / +/-142 ac) such that two parcels of similar acreage can be created and marketed as estate properties. Currently the 0.9 acre parcel is the only means of access to the larger area.

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

☒ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCIBLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.

☒ OWNERSHIP CERTIFICATE

☒ FILING FEE - \$200.00

☒ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN Joseph T. Dyche, Jr. DATE 4/22/2021

*****Please include a copy of the plat identifying existing structures and imply future structures*****

OFFICIAL USE ONLY

DATE RECEIVED _____ TIME _____ ACCEPTED BY _____

DATE APPROVED BY COUNTY COMMISSIONERS _____

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed
Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

12/16/2013 & 12/18/2013, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 2225 page 945 & 405.

Owner's signature Thomas T. Helley Jr. Sole Member Pe Fikos
Owner's signature _____ (if applicable) Land & Timber
Owner's signature _____ (if applicable) LLC

AUTHORIZATION OF PROPERTY OWNER

(Please complete this section if the owner is giving another person authority
to act on their behalf)

I authorize the person named below to act as applicant/agent in the pursuit of a variance,
conditional use, or rezoning of my property.

Name of Applicant/Agent: JOSEPH DYCHES

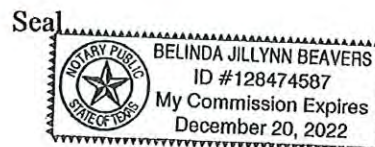
Address: 202 W MAIN STREET, CLINTON SC 29325

Telephone #: 864-833-4757 email: Joseph@CanebrakeCivil.com

Personally appeared before me Thomas T. Helley Jr.
who swears that the information contained in this authorization is true and correct to the best
of his/her knowledge and belief.

Notary: Belinda Jillynn Beavers

Date: 4-22-2021



SITE DATA:

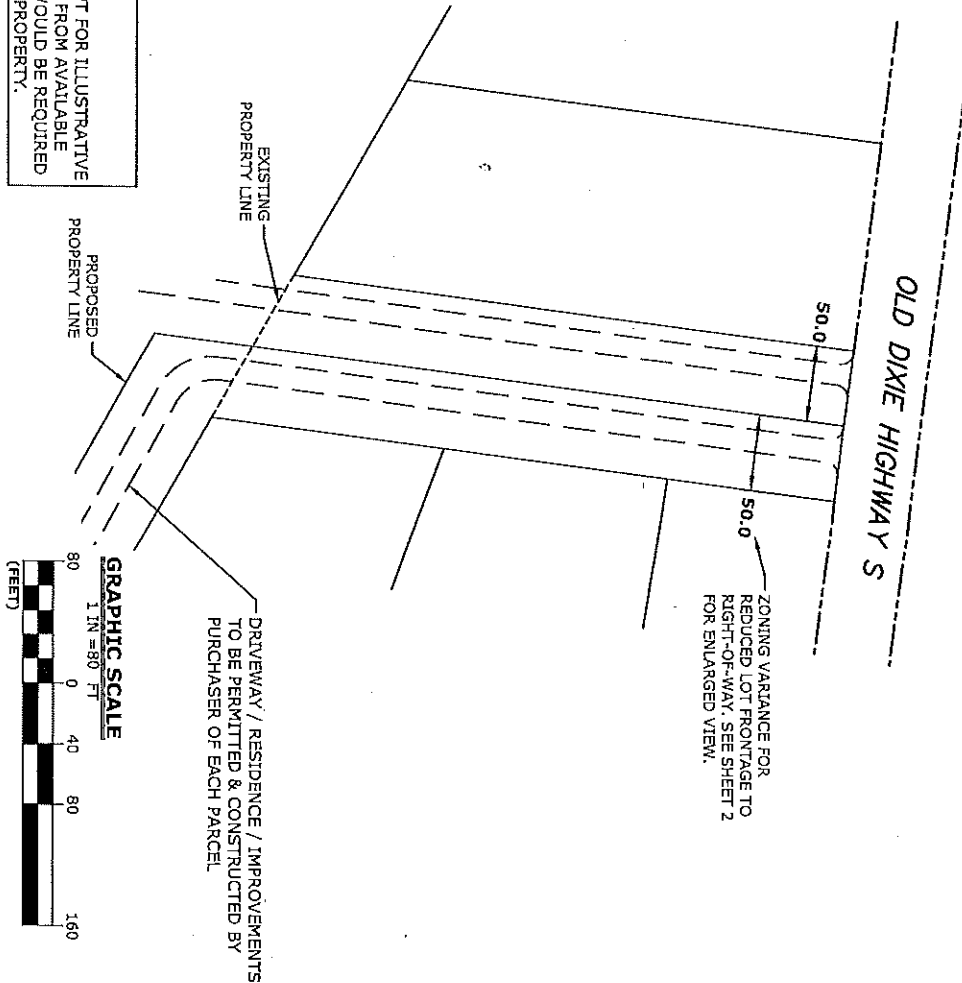
SITE AREA: #0.38 AC
TOTAL DISTURBED AREA: #0.5 AC
JURISDICTION: EFFINGHAM COUNTY
ZONING: AR-1
ADJOINING ZONING (USE): AR-1/AR-2/R-1
(SINGLE-FAMILY RESIDENTIAL)
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

ZONING REQUIREMENTS:

MIN. LOT AREA: 5 ACRES
* MIN. LOT FRONTAGE: 150'
* (REQUESTED VARIANCE)
FRONT SETBACK: 50'
REAR SETBACK: 50'
SIDE SETBACK: 25'

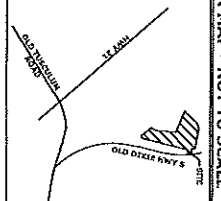
BOUNDARY SHOWN IS AN EXHIBIT OF A CONCEPT FOR ILLUSTRATIVE PURPOSES. PROPERTY BOUNDARY COMPILED FROM AVAILABLE PUBLIC SOURCES. BOUNDARY SURVEY & PLAT WOULD BE REQUIRED TO CONTINUE WITH SUBDIVISION OF PROPERTY.

MAP DATA



SHEET 2 OF 2

LOCATION MAP - NOT TO SCALE



CANE BRAKE
ENGINEERING + SURVEYING

P.O. BOX 1330, CLINTON, SC 29325
864-833-4757 JOSEPH@CANE BRAKE CIVIL.COM

PROJECT:

OLD DIXIE
TRACT

CLIENT:

PEFKOS LAND
AND TIMBER, LLC

AREA:

SPRINGFIELD

COUNTY:

EFFINGHAM

STATE:

GEORGIA

FIELD:

DRAFTED:

JTD

REVIEWED:

SCALE:

1"=80'

DRAWING:

21.028-EDWG

THIS DRAWING IS THE PROPERTY OF CANE BRAKE ENGINEERING + SURVEYING. IT IS NOT TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN AUTHORIZATION OF CANE BRAKE ENGINEERING + SURVEYING, LLC. ANY VIOLATION WILL BE PROSECUTED IN LAW.

June 15, 2021

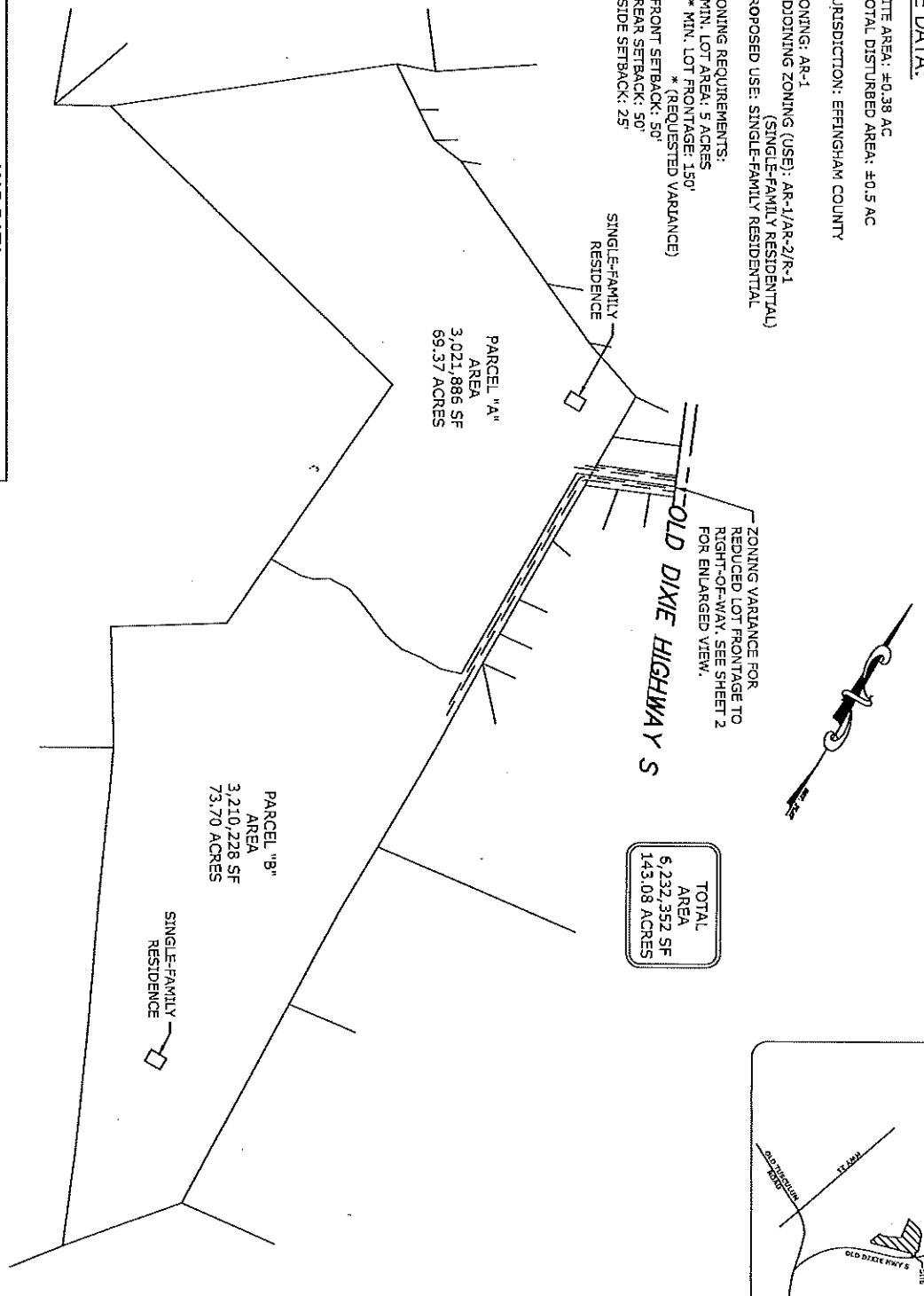
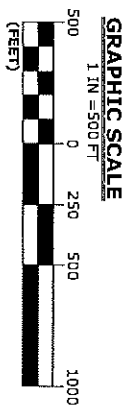
SITE DATA:

SITE AREA: #0.38 AC
 TOTAL DISTURBED AREA: #0.5 AC
 JURISDICTION: EFFINGHAM COUNTY
 ZONING: AR-1
 ADJOINING ZONING (USE): AR-1/AR-2/R-1
 PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

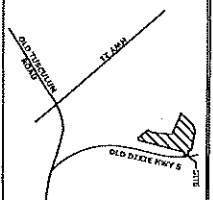
ZONING REQUIREMENTS:
 MIN. LOT AREA: 5 ACRES
 * MIN. LOT FRONTAGE: 150'
 * (REQUESTED VARIANCE)
 FRONT SETBACK: 50'
 REAR SETBACK: 50'
 SIDE SETBACK: 25'

MAP DATA

BOUNDARY SHOWN IS AN EXHIBIT OF A CONCEPT FOR ILLUSTRATIVE PURPOSES. PROPERTY BOUNDARY COMPILED FROM AVAILABLE PUBLIC SOURCES. BOUNDARY SURVEY & PLAT WOULD BE REQUIRED TO CONTINUE WITH SUBDIVISION OF PROPERTY.



LOCATION MAP - NOT TO SCALE



CANE BRAKE
 ENGINEERING + SURVEYING

P.O. BOX 1330, CLINTON, SC 29325
 864-833-4757 JOSEPH@CANE BRAKE CIVIL.COM

PROJECT:

**OLD DIXIE
 TRACT**

CLIENT:

**PEFKOS LAND
 AND TIMBER, LLC**

AREA:

SPRINGFIELD

COUNTY:

EFFINGHAM

STATE:

GEORGIA

FIELD:

DRAFTED: JTD

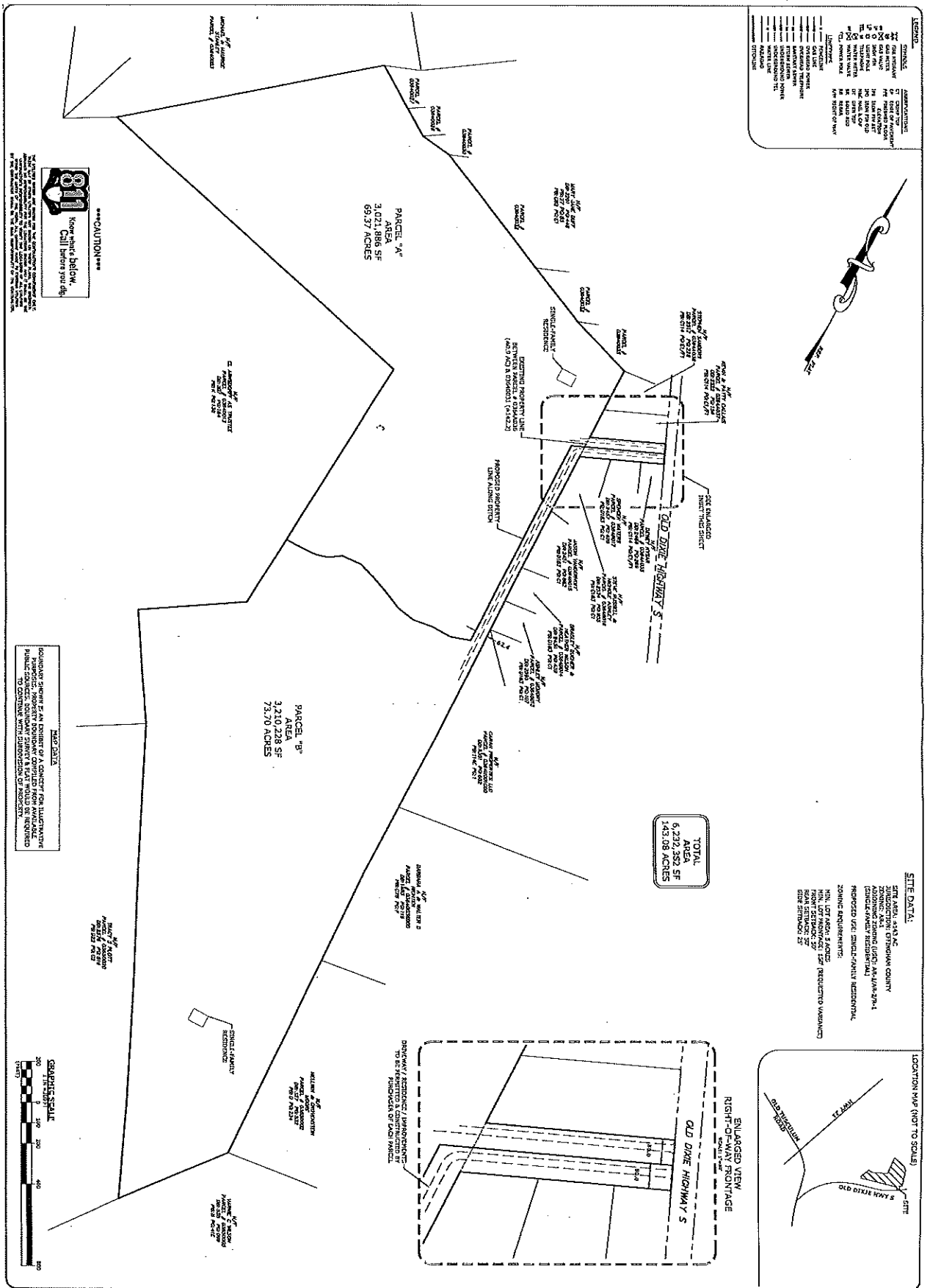
REVIEWED:

SCALE: 1" = 500'

DRAWING: 21.028-ELD.WG

SHEET 1 OF 2

THIS DRAWING IS THE PROPERTY OF CANE BRAKE ENGINEERING + SURVEYING, LLC. FOR USE BY THE CLIENT, IT MAY NOT BE USED, REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN PERMISSION OF CANE BRAKE ENGINEERING + SURVEYING, LLC. OR AS REQUIRED BY LAW.



SITE DATA:

SITE: 143.08 ACRES
ZONING: R-1 (RESIDENTIAL)
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL
ZONING REQUIREMENTS:
MIN. LOT AREA: 1.0 AC
MIN. LOT FRONTAGE: 100 FT
MIN. LOT DEPTH: 100 FT
MIN. SETBACK: 25 FT
MIN. SIDE SETBACK: 25 FT
MIN. REAR SETBACK: 25 FT

LOCATION MAP (NOT TO SCALE)

CANE BRAKE
ENGINEERING + SURVEYING
P.O. BOX 1336, CLINTON, SC 29325
864-833-4757 JOSEPH@CANE BRAKE CIVIL.COM

OLD DODGE TRACT

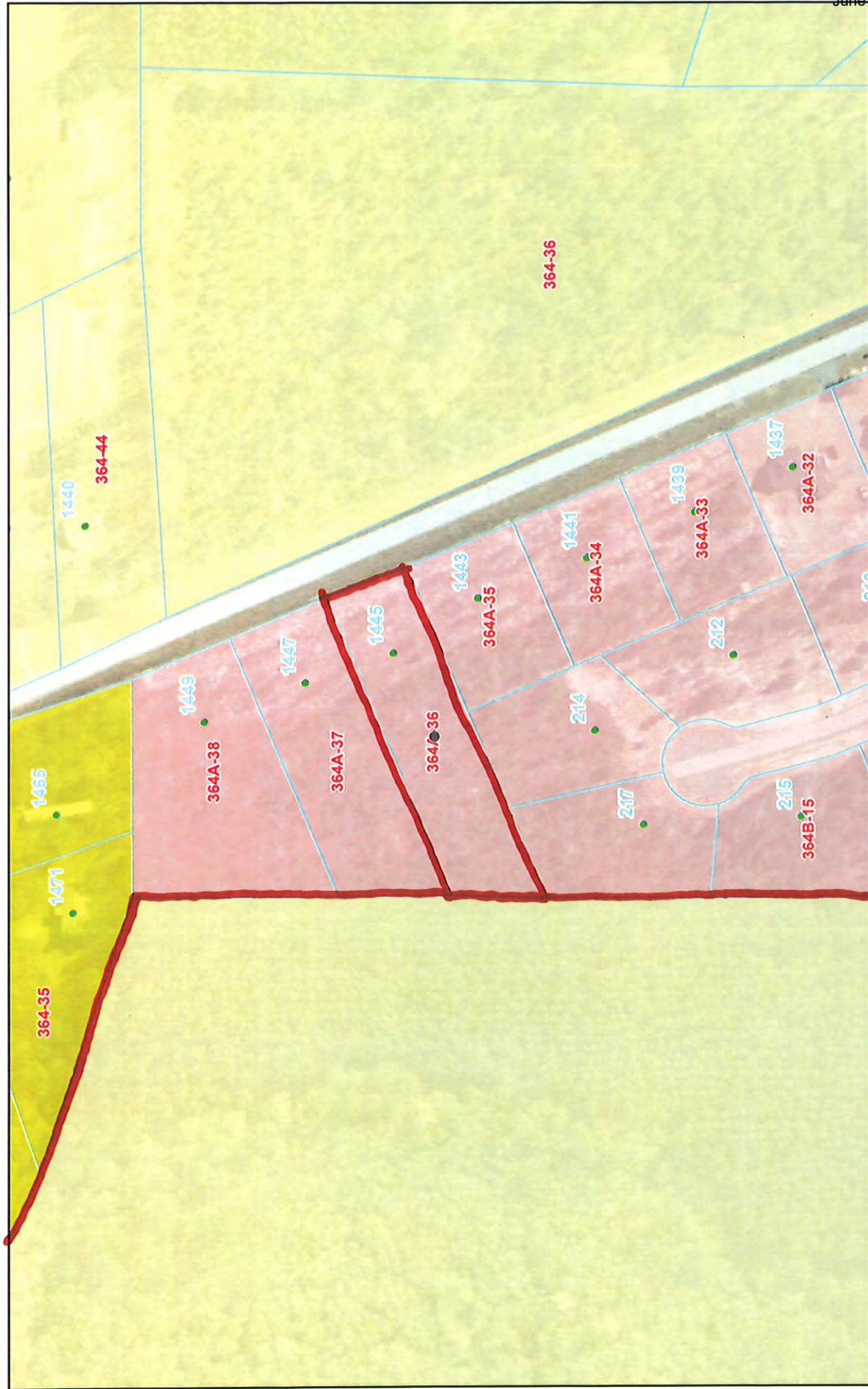
OWNER: CLIENT
PERKINS LAND AND TIMBER LLC

DATE: 06/15/2021
PROJECT: EFFINGHAM

FIELD: GEORGIA
SCALE: 1" = 100'
DATE: 06/15/2021
DRAWN: JTD
CHECKED: JTD
APPROVED: JTD

EX

1445 Old Dixie Hwy



4/28/2021, 4:05:26 PM

EffinghamCountyZoneClass

AR-1

AR-2

R-1

County

CountyBoundary_2K

Road Centerlines_2K

Collector

Freeway

Highway

Local

Major Arterial

Minor Arterial

Railroad_2K

Image

Red

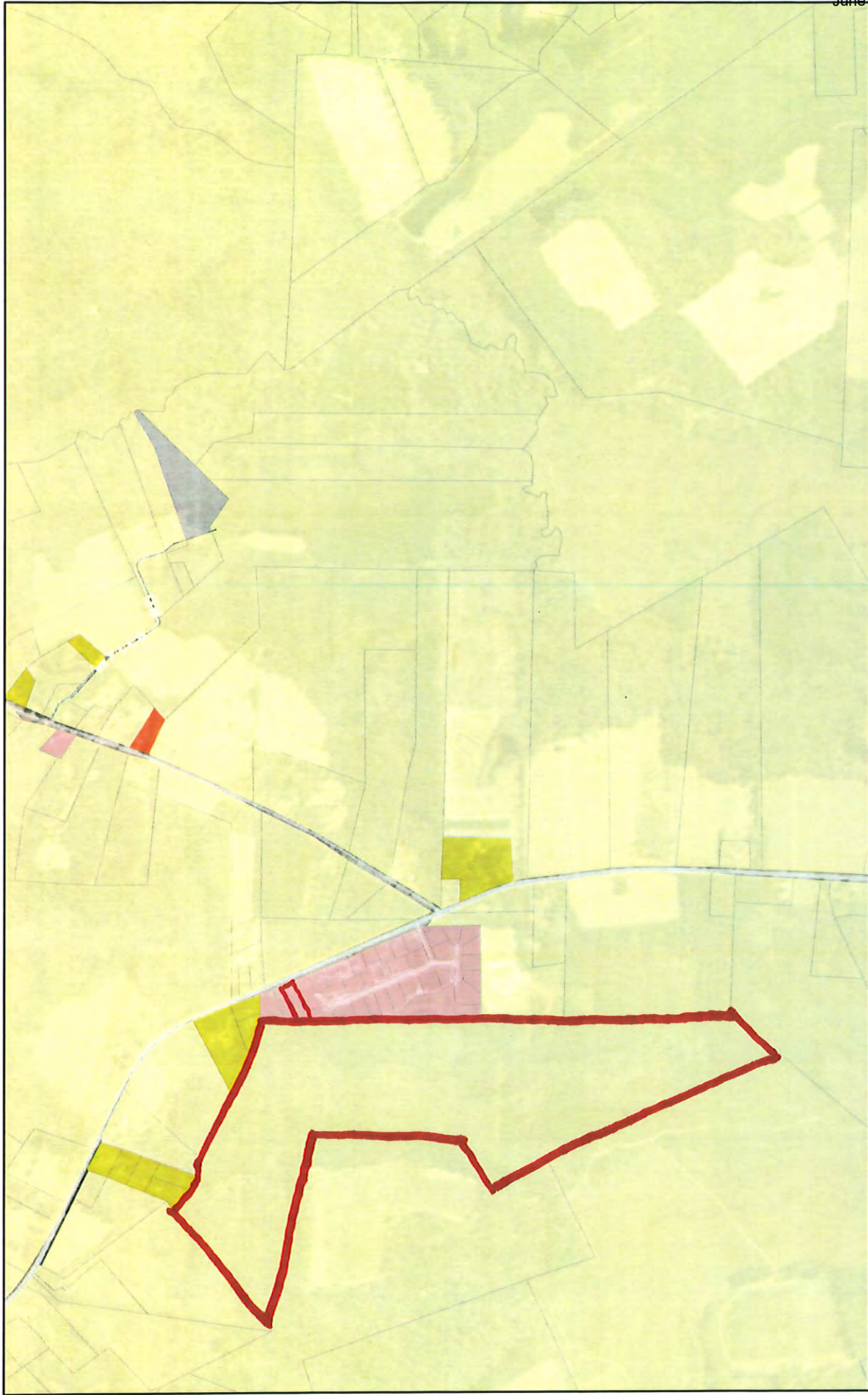
Green

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

1445 Old Dixie Hwy



4/28/2021, 4:35:13 PM

EffinghamCountyZoneClass

- AR-1
- AR-2
- R-1
- B-2
- Other

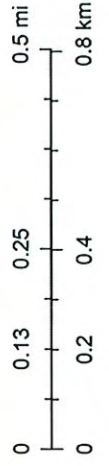
County

CountyBoundary_18K

Road Centerlines_18K

- Collector
- Freeway
- Highway
- Local
- Major Arterial
- Minor Arterial
- Railroad_18K

1:18,056



Esri, Inc., City of Naperville, Illinois, Maxar

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Joseph Dyches as Agent for **PEFKOS LAND & TIMBER, LLC** requests a **variance** to waive the 150' lot frontage required for an AR-1 zoned parcel. Located at 1445 Old Dixie Highway, zoned AR-1 & R-1/proposed zoning AR-1.

Map# 364A Parcel# 36
Map# 364 Parcel# 31

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with conditions.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The timber tract is landlocked without the parcel that fronts on Old Dixie Hwy.
- The owner plans to combine the parcels and then split the tract into two parcels for sale as estate lots. Both parcels will have driveway access to Old Dixie Hwy.
- The parcels will be limited to a single, shared, culvert for access control to Old Dixie Hwy, which is a county maintained road.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
 - A single culvert will access Old Dixie Hwy.
 - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

- Approve** request to waive the 150' lot frontage required for an **AR-1** zoned parcel, with the following conditions:
 - A single culvert will access Old Dixie Hwy.
 - Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.
- Deny** request to waive the 150' lot frontage required for an **AR-1** zoned parcel

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Zoning Map Amendment

Other Alternative: 2

FUNDING: N/A

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

364A-36 & 364-31

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

364A-36 & 364-31

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, JOSEPH DYCHES as agent for PEFKOS LAND & TIMBER, LLC, has filed an application for a variance from the AR-1 requirement for 150' road frontage; map and parcel number 364A-36 & 364-31, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a variance from the AR-1 requirement for 150' road frontage; map and parcel number 364A-36 & 364-31, located in the 3rd commissioner district is approved, with the following conditions:

1. A single culvert will access Old Dixie Hwy.
2. Lots accessing Old Dixie Hwy must have a shared maintenance agreement or shared access easement on the parcel fronting on Old Dixie Hwy.

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: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Jason & Nicole Rahn** request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine. Located on Indigo Road.

Map# 425 Parcels# 26,27, 27A

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine, 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 Article V-Uses Permitted in Districts.
- Pursuant to Sec. 3.17.3.3, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- The surface mine began operations at this site since initial approval in 2003. The conditions of that rezoning included a requirement that the I-1 zoning revert to AR-1 after five years.
- Due to planned expansion, the operator applied to EPD for a permit revision. Pursuant to O.C.G.A 12-4-75 of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- As the property is currently AR-1, staff is unable to confirm zoning compliance, so the permit is on hold.
- The owner/operator wishes to finish the pond and close out the mining permit.
- Indigo Road is not a designated Truck Route.
- A Traffic Study may be necessary to determine whether road improvements are necessary.
- At the May 24 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
 2. A traffic impact study meeting the requirements of the county engineer shall be submitted to Development Services.
 3. Applicant shall obtain a Timber Permit from Development Services prior to removal of any trees outside the buffer area.
 4. The development shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands** and **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**.
 5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
 6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 7. All wetland impacts shall be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services before mine operations begin.
 8. The applicant shall notify the Development Services Department at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.

- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
 2. A traffic impact study meeting the requirements of the county engineer shall be submitted to Development Services.
 3. Applicant shall obtain a Timber Permit from Development Services prior to removal of any trees outside the buffer area.
 4. The development shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands** and **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**.
 5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
 6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 7. All wetland impacts shall be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services before mine operations begin.
 8. The applicant shall notify the Development Services Department at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
2. **Deny** the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1**.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization
3. 2003 Zoning Map Amendment
4. EPD letter

5. Plat
6. Aerial photograph
7. Deed

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Jason and Nicole Rahn Date 4-21-21
Applicant email address nicolerahn@themcgraleyco.com Phone # 912-656-0851
Property owner(s) Jason and Nicole Rahn email nicolerahn@themcgraleyco.com
Telephone Number (912) 656-0851
Mailing Address 955 Indigo Rd, Springfield, Ga 31329
Property location Indigo Rd, Effingham County
Present zoning AR-1
Proposed zoning I-1
Present land-use Surface Mine / Pond
Proposed land-use Surface Mine / Pond
Tax Map # 425-26 / 425-27A / 425-27 Parcel # _____ Lot # _____
Total Acres 257.38 Acres to be rezoned 39.65
Lot characteristics _____
Water _____ Public _____ ☒ Private Sewer _____ Public _____ ☒ Private
Proposed access Existing road for site off of Indigo Rd. (County Road)
Justification Zoning for Industrial expired. Need to zone back Industrial to complete surface mine and reclaim as a pond
List the zoning of the other property in the vicinity of the property you wish to rezone:
North AR-1 South AR-1
East CSX Railroad West AR-1

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

The property is currently used as a surface mine for dirt.

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

No, the property needs rezoning to continue with the surface mine.

The mine needs to be completed in the near future so that it can be reclaimed a farm pond.

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

Surface mine, there will be no change in use. It will be reclaimed as a farm pond once complete.

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

Farmland, timber, rail road, and other AR-1 land.

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 surface mine has been active for years with no problems. Immediate adjacent properties are owned by applicant or their family.

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, The mine use is what is currently being done. This needs to continue to complete the mine and reclaim. Indigo road was recently resurfaced on the end near the the mine and trucks go to Clyo Stillwell Road from there.

2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

Jason and Nicole Rahn, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2596 page 67
2594 978

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature [Signature]
Print Nicole Rahn

Owner's signature _____
Print _____

Owner's signature _____
Print _____

Sworn and subscribed before me this 21 day of April, 2021.

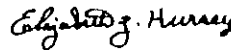
[Signature]
Notary Public, State of Georgia



6649504010
PARTICIPANT ID

BK:2596 PG:67-68
D2020005133

FILED IN OFFICE
CLERK OF COURT
06/01/2020 09:24 AM
ELIZABETH Z. MURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



PT-61 051-2020-001415

RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P.O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of May, 2020, between ORADY Q. RAHN of the FIRST PART, and JASON C. RAHN and SUSAN NICHOLE RAHN of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Thirty-Nine and Thirty-Seven Hundredths (39.37) acres, more or less, which consists of a 5.46 acres tract and a 33.90 acres tract as shown on the survey thereof hereinafter referred to. Said parcel of land as a whole being bounded on the North by lands of H.B. Rahn, Jr.; on the East by the CSX Railroad right-of-way; on the South by Indigo Public Road, known as County Road No. 115, and by lands of Eva R. Bentson, and on the West by lands of H.B. Rahn, Jr.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated January 10, 2007 and the plat drawn December 11, 2007, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 181-D-1, for better determining the metes and bounds of said lands herein conveyed.

The 5.46 acres tract of land having been conveyed by deed from D. Irvin Zoller to H.B. Rahn, Jr. dated April 30, 2007 and recorded in said Clerk's Office in Deed Book 1812, Page 185.

The 33.90 acres tract of land having been conveyed by deed from Frances Rahn Yount to H.B. Rahn, Jr. dated September 19, 2002 and recorded in said Clerk's Office in Deed Book 873, Page 218 and in which deed the land was referred to as containing 34 acres but actual survey showed 33.90 acres.

This being the same properties conveyed by foreclosure deed from H.B. Rahn, Jr. by and through his attorney-in-fact, Citizens Bank of Effingham to Citizens Bank of Effingham dated November 2, 2010 and recorded in said Clerk's Office in Deed Book 2976, Page 11.

ALSO, ALL that certain tract or parcel of land in the 11th O.M. District of Effingham County, Georgia, about Five and One-Half (5.5) miles Northeast of the City of Springfield, on the Seaboard-Coast Line Railway, containing One Hundred One and One-Tenth (101.1) acres, more or less, and being bounded now or formerly on the Northwest by lands of A.L. Exley Estates, lands of M.M. Exley, lands of Reiser and Rahn, and by a County Road; on the East by the right-of-way of the Seaboard-Coast Railway Company, and on the South by lands of E.K. Rahn, lands of James Edwards, and by lands of Walter Zoller, and being all of that tract conveyed by John W. Reiser as Administrator of the Estate of W. Bartow Reiser on July 3, 1932, in accordance with agreements to divide in kind to John W. Reiser by deed recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Record Book 108, Pages 74-75, except that portion west of the County Roads, all of which is more accurately, particularly and completely shown by that map or plat thereof made July 7, 1972 for the Georgia-Pacific Corporation out of lands of John William Reiser by Paul Weitman, county Surveyor, as recorded in Effingham County Surveyor's Record Book "J", Page 163, aforesaid records, which plat is specifically incorporated herein and made a part hereof.

LESS AND EXCEPT, 1.5 acres conveyed to The Berryville Baptist Church from Georgia-Pacific Corporation by deed dated the 12th day of August, 1975, recorded in Deed Book 173, Page 549, aforesaid records.

This being the same property conveyed by Foreclosure Deed from H.B. Rahn, Jr. aka H.B. Rahn by and through his attorney-in-fact, Citizens Bank of Effingham dated November 2, 2010 and recorded in said Clerk's Office in Deed Book 1976, Page 14.

BK:2596 PG:68

ALSO, ALL that certain tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Two Hundred Twenty-Six (226) acres, more or less, lying on the West side of the Railroad right-of-way now or formerly known as the Seaboard Air Line Railway and being bounded now or formerly on the North by lands of W.B. Reiser, on the East by the right-of-way of said railway; on the South by lands of B.M. Dasher and by lands of the Estate of John Helmly, and on the West by lands of W.B. Reiser.

Express reference is hereby made to a plat of said lands made by D.M. Weitman County Surveyor, Effingham County, Georgia, dated April 30, 1914 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book "F", Page 172, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by foreclosure deed from H.B. Rahn by and through his attorney-in-fact, Citizens Bank of Effingham to Citizens Bank of Effingham dated November 2, 2010 and recorded in said Clerk's Office in Deed Book 1976, Page 8.

SUBJECT, to restrictive covenants and easements of record.

These being the same properties conveyed by assignment for Federal Deposit Insurance Corporation as Receiver of Citizens Bank of Effingham, Springfield, Georgia, to HeritageBank of the South dated February 18, 2011 and recorded in said Clerk's Office in Deed Book 2035, Page 285.

This also being the same property conveyed by Limited Warranty Deed from HeritageBank of the South to Grady Q. Rahn dated April 16, 2012 and recorded in said Clerk's Office in Deed Book 2088, Page 379.

TITLE NOT CERTIFIED BY SCRIVENER.

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 property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, then to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the first party, for his heirs, executors and administrators, will warranty and forever defend the right and title to the above described property unto the said parties of the second party, their heirs and assigns, against the lawful claims of all persons whomsoever.

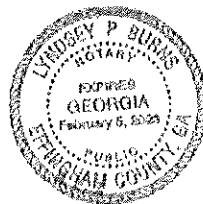
IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

 (SEAL)
GRADY Q. RAHN

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public



BP

**STATE OF GEORGIA
EFFINGHAM COUNTY**

**AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
86-37**

**AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND
PARCEL NO. 86-37 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, H. B. Rahn has filed an application to rezone 35 acres; map and parcel number
86-37 consisting of 35 acres, shown on the attached map and plat, located in the 3rd commissioner district, from AR-1
to I-1; and

WHEREAS, notice of this hearing was published in the Effingham County Herald on 9/3/03; 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 9/3/03; and

WHEREAS, signs giving notice of all public hearings were placed on the property by the Zoning Administrator
on 9/8/03;

IT IS HEREBY ORDAINED THAT 35 acres map and parcel number 86-37, consisting of 35 acres, located in
the 3rd commissioner district, is rezoned from AR-1 to I-1 and

IT IS FURTHER ORDAINED that the following special conditions shall attach to this rezoning decision:

1. The rezoning applies to only 35 acres of the 226 acre site.
2. Mr. Rahn will be responsible for the mining operation for the duration of the mining process; mining will not be sub-contracted or contracted for anyone else.
3. Mining is limited to a five year period for the date of approval of the rezoning by the Board of Commissioners.
4. An agreement with OMI will be provided for the necessary road maintenance.
5. 200 foot setbacks will be required.
6. The zoning will revert back to AR-1 at the end of the five year mining period.
7. The operation hours will be 7:00 am to 4:00 pm five days a week, unless an emergency necessitates Effingham County remove material outside those hours.
8. Effingham County receives a copy of the State Bond.

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

This 4 day of November, 2003

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: W. E. Hoge

CHAIRMAN

ATTEST:

FIRST READING: 10/21/03

SECOND READING: 11/4/03

Sandra Andrews
SANDRA ANDREWS
EFFINGHAM COUNTY CLERK



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Land Protection Branch

4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

April 13, 2021

Ms. Nicole Rahn
The McGraley Company
955 Indigo Road
Springfield, Georgia 31329

SUBJECT: Amendment No. 1 Denied

Operator:	The McGraley Company
Mine Name :	Indigo Surface Mine
Surface Mine Number :	1544-13
Amendment :	1
County :	Effingham

Dear Ms. Rahn:

On June 1, 2020, the Georgia Environmental Protection Division (EPD) Surface Mining Unit received an application for Amendment No. 1 for the Indigo Surface Mine. This letter is to inform you that EPD has denied Amendment No. 1 due to subject mine not being able to provide documentation that the mining land use plan is consistent with the land use in the area (O.C.G.A.12-4-75(2)). On April 1, 2021, Effingham County Development Services Planning and Zoning provided EPD correspondence that the subject parcels 04250027, 04250027A and 04250026 are in the AR-1-Agricultural Residential Zoning District; any excavation activity that requires a Surface Mining Permit must be located within the I-1 zoning district.

In accordance with O.C.G.A.12-4-75(1) of the Surface Mining Act, the following mining violations were documented:

- To obtain from the director of the division a permit to conduct surface mining operations in the specified area of the mine. From EPD's understanding, the activity of Indigo Surface Mine is currently outside of the permitted area.

Within thirty (30) days of receipt of this letter, please submit a response on how the violation(s) noted above will be corrected. If further enforcement is needed, it will be covered in a separate document. Your cooperation in this matter will be appreciated. If you have any questions or concerns, please contact Michael Coughlan at 404.782.3391 or via email at mike.coughlan@dnr.ga.gov.

Sincerely,

Jamie Lancaster
Unit Manager
Surface Mining Unit

**THE EFFINGHAM COUNTY
COMMISSIONERS' MEETING**

The Board of Commissioners of Effingham County, Georgia, Mr. W. Gregg Howze, Chairman, Mrs. Verna H. Phillips, Vice-Chairwoman, Mr. Hubert C. Sapp, Mrs. Myra W. Lewis and Mr. Jeffrey A. Utley met in regular session at 5:00 P.M. on Tuesday October 21, 2003 in the Commissioners' Meeting Room at the Effingham County Administrative Complex.

PERSONS ATTENDING THE MEETING

Mr. Eric Gotwalt, Assistant County Attorney, Mr. David Rutherford, County Administrator, Mrs. Sandra Andrews, County Clerk, Mr. David Crawley, Zoning Administrator, Mrs. Sue Anderson, Purchasing Agent, Ms. Patrice Morris, Executive Assistant, Mr. Wayne T. McCullough, Mr. Gibson Huger, Mr. C. A. Carven, Mr. Wesley Parker, Mr. Lloyd Rogers, Mrs. LaTrelle Rogers, Mr. Wayne Winskie, Mrs. Gail Winskie, Mrs. Ruth Pauley, Mr. Rick Shores, Mrs. Bonnie Dixon, Mr. Theron Rahn, Mr. Al Mauro, Ms. Tammy Keliy, Mr. Denne Greenway, Ms. Lisa McClain, Mr. Terry Coleman, Mr. Donny Tuten, Mr. Darrell J. Carter, Mr. Paul V. Wendelken, Mr. Louise Riner, Mr. Stan Riner, Mr. Steve Murray, Ms. Vivian Hodges, Mr. Joe Maner, Mr. Don Guyer, Mr. T. E. Kirkland, Mr. Robert L. Davis, Mr. Warren Kennedy, Mr. Scott Martin, Mrs. Pam Martin, Mrs. Connie Burns, Ms. Patty Roberds, Mr. Thomas C. Dedel, Mr. Frank Arden, Ms. Gussie Nease, Mr. John H. Patterson, Mr. Vernon Altman and Mr. Ronnie Thompson.

CALL TO ORDER

Chairman Howze called the meeting to order.

AGENDA APPROVAL

Vice-Chairwoman Phillips made a motion to approve the agenda and add to new business, consideration to declare surplus 280 acres of county property on Low Ground Road and McCall Road, and change #7 of the Planning Board to read rezone one acre out of 10.62 acre tract. Commissioner Utley seconded the motion. The motion carried.

EXECUTIVE SESSION

At 5:10 PM Commissioner Sapp made a motion to go into Executive Session to discuss personnel, property and pending litigation. Commissioner Utley seconded the motion. The motion carried.

Assistant County Attorney Gotwalt, County Administrator Rutherford and the Commissioners discussed pending litigation and personnel.

(see copy of chairman's affidavit on minute book page number 237).

REGULAR SESSION

At 6:55 PM, Vice-Chairwoman Phillips made a motion to go back into regular session. Commissioner Sapp seconded the motion. The motion carried.

INVOCATION AND PLEDGE TO THE FLAG

Chairman Howze gave an invocation and led the audience in the Pledge of Allegiance to the Flag.

**STATE OF GEORGIA
EFFINGHAM COUNTY**

**AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
86-37**

**AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND
PARCEL NO. 86-37 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, H. B. Rahn has filed an application to rezone 35 acres; map and parcel number 86-37 consisting of 35 acres, shown on the attached map and plat, located in the 3rd commissioner district, from AR-1 to I-1; and

WHEREAS, notice of this hearing was published in the Effingham County Herald on 9/3/03; and

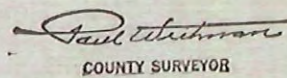
WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on 9/3/03; and

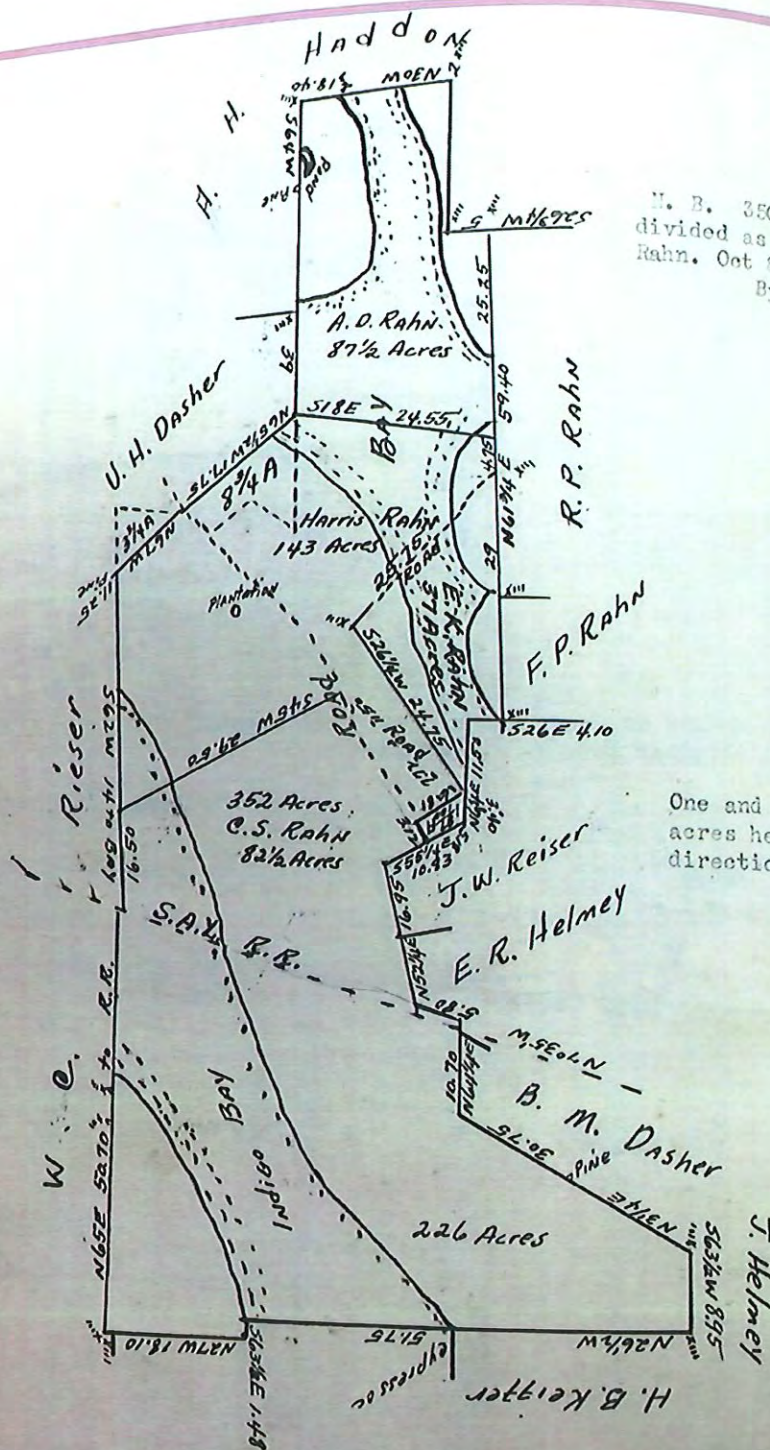
WHEREAS, signs giving notice of all public hearings were placed on the property by the Zoning Administrator on 9/8/03;

IT IS HEREBY ORDAINED THAT 35 acres map and parcel number 86-37, consisting of 35 acres, located in the 3rd commissioner district, is rezoned from AR-1 to I-1 and

IT IS FURTHER ORDAINED that the following special conditions shall attach to this rezoning decision:

1. The rezoning applies to only 35 acres of the 226 acre site.
2. Mr. Rahn will be responsible for the mining operation for the duration of the mining process; mining will not be sub-contracted or contracted for anyone else.
3. Mining is limited to a five year period for the date of approval of the rezoning by the Board of Commissioners.
4. An agreement with OMI will be provided for the necessary road maintenance.
5. 200 foot setbacks will be required.
6. The zoning will revert back to AR-1 at the end of the five year mining period.
7. The operation hours will be 7:00 am to 4:00 pm five days a week, unless an emergency necessitates Effingham County remove material outside those hours.
8. Effingham County receives a copy of the State Bond.

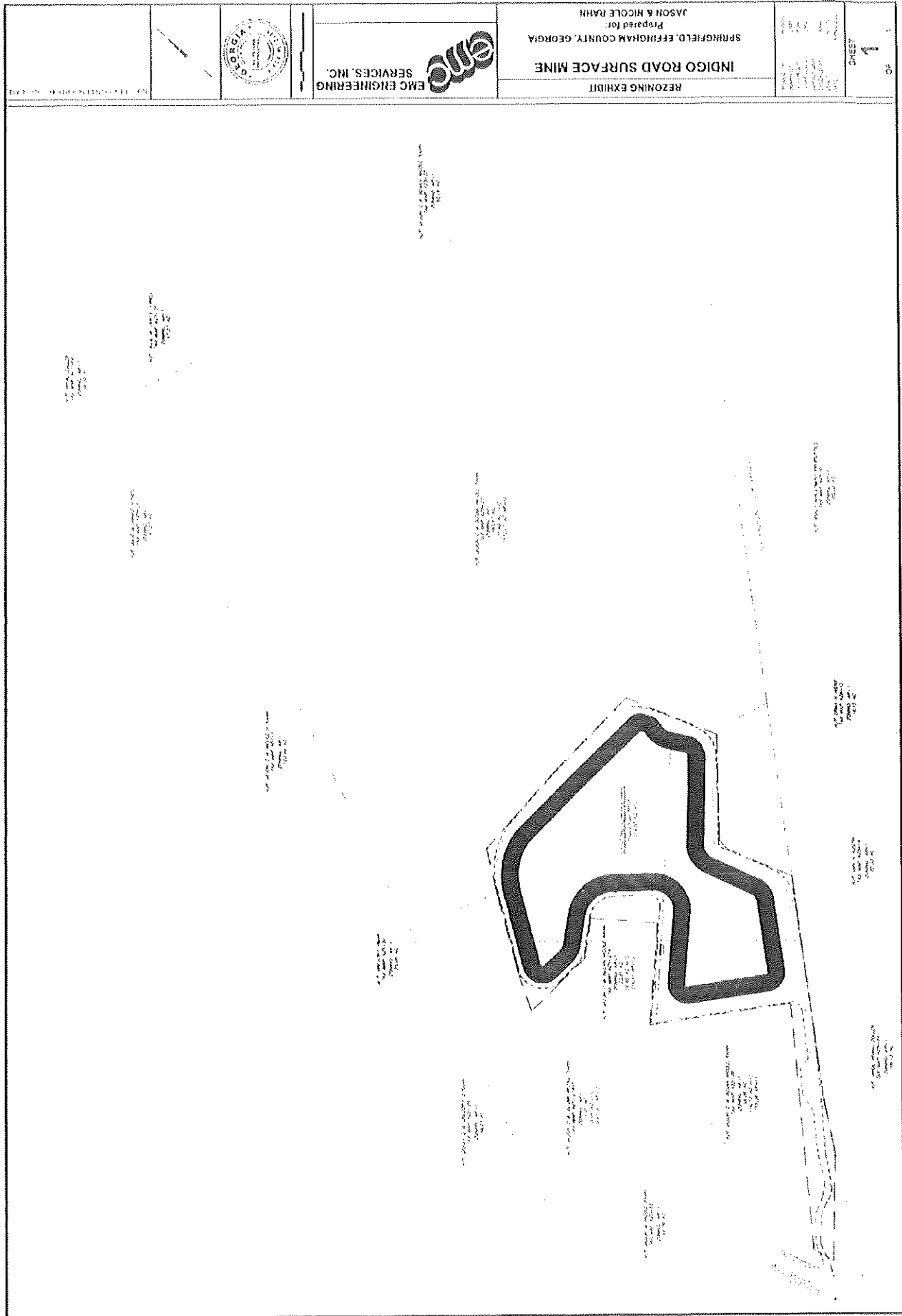




Georgia
Effingham County

Map of (578) five hundred and seventy eight acres of land as shown above and known as the
J. M. Dasher place resurveyed for Geo. Q. Rahn April 30, 1914.
Scale 20 ch. in an inch.

By D. M. Weitman, C. S.



SURFACE MINING LAND USE PLAN

FOR

INDIGO SURFACE MINE

EFFINGHAM COUNTY, GEORGIA

SURFACE MINE PERMIT NUMBER: 1455-13 AMENDMENT 1

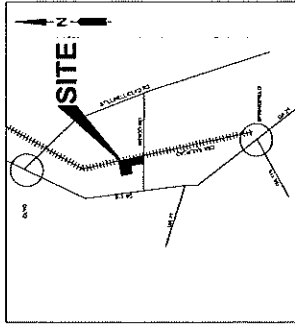
REVISED
MAY 2020

EMC PROJECT NO. 18-0056

DEVELOPER/RESPONSIBLE PARTY:
THE MCGRADY COMPANY / NICOLE RAHN
955 INDIGO RD
SPRINGFIELD, GA 31329
(912) 656-0851



EMC ENGINEERING SERVICES, INC.
ENVIRONMENTAL - MARINE - CIVIL - SURVEY



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

SHT NO.	DESCRIPTION
1	COVER
2	GENERAL AND EROSION CONTROL NOTES
3	SURFACE MINE LAND USE PLANS
4	RECLAMATION PLAN

SITE LATITUDE: N32.413889
LONGITUDE: W81.258333
24-HR CONTACT: NICOLE RAHN
955 INDIGO RD
SPRINGFIELD, GA 31329
912-656-0851

ENGINEER CONTACT: ALEC METZGER, PE
10 CANTAM CENTER SOUTH, SUITE 100
SAVANNAH, GA 31462
912-232-8533



EMC ENGINEERING SERVICES, INC.
10 CANTAM CENTER SOUTH, SUITE 100
SAVANNAH, GEORGIA 31462
PHONE: 912-232-8533
FAX: 912-232-8533
www.emc-eng.com

ENTRANCE SIGN DETAIL

[illegible]

POST CLOSURE NOTES

THE FOLLOWING ARE THE PERMANENT LACEDGES:

1. THE PRIMARY WATER BODY SHALL PROVIDE ADEQUATE WATER THREE FEET INCLUDING SEASONAL VARIATIONS IN WATER LEVELS.
2. THE WATER WITHIN ANY LAKE OR POND SHOWN ON THIS MAP SHALL BE USED FOR FISH AND WILDLIFE PURPOSES. UNDERSTANDING MAINTAINED EROSION CONTROL POLICE, PLANTED, ABANDONED EQUIPMENT, ETC.
3. IF THE DRAINAGE IS NOT TO BE USED AS A PERMANENT LACEDGE, THE AREA SHALL BE UTILIZED AS AGRICULTURE, FOREST AREA AND PLANTED WITH TREES.

EROSION AND SEDIMENT NARRATIVE NOTES:

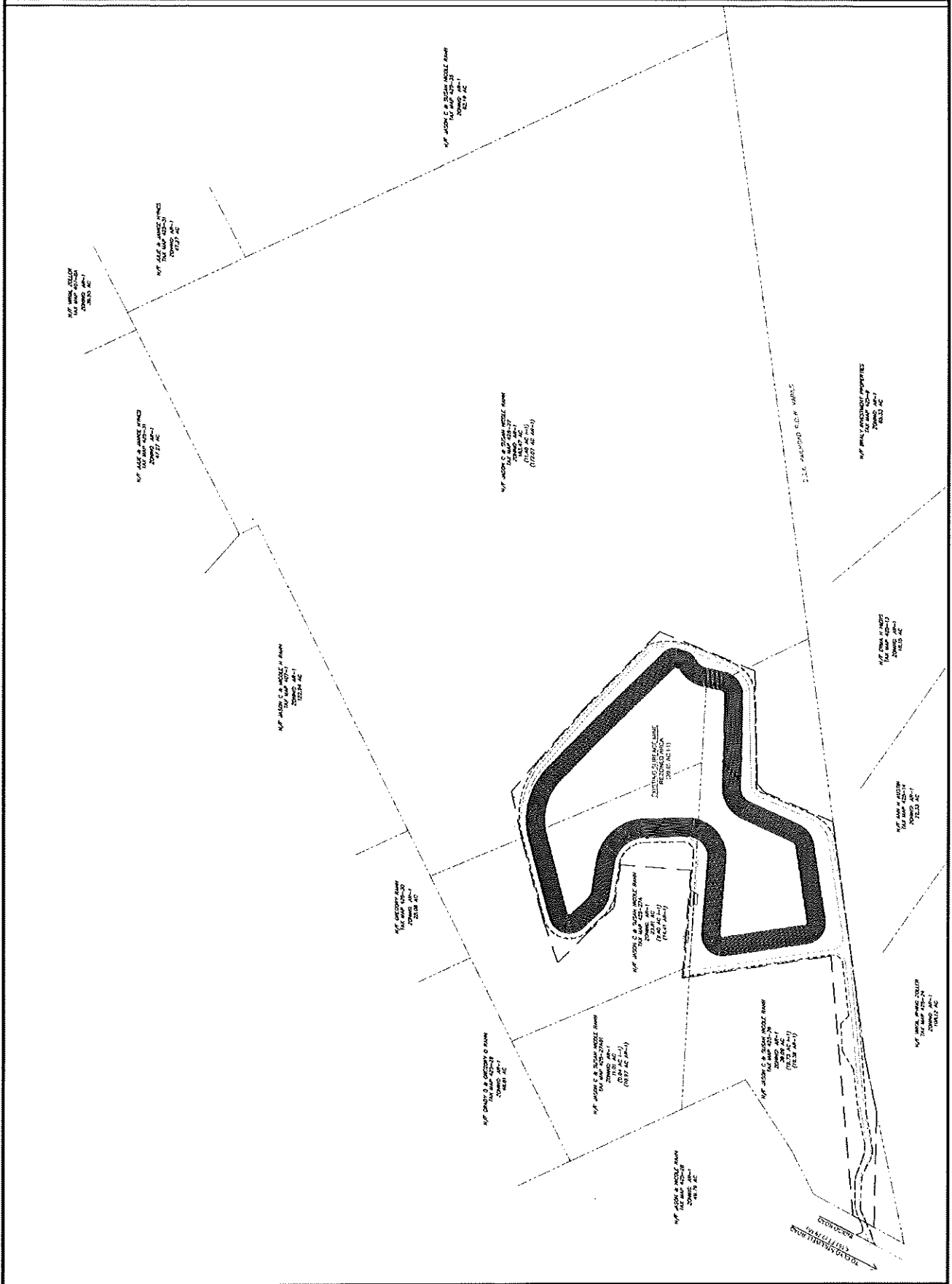
June 15, 2021
 SHEET 1 OF 1

INDIGO ROAD SURFACE MINE
 REZONING EXHIBIT
 Prepared for:
 JASON & NICOLE RAHN
 SPRINGFIELD, EFFINGHAM COUNTY, GEORGIA

EMC ENGINEERING
 SERVICES, INC.



NO. REVISION DESCRIPTION BY DATE



NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM CO. GA. COMMUNITY PANEL NO. 13007B 0080 THIS PROPERTY IS CLASSIFIED ZONE X-1 OUTSIDE THE 500 YEAR FLOODPLAIN

LINE NO.	BEARING	DISTANCE
L1	S85-31-35W	168.99'
L2	S85-25-55W	88.48'
L3	S85-31-12W	90.13'
L4	S85-31-14W	86.79'
L5	S85-31-14W	86.79'
L6	S85-48-02E	253.84'
L7	N63-47-55E	189.44'
L8	S01-28-04E	454.52'
L9	S62-33-08W	102.18'
L10	N42-36-48W	263.19'
L11	N27-08-58W	265.04'
L12	S28-43-43W	345.07'
L13	N48-14-17E	385.94'
L14	N47-01-12E	234.39'
L15	N43-04-28E	330.00'
L16	N35-34-27E	97.43'
L17	N46-57-17E	74.40'
L18	N88-10-00W	74.40'
L19	N62-08-39W	120.07'
L20		120.07'

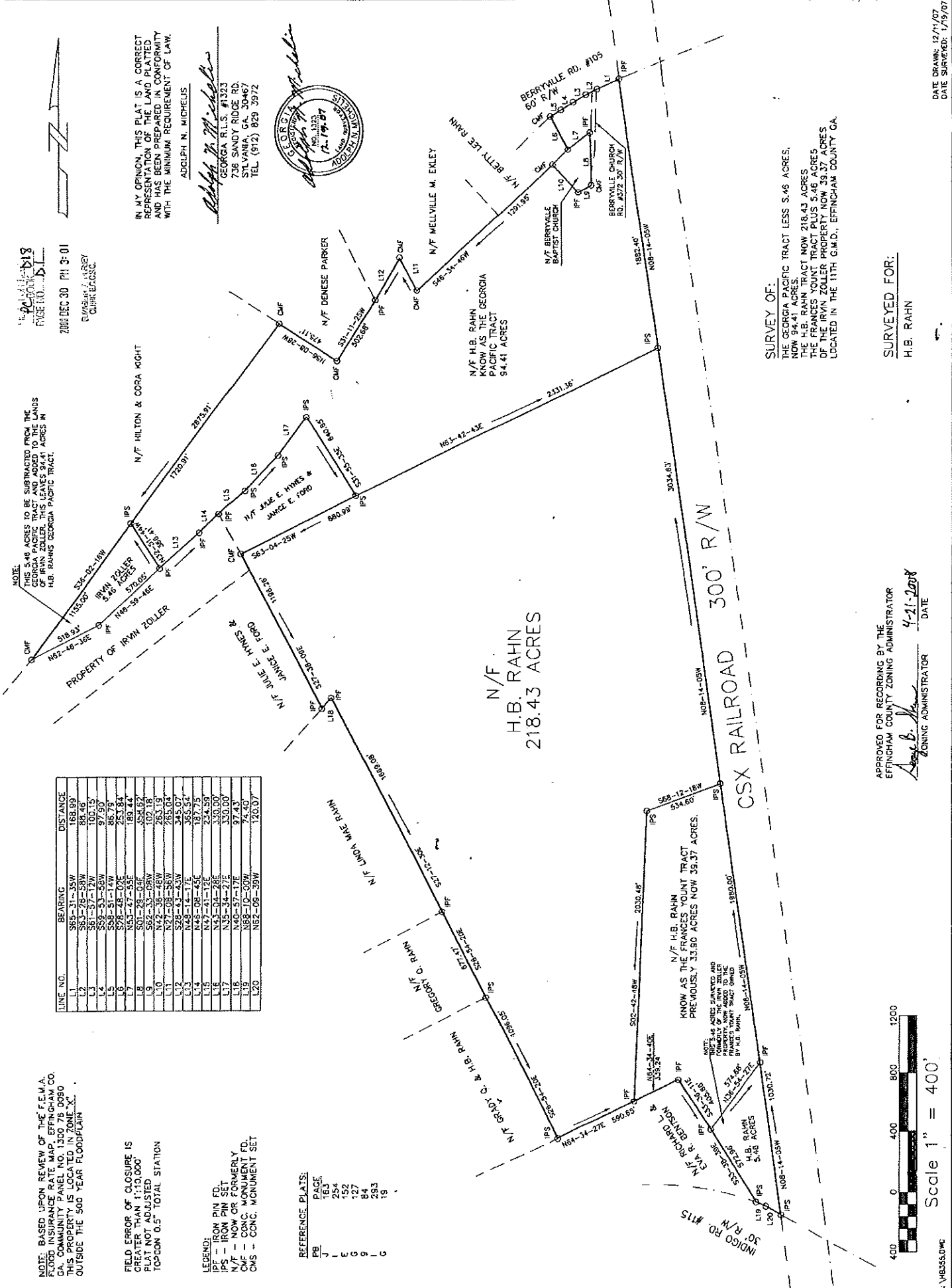
FIELD ERROR OF CLOSURE IS GREATER THAN 1:10,000' PLAT NOT ADJUSTED TOPCON 0.5" TOTAL STATION

LEGEND:
IPF - IRON PIN SET
N/F - NOW OR FORMERLY
C/MF - CONC. MONUMENT FD.
C/M - CONC. MONUMENT SET

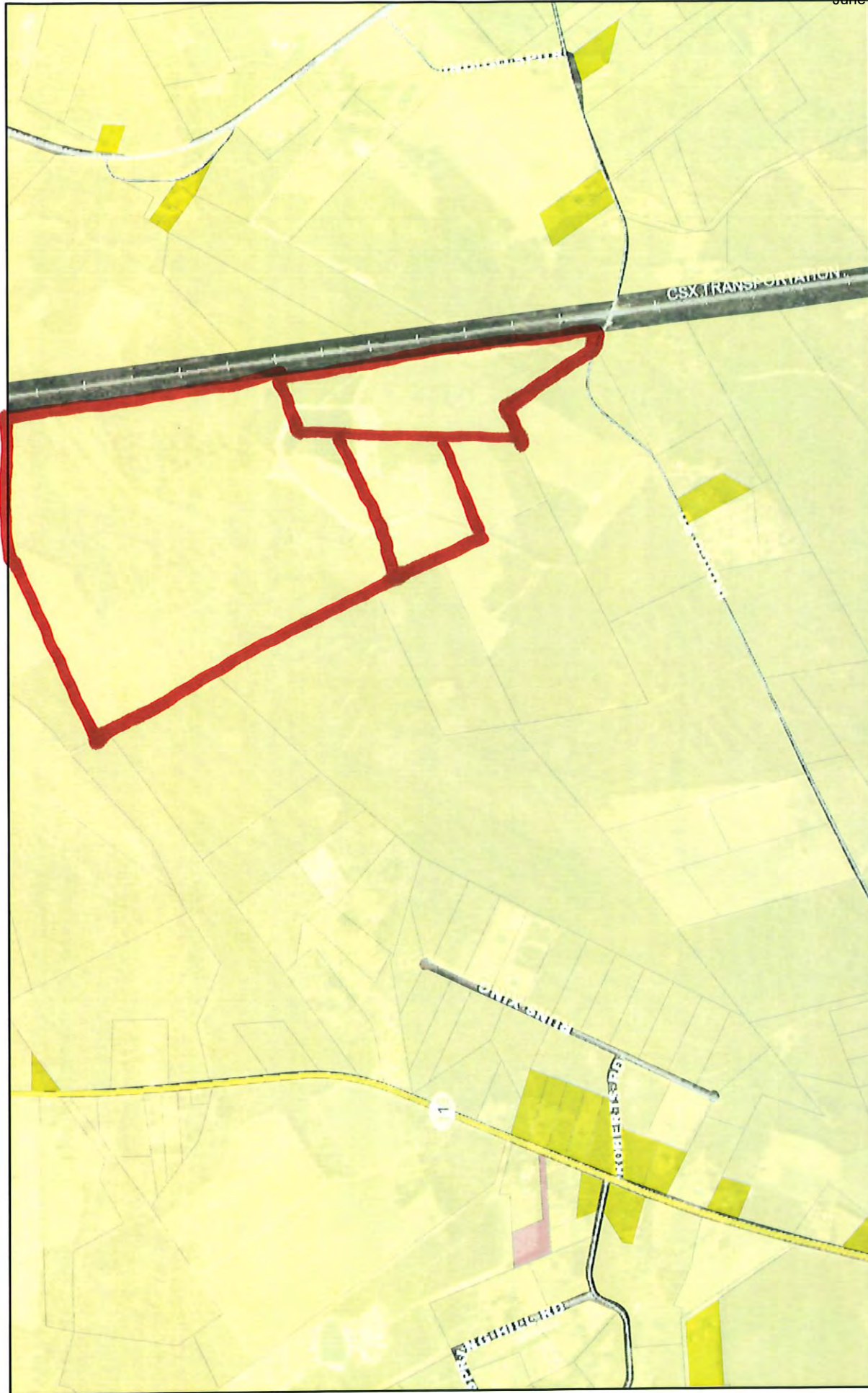
REFERENCE PLATS:	PAGE
PB	163
J	254
L	127
G	84
I	293
C	19

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

ADOLPH N. MICHELS
Georgia R.L.S. #1323
736 SANDY RIDGE RD.
SYLVANIA, GA. 30467
TEL (912) 829 3972



Indigo Road



4/21/2021, 4:55:04 PM

EffinghamCountyZoneClass

AR-1

R-1
-- County

CountyE

Road Centerlines_18K

Collector

Freeway

Highway

Local

Major

Minor Arterial

Railroad_18K

1:18,056

0	0.13	0.25	0.5 mi
---	------	------	--------

0 0.2 0.4 0.8 km

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 **(Jason & Nicole Rahn – (Map # 425 Parcels # 26, 27, & 27A) from AR-1 to I-1 zoning.**

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL _____

DISAPPROVAL _____

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Parcels # 26, 27, & 27A) from AR-1 to I-1 zoning.**

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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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **(Jason & Nicole Rahn – (Map # 425
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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant (Jason & Nicole Rahn – (Map # 425
Parcels # 26, 27, & 27A) from AR-1 to I-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- 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: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: Jason & Nicole Rahn request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine. Located on Indigo Road.

Map# 425 Parcels# 26,27, 27A

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine, 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 Article V-Uses Permitted in Districts.
- Pursuant to Sec. 3.17.3.3, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- The surface mine began operations at this site since initial approval in 2003. The conditions of that rezoning included a requirement that the I-1 zoning revert to AR-1 after five years.
- Due to planned expansion, the operator applied to EPD for a permit revision. Pursuant to O.C.G.A 12-4-75 of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- As the property is currently AR-1, staff is unable to confirm zoning compliance, so the permit is on hold.
- The owner/operator wishes to finish the pond and close out the mining permit.
- Indigo Road is not a designated Truck Route.
- A Traffic Study may be necessary to determine whether road improvements are necessary.
- At the May 24 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
 2. A traffic impact study meeting the requirements of the county engineer shall be submitted to Development Services.
 3. Applicant shall obtain a Timber Permit from Development Services prior to removal of any trees outside the buffer area.
 4. The development shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands** and **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**.
 5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
 6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 7. All wetland impacts shall be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services before mine operations begin.
 8. The applicant shall notify the Development Services Department at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.

- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1** for a surface mine, with the following conditions:
 1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
 2. A traffic impact study meeting the requirements of the county engineer shall be submitted to Development Services.
 3. Applicant shall obtain a Timber Permit from Development Services prior to removal of any trees outside the buffer area.
 4. The development shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands** and **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**.
 5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
 6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 7. All wetland impacts shall be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services before mine operations begin.
 8. The applicant shall notify the Development Services Department at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
2. **Deny** the request to **rezone** 39.65 of 257.38 acres from **AR-1** to **I-1**.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

425A-26, 27, & 27A

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

425A-26, 27, & 27A

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, JASON AND NICOLE RAHN, have filed an application to rezone thirty-nine and sixty-five hundredths (39.65) +/- acres; from AR-1 to I-1, for a surface mine; map and parcel number 425A-26, 27, & 27A, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT thirty-nine and sixty-five hundredths (39.65) +/- acres; map and parcel number 425A-26, 27, & 27A, located in the 3rd commissioner district is rezoned from AR-1 to I-1, with the following conditions:

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. A traffic impact study meeting the requirements of the county engineer shall be submitted to Development Services.
3. Applicant shall obtain a Timber Permit from Development Services prior to removal of any trees outside the buffer area.
4. The development shall meet the requirements of **Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands** and **Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements**.
5. The business operator shall meet the requirements of **Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes**.
6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
7. All wetland impacts shall be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services before mine operations begin.
8. The applicant shall notify the Development Services Department at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.

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

FIRST/SECOND READING: _____

ATTEST:

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Conditional Use (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Larry Billeiter** requests a **conditional use** for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business. Located on 10 acres at 1285 Ralph Rahn Road, zoned **AR-1**.
Map# 391 Parcel# 12C

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request for a conditional use for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The Rural Business Conditional use requirements include consideration of:
 - Intent – the small-scale business for the transfer and sale of firearms and supplies is compatible with the rural setting.
 - Structure – the business will operate out of existing structures.
 - Public Road Frontage – the property has frontage on Ralph Rahn Road.
 - Acreage (3 minimum) – the property is 10 acres.
- The Federal Firearms License (FFL) application requires the applicant to certify that local zoning and laws allow gun sales at the premises.
- The applicant was previously approved for a Residential Business for gun sales at a different address. He wishes to have the option to expand his business to a separate structure on the new property and, therefore, must apply for a Rural Business Conditional Use.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a conditional use for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business, with the following conditions:
 1. The business operations shall meet the requirements of **Section 3.15B** Rural Business.
 2. The applicant must obtain an Occupational Tax Certificate.
 3. Pursuant to **Section 42.7**, firearms may not be discharged within 300 yards of any occupied building.
 4. A Federal Firearms License must be approved and issued by ATF.
 5. No stock inventory or ammunition sales on premises.
 6. Secure gun storage and/or safety devices required for all firearms on premises.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business, with the following conditions:
 1. The business operations shall meet the requirements of **Section 3.15B** Rural Business.
 2. The applicant must obtain an Occupational Tax Certificate.
 3. Pursuant to **Section 42.7**, firearms may not be discharged within 300 yards of any occupied building.
 4. A Federal Firearms License must be approved and issued by ATF.
 5. No stock inventory or ammunition sales on premises.
 6. Secure gun storage and/or safety devices required for all firearms on premises.
2. **Deny** the request for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business.

Recommended Alternative: 1

Department Review: Development Services

Attachments:

1. Conditional Use application
2. Ownership certificate

Other Alternatives: 2

FUNDING: N/A

3. Site Plan
4. Aerial photograph



EFFINGHAM COUNTY, GEORGIA

Conditional Use Application for Residential Or Rural Business

*Approval by the Planning Board & Board of Commissioners is
required prior to operation of business!*

APPLICANT: Larry Billeter DATE: 4/22/21

MAILING ADDRESS: 1285 Ralph Rahn Rd, Rincon, Ga 31326

TELEPHONE: (912) 429-9000 EMAIL: ThePatriotsBunker@comcast.net

PROPERTY OWNER: Larry Billeter

PROPOSED BUSINESS NAME: LEBCEB ENT, LLC DBA The Patriots Bunker

PHYSICAL ADDRESS FOR BUSINESS: 1285 Ralph Rahn Rd
Rincon, Ga 31326

PRESENT ZONING: AR-1 ACRES: 10 TAX MAP # 391 PARCEL # 12C

PLEASE INDICATE THE TYPE OF BUSINESS BELOW:

RURAL BUSINESS [☒]
(NOTE: PROPERTY MUST CONSIST OF 3 OR MORE ACRES AND HAVE FRONTAGE ON A PUBLIC ROAD)

RESIDENTIAL BUSINESS [☒]

GIVE A DESCRIPTION OF THE OPERATIONS OF THE BUSINESS:
Transfer and sales of firearms and supplies.

* PLEASE INCLUDE A COPY OF THE PLAT IDENTIFYING EXISTING STRUCTURES
AND INDICATE ANY FUTURE STRUCTURES.

* **\$200.00 APPLICATION FEE**

Upon approval you are required to obtain an occupation tax certificate (business license) for an
additional fee of \$130.00.

Map showing property boundaries and parcel numbers. A specific parcel is highlighted in light blue. Roads shown include McCall Rd, Race Point Rd, Pleasant Mill Rd, Buckfield Dr, and Pleasant Mill Rd. A north arrow is in the bottom left corner.

© All Pictometry

1285 Ralph Rahn Rd



4/29/2021, 9:42:33 AM

Effingham County Zone Class

Major Arterial Image

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Larry Billeiter** requests a **conditional use** for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business. Located on 10 acres at 1285 Ralph Rahn Road, zoned AR-1

Map# 391 Parcel# 12C

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request for a conditional use for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The Rural Business Conditional use requirements include consideration of:
 - Intent – the small-scale business for the transfer and sale of firearms and supplies is compatible with the rural setting.
 - Structure – the business will operate out of existing structures.
 - Public Road Frontage – the property has frontage on Ralph Rahn Road.
 - Acreage (3 minimum) – the property is 10 acres.
- The Federal Firearms License (FFL) application requires the applicant to certify that local zoning and laws allow gun sales at the premises.
- The applicant was previously approved for a Residential Business for gun sales at a different address. He wishes to have the option to expand his business to a separate structure on the new property and, therefore, must apply for a Rural Business Conditional Use.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request for a conditional use for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business, with the following conditions:
 1. The business operations shall meet the requirements of **Section 3.15B** Rural Business.
 2. The applicant must obtain an Occupational Tax Certificate.
 3. Pursuant to **Section 42.7**, firearms may not be discharged within 300 yards of any occupied building.
 4. A Federal Firearms License must be approved and issued by ATF.
 5. No stock inventory or ammunition sales on premises.
 6. Secure gun storage and/or safety devices required for all firearms on premises.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business, with the following conditions:

1. The business operations shall meet the requirements of **Section 3.15B** Rural Business.
2. The applicant must obtain an Occupational Tax Certificate.
3. Pursuant to **Section 42.7**, firearms may not be discharged within 300 yards of any occupied building.
4. A Federal Firearms License must be approved and issued by ATF.
5. No stock inventory or ammunition sales on premises.
6. Secure gun storage and/or safety devices required for all firearms on premises.

2. **Deny** the request for a **rural business** to operate *The Patriot's Bunker*, a firearms sales business.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
391-12C

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
391-12C

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, LARRY BILLEITER has filed an application for a conditional use for a Rural Business to operate **The Patriot's Bunker**, a firearm sales business; map and parcel number 391-12C, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a conditional use for a Rural Business to operate **The Patriot's Bunker**, a firearm sales business; map and parcel number 391-12C, located in the 4th commissioner district is granted with the following conditions:

1. The business operations shall meet the requirements of Section 3.15B Rural Business.
2. The applicant must obtain an Occupational Tax Certificate.
3. Pursuant to **Section 42.7**, firearms may not be discharged within 300 yards of any occupied building.
4. A Federal Firearms License must be approved and issued by ATF.
5. No stock inventory or ammunition sales on premises.
6. Secure gun storage and/or safety devices required for all firearms on premises.

The 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 (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **James R. Gerbasi** requests a **conditional use** for a **rural business**: *Gerbasi Signs & Apparel*, a printing business. Located at 700 Race Path Road, zoned **AR-1**.

Map# 412 Parcel# 5A02

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request for a **conditional use** for a **rural business** to operate *Gerbasi Signs & Apparel*, a printing business, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**. The Rural Business Conditional use requirements include consideration of:
 - Intent – the small-scale sign and apparel printing facility is compatible with the rural setting.
 - Structure – the business will operate out of an existing structure.
 - Public Road Frontage – the property has frontage on Race Path Road.
 - Acreage (3 minimum) – the property is 5.97 acres.
- At the May 24 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **rural business** to operate *Gerbasi Signs & Apparel*, a printing business, with the following conditions:
 - The business operations shall meet the requirements of Section 3.15B Rural Business
 - The applicant must obtain an Occupational Tax Certificate.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

- Approve** request for a **conditional use** for a **rural business** to operate *Gerbasi Signs & Apparel*, with the following conditions:
 - The business operations shall meet the requirements of Section 3.15B Rural Business
 - The applicant must obtain an Occupational Tax Certificate.
- Deny** the request for a **conditional use** for a **rural business** to operate *Gerbasi Signs & Apparel*.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application
2. Ownership certificate

3. Site Plan
4. Aerial photograph



EFFINGHAM COUNTY, GEORGIA

Conditional Use Application for Residential Or Rural Business

*Approval by the Planning Board & Board of Commissioners is
required prior to operation of business!*

James R Gerbasi
APPLICANT: _____ **DATE:** 03/19/21

700 Race Path Rd. Rincon, GA 31326
MAILING ADDRESS: _____

44 343-4818 James@gerbasigns.com
TELEPHONE: (0) _____ **EMAIL:** _____

James Gerbasi
PROPERTY OWNER: _____

Gerbasi Enterprises, LLC DBA Gerbasi Signs & Apparel
PROPOSED BUSINESS NAME: _____

700 Race Path Rd
PHYSICAL ADDRESS FOR BUSINESS: _____
Rincon, GA 31326

AR-1 5.97 04120005A02
PRESENT ZONING: _____ **ACRES:** _____ **TAX MAP #** _____ **PARCEL #** _____

PLEASE INDICATE THE TYPE OF BUSINESS BELOW:

RURAL BUSINESS ☒

(NOTE: PROPERTY MUST CONSIST OF 3 OR MORE ACRES AND HAVE FRONTAGE ON A PUBLIC ROAD)

RESIDENTIAL BUSINESS ☐

GIVE A DESCRIPTION OF THE OPERATIONS OF THE BUSINESS:

Promotional products printing

* **PLEASE INCLUDE A COPY OF THE PLAT IDENTIFYING EXISTING STRUCTURES
AND INDICATE ANY FUTURE STRUCTURES.**

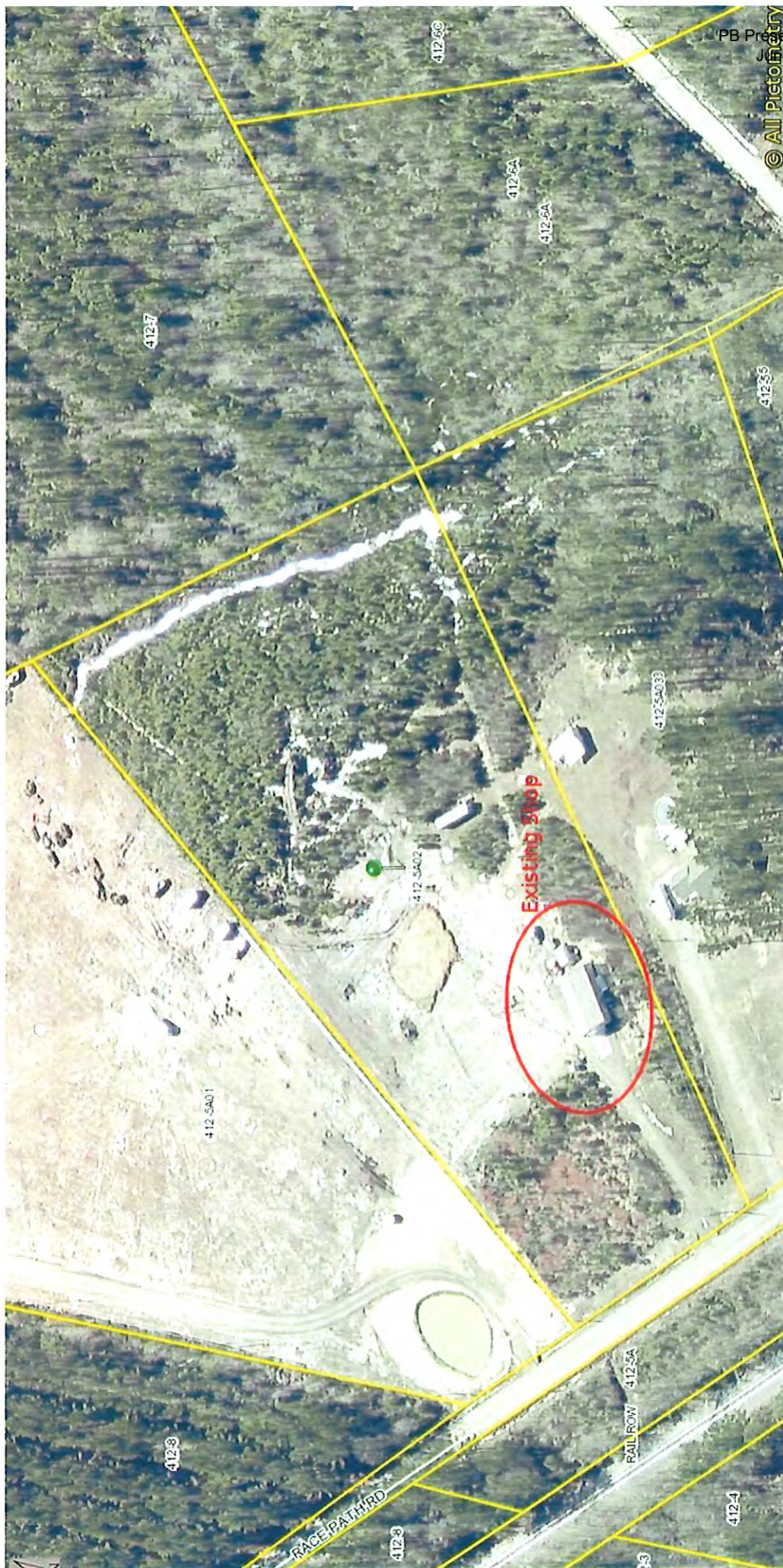
* **~~\$200.00~~ APPLICATION FEE**

Upon approval you are required to obtain an occupation tax certificate (business license) for an
additional fee of \$130.00.



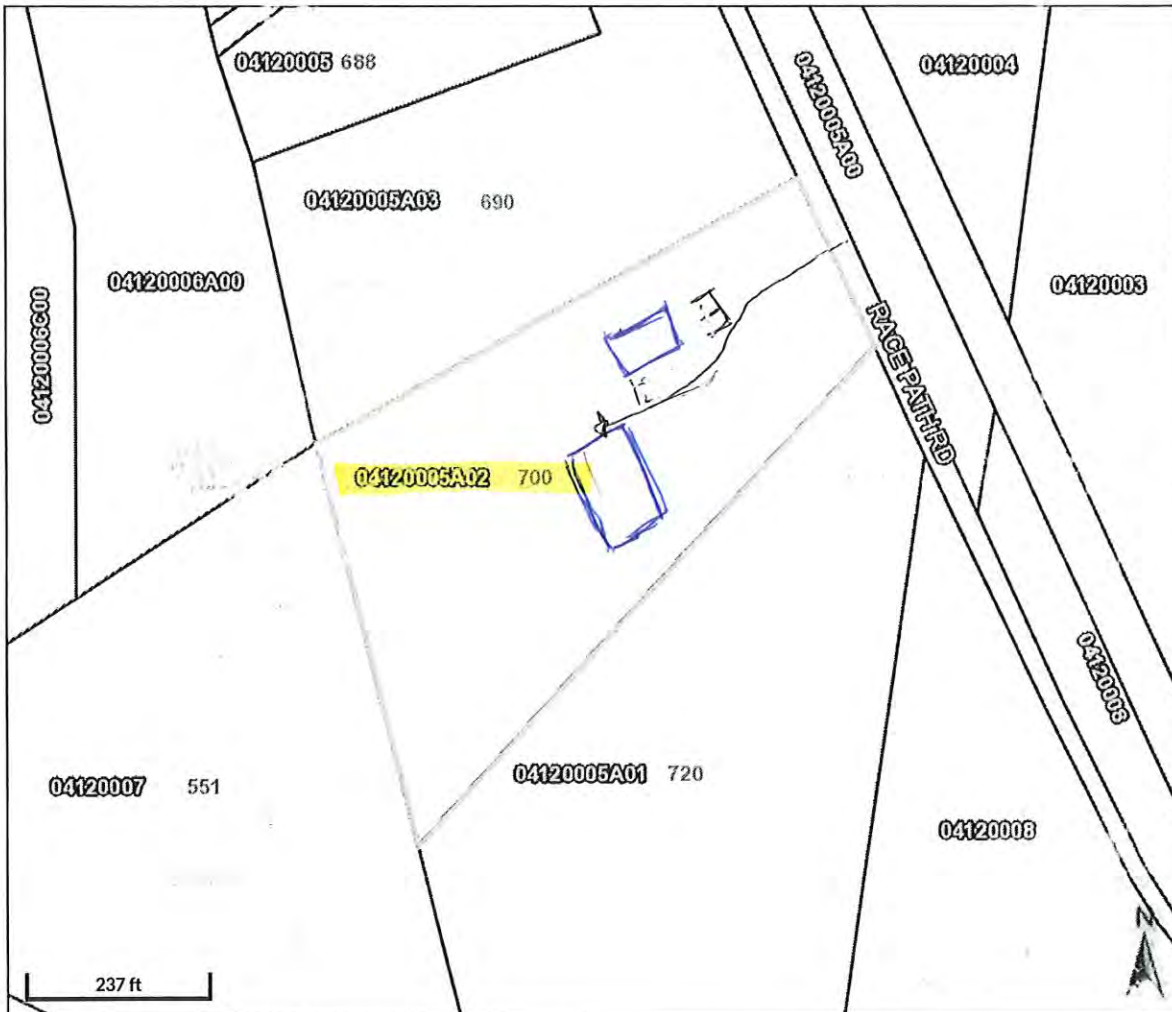
8/29/2019, 2:25:55 PM

28796





Effingham County, GA



Overview



Legend

- ☐ Parcels
- Parcel Numbers
- Address Numbers
- Roads

Parcel ID	04120005A02	Owner	GERBASI JAMES ROBERT AND JENNA LEE	Last 2 Sales			
Class Code	Residential		105 COBBLETON DR	Date	Price	Reason	Qual
Taxing District	01-County		RINCON, GA 31326	1/5/2018	\$53000	LM	Q
	County		700 RACE PATH RD	9/23/2016	\$50000	QZ	U
Acres	5.97	Physical Address					
		Assessed Value	Value \$162773				

(Note: Not to be used on legal documents)

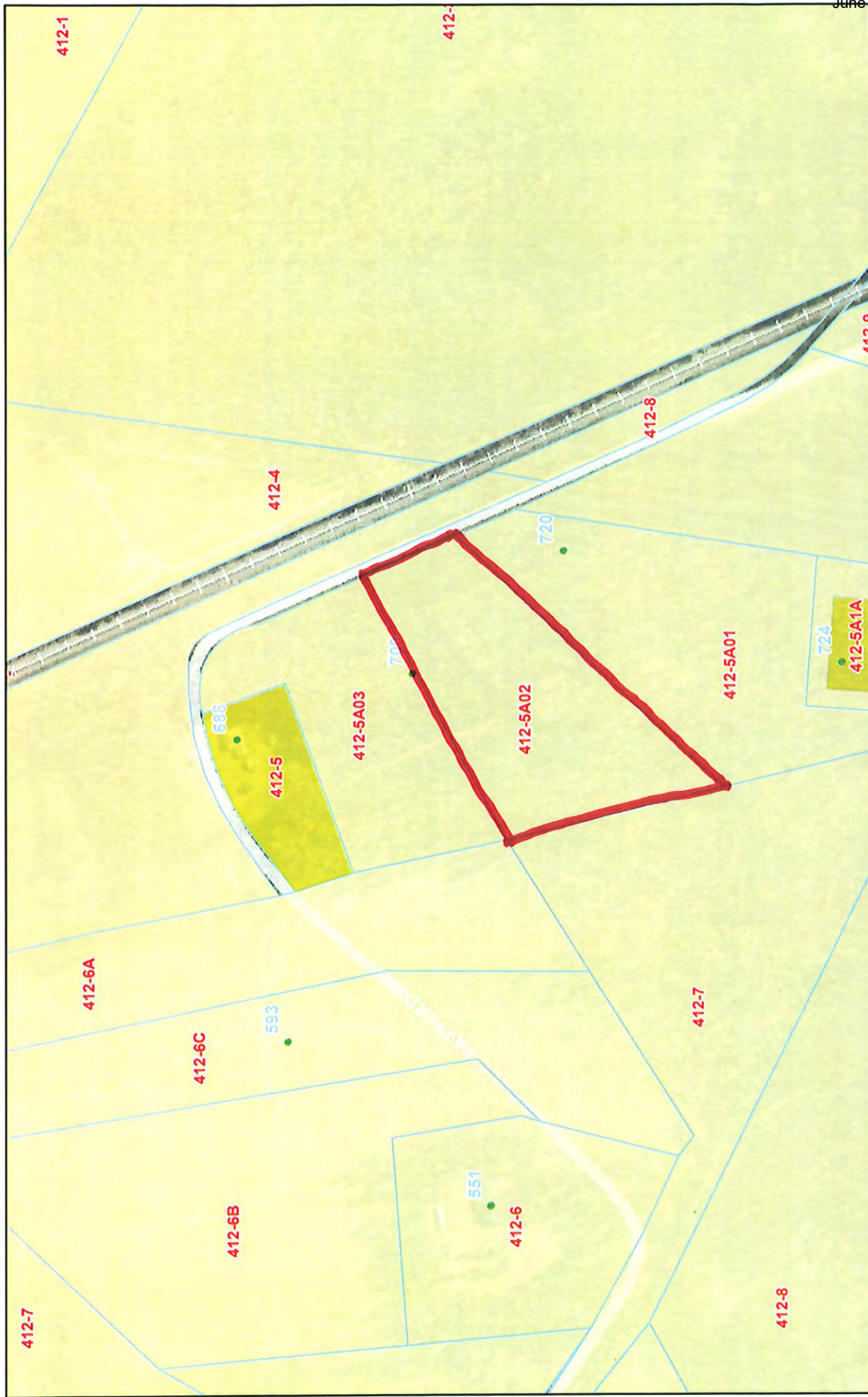
Date created: 3/19/2021
Last Data Uploaded: 3/19/2021 12:53:48 AM

Developed by Schneider GEOSPATIAL

700 Race Path Rd



700 RACE PATH RD



4/28/2021, 5:01:54 PM

EffinghamCountyZoneClass

AR-1

AR-2

County

CountyE

Road Centerline

Collector

Freeway

Highway

Local

Major Art

Minor Arterial Image

Railroad_4K

□

1:4,514

0	0.03	0.07	0.13
0	0.03	0.07	0.13

0 0.05 0.1 0.2 km

Esri., Inc., City of Naperville, Illinois, Maxar

ArcGIS Web AppBuilder
Maxar | Esri, Inc., City of Naperville, Illinois |

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **James R. Gerbasi** requests a **conditional use** for a **rural business**: *Gerbasi Signs & Apparel*, a printing business. Located at 700 Race Path Road, zoned **AR-1**.

Map# 412 Parcel# 5A02

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request for a **conditional use** for a **rural business** to operate *Gerbasi Signs & Apparel*, a printing business, with conditions.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**. The Rural Business Conditional use requirements include consideration of:
 - Intent – the small-scale sign and apparel printing facility is compatible with the rural setting.
 - Structure – the business will operate out of an existing structure.
 - Public Road Frontage – the property has frontage on Race Path Road.
 - Acreage (3 minimum) – the property is 5.97 acres.
- At the May 24 Planning Board meeting, Brad Smith made a motion to **approve** the request for a **rural business** to operate *Gerbasi Signs & Apparel*, a printing business, with the following conditions:
 1. The business operations shall meet the requirements of Section 3.15B Rural Business
 2. The applicant must obtain an Occupational Tax Certificate.
- Alan Zipperer seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request for a **conditional use** for a **rural business** to operate *Gerbasi Signs & Apparel*, with the following conditions:
 1. The business operations shall meet the requirements of Section 3.15B Rural Business
 2. The applicant must obtain an Occupational Tax Certificate.
2. **Deny** the request for a **conditional use** for a **rural business** to operate *Gerbasi Signs & Apparel*.

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
412-5A02

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
412-5A02

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JAMES R. GERBASI has filed an application for a conditional use for a Rural Business to operate **Gerbas**
Signs & Apparel, a printing business; map and parcel number 412-5A02, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT a conditional use for a Rural Business to operate **Gerbas Signs & Apparel**, a printing business; map and parcel number 412-5A02, located in the 4th commissioner district is granted with the following conditions:

1. The business operations shall meet the requirements of Section 3.15B Rural Business.
2. The applicant must obtain an Occupational Tax Certificate.

The 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

Map# 462 Parcels# 44, 45, 46

- Attachments:** 1. Rezoning application and checklist 4. Plat
2. Ownership certificate/authorization 5. Aerial photograph
3. Deed

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Gale H. Waters - R.A. Waters
Applicant/Agent Charles Eugene Hinely-Veronica R. Hinely Date _____
Applicant email address rawaters@windstream.net Phone # 912-826-5438
Property owner(s) Gale H. Waters Charles E. Hinely (Eugene)
R.A. Waters Veronica R. Hinely email rawaters@windstream.net
Telephone Number (912) 826-5438 or 912-658-1750
R.A. Waters 2625 Rincon Stillwell Rd. Rincon, Ga 31326
Mailing Address Charles E. Hinely 2575 Rincon Stillwell Rd. Rincon Ga 31326
Property location 2575
2597 & 2625 Rincon Stillwell Rd Rincon, Ga.
Present zoning AR-1
Proposed zoning AR-2
Present land-use Residential
Proposed land-use Residential
Tax Map # 462-044
462-045
462-046 Parcel # _____ Lot # _____
Total Acres 4.9 Acres to be rezoned 4.9 (1.58 & 1.45)
Lot characteristics Residences
Water _____ Public _____ ☒ Private Sewer _____ Public _____ ☒ Private
Proposed access Existing driveways from Rincon Stillwell Rd.
Justification _____
List the zoning of the other property in the vicinity of the property you wish to rezone:
North _____ South _____
East _____ West _____

1

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.

residential <Bring to zoning compliance
to allow for re-combination>

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?

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

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

~~Waters~~ ^{May 27, 1974}
~~Hinely~~ ^{May 27, 1974}
~~Waters & Hinely~~ ^{May 8, 2008}, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book J page 341.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Gale H. Waters Print Gale H. Waters
Owner's signature R. A. Waters Print R. A. Waters
Owner's signature Charles Eugene Hinely Print Charles Eugene Hinely
Owner's signature Veronica R. Hinely Print Veronica R. Hinely

Sworn and subscribed before me this 16th day of April, 2021.
Vonda S. McDonald
Notary Public, State of Georgia



01753-0051

2008 JUL 10 PM 6:57

EDWELL Z. HUFFEY
CLERK E.C.C.S.C.

Thomas J. McNamara
Attorney at Law
7370 Hodgson Memorial Drive
Suite B-11
Savannah, GA 31406

STATE OF GEORGIA
COUNTY OF CHATHAM

LIFE ESTATE DEED

THIS INDENTURE is made as of March 17th, 2008, between EUNICE HINELY (hereinafter referred to as "Grantor") and ~~GAIL H. WATERS~~ and CHARLES E. HINELY (hereinafter referred to as "Grantee") ("Grantor" to include Grantor's heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits, and "Grantee" to include Grantee's assigns where the context requires or permits).

Gale H. Waters
WITNESSETH

GRANTOR, in consideration of the sum of One and No/100 Dollars (\$ 1.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in EFFINGHAM COUNTY and which is more particularly described in the attached Exhibit "A," which Exhibit is incorporated herein; however, *Grantor expressly reserves a life estate in the property conveyed herein for her benefit for the duration of her life.*

TO HAVE AND TO HOLD the 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 Grantee SUBJECT ONLY to the life estate reserved and enjoyed by Grantor.

EXECUTED under seal as of the date above.

Eunice Hinely
Eunice Hinely, Grantor

Signed, sealed, and delivered in the presence of:

Brita Dickerson

WITNESS

[Signature]
NOTARY PUBLIC

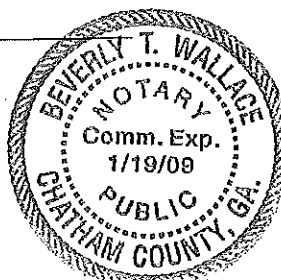
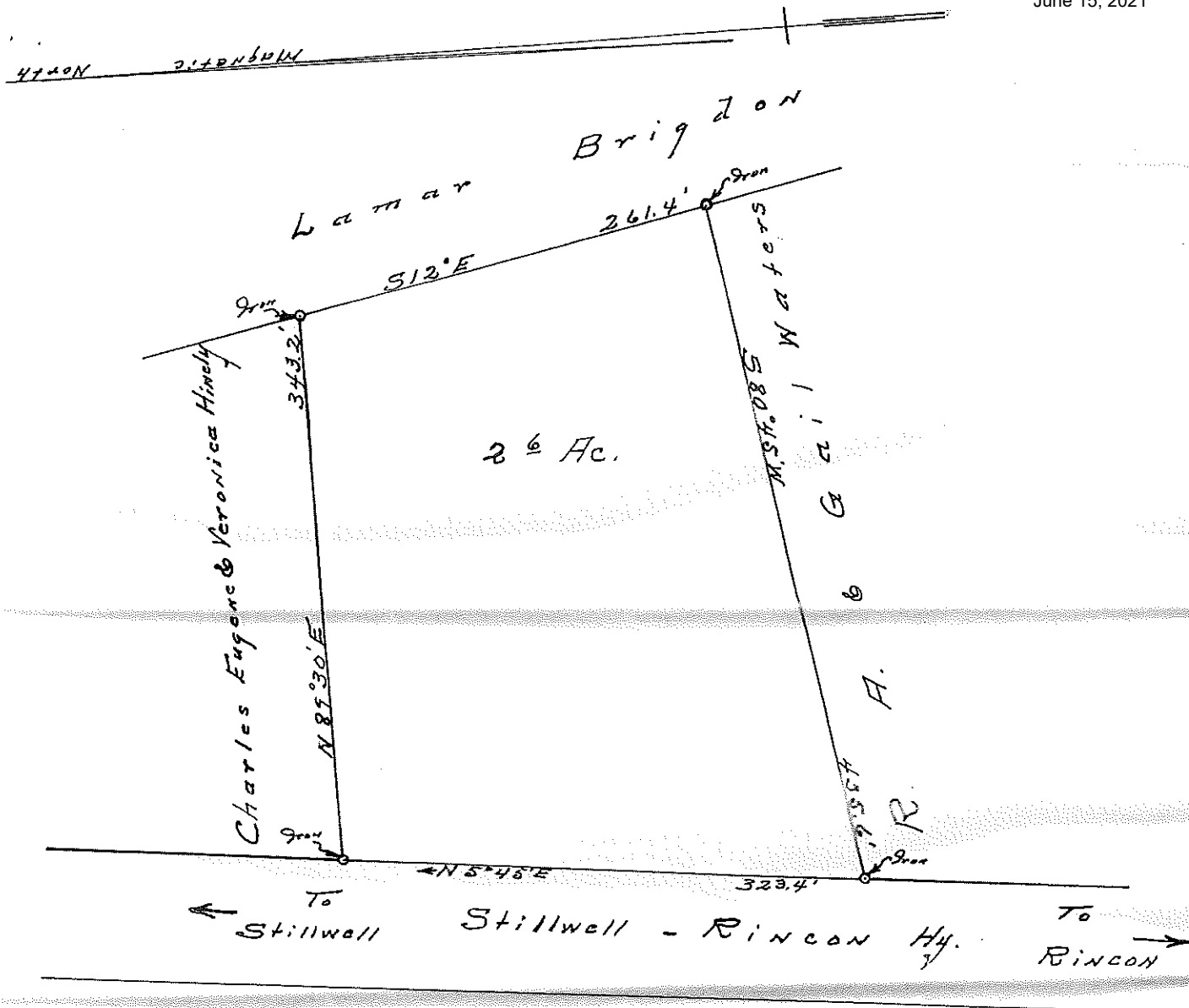


Exhibit "A"

01753 0052

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, CONTAINING TWO AND SIX-TENTHS (2.6) ACRES, MORE OR LESS, AS SHOWN ON THAT CERTAIN MAP PREPARED BY PAUL WEITMAN, DATED MAY 27, 1974, AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN RECORD BOOK J, PAGE 341, WHICH IS INCORPORATED FULLY HEREIN, AND TO WHICH EXPRESS REFERENCE IS HERETO MADE FOR A MORE PARTICULAR DESCRIPTION OF THE METES, BOUNDS AND DIMENSIONS OF THE PROPERTY HEREIN CONVEYED. **CONTAINING IMPROVEMENTS THEREON KNOWN AS 2597 RINCON-STILLWELL ROAD, RINCON, GEORGIA 31326 WITH A PIN OF 462-45.**



STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

Two and six-tenths acres of land in 9th G. M. District
surveyed and plat drawn for Charles E. Hinely.

Scale 100 Ft. Pr. Inch.

Completed May 27, 1974.

By Paul Weitman
Paul Weitman, County Surveyor

Recorded in Book J page 341. Surveyors Records Eff. Co. Ga.

In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Paul Weitman, County Surveyor
Effingham County Georgia
Certified By Ben W. Fortson, Jr.
Secretary Of State

Paul Weitman Co. Surveyor

PLAT MAP

Borrower: CHARLES HINELY

File No.: 05JM-HINELY

Property Address: 2575 RINCON STILLWELL ROAD

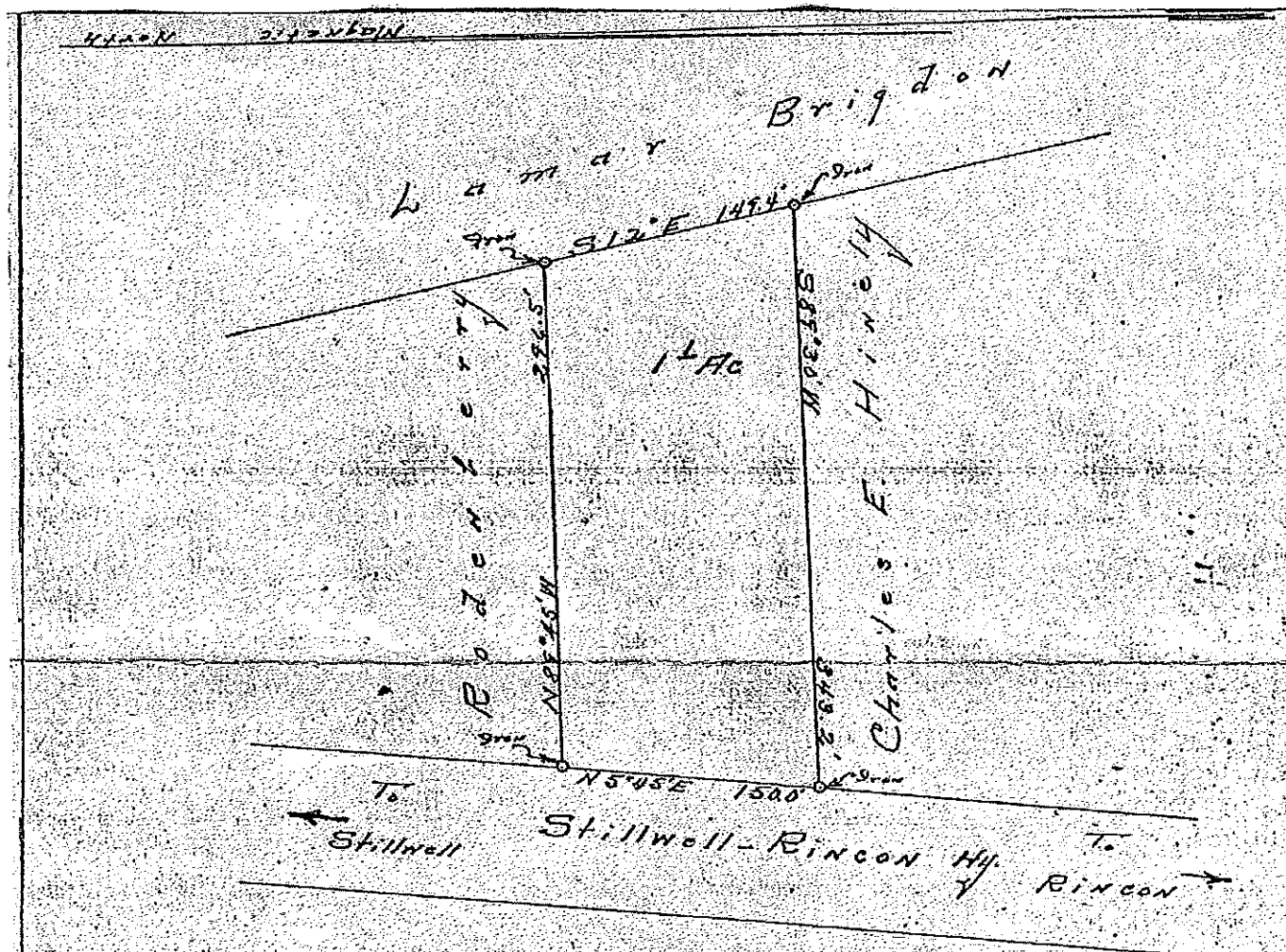
Case No.: 4975082600

City: RINCON

State: GA

Zip: 31326

Lender: QUICKEN LOANS



STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

One and one-tenth acres of land in 9th G. M. District

Surveyed and plat drawn for Charles Eugene and Veronica
Hinely.

Completed May 27, 1974.

Scale 100 Ft. Pr. Inch.

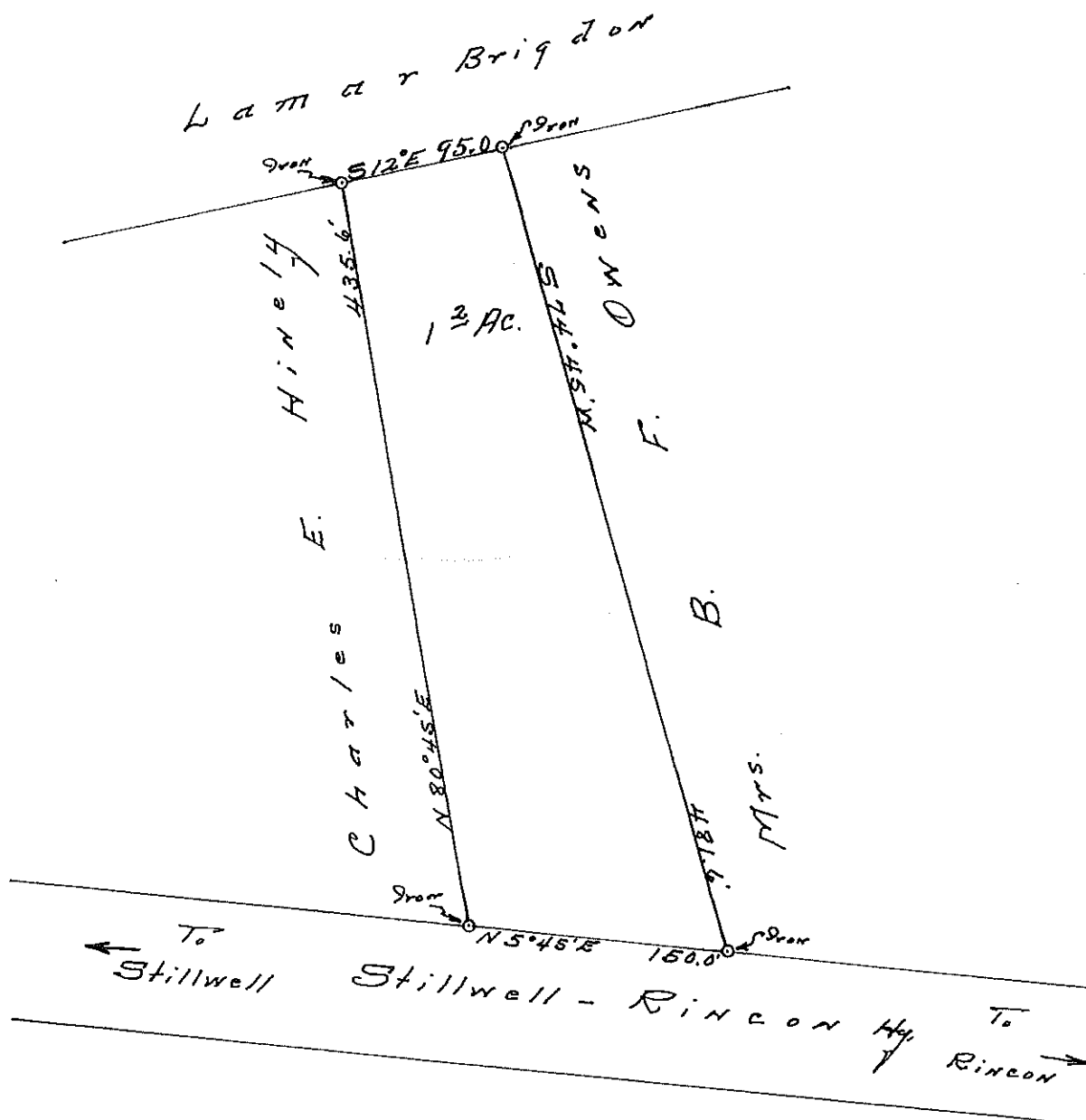
Paul Weitman, County Surveyor

Recorded in Book J page 341. Surveyors Records Eff. Co. Ga.

In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the mini-

Paul Weitman, County Surveyor
Effingham County Georgia

4120N 2120N



STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

One and two-tenths acres of land in 9th G. M. District
surveyed and plat drawn for R. A. and Gail Waters.

Scale 100 Ft. Pr. Inch.

Completed May 27, 1974.

By Paul Weitman
Paul Weitman, County Surveyor

Recorded in Book J page 341. Surveyors Records Eff. Co. Ga.

In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Paul Weitman, County Surveyor

Effingham County Georgia

Certified By Ben W. Fortson, Jr.
Secretary of State

Co. Surveyor

RECOMBINATION SURVEY
SURVEY FOR
GALE WATERS & EUGENE
HINELY
SURVEY OF 4.90 ACRES
WITH PORTIONS RECOMBINED WITH
JOINING PARCELS EACH SIDE
LOCATED IN THE 09TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 16 MAR 2021
PLAT DRAWN 21 MAR 2021



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 (**Gale H. Water et al – (Map # 462 Parcels # 44, 45, & 46)** 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.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant (**Gale H. Water et al – (Map # 462 Parcels # 44, 45, & 46)** from AR-1 to AR-2 zoning.

- AZ
- 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 (**Gale H. Water et al – (Map # 462 Parcels # 44, 45, & 46)** 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? |
| <u>Yes</u> | 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 X

DISAPPROVAL _____

Of the rezoning request by applicant (Gale H. Water et al – (Map # 462 Parcels # 44, 45, & 46) 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?

BKS 5/24/21

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15, 2021
Item Description: **Gale H. Waters, et al**, requests to **rezone** 4.9 acres from **AR-1** to **AR-2**, to bring parcels in to zoning compliance, allowing for parcel boundary adjustments. Located on Rincon Stillwell Road.

Map# 462 Parcels# 44, 45, 46

Summary Recommendation

Staff has reviewed the application, and recommends approval to **rezone** 4.9 acres from **AR-1** to **AR-2**, to bring parcels in to zoning compliance, allowing for parcel boundary adjustments, 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 applicants plan to adjust parcel boundaries on three lots. Each parcel is less than five acres. Therefore, all three parcels must be rezoned to AR-2.
- At the May 24 Planning Board meeting, Brad Smith made a motion to **approve** the request to **rezone** 4.9 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. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 4.9 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. Subdivision and recombination plat must be approved by the Zoning Administrator, and be recorded before the rezoning can take effect.
2. **Deny** the request to **rezone** 4.9 acres from **AR-1** to **AR-2**

Recommended Alternative: 1

Department Review: Development Services

Other Alternatives: 2

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

462-44, 45, 46

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

462-44, 45, 46

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, GALE H. WATERS, has filed an application to rezone four and ninety hundredths (4.9) +/- acres; from AR-1 to AR-2, to bring the parcels into zoning compliance, allowing for parcel boundary adjustments; map and parcel number 462-44, 45, 46, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT four and ninety hundredths (4.9) +/- acres; map and parcel number 462-44, 45, 46, located in the 5th 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. Subdivision and recombination plat must be approved by the Zoning Administrator, 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: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15 2021
Item Description: **Douglas Edwards** as agent for **Deland Properties, LLC**, requests to **rezone** 1.73 acres from **B-3** to **I-1** to allow for increased use potential of existing commercial properties. Located at 169 & 183 Commercial Court.

Map# 465D Parcels# 12 & 13

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to rezone 1.73 acres from **B-3** to **I-1** to allow for increased use potential of existing commercial properties, 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 Article V-Uses Permitted in Districts.
- The applicant wishes to respond to market conditions and rent warehouse space to a wider range of tenants. A prospective tenant wishes to engage in assembly operations.
- Parts assembly is permitted in I-1 Light Industrial
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 1.73 acres from **B-3** to **I-1**, with the following conditions:
 1. The lots shall meet the requirements of the I-1 zoning district.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to rezone 1.73 acres from **B-3** to **I-1**, with the following conditions:
 1. The lots shall meet the requirements of the I-1 zoning district.
2. **Deny** the request to rezone 1.73 acres from **B-3** to **I-1**

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application and checklist 3. Plat
2. Ownership certificate/authorization 4. Aerial photograph

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent Doug Edwards Date 3/17/2021

Applicant email address doug.edwards@eilaerospace.com Phone # 912-658-8027

Property owner(s) Deland Properties, LLC email beckie.proctor@eilaerospace.com

Telephone Number (912) 754-6551

Mailing Address PO Box 948, Rincon, GA 31326

Property location 169 Commercial Court, Rincon, GA 31326

Present zoning B-3

Proposed zoning I-1

Present land-use Business Office and Material Storage.

Proposed land-use Business Office, CNC Machine Shop, and Parts Manufacturing & Assembly

Tax Map # 465D-13 Parcel # 0465D013 Lot # 13

Total Acres .83 Acres to be rezoned 0.83

Lot characteristics Developed site with a pre-engineered metal build erected.

Water ☒ Public ☐ Private Sewer ☒ Public ☐ Private

Proposed access Commercial Court

Justification Increased revenue, job creation, and in turn increased tax base.

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

North B-3 South B-3

East I-1 West B-3

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent John Fisher Date 3/17/2021

Applicant email address jfisher@AlphaMachineCNC.com Phone # 912-295-3387

Property owner(s) Deland Properties, LLC email beckie.proctor@cuiaerospace.com

Telephone Number (912) 754-6551

Mailing Address PO Box 948, Rincon, GA 31326

Property location 183 Commercial Court, Rincon, GA 31326

Present zoning B-3

Proposed zoning I-1

Present land-use Business Office and CNC Machine Shop

Proposed land-use Business Office, CNC Machine Shop, and Parts Manufacturing & Assembly

Tax Map # 465D-12 Parcel # 0465D012 Lot # 12

Total Acres .90 Acres to be rezoned 0.90

Lot characteristics Developed site with a pre-engineered metal build erected.

Water ☒ Public ☐ Private Sewer ☒ Public ☐ Private

Proposed access Commercial Court

Justification Increased revenue, job creation, and in turn increased tax base.

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

North B-3 South B-3

East I-1 West B-3

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

Property has a pre-engineered metal building erected on it. The building is being used for an office, machining, and storage of aerospace components.

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.

The building on the property will be used for an office, storage, CNC machining, and manufacturing and assembly of products for sale to retailers.

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

The adjacent buildings on the neighboring properties are being used for the operations of a remodeling/construction company, an equipment/material supply company, an electrical contractor, a roofing company, an electronics company, a basement and foundation repair company, a powder coating company, as well as a lumberyard and building supply store.

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?

Many of the adjacent business construct and build things in the performance of their businesses. We will be building products as well only we will assemble our product within the onsite building as opposed to a construction site located elsewhere. Additionally, some of the businesses share the same customer base and/or provide services that we would outsource. Therefore, an opportunity for some synergies in sales could be realized.

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. There are no excessive or burdensome impacts anticipated on traffic, utilities, or schools.

2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date April 18, 2013, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 562 page 50.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature [Signature] Print Deland Properties, LLC Douglas M Edwards

Owner's signature _____ Print _____

Owner's signature _____ Print _____

Sworn and subscribed before me this 9th day of April, 2021.
[Signature]
Notary Public, State of Georgia





Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Douglas M Edwards, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Douglas M Edwards Date: 4-9-21

Address: 169 Commercial Court

City: Rincon State: GA Zip Code: 31326

Telephone Number: _____ Email: _____

[Signature] Douglas M Edwards
Signature of Owner Owners Name (Print)

Personally appeared before me Douglas M Edwards (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.

This Day 9th of April, 2021

Beckie N Proctor
Notary Public

(Notary Seal)





Effingham County Development Services

AUTHORIZATION OF PROPERTY OWNER

I, Douglas M Edwards, 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 application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: John Fisher Date: 4-9-21

Address: 183 Commercial Court

City: Rincon State: GA Zip Code: 31326

Telephone Number: _____ Email: _____

[Signature]
Signature of Owner

Douglas M Edwards
Owners Name (Print)

Personally appeared before me Douglas M Edwards (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.

This Day 9th of April 2021

[Signature]
Notary Public

(Notary Seal)



PAGE
FIELD NO. RECORD
BOOK
02189 NO 0934

2013 APR 26 AM 11:46

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

James P. Gerard, Esq.
Oliver Maner LLP
P. O. Box 10186
Savannah, GA 31412

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

QUITCLAIM DEED

THIS INDENTURE, made this 18th day of April, 2013, between P & E INVESTMENT PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of Georgia, as Party of the First Part, hereinafter called "Grantor," and DELAND PROPERTIES LLC, a limited liability company organized and existing under the laws of the State of Georgia, as Party of the Second Part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

WITNESSETH THAT:

Grantor for, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and by these presents does remise, release, convey and forever QUITCLAIM unto the said Grantee, its successors and assigns, all the right, title, interest, claim, or demand said Grantor has or may have had in and to the following described real property, to-wit:

Parcel 1

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M. District of Effingham County, Georgia, shown and designated at Lot Number

Twelve (12), Twenty-One Centre Commercial Park, on a map or plat made by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, dated December 4, 1995, revised April 3, 1996, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 350-D, said map or plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property is the same property conveyed by Warranty Deed from Twenty-One Centre to Douglas M. Edwards, dated April 21, 1999, filed for record and recorded on April 29, 1999, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 562, Page 50.

The above-described property and the improvements thereon are more commonly known as 183 Commercial Court, Rincon, Georgia, 31326, which has been assigned a tax parcel number of 0465D012 by the Tax Assessor of Effingham County, Georgia.

Parcel 2

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M. District of Effingham County, Georgia, shown and designated at Lot Number Thirteen (13), Twenty-One Centre Commercial Park, on a map or plat made by Warren E. Poythress, Georgia Registered Land Surveyor No. 1953, dated December 4, 1995, revised April 3, 1996, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet A, Slide 350-D, said map or plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property is the same property conveyed by Warranty Deed from Twenty-One Centre to Douglas M. Edwards, dated April 21, 1999, filed for record and recorded on April 29, 1999, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 562, Page 50.

The above-described property and the improvements thereon are more commonly known as 169 Commercial Court, Rincon, Georgia, 31326, which has been assigned a tax parcel number of 0465D013 by the Tax Assessor of Effingham County, Georgia.

Parcel 3

ALL that certain lot, tract, or parcel of land situate, lying, and being in the 9th G.M. District of Effingham County, Georgia, containing 4.73 acres, more or less, shown and designated as Parcel A on a plat prepared by Paul D. Wilder, Georgia Registered Land Surveyor No. 1559, dated April 27, 1999, entitled "Division of Tract 14 of the Development Authority of Effingham County," and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 58-F, said plat being incorporated herein by reference and being

made a part hereof for better determining the metes, bounds, courses, and distances
of the subject property.

BOOK PAGE
02189 0936

Together with a sixty (60') foot wide non-exclusive ingress/egress easement to
benefit the above-described property as shown on the above-mentioned plat.

The above-described property is the same property conveyed by RPC, Inc., to
Effingham County Industrial Development Authority pursuant to that certain
Limited Warranty Deed dated January 1, 2001, filed for record and recorded on
June 14, 2001, in the Office of the Clerk of the Superior Court of Effingham
County, Georgia, in Deed Book 721, Page 176.

The above-described property and the improvements thereon are more commonly
known as 121 Entrepreneau Way, Rincon, Georgia 31329, which has been assigned
a tax parcel number of 0429A014 by the Tax Assessor of Effingham County,
Georgia.

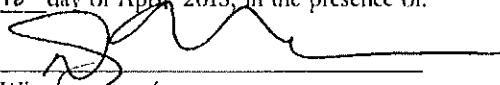
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither the
Grantor, nor any person or persons claiming by, through or under Grantor shall at any time, by any
means or ways, have, claim or demand any right or title to the aforesaid lands and premises, or
appurtenances, or any rights thereof.

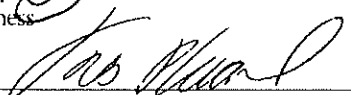
IN WITNESS WHEREOF, Grantor has hereunto caused these presents to executed under
seal on the day and year first above written.

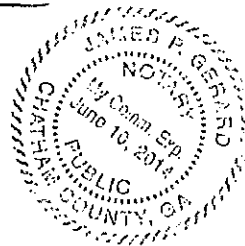
P & E INVESTMENT PROPERTIES, LLC

By: 
Douglas M. Edward, Chief Executive Officer

Signed, sealed and delivered on the
18th day of April, 2013, in the presence of:


Witness


Notary Public



802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

May 5, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Deland Properties c/o John Fisher
169 Commercial Court, Rincon GA 31326
PIN: 465D-13
Total Acres: 0.83 Acres to be rezoned: 0.83

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from B-3 to I-1. The proposed rezoning request is approved based on the development being serviced by the Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.



This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

A handwritten signature in black ink, reading "Darrell M. O'Neal". The signature is written in a cursive style with a large, stylized 'D' and 'O'.

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

802 Highway 119 South, Post Office Box 350
Springfield, Georgia 31329
Phone: 912-754-6850 | Fax: 912-754-0078

May 5, 2021

Effingham County Zoning Board
Springfield, GA 31329

Re: Deland Properties c/o John Fisher
183 Commercial Court, Rincon GA 31326
PIN: 465D-12
Total Acres: 0.90 Acres to be rezoned: 0.90

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from B-3 to I-1. The proposed rezoning request is approved based on the development being serviced by the Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

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Sincerely,

A handwritten signature in cursive script, reading "Darrell M. O'Neal".

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department

REMAINING LOTS TO BE SERVED BY
BY COMMUNITY WATER AND INDIVIDUAL
SEPTIC TANKS.

NOW OR FORMERLY JESSIE W. EXLEY

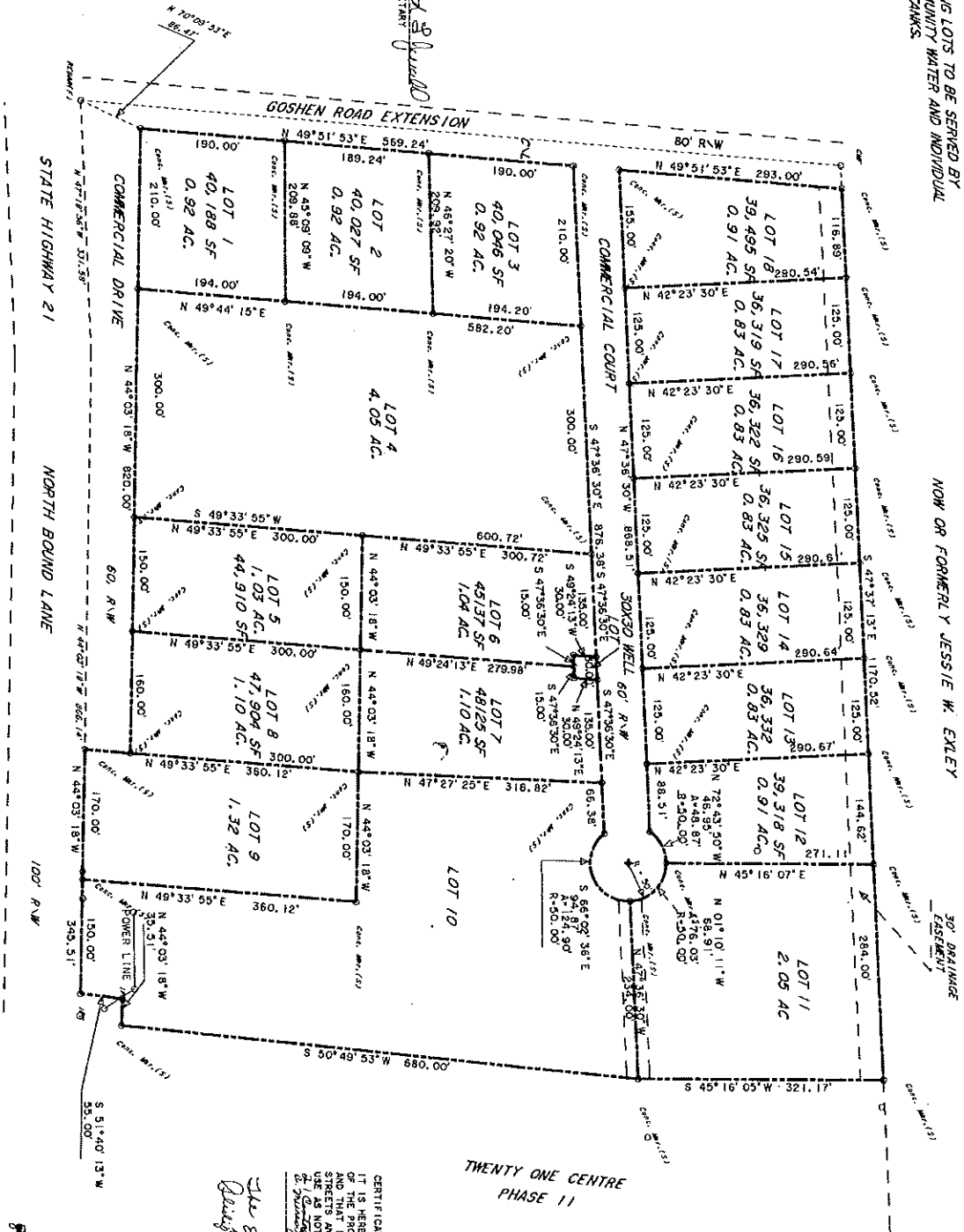
30' DRAINAGE
EASTMENT

CERTIFICATE OF APPROVAL FOR RECORDING
PLANNING COMMISSION: THIS SUBDIVISION
HAS BEEN REVIEWED AND APPROVED
BEING FOUND TO COMPLY WITH THE EFFINGHAM
COUNTY SUBDIVISION REGULATIONS & WAS
APPROVED AT THE REGULAR MEETING OF THE
EFFINGHAM COUNTY PLANNING COMMISSION ON
JUNE 15, 2021. THE PLANNING COMMISSION
IS IN THE OFFICE OF THE CLERK OF COURTS OF
EFFINGHAM COUNTY, GEORGIA.

CHAIRMAN
SECRETARY
DATE 4-17-96



5-17 TRACTING TWENTY 87



TWENTY ONE CENTRE
PHASE II

CERTIFICATE OF OWNERSHIP & DEDICATION:
IT IS HEREBY CERTIFIED THAT THE OWNER
OF THE PROPERTY SHOWN & DESCRIBED HEREON
AND THAT I HEREBY DEDICATE ALL ALLEYS,
STREETS AND EASEMENTS TO PUBLIC OR PRIVATE
USE AS NOTED.

Warren E. Potthress, Chairman
Doris R. Hight, Secretary

SCALE: 1" = 100'
0 50 100 200

PROPERTY SURVEY
FOR
TWENTY ONE CENTRE
COMMERCIAL PARK

LOCATED 1 MI. SOUTH OF
RINCON IN THE 9TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA

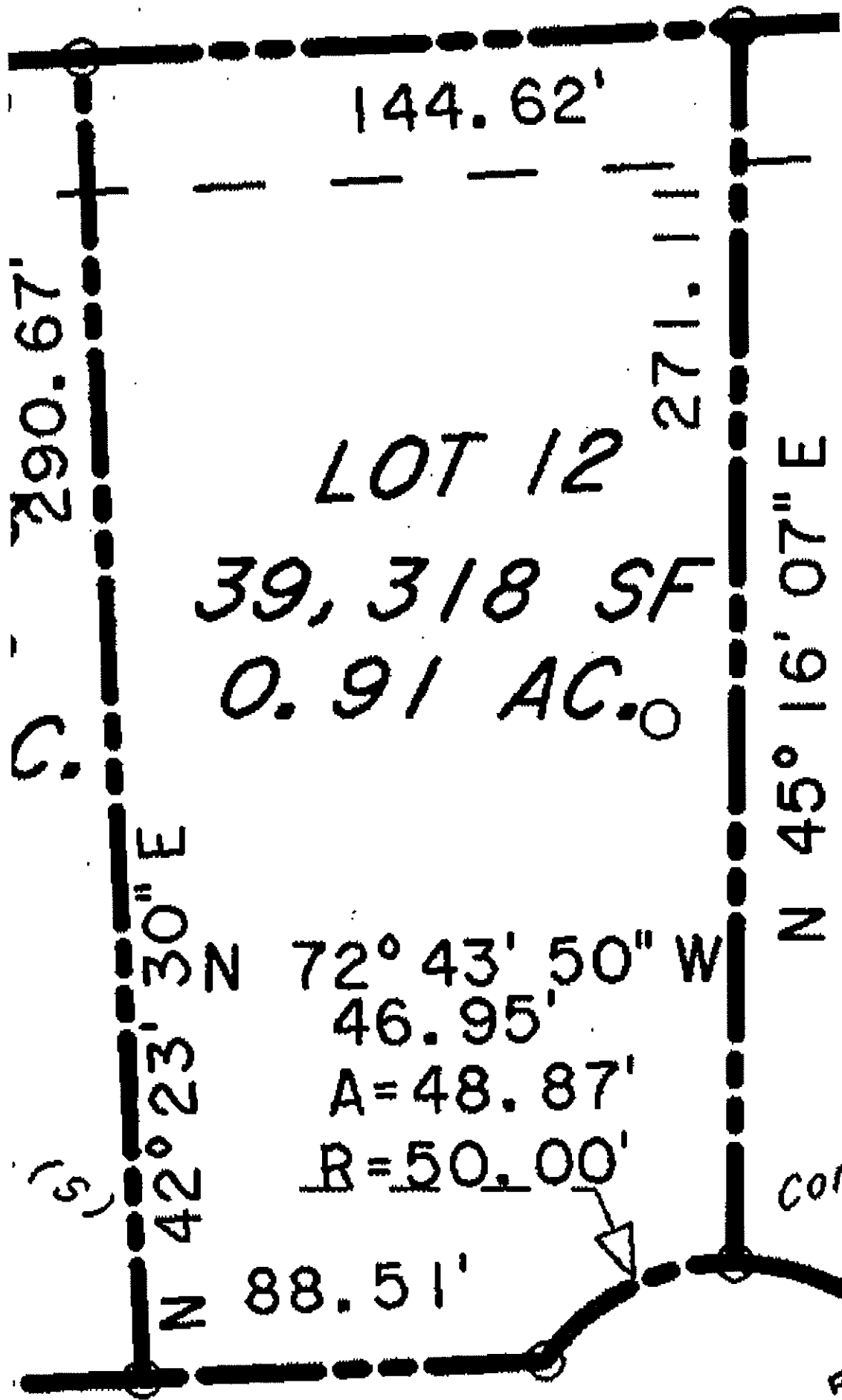
APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF
PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION,
DIRECTOR
DATE 4-17-96

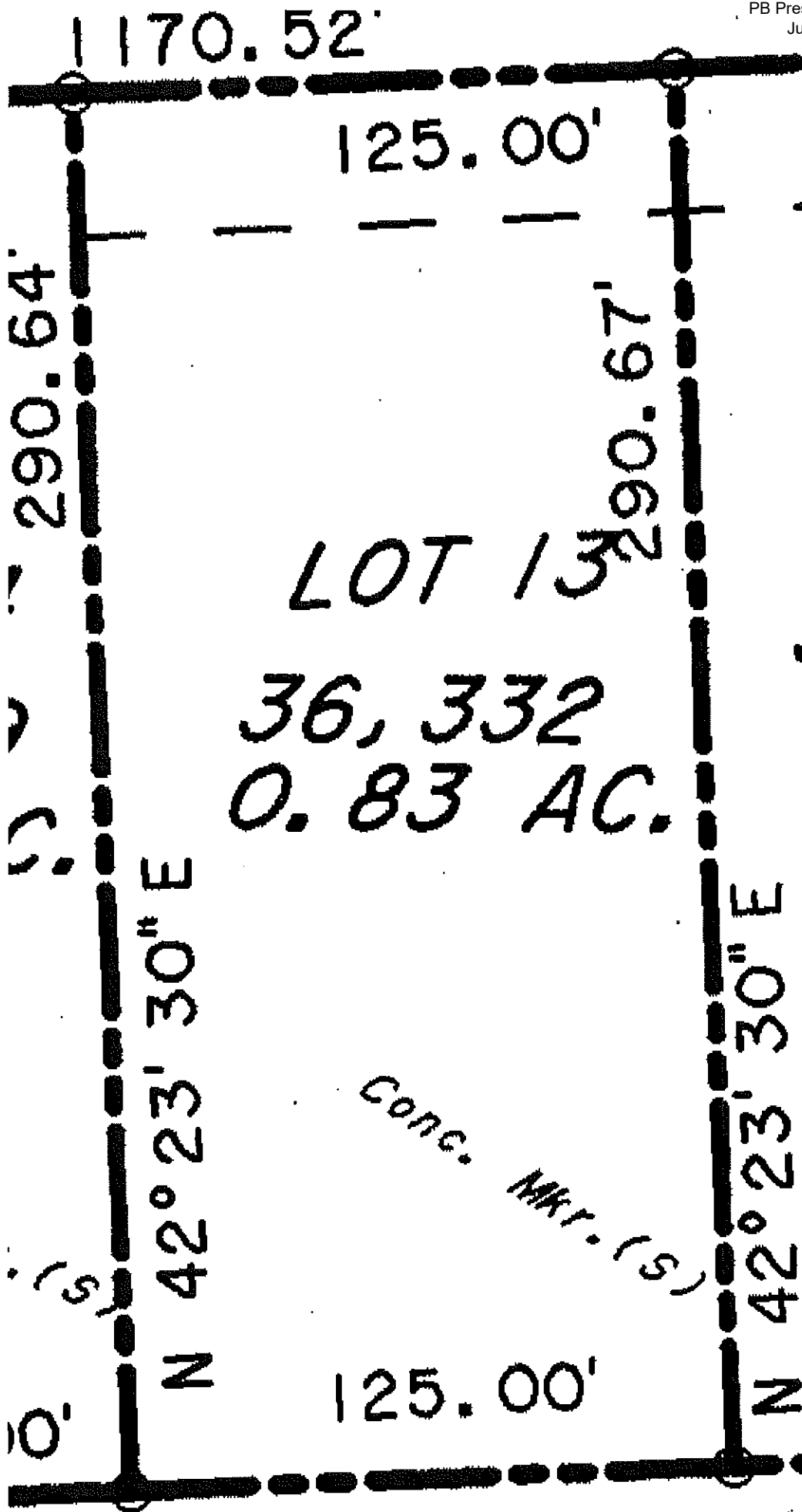
APPROVED FOR RECORDING BY EFFINGHAM COUNTY
ZONING ADMINISTRATION,
DATE 4/17/96

RECEIVED APRIL 3, 1996
WARREN E. POTTHRESS
JANUARY 1882
5110 Hunters Road
Effingham, GA 30601
TELEPHONE (912) 857-3288
EQUIPMENT TOPCON 303

THE FIELD DATA UPON WHICH THIS
MAP OR PLAN IS BASED HAS A FOOT IN
CLOSELY SPECIFIED BY ONE IN
ERROR OF 0.3 PER ANGLE POINT &
THIS MAP OR PLAN HAS BEEN CALCU-
LATED AND CHECKED FOR ACCURACY
BE ACCURATE WITHIN ONE FOOT IN
FEET.

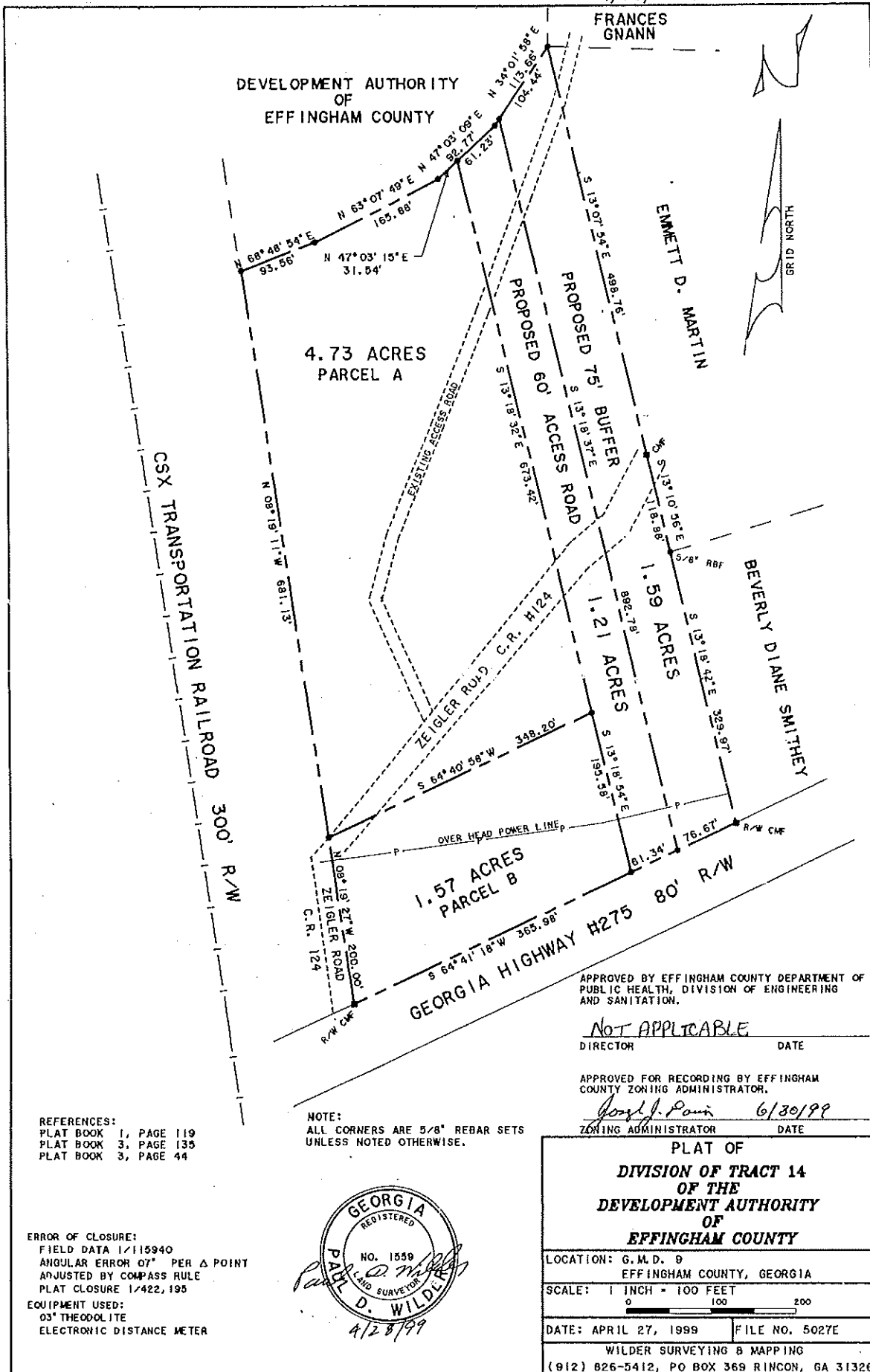
conc.





Filed for Record

Book B58 Page F2
Date 7/14/1999





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 (**Douglas Edwards as Agent for Deland Properties, LLC – (Map # 465D Parcels # 12&13)** from **B-3** to **I-1** zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant (**Douglas Edwards as Agent for Deland Properties, LLC** – (Map # 465D Parcels # 12&13) from **B-3** to **I-1** zoning.

- AZ
- 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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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant (**Douglas Edwards as Agent for Deland Properties, LLC – (Map # 465D Parcels # 12&13)** from **B-3** to **I-1** zoning.

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

DISAPPROVAL _____

Of the rezoning request by applicant (**Douglas Edwards as Agent for Deland Properties, LLC** – (Map # 465D Parcels # 12&13) from B-3 to I-1 zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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BKS

5/24/21

Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 15 2021
Item Description: **Douglas Edwards** as agent for **Deland Properties, LLC**, requests to **rezone** 1.73 acres from **B-3** to **I-1** to allow for increased use potential of existing commercial properties. Located at 169 & 183 Commercial Court.

Map# 465D Parcels# 12 & 13

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to rezone 1.73 acres from **B-3** to **I-1** to allow for increased use potential of existing commercial properties, 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 Article V-Uses Permitted in Districts.
- The applicant wishes to respond to market conditions and rent warehouse space to a wider range of tenants. A prospective tenant wishes to engage in assembly operations.
- Parts assembly is permitted in I-1 Light Industrial
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- At the May 24 Planning Board meeting, Alan Zipperer made a motion to **approve** the request to **rezone** 1.73 acres from **B-3** to **I-1**, with the following conditions:
 1. The lots shall meet the requirements of the I-1 zoning district.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

1. **Approve** request to rezone 1.73 acres from **B-3** to **I-1**, with the following conditions:
 1. The lots shall meet the requirements of the I-1 zoning district.
2. **Deny** the request to rezone 1.73 acres from **B-3** to **I-1**

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

465D-12 & 13

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

465D-12 & 13

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, DOUGLAS EDWARDS as agent for DELAND PROPERTIES, LLC, has filed an application to rezone one and seventy-three hundredths (1.73) +/- acres; from B-3 to I-1, to allow increased use potential of existing commercial properties; map and parcel number 465D-12 & 13, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on June 15, 2021 and notice of said hearing having been published in the Effingham County Herald on May 26, 2020; 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 May 5, 2020; and

IT IS HEREBY ORDAINED THAT one and seventy-three hundredths (1.73) +/- acres; map and parcel number 465D-12 & 13, located in the 5th commissioner district is rezoned from B-3 to I-1, with the following conditions:

1. The lots shall meet the requirements of the I-1 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