

1. Commission Meeting Packet

Documents:

[COMMISSION MEETING PACKET.PDF](#)



(TENTATIVE) COMMISSION MEETING

August 03, 2021 – 5:00 PM

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

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

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

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

Agenda

Virtual Meeting Information:

Zoom link: <https://zoom.us/j/98715219287?pwd=ZHBjOFRmVXJZak0vakJVbXN6L3lTZz09>

Phone Number: **1-929-436-2866**

Meeting ID: **987 1521 9287**

Access Code: **901128**

- I. Roll Call**
- II. Call to Order**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the July 20, 2021 regular meeting minutes and the July 26, 2021 special called meeting minutes
- VII. Public Comments** - Comments shall pertain to agenda items only, when speaking you must clearly state your full name into the microphone for the record
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Consent Agenda**
 - 1. 2021-391 (Agreement)**

Consideration to approve a Lease Agreement between Effingham County Board of Commissioners and the Effingham County Board of Education

2. **2021-392 (Grant)**

Consideration to approve to accept a Georgia Emergency Communications Authority (GECA) 911 Training Grant

3. **2021-393 (Agreement)**

Consideration to approve to renew the Cooperative Agreement with the Georgia Forestry Commission

4. **2021-394 (Agreement)**

Consideration to approve to renew the License Agreement with Verizon Wireless for site# 133762 in Springfield

5. **2021-395 (Fire Releases)**

Consideration to approve fire releases as approved by the Fire Chief and submitted by Administrative Staff

6. **2021-396 (Sanitation Releases)**

Consideration to approve Sanitation Releases as approved by the Tax Commissioner and Fire Chief and submitted by Administrative Staff

7. **2021-397 (Agreement)**

Consideration to approve to execute a Memorandum of Agreement with the United Way of the Coastal Empire for the purpose of establishing a Disaster Relief Fund.

X. Old Business

1. **2021-359 (Agreement)** *Eric Larson*

postponed from the July 20, 2021 meeting

Consideration to approve a Contract with Greenrock Sustainable Waste Solutions for soil remediation at the Atlas site

2. **2021-364 (Contract)** *Eric Larson*

postponed from the July 20, 2021 meeting

Consideration to approve a Contract with Thomas & Hutton Engineering for design and construction services for water and sewer line extension along Old Augusta Road

XI. New Business

1. **2021-398 (Agreement)** *Tim Callanan*

Consideration to approve the Intergovernmental Agreements with the cities of Springfield and Rincon regarding the re-imposition of the countywide Special Purpose Local Option Sales Tax (SPLOST)

2. **2021-399 (Refund)** *Neal Groover*

Consideration to approve a Tax Refund Request submitted by Jacqueline Skay related to a property located at 105 Kuwe Trail, Guyton Map# 277A Parcel# 43

3. 2021-400 (Permit) Teresa Concannon

Consideration to approve an Assemblage Permit for Melissa Reagan of Madrac Farms to hold a pumpkin patch, entertainment and vendors over five (5) weekends in October, from 10am - 7pm located at 580 Ralph Rahn Road, Rincon Map# 411 Parcel# 24

4. 2021-401 (Final Plat) Teresa Concannon

Consideration to approve a Final Plat revision for Lots 23 & 25 located in Country Acres subdivision

5. 2021-402 (Job Descriptions) Vicki Dunn

Consideration to approve and publish job descriptions for new positions approved in the 2021-2022 fiscal year budget.

6. 2021-403 (Authorization) Christy Carpenter

Consideration to approve additional Positive Pay banking services for all Branch Banking & Trust (*now Truist*) accounts

7. 2021-404 (Payment) Christy Carpenter

Consideration to approve a partial distribution of TSPLOST bond funding to the cities of Springfield and Guyton

8. 2021-405 (Resolution) Stephanie Johnson

Consideration to approve Resolution# 021-038 for Becky Shea's service with the Effingham County Chamber of Commerce

9. 2021-406 (Purchase) Alison Bruton

Consideration to approve to ratify the purchase of a replacement generator from Cummins in the amount of \$23,182.27 for the North Communications Tower located 3576 Hwy 21 North, Springfield

10. 2021-407 (Agreement) Alison Bruton

Consideration to approve an amendment to the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit for fiscal year 2022

11. 2021-408 (Agreement) Eric Larson

Consideration to approve a Memorandum of Agreement with Savannah Technical College in the amount of \$3,150.00 to facilitate a review and update of the Standards of Practice used for permit processing and review related to the Development Services department

12. 2021-409 (Resolution) Tim Callanan

Consideration to approve Resolution# 021-039 for a Call for Referendum regarding the reimposition of the countywide Special Purpose Local Option Sales Tax (SPLOST)

13. **2021-410 (List)** *Tim Callanan*

Consideration to approve Level 2 Countywide Project List and the unincorporated project lists associated with the reimposition of the Countywide Special Purpose Local Option Sales Tax (SPLOST)

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the July 26, 2021 Special Called meeting executive session minutes

XV. Adjournment

Staff Report

Subject: Approval of Lease Agreement between Effingham County Board of Commissioners and the Effingham County Board of Education

Author: Alison Bruton, Purchasing Agent

Department: Extension Department

Meeting Date: August 3, 2021

Item Description: Approval of Lease Agreement between Effingham County Board of Commissioners and the Effingham County Board of Education for the Extension Office

Summary Recommendation: Staff recommends approval of the Lease Agreement

Executive Summary/Background:

- This Lease Agreement allows the Extension Office to lease rooms 101-114 in the old Rincon Elementary School property from July 1, 2021 through December 31, 2021.
- Lease is \$1,750.00 per month.

Alternatives for Commission to Consider

1. Approve the Lease Agreement between Effingham County BOC and Effingham County BOE for \$1,750.00 per month
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: *Extension, Finance*

Funding Source: Current Operating Budget

Attachments:

1. Lease Agreement

EFFINGHAM COUNTY BOARD OF EDUCATION FACILITY USE CONTRACT

This Agreement is entered into this 22 day of July, 2021 between the Effingham County School District, hereinafter referred to as the "District", and Effingham County Board of Commissioners hereinafter referred to as the "Outside User of Facilities."

1.

The Outside User of the Facilities shall have the right to use the following facilities:

wing of the old Rincon Elementary School
Property - Rooms 101-114

From: July 1, 2021 until December 31, 2021

2.

The Outside User of Facilities shall pay the District the sum of \$ 1,750/month for the use of the facilities. ~~in addition, the User of Facilities shall pay a Utility Cost of \$35.00 per hour for each use.~~ N/A

3.

The Outside User of Facilities shall abide by all rules applicable to the use of the facilities required by the District and shall abide by all individual school rules.

4.

The Outside User of Facilities certifies that it has inspected, and is familiar with the facility to be used. The User of Facilities further certifies that the particular use of the facility as proposed does not create a danger to any individual.

5.

The Outside User of Facilities acknowledges that the District and old Rincon School provide no liability or accident insurance coverage for injuries which may occur or claims which may be brought arising out of the use of the facility by the Outside User of Facility. The District and its employees are protected against such claims by sovereign and official immunity. The User of Facility is responsible for providing the insurance as defined in item #6 and for indemnifying and holding harmless the District and its employees from the cost of defending any

Guidelines for Use of Facilities

1. School facilities may only be used by non-profit organizations based in Effingham County or by for-profit organizations when the activity is instructional in nature and when either the profit or the activity benefits the students or community-at-large (as determined by the Superintendent or their designee.)
2. Students may not be used at any time to perform custodial type duties connected to any event.
3. Custodial fees, when required, will be paid by the sponsoring organization.
4. A Food and Nutrition Services employee must be present any time the kitchen is used: fees will be paid by the sponsoring organization.
5. Use of any school equipment must be approved by the building level principal.
6. Chairs may not be removed from the cafeteria.
7. Alcoholic beverages are not permitted in school facilities or on school property at any time.
8. Tobacco products are not permitted in school facilities or on school property at any time.
9. Any sign advertising the presence of this activity or organization must be placed on school property just prior to the activity or meeting and be removed as soon as the activity or meeting concludes.
10. The Effingham County School District and individual school provide no liability or accident insurance coverage for injuries which may occur or claims which may be brought arising out of the use of the facility by the Outside User of facilities. The Effingham County School District and its employees are protected against such claims by sovereign and official immunity. The Outside User of facilities is responsible for providing any such insurance required by the Facility Use Contract and for indemnifying and holding harmless the Effingham County School District and its employees from the cost of defending any claims which may be filed against them.
11. The Outside User of the facilities or athletic fields must present to the Superintendent or Superintendent's designee a copy of a Certificate of Insurance for at least \$1,000,000.00 from their general liability policy or a Special Event Policy providing at least \$1,000,000.00 in liability coverage, naming the Effingham County School District as an additional insured.
12. A signed agreement must be completed and approved by the Superintendent or Superintendent's designee before an organization may use the school facility.
13. Classrooms shall not be used unless the classroom is not currently being used as an "active" classroom and approval has been given by the school level principal.
14. Employment of school resource officers for the event may be required by the Superintendent.

School Administrator: _____

User of Facilities: _____

Date: _____

Staff Report

Subject: Georgia Emergency Communications Authority 911 Training Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08-03-2021
Item Description: Consideration to accept a Georgia Emergency Communications Authority (GECA) 911 Training Grant.

Summary Recommendation:

Staff is requesting approval to accept a Georgia Emergency Communications Authority (GECA) 911 Training Grant.

Executive Summary:

The Georgia Emergency Communications Authority (GECA) acknowledges that 911's transition into the future involves more than just technology; it must also include the education of public safety professionals who will be required to operate and maintain data and systems to support optimal operating environments necessary to deliver NG911 services to the public. As the State begins the process of planning and implementing strategies necessary for 911 centers, GECA has partnered with the National 911 Programming Office and Georgia Public Safety Training Center (GPSTC) to fund and develop NG911-specific training curriculum for public safety leaders and PSAP telecommunicators (call-takers and dispatchers) focused on technology, operations, and governance needed to support 911 centers. This curriculum is based on the Recommended Minimum Training Guidelines for telecommunicators. Through this grant, local agencies are being provided with block funding for local PSAP leadership and telecommunication across the state.

Background:

1. There is no cost share requirement.
2. This funding is to pay course registration fees only up to \$10,000.
3. Additional pre-approved courses are on a reimbursement system only.
4. Travel expenses are not eligible for reimbursement.

Alternatives for Commission to Consider:

1. Approve to accept a GECA 911 Training Grant.
2. Do not approve accept a GECA 911 Training Grant.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept a GECA 911 Training Grant.

Other Alternatives:

N/A

Department Review: *(list departments)*

E911, Finance

Funding Source:

No cost share requirement. Per Diem expenses are budgeted in the FY22 budget.

Attachments:

1. GECA 911 Training Grant Information



Georgia Emergency Communications Authority

911 Training Grant

2021-2022

The Georgia Emergency Communications Authority (GECA) acknowledges that 911's transition into the future involves more than just technology; it must also include the education of public safety professionals who will be required to operate and maintain data and systems to support optimal operating environments necessary to deliver NG911 services to the public. As the State begins the process of planning and implementing strategies necessary for 911 centers, GECA has partnered with the National 911 Programming Office and Georgia Public Safety Training Center (GPSTC) to fund and develop NG911-specific training curriculum for public safety leaders and PSAP telecommunicators (call-takers and dispatchers) focused on technology, operations, and governance needed to support 911 centers. This curriculum is based on the Recommended Minimum Training Guidelines for telecommunicators. Through this grant, local agencies are being provided with block funding for local PSAP leadership and telecommunication across the state. Rules and requirements are as follows:

1. Primary PSAPs will be allocated \$10,000 to pay for NG911 related training courses. This funding shall *only* be used to pay course registration fees. Additional expenses (such as travel fees, per diem, salary, supplies, replacement training certificates, etc.) are not eligible for reimbursement.
2. Pre-approved courses are on a reimbursement system only. ***Courses must be paid in full by the PSAP before reimbursements are distributed.***
3. Reimbursements should be expected about a month after the application and required documentation have been submitted to the Office of Georgia Emergency Communications Authority (GECA).
4. Primary PSAPs must provide their applications and other required documentation to 911grants@gema.ga.gov.
 - This email address will also serve as the primary point of contact for anything related to the 911 Training Grant. It will appear in your inbox as "GECA 911 Grants."
5. The following is required when submitting documentation for payment reimbursement:
 - Certificate of Completion of the course enrolled in
 - Invoices/Receipts (whichever is applicable)
 - One of the following:
 - Cancelled Check Copies
 - Debit Card Transaction, ACH or EFT Proofs (bank statement)
 - Credit Card Transactions *All credit card statements require proof of debt settlement (e.g., cancelled check copy, ACH or EFT transactions reflected on bank statement, or subsequent month's statement that shows that the debt was paid/settled)
6. ***PSAP Directors*** are required to submit applications to 911grants@gema.ga.gov.



**Georgia Emergency Communications Authority
911 Training Grant - Application
2021-2022**

Date of Application: _____

Name of PSAP: _____

(Should be the same as on IRS determination letter)

Are you a primary PSAP? Yes ☐ No ☐ I'm not sure ☐

*(This grant applies to **Primary PSAPs only**)*

Mailing Address of PSAP: _____

(Should be current and where all your mail is delivered)

City: _____ Zip Code: _____

Name of PSAP Director: _____

(Must be the same person submitting the application)

Email: _____

Phone Number: _____

Course Applying for: _____

Course Date(s): _____

Date of Completion: _____

Course Instructor: _____

(If known)

Registration Fee: _____

(Example: \$65 to register for a course per person)

Number of Employees Attending AND total: _____

(Example: \$65 to register for a course/person + 10 employees attending = \$650)

***Submit completed forms to 911grants@gema.ga.gov. Do not forget to also include other required documents. See #5 on Page 1.**

Staff Report

Subject: Renewal of the the Cooperative Agreement with the Georgia Forestry Commission

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

Department: Purchasing

Meeting Date: August 3, 2021

Item Description: Consideration to renew the Cooperative Agreement with the Georgia Forestry Commission

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:

- The County has had a Cooperative Agreement in place with the Georgia Forestry Commission for aid in establishing and maintaining a forestry program since 2010 when House Bill No. 1055 ("Fee Bill") was signed into legislation and the GA Forestry Commission's Board of Commissioners approved increasing the forestland assessment from \$0.04 to \$0.10 per acre of privately held forest land throughout the state. The agreement between Effingham County and the Georgia Forestry Commission runs for three years, 2019-2022. This renewal is for year 3.
- At the County's request, the GA Forestry Commission will help the fire department with larger brush and/or forest fires.
- The GA Forestry Commission operates the forestry program, keeping necessary records so examination of the program can be made at any time. They also do general forestry educational work in the County.
- The cost for this agreement is \$0.10 annually per commercial private forest acre (based upon the most recent United States Forest Service forest survey for GA). FY19 invoice was \$22,119.00; FY20 invoice was \$22,119.00, FY21 invoice was \$22,119.00, and FY22 invoice is \$22,119.00.
- The agreement can be terminated with 30 days written notice.
- Should the agreement be terminated, all unexpended County funds will be refunded to the County after outstanding obligations have been paid.

Alternatives for Commission to Consider:

1. Board approval to allow the Cooperative Agreement with the Georgia Forestry Commission to renew for the period July 1 2021 through June 30 2022.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / Fire

Funding Source: Funding is included in the FY22 budget

Attachments:

Cooperative Agreement with the Georgia Forestry Commission.

**RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made and entered into this 17th day of September, 2019, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Effingham County Fire Department, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Effingham County, Georgia the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. The purposes of this document are:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and
WHEREAS, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM;
- b) Provide the COOPERATOR a reimbursable cost estimate, if applicable to this agreement and of the equipment requested, if within the capabilities of the COMMISSION.
- c) Make available to the COOPERATOR, through reimbursable cost transactions, supplies necessary to assemble and construct fire suppression vehicles.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
- b) To operate said equipment at no cost to the COMMISSION nor to the State of Georgia.
- c) To make said equipment available for inspection by the COMMISSION at any time.
- d) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment listed on the ADDENDUM, which is State of Georgia or Federal Excess property, may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition. The COMMISSION may seek reimbursement from the COOPERATOR for any federal or state excess property that is not returned for proper disposal.
- c) When any equipment is returned to the COMMISSION upon termination of this agreement, or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.

- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned equipment is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment listed on the ADDENDUM in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.

Operational Procedures

- 1. Dispatching:
 - a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
 - b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.
- 2. Communications:
Upon arrival at the scene:
 - a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
 - b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
 - c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
 - d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.
- 3. Mutual Assistance:
 - a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
 - b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
 - c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
 - d) Only the COMMISSION can authorize the use of backfires.
 - e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.
- 4. Training:
 - a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
 - b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped

with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.

5. Other:

Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil Rights Act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

Georgia Forestry Commission

Signature: State Forester/Director

Date: _____

Effingham County

Board of Commissioners
Fire Department

Signature: Wesley M. Cooper
(Person legally authorized to enter into agreement for COOPERATOR)

Date: 11/07/2019

Georgia Forestry Commission

Signature: Paul Kist
Chief Forest Ranger

Date: 9/17/2019

Effingham County

Fire Department

Signature: Chad Hays
Fire Department Chief

Date: 11-7-19

See next page(s) for ADDENDUM to this Agreement

ADDENDUM

**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF
UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND
Effingham County FIRE DEPARTMENT**

GEORGIA FORESTRY COMMISSION		
AREA COVERED	The County of <u>Effingham</u> ; primarily all lands within the county, private and public, county and state owned and federal lands not under specific agreement. COMMISSION resources assigned to a county are also responsible for all lands within the State of Georgia upon request by the Chief of Forest Protection or his designee.	
RESOURCES:	Equipment: (List # Tractor/Plow Suppression Units, Type 6 Engine(s), Type 7 Engines(s), Other Suppression Equipment (not radio call signs). Provide Make, Model, Year and GFC#)	Wildland Fire Suppression Positions: (List by title; (example: Chief Ranger, # of Ranger 1, Supplemental FF, Forester who are available for fire suppression activities this county))
	2012 Ford F-250 GFC # 420-2327	Paul Kitchens Chief Ranger
	2005 Ford F-250 GFC # 420-2032	
	2005 John Deere 700H GFC # 1542	George Lamar Ranger 1
	2006 John Deere 650J GFC # 1034	James Thomas Ranger 2
	2017 Caterpillar D6K GFC # 3383	Daniel Partain Ranger 1

All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

FIRE DEPARTMENT/COOPERATOR			
AREA COVERED	Fire Department/Cooperator will provide a map of the primary responsibility area(s) to the COMMISSION's County Unit that is responsible for the area.		
INFORMATION	Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc.... owned and/or loaned by the GFC to the Fire Department. Includes State and Federal Excess Property that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.		Personnel: (Total number of fire department personnel. <u>does not require personnel names</u>)
Description	GFC Property #	AG # (if Federal Property)	
Tanker Trailer	3289		# of Paid Personnel: 44
Fire Knocker Pump	21032		
			# of Volunteer Personnel: 50
			# of Wildland Fire Qualified Personnel (both paid and volunteer): 5

Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department

Staff Report

Subject: Consideration to renew the license agreement with Verizon Wireless for site 133762 (Springfield)

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: August 3, 2021

Item Description: Renew the license agreement with Verizon Wireless for site 133762 (Springfield)

Summary Recommendation: Staff recommends approval to renew the License Agreement with Verizon Wireless for the South Tower – Springfield site 133762

Executive Summary/Background:

- The County currently has a license agreement in place with Verizon Wireless which allows co-location of radio antennas at their site 133762 - Springfield. The terms of the agreement are August 2006 to August 2011, with three additional five year renewals unless otherwise cancelled (2011-2016, 2016-2021, 2021-2026).
- The county owns, operates and maintains its own equipment. There are no payments to Verizon.
- The radio frequencies used are already identified and coordinated with Verizon.
- The agreement can be terminated with 90 days written notice with or without cause.
- The Fire Chief / EMA Director has indicated he would like the agreement to continue.

Alternatives for Commission to Consider:

1. Board approval to allow the license agreement with Verizon Wireless for site ID 133762 (Springfield) to renew for the final five year term.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, EEMA

Funding Source: None

Attachments: License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 28th day of August, 2006, between VERIZON WIRELESS OF THE EAST LP, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Basking Ridge, New Jersey 07920-0125, Attn: Network Real Estate, hereinafter called "Licensor," and EFFINGHAM COUNTY PUBLIC SAFETY DEPARTMENT, an agency of the County of Effingham, State of Georgia, with its principal office at 601 N. Laurel Street, Springfield, Georgia 31329-6816, hereinafter called "Licensee."

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee a license of that certain parcel of property described as a eleven-foot eight-inch (11' 8") by sixteen-foot six-inch (16' 6") parcel containing approximately 193 square feet, and a parcel described as a five foot (5') by eleven foot (11') parcel containing approximately 55 square feet (hereinafter collectively called "Property"), as shown on the site plan attached hereto as part of Exhibit "A" and made a part hereof, being a portion of Licensor's property, Tower Identifier Springfield, located at 3576 State Highway 21, City of Springfield, County of Effingham, State of Georgia 31329-3812, containing approximately 9.05 (+/-) acres as shown on Tax Map 102-126A of Effingham County, Georgia, and being further described in Exhibit "A" hereto, for the installation of equipment cabinet(s) in an eleven-foot eight-inch (11' 8") by sixteen-foot six-inch (16' 6") building, together with a license to place three (3) antennas and one (1) tower-mounted amplifier (TMA) on Licensor's communication facility as described in Exhibit "B" attached hereto and made a part hereof, and together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes, over, under, or along a right of way extending from the nearest public right-of-way (State Highway 21, adjacent to the Licensor's property) to the licensed premises (the said ground space, equipment cabinet, and tower space for antennas and amplifier being hereinafter described as the "Premises"). The Premises and right-of-way for access are as described herein in Exhibit "A" attached hereto and made a part hereof. Licensee's Equipment is as described in Exhibit "B" attached hereto and made a part hereof.

This License Agreement shall be subject to the following terms and conditions.

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

Licensee shall pay Licensor an annual fee of Zero dollars (\$0.00) to be paid in equal monthly installments on the first (1st) day of each month commencing with the first month of the term of this License Agreement in advance to Verizon Wireless, P.O. Box 64498, Baltimore, Maryland 21264-4498 or to such person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Licensee must include with each payment the alpha numeric site designation as specified on Page 1 of the Agreement and the specific site location. Notwithstanding the foregoing, the Licensor and Licensee have agreed that no annual fees will be paid by Licensee.

2. Licensee may have the option to extend this license for three (3) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. The annual fee for each of such five (5) year extension terms shall be Zero dollars (\$0.00).

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any

injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is

removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the

Licensors supervision and shall be subject to Licensors final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licensor which shall protect Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as named insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be

deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

Bodily Injury	\$2,000,000
	\$2,000,000
Property Damage	\$1,000,000
	\$1,000,000

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefor. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensors disclaims any warranty, expressed or implied, regarding Licensors title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. **The Licensors and Licensee acknowledge that the Licensors rights in the property derive from a certain General Warranty Deed dated July 31, 2002, between Price Communications Wireless, Inc., as grantor, and the Licensors herein, as grantee, recorded in Deed Book 893 at Page 253, Effingham County, Georgia records.**

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensors. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensors.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

- (a) Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921-2123
Attention: Network Real Estate

or to such other address as Licensors may furnish to Licensee in writing.

- (b) If to Licensee,
Effingham County Safety Department
601 N. Laurel Street
Springfield, GA 31329-6816

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

38. Licensee acknowledges and agrees that the tower which is part of Licensor's communication facility requires strengthening in order to accommodate Licensee's equipment installation and operation. Licensor reserves the right, in Licensor's sole discretion, to require Licensee to carry out such strengthening of the tower as required for Licensee's equipment on the tower, including but not limited to all tower-strengthening steps and satisfaction of all tower-strengthening requirements as provided in, and in accordance with, the applicable structural engineering report by Walker Engineering dated May 12, 2006, which Licensor shall furnish to Licensee if Licensee is to do such strengthening work, and including professional engineering design of such strengthening (the "Structural Analysis"), or at Licensor's sole discretion, Licensor may perform any part or all of such tower-strengthening itself and require Licensee to do only the portion of such work that Licensor does not do.

In the event Licensor requires or allows Licensee to carry out any such tower strengthening, Licensee shall bear the expense of such strengthening done by Licensee at Licensee's sole expense, and no rent credit or other credit will be provided by Licensor in connection therewith.

The installations for such strengthening, whether done by Licensor or Licensee, shall not be part of the Licensee's equipment or property and upon installation shall become part of the tower and other property belonging to Licensor, provided that Licensee shall ensure that the strengthening installations done by Licensee are done in conformity with the easements and rights granted to Licensee in the License Agreement (including but not limited to location of all guy wires and bases within the property owned by Licensor) and are within the structural parameters contained in, and are installed in accordance with, the Structural Analysis; and provided that Licensee shall remain fully responsible and liable for the proper design and construction of such strengthening installations done by

Licensee. Licensee shall cause all such strengthening work and installations done by Licensee to be inspected and approved by an independent and disinterested third-party professional who is acceptable (including evidence of acceptable competency and all required licenses) to Licensor and Licensee. Licensor shall have the right to approve the report of such third-party professional. All such strengthening installations shall remain with the tower as part of Licensor's property when the License Agreement ends.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURES ARE ON THE NEXT PAGE.]

WITNESS the following signatures:

WITNESS:

Bonnie Danahang
WITNESS

[Signature]
WITNESS

LICENSOR:

VERIZON WIRELESS OF THE EAST LP d/b/a Verizon Wireless

By: VERIZON WIRELESS OF GEORGIA LLC, its General Partner

By: CELLCO PARTNERSHIP, its Sole Member

By: [Signature]
Hans F. Leutenegger
Area Vice President-Network-South Area

WITNESS:

Patrice Lewis
WITNESS

Arnon Taylor
WITNESS

LICENSEE:

EFFINGHAM COUNTY PUBLIC SAFETY DEPARTMENT

By: Verna H. Phillips

Print Name: Verna H. Phillips

Title: Chairperson

EXHIBIT "A" (Page 1 of 2)
Site Plan

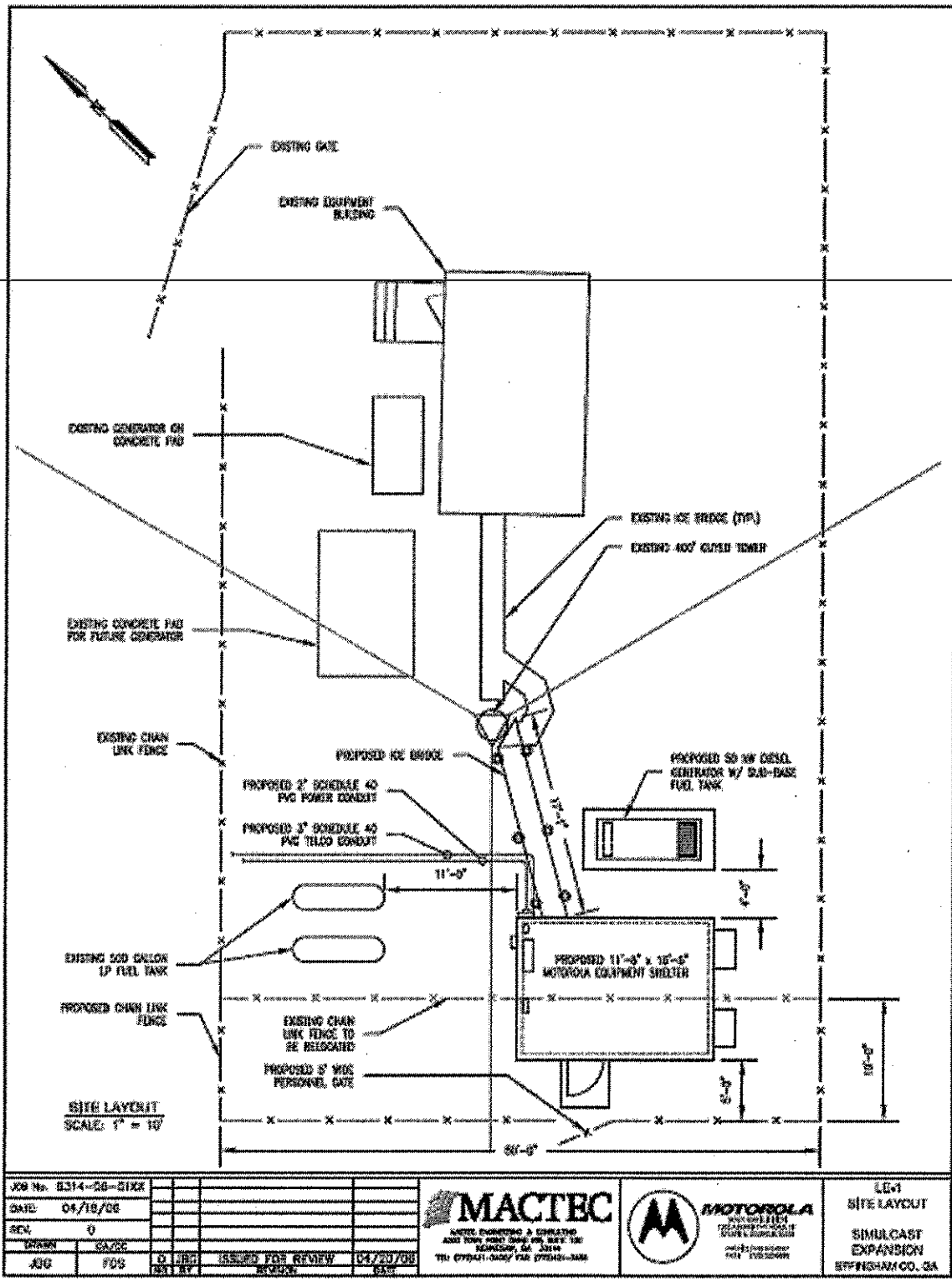


EXHIBIT "A"
(Page 2 of 2)

Legal Description

All that certain tract of land lying in Effingham County, Georgia, as shown on a plat of a 9.05 acre portion of the "J. W. Arnsdorff Tract" 10th & 11th G. M. District, Effingham County, Georgia, prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified by James M. Sims, Ga. Reg. No. 2280, recorded in Map Book 22, page 148, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, being described as follows:

Starting at the point of commencing which is the intersection of the center line of County Road 63 and the east right of way of Georgia Highway No. 21; thence running north 35 degrees 47 minutes 30 seconds west 87 feet along the northeasterly right of way line to a right of way monument; thence south 54 degrees 12 minutes 30 seconds west a distance of 40 feet to a right of way monument; thence north 35 degrees 47 minutes 30 seconds west a distance of 600 feet to a point; thence south 54 degrees 12 minutes 30 seconds west a distance of 10 feet to a point; thence north 35 degrees 47 minutes 30 seconds west a distance of 264.19 feet to the POINT OF BEGINNING which is on the northeasterly right of way line of Georgia Highway No. 21; thence north 35 degrees 47 minutes 30 seconds west a distance of 75.16 feet along the northeasterly right of way line of Georgia Highway No. 21 to a point; thence north 50 degrees 30 minutes 55 seconds east a distance of 57.20 feet to a point; thence north 50 degrees 30 minutes 55 seconds east a distance of 780.98 feet to a point; thence south 35 degrees 47 minutes 45 seconds east a distance of 647 feet to a point; thence south 54 degrees 12 minutes 15 seconds west a distance of 600 feet to a point; thence north 35 degrees 47 minutes 45 seconds west a distance of 533.15 feet to a point; thence south 50 degrees 30 minutes 55 seconds west a distance of 236.94 feet to the POINT OF BEGINNING. Reference is made to the aforesaid plat for a more complete description. For back titles see the deed from Lew Ellyne Arnsdorff to John Lavonne Arnsdorff and Onnie H. Arnsdorff dated December 30, 1986 recorded in Deed Book 240, page 487 in the Office of the Clerk of the Superior Court of Effingham County, Georgia dated December 30, 1986 and a deed between the same parties dated February 27, 1987 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 242, page 224. For further back title see Assent to Devise of which the property was conveyed from the Estate of J. Wilton Arnsdorff to Lew Ellyne Arnsdorff recorded in Deed Book 240, page 485 in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

Manufacturer and Type:	One (1) Decibel DB809KE-XT (Transmit) One (1) Decibel DB809KE-XT (Receive) together with a head-end amplifier at the base of the receiving antenna One (1) Decibel DB-224
Number of Antennas:	Three (3)
Weight and Height of Antenna(s):	DB809KE-XT: 27 lbs each; 146.5 inches high each DB-224: 48 lbs; 255 inches high
Transmission Line Mfr. and Type No.:	DB809KE-XT (Transmit): Andrew P/N LDF6-50 DB809KE-XT (Receive): Andrew P/N LDF5-60 DB-224: Andrew P/N LDF5-50A
Diameter and Length of Transmission Line:	DB809KE-XT (Transmit): 1-1/4", approx. 380 ft. DB809KE-XT (Receive): 7/8", approx. 346 ft. DB-224: 7/8", approx. 220 ft.
Height of Antenna on Tower:	360 feet (DB 809KE-XT -- Transmit) 326 feet (DB 809KE-XT -- Receive) 200 feet (DB-224) All centerline AGL heights
Tower leg:	As required by structural analysis described in the License Agreement
Direction of Radiation:	360 degrees
Rated Power:	DB809KE-XT: 225 Watts DB-224: 296 Watts
Transmit Frequency:	DB809KE-XT (Transmit): 856.2375 MHZ 857.2375 MHZ 858.2375 MHZ 859.2375 MHZ 860.2375 MHZ 860.4625 MHZ 860.9375 MHZ DB-224: 153.950 MHZ 155.355 MHZ

Receive Frequency:

DB809KE-XT (Receive):

811.2375 MHZ
812.2375 MHZ
812.2375 MHZ
814.2375 MHZ
815.2375 MHZ
815.4625 MHZ
815.9375 MHZ

DB-224:

153.950 MHZ
153.790 MHZ

TRANSMITTER EQUIPMENT IN BUILDING:

Manufacturer:

Motorola

Model Number:

Quantar

Power Output (WATTS):

100 watts (DB809KE-XT)
110 watts (DB-224)

EXHIBIT "C"

Revision: 4/6/95

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

a. American National Standards Institute:

ANSI/EAI-222E Structural Standards for Steel Antenna Towers and Antenna
Supporting Structures

b. Federal Aviation Administration Regulations:

Vol. XI, Part 77 Objects Affecting Navigable Airspace

Advisory Circular Obstruction Marking and Lighting
AC 70/7460

Advisory Circular High Intensity Obstruction Lighting
Systems
AC 150/5345-43,

FAA/DOD Specifications L-856

c. Federal Communications Commission Rules and Regulations:

Code of Federal Construction, Marking and Lighting of Antenna
Regulations Title 47 Structures

Chapter I, Part 17

d. National Electrical Code

e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

g. State Fire Safety Code

h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

i. ~~Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.~~

C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:

- a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
- b. Fully executed License Agreement.
- c. Copies of FCC Licenses and construction/building permits.
- d. Final site plan outlining property boundaries, improvements, easements and access.
- e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Licensor.

- a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
- b. Add-on power amplifiers.
- c. "Hybrid" equipment with different manufacturers' RF strips.
- d. Open rack mounted receivers and transmitters.
- e. Equipment with crystal oscillator modules which have not been temperature compensated.
- f. Digital/analog hybriding in exciters, unless type-accepted.
- g. Non-continuous duty rated transmitters used in continuous duty applications.
- h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
- i. Change in operating frequency (ies).
- j. Ferrite devices looking directly at an antenna.
- k. Nickel plated connectors.
- l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to 1-800-852-2671.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licenser against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licenser reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licenser and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licenser reserves the right to inspect Licenser's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licenser and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licenser shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licenser of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licenser against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licenser's General Manager - Operations or his or her designee and any approval or consent by the Licenser shall only be effective if executed in writing by the Licenser's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licenser's sole discretion to require any or all of the following:
 1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licenser approval required.
 2. 30-76 MHz
- Isolators required
 3. 130-174 MHz
- TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
 4. 406-512 MHz
- Isolators - minimum of 30 dB with bandpass cavity
 5. 806-866 MHz
- Isolators - minimum of 60 dB with bandpass cavity
 6. 866 MHz and above - as determined by Licenser.
- B. Additional protective devices may be required based upon Licenser's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Helix, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency (ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and

SITE: SPRINGFIELD
LOCATION CODE: 133762

- only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

- 1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

- 1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

- 1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
- 2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
- 3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

- 1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.

2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

SITE: SPRINGFIELD
LOCATION CODE: 133762

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling 1-800-852-2671 and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

3291135_v5

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the "First Amendment") is made this 24 day of July, 2014, between Verizon Wireless of the East, L.P., a Delaware limited partnership, d/b/a Verizon Wireless ("Licensor") and Effingham County Public Safety Department, an agency of the County of Effingham, State of Georgia ("Licensee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated August 28, 2006 (the "Agreement") wherein Licensor leased to Licensee certain land, owned or leased by Licensor, and certain space on a tower structure owned and operated by Licensor located at 3576 State Highway 21, Springfield, Effingham County, Georgia;

WHEREAS, Licensor and Licensee desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree to the following:

1. Licensor and Licensee hereby agree that as of the date this First Amendment is fully executed, Exhibit B of the Agreement shall be deleted and replaced with Exhibit B-1 of this First Amendment ("Exhibit B-1"), which is incorporated herein by this reference. Only the antennas and equipment listed in Exhibit B-1 will be authorized and permitted by Licensor.
2. The Parties agree that Licensee's equipment modification, as specified in this First Amendment, will not change Licensee's current zero dollar rent amount.
3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
4. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
5. Except as otherwise provided for in this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

Licensor Site Reference: Springfield-A/Hwy 21
Licensor Location #: 133762

Licensee Site Reference: North Verizon
Licensee Location #: 2


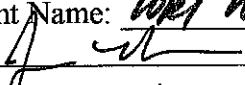
Item IX. 4.

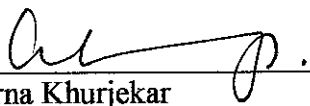
IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below:

LICENSOR:

Verizon Wireless of the East LP
d/b/a Verizon Wireless
By Celco Partnership, It General Partner

LICENSOR WITNESSES:



Print Name: Lori Walters

Print Name: Jodie Hampton


By: 
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 7/24/14

LICENSEE:

Effingham County
Public Safety Department

LICENSEE WITNESSES:


Print Name: Jay Spinks
911 Director
Print Name: _____

By: 
Name: Edwin Myrick
Title: Director EMT
Date: 05-15-2014

**Exhibit B-1
to
Agreement**

Existing Equipment:

One (1) Decibel (DB809KE-XT) (Transmit) Antenna at the 360' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/N LDF6-50 1-1/4" coax

One (1) Decibel (DB809KE-XT) (Receive) Antenna at the 326' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/NLDF5-60 7/8" coax

One (1) Decibel (DB-224) Antenna at the 200' level
Dimensions & Weight: 255 inches high & 48 lb
One (1) Andrew P/N LDF5-50A 7/8" coax

Ground Space: 11'8" x 16'6" and 5' x 11'

Equipment to be Installed at the 180' level (under this First Amendment):

One (1) Radiowaves (HP6-5.9DW2) Microwave Dish
Dimensions & Weight: 6' & 120 lb
One (1) Andrew (LDF4-50) 1/2" coax

Total Inventory of Equipment under this First Amendment:

One (1) Decibel (DB809KE-XT) (Transmit) Antenna at the 360' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/N LDF6-50 1-1/4" coax – one 7/8" and one 1/2" coax cable existing

One (1) Decibel (DB809KE-XT) (Receive) Antenna at the 326' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/NLDF5-60 7/8" coax - one 1-1/4" coax cable existing

One (1) Decibel (DB-224) Antenna at the 200' level
Dimensions & Weight: 255 inches high & 48 lb
One (1) Andrew P/N LDF5-50A 7/8" coax

One (1) Radiowaves (HP6-5.9DW2) Microwave Dish at the 185' level
Dimensions & Weight: 6' & 120 lb
One (1) Andrew (LDF4-50) 1/2" coax

Ground Space: 11'8" x 16'6" and 5' x 11' (no change under this First Amendment)

Memo

To: Tim Callanan, County Administrator

From: Tasheena Shiggs

Date: August 3, 2021

Re: Fire Releases

These properties meet the requirements for release. These properties will be checked periodically in the future to ensure that they still meet the release requirements. If at any time they fail to meet the release requirements, the Fire Special Tax will be added back to the property tax bill.

[illegible]

If you have any questions please contact the Effingham County Sanitation Department (912) 754-4668 Ext 0

RETURN COMPLETED FORM to the

Effingham County Board of Commissioners
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Item IX. 5.

Terms and Conditions for Release of the
Special Tax Assessment for Fire Services
Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 0246-005-A00 and _____

Property Owner's Name: Anna Simms Estate c/o Jacqueline J. Scott

Property Address Being Released: 972 Savannah Town Rd, Springfield GA 31329

Mailing Address: 8831 Bliss Rd, Gibsonton FL 33534

Name of Contact Person: Jacqueline J. Scott

Phone Number: 813-317-6919 Additional Number: 202-372-7820

Check One:

- ☐ No structure on property or structure was removed from property
☐ One structure on property

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. Previous occupant passed away June 2018, see attached, and there is no home or buildings Effingham County Probate Court transferred ownership back to the estate, Dec 2018, see attached.

Release and/or Refund Amount Requested:

Year: 2019 Tax Bill #: 25926 Amount Requested \$ 100.00

Year: 2020 Tax Bill #: 26046 Amount Requested \$ 105.00

Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative fire service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Department of Fire and Rescue and apply for fire service within 30 days should my property no longer qualify for the *special tax assessment* release.

Jacqueline J. Scott, Estate Administrator



12/02/2020

Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature]

Date: 12-16-2020

Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature]

Date: 6/24/21

Tax Commissioner: ☐ Approve ☒ Disapprove By: Linda McDaniel/CB

Date: 6/24/21

Board of Commissioners: ☐ Approve ☐ Disapprove

Amount: \$ _____

Commissioner Chairman Signature: _____

Date: _____

RECEIVED BY: [Signature]

DATE: 12/3/20

Memo

To: Tim Callanan, County Administrator

From: Tasheena Shiggs

Date: August 3, 2021

Re: Sanitation Releases

These properties meet the requirements for release. These properties will be checked periodically in the future to ensure that they still meet the release requirements. If at any time they fail to meet the release requirements, the Sanitation Special Tax will be added back to the property tax bill.

	<u>Name</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Reason for Request</u>	<u>Release Amount</u>
1	Joseph & Kathy Harrison	100 Beecher Dr	0317A002	Removal of second trash can	\$ -
2	Roland Jackson & Sandra Butler	2252 HWY 17 N	2690015	Removal of second trash can	\$ -
3	Presto Butler (Thad Butler)	636 Floyd Ave	2960019	Removal of second trash can	\$ 100.00
4	Charles Usher	163 Shawnee Rd	0264A024	Structure is in deteriorating conditions and not fit for	\$ -
5	Sammie Allen Shahal	677 Noel C Conaway Rd	3520084	Structure is in deteriorating conditions and not fit for	\$ 860.00
6	Shirley Stokes	611 Meldrim Rd	0330A003A00	Removal of second trash can	\$ 430.00
7	Jeffery & Stacy Eiben	104 Gnann Way	0445C032	Removal of second trash can	\$ 100.00
8	Steven & Dell Keeble	860 Herbert Kessler Rd	03950004B00	Removal of second trash can	\$ 215.00
					\$ -
					\$ 1,705.00

If you have any questions please contact the Effingham County Sanitation Department (912) 754-4668 Ext 0

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the Special Tax Assessment

Map and Parcel #: _____ and 0445C-032-000
 Property Owner's Name: JEFFERY T & STACY M EIBEN
 Property Address Being Released: 104 GNANN WAY
RINCON, GA 31326
 Mailing Address: SAME

Name of Contact Person: STACY EIBEN
 Phone Number: 843-670-5973 Additional Number: _____
 Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. TAX ASSESSMENT INCLUDES 2 SANITATION CHARGES. WE ONLY HAVE ONE TRASH CAN.

Release and/or Refund Amount Requested:

Year: 2021 Tax Bill #: 0455C032 Amount Requested \$ 100.00
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

STACY EIBEN
 Person Requesting Release (please print)

Stacy Eiben
 Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: Chad H Date: 6-1-21
 Tax Assessor: ☒ Approve ☐ Disapprove By: Nat Brown Date: 6/4/21
 Tax Commissioner: ☒ Approve ☐ Disapprove By: James Darst Date: 6-7-21
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ 100.00
 Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: J. Shiggo DATE: 5/24/21



County
Effingham
Georgia

Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized

Confirmation Number: 74219793

Your payment has been authorized successfully and payment will be processed.

Effingham County thanks you for your payment. For questions about your account, please call 912-754-2128 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Sanitation Fees payment of \$378.33 on Application/Permit Number 202000547	\$378.33

Customer Information

First Name: Stacy
Last Name: Eiben
Address Line 1: 104 Gnann Way
Address Line 2:
City: Rincon
State: Georgia
Zip Code: 31326
Phone Number: 8436705973
Email Address: stacyeiben@gmail.com

Subtotal:	\$378.33
Convenience Fee:	\$9.46
Total Payment:	\$387.79

Payment Information

Payment Date: 04/24/2020
Card Type: Visa
Card Number: *****7581

[Print](#)

RE: EXTERNAL:Solid Waste Collection Service App - 104 Gnann Way

Tasheena Shiggs <TShiggs@effinghamcounty.org>
To: Stacy E <stacyeiben@gmail.com>
Cc: Jacquelyn Smith <JSmith@effinghamcounty.org>

Thu, Apr 23, 2020 at 10:57 AM

Your application has been processed and your permit number is 202000547. You will use this number to pay the fee of \$378.33 online, which covers the rest of this year and all of next year.

Visit our website at www.effinghamcounty.org and click on the online payments tab, click "Sanitation Services" and complete the process for submitting your payment. Once your payment is received your carts will be delivered within 3-5 business days.

Thank you,

Tasheena Shiggs

Effingham County B.O.C.

Sanitation Clerk

912-754-4668 Ext. 2

From: Stacy E [mailto:stacyeiben@gmail.com]
Sent: Thursday, April 23, 2020 9:48 AM
To: Sanitation
Cc: Jeff Eiben
Subject: EXTERNAL:Solid Waste Collection Service App - 104 Gnann Way

Good morning!

Attached is our application for solid waste collection. If you need anything else, please let me know.

Official Tax Matter - 2021 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

Annual Assessment Notice Date: 14-May-21

Last date to file a written appeal: 28-Jun-21

*** This is not a tax bill - Do not send payment ***

County property records are available online at: qpublic.net/ga/effingham/

*****AUTO**5-DIGIT 31312

10221723 9997-RNA 11454 1 1 2

EIBEN JEFFERY T AND STACY M
104 GNANN WAY
RINCON GA 31326-5743



The amount of your ad valorem tax bill for the year shown above will be based on the Appraised (100%) and Assessed (40%) values specified in BOX 'B' of this notice. You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors. If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at <https://dor.georgia.gov/documents/property-tax-appeal-assessment-form>.

At the time of filing your appeal you must select one of the following appeal methods:

- (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability)
- (2) Arbitration (value)
- (3) County Hearing Officer (value or uniformity, on non-homestead real property or wireless personal property valued, in excess of \$500,000)

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at 901 N. Pine St. Suite 106 Springfield, GA 31329 and which may be contacted by telephone at: (912) 754-2125. Your staff contacts are Neal Groover and Jennifer Keyes.

Additional information on the appeal process may be obtained at <https://dor.georgia.gov/property-tax-real-and-personal-property>

Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
17015	0445C032	0.51	01		YES-S1

Property Description .51 AC LOT 32 (OUT 445-27)

Property Address 104 GNANN WAY

	Taxpayer Returned Value	Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value
100% <u>Appraised</u> Value	0	40,000	329,202	0
40% <u>Assessed</u> Value	0	16,000	131,681	0

REASONS FOR ASSESSMENT NOTICE

C2 1-year Arms Length Transaction cap removed
NO Ownership Change
67 NEW STRUCTURE
C2 New Residential Improvement added.
SR STRUCTURES REVALUED

The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable Value	Millage	Estimated Tax
COUNTY M&O	0	4,000	127,681	0.007528	961.18
SCHOOL M&O	0	2,000	129,681	0.016225	2,104.07
INDUSTRIAL AUTHORITY	0	4,000	127,681	0.002000	255.36
HOSPITAL AUTHORITY	0	4,000	127,681	0.001710	218.33
FIRE CHARGE-RES 1 AN	0	0	131,681	0.000000	33.44
FIXED ASSESSMENT	0	0	131,681	0.000000	0.00
SANITATION - REGULAR	0	0	131,681	0.000000	215.00
FIRE FEE-RES	0	0	131,681	0.000000	105.00
SANITATION - REGULAR	0	0	131,681	0.000000	215.00
PUBLIC WORKS ROADS	0	4,000	127,681	0.000822	104.95

Total Estimated Tax

4,283 50

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services

Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 03520 and 084
Property Owner's Name: Shahai, Sammie Allen
Property Address Being Released: 677 Noel C Conway Rd
Guyton, Ga 31312
Mailing Address: _____

Name of Contact Person: Sammie Shahai
Phone Number: 912. 433.7980 Additional Number: _____

Check One:

- ☒ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. Only one house being used

Release and/or Refund Amount Requested:

Year: 2020 Tax Bill #: 23482 Amount Requested \$ 430
Year: 2019 Tax Bill #: 23551 Amount Requested \$ 430
Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Sammie Shahai
Person Requesting Release (please print)

Sammie Shahai
Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: Chit H Date: 6-1-21
Tax Assessor: ☒ Approve ☐ Disapprove By: Neal Cropper Date: 6/4/21
Tax Commissioner: ☒ Approve ☐ Disapprove By: Imc Daniel Date: _____
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ 866.00 860.00 Lm
Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY:

J Shygo

DATE:

4/22/21

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 029100 and 019
 Property Owner's Name: Preston R. Butler (Thad Butler)
 Property Address Being Released: 636 Floyd Ave
Gwynn GA 31312
 Mailing Address: Same as above

Name of Contact Person: Preston R Butler
 Phone Number: 912 429 3873 Additional Number: _____
 Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☒ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. Thad Butler, Preston's father, passed away. He was the owner. The house and land has since been placed in

Release and/or Refund Amount Requested: Preston's Name

Year: 2020 Tax Bill #: _____ Amount Requested \$ 100.00
 Year: 2021 Tax Bill #: _____ Amount Requested \$ 100.00
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____

- Removed in system 2021

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Preston R Butler Preston R Butler
 Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 6-1-21
 Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 6/4/21
 Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: _____
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ 100.00
 Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: J. Shipe DATE: 3/19/21

Called Mr Butler 6-4-2021 Someone is living in house now.

gky

Void

X

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Item IX. 6.

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 03950004B00 and Acct#11930

Property Owner's Name: Steven B Keeble & Dell E. Keeble

Property Address Being Released: 866 Herbert Kessler Rd Tract 2B Guyton, Ga 31312

Mailing Address: 860 Herbert Kessler Rd Guyton, Ga 31312

Name of Contact Person: Dell E Keeble

Phone Number: 912-667-1750

Additional Number: _____

Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
- ☐ Structure is not a permanent residence
- ☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax*

assessment. There is no buildings on property and we have never had sanitation on it. My Daughter owns 1.2 acres in the front of the property @ 866 Herbert Kessler RD Tract 2A Guyton, Ga 31312 and she has service and has been paying for service since she build her home

Release and/or Refund Amount Requested:

Year: 2021 Tax Bill #: 11930 Amount Requested \$ 215.00

Year: 2020 Tax Bill #: _____ Amount Requested \$ 215.00

Year: 2019 Tax Bill #: _____ Amount Requested \$ 0

*Only charged for 2020
Removed for 2021*

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the *special tax assessment* release.

Dell E Keeble

Dell E Keeble

Digitally signed by Dell E Keeble
DN: CN = Dell E Keeble email = dell.keeble@paper.com C = AD
Date: 2021.05.26 10:55:42 -0400

Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature]

Date: 6-1-21

Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature]

Date: 6/4/21

Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature]

Date: _____

Board of Commissioners: ☐ Approve ☐ Disapprove

Amount: \$ 215.00

Commissioner Chairman Signature: _____

Date: _____

RECEIVED BY: [Signature]

DATE: 5/26/21

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 0330AB03A00 and ACT # 5546
 Property Owner's Name: Shirley Y Stokes
 Property Address Being Released: 611 Meldrim Rd Meldrim GA

Mailing Address: PO Box 419
Meldrim, GA 31318

Name of Contact Person: Shirley Stokes
 Phone Number: 912 663-8901 Additional Number: 912 748-6867

Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. Only have one trash can - Second Trash Can
Removed in 2015

Release and/or Refund Amount Requested:

Year: 2021 Tax Bill #: 5546 Amount Requested \$ 215.00 *> Removed for 2021 Lmed*
 Year: 2020 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2019 Tax Bill #: _____ Amount Requested \$ 215.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Shirley Y Stokes Shirley Stokes
 Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 6-1-21
 Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 6/4/21
 Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 6-7-21
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ 430.00
 Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: [Signature] DATE: 5/24/21



*****AUTO**5-DIGIT 31312
10221723 9997-RNA 9494 1 1 2



STOKES SHIRLEY Y
PO BOX 419
MELDRIM GA 31318-0419



Official Tax Matter - 2021 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

Annual Assessment Notice Date: 14-May-21

Last date to file a written appeal: 28-Jun-21

*** This is not a tax bill - Do not send payment ***

County property records are available online at: qpublic.net/ga/effingham/

9997 PRNA 5/9/21 K

The amount of your ad valorem tax bill for the year shown above will be based on the Appraised (100%) and Assessed (40%) values specified in BOX 'B' of this notice. You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors. If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at <https://dor.georgia.gov/documents/property-tax-appeal-assessment-form>.

At the time of filing your appeal you must select one of the following appeal methods:

- (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability)
- (2) Arbitration (value)
- (3) County Hearing Officer (value or uniformity, on non-homestead real property or wireless personal property valued, in excess of \$500,000)

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at 901 N. Pine St. Suite 106 Springfield, GA 31329 and which may be contacted by telephone at: (912) 754-2125. Your staff contacts are Neal Groover and Jennifer Keyes.

Additional information on the appeal process may be obtained at <https://dor.georgia.gov/property-tax-real-and-personal-property>

Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
5546	0330A003A00	6.04	01		YES-SC
Property Description	6.04 AC				
Property Address	611 MELDRIM RD				
	Taxpayer Returned Value	Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value	
100% <u>Appraised</u> Value	0	322,121	321,743	0	
40% <u>Assessed</u> Value	0	128,848	128,697	0	

REASONS FOR ASSESSMENT NOTICE

NB Neighborhood Factor Removed
SR STRUCTURES REVALUED
C2 STRUCTURE DEPRECIATION CHANGE
50 LAND VALUE ADJUSTED TO REFLECT CURRENT MARKET

The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable Value	Millage	Estimated Tax
COUNTY M&O	0	32,403	96,294	0.007528	724.90
SCHOOL M&O	0	40,403	88,294	0.016225	1,432.57
INDUSTRIAL AUTHORITY	0	32,403	96,294	0.002000	192.59
HOSPITAL AUTHORITY	0	32,403	96,294	0.001710	164.66
FIRE FEE-RES	0	0	128,697	0.000000	105.00
FIXED ASSESSMENT	0	0	128,697	0.000000	0.00
SANITATION - REGULAR	0	0	128,697	0.000000	430.00
FIRE CHARGE-RES 1 AN	0	0	128,697	0.000000	34.19
PUBLIC WORKS ROADS	0	32,403	96,294	0.000822	79.15
RECREATION	0	32,403	96,294	0.000558	53.73

Total Estimated Tax

3,216

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 02690 and 015
 Property Owner's Name: Roland Jackson + Sandra Butler
 Property Address Being Released: 2252 Hwy 17 North, Guyton, GA 31312

Mailing Address: 2252 Hwy 17 North
Guyton, GA 31312

Name of Contact Person: Sandra Butler → 912-682-4896 or Roland Jackson

Phone Number: 912-536-5553 Additional Number: 912-682-4364

Check One: Roland & Walter → 912-259-2641 (brothers)

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☒ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. we have not received trash or recycle bins for the
PAST 2 years on that property

Release and/or Refund Amount Requested:

Year: 2020 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2019 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2018 Tax Bill #: _____ Amount Requested \$ 200.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

not charged for 2nd can
Love Daniel

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the *special tax assessment* release.

Sandra Butler

Sandra Butler

Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature]

Date: 6-1-21

Tax Assessor: ☐ Approve ☒ Disapprove By: [Signature]

Date: 6/4/21

Tax Commissioner: ☐ Approve ☒ Disapprove By: [Signature]

Date: 6/7/21

Board of Commissioners: ☐ Approve ☐ Disapprove

Amount: \$ 0

Commissioner Chairman Signature: _____

Date: _____

RECEIVED BY: [Signature]

DATE: 2/2/21

2020 Property Tax Statement

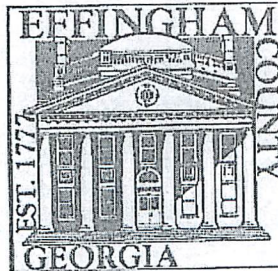
Linda McDaniel
Effingham County Tax Commissioner
PO BOX 787
SPRINGFIELD, GA 31329

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

JACKSON ROLAND &
BUTLER SANDRA G
2252 HWY 17 N
GUYTON, GA 31312

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

Linda McDaniel
Effingham County Tax Commissioner
PO BOX 787
SPRINGFIELD, GA 31329



Phone: (912) 754-2121 Fax: (912) 754-8411

Bill No.	Due Date	* TOTAL DUE *
2020-13475	11/30/2020	1,138.27

Map : 02690-015-000

Payment good through 03/01/2021
Printed: 02/02/2021

Location: 2252 HWY 17 N

The Effingham County Tax Commissioner's office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com or by telephone at 1-888-548-3962. Please be aware there is a convenience fee charged by the provider.

*

Tax Payer: JACKSON ROLAND &
Map Code: 02690-015-000 REAL
Description: 4.00 AC
Location: 2252 HWY 17 N
Bill No: 2020-13475
District: 001 EFFINGHAM COUNTY

Phone: (912) 754-2121 Fax: (912) 54-0411

GEORGIA

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good Through	Exemptions
30,409	40,516	4.0000	70,925	11/30/2020			03/01/2021	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	70,925	28,370		28,370	.0000			.00
COUNTY M&O	70,925	28,370		28,370	10.8730	308.47		213.57
SALES TAX ROLLBACK				28,370	-3.3450		-94.90	
SCHOOL M&O	70,925	28,370		28,370	16.2250	460.30		460.30
PUBLIC WORKS AND ROADS	70,925	28,370		28,370	.8220	23.32		23.32
RECREATION	70,925	28,370		28,370	.5580	15.83		15.83
INDUSTRIAL DEV. AUTHORITY	70,925	28,370		28,370	2.0000	56.74		56.74
HOSPITAL	70,925	28,370		28,370	1.7100	48.51		48.51
FIRE	70,925				.0000	105.00		105.00
SANITATION DEPARTMENT	70,925				.0000	215.00		215.00
TOTALS					28.8430	1,233.17	-94.90	1,138.27

This gradual reduction and elimination of the state property tax millage rate is the result of property tax relief passed by the Governor and the House of Representatives and the Georgia State Senate.

Effingham County provides flood information and insurance requirements upon request for properties in the Unincorporated County at no cost. Such information includes Special Flood Hazard Areas, copies of elevation certificates, and additional flood insurance data such as FIRM zones and base flood elevations. Contact Development Services at 904 N. Pine Street or call (912) 754-8063. More information is available at <http://www.effinghamcounty.org/295/Water-Resources>.

Current Due	1,138.27
Penalty	0.00
Interest	19.26
Other Fees	0.00
Previous Payments	0.00
Back taxes	199.52
TOTAL DUE	1,357.05

Printed: 02/02/2021 57 21

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 03174 and 002
 Property Owner's Name: JOSEPH A. HARRISON / KATHY A. HARRISON
 Property Address Being Released: 100 BESCHER DR GUYTON, GA 31312

Mailing Address: SAME AS ABOVE

Name of Contact Person: KATHY HARRISON

Phone Number: 912-571-5984 Additional Number: _____

Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☒ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. NO LONGER NEED 2 CANS

Release and/or Refund Amount Requested:

Year: 2019 Tax Bill #: _____ Amount Requested \$ 100.00
 Year: 2020 Tax Bill #: _____ Amount Requested \$ 106.00
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____

Removed for 2021 IncDaniel

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

KATHY HARRISON

Kathy Harrison

Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 6-1-21

Tax Assessor: ☐ Approve ☒ Disapprove By: [Signature] Date: 6/4/21

Tax Commissioner: ☐ Approve ☒ Disapprove By: IncDaniel Date: 6-7-21

Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ 0

Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: [Signature] DATE: 1/25/21

*2nd Can was Requested 5-22-2018 by Joseph Harrison
Removed for 2021 JKH*

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 02644 and 024
Property Owner's Name: Charles L. Usher
Property Address Being Released: _____

Mailing Address: 163 Shawnee Rd.
163 Shawnee Rd.

Name of Contact Person: June U. Charous
Phone Number: 754-1971 (912) Additional Number: 1-706-339-5109

Check One:

- ☒ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. No Trash gathered at 163 - Death-

Big 187 puts Trash in front of 163.

Release and/or Refund Amount Requested:

Year: _____ Tax Bill #: _____ Amount Requested \$ _____
Year: _____ Tax Bill #: _____ Amount Requested \$ _____
Year: _____ Tax Bill #: _____ Amount Requested \$ _____

*Removed Jan 2021
Fred Daniel*

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

June U. Charous June U. Charous
Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 6-1-21
Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 6/4/21
Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 6-7-21
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ 0
Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: [Signature] DATE: 4/1/21

Staff Report

Subject: MOA with United Way of the Coastal Empire
Author: Clint Hodges, Fire Chief & EMA Director
Department: 20-EMA
Meeting Date: 08/03/2021
Item Description: Signing of MOA with UWCE - Disaster Relief Fund

Summary Recommendation: Staff recommends approving a Memorandum of Agreement with United Way of the Coastal Empire for the purpose of establishing a Disaster Relief Fund.

Executive Summary/Background: This MOA is to establish a Disaster Relief Fund to assist individuals immediately following an emergency or disaster within the community. Following large scale incidents, residents frequently face challenges that include food shortages, emergency repairs, high insurance deductibles, and/or other critical financial needs.

If approved, the United Way of the Coastal Empire (UWCE) will create a Disaster Relief Fund for the Coastal Empire, and will assist each partnering County in developing a distribution strategy for each emergency event. Each distribution plan will be developed by a committee made up of local representatives, to include public, private, and non-profit/religious partners.

Options/Alternatives for Commission to Consider:

Recommended Option: Approve and sign the MOA

Other Alternative(s): Deny the MOA.

Department Review: EEMA, Finance, County Manager, County Attorney

Funding Source: N/A

Attachments: MOA



MEMORANDUM OF AGREEMENT
BETWEEN
EFFINGHAM COUNTY
AND
UNITED WAY OF THE COASTAL EMPIRE

This Memorandum of Agreement (MOA) is made and entered into this _____ day of _____, 2021 by and between Effingham County, represented by the Effingham Emergency Management Agency, whose address is 181 Recycle Way, Guyton, GA 31312 (hereinafter referred to as the County and/or EEMA) and UNITED WAY OF THE COASTAL EMPIRE, 428 Bull St., Savannah, Ga. (Hereinafter referred to as "Participating Party").

WHEREAS, the County is a community based organization established by articles of incorporation filed with the Secretary of State; and

WHEREAS, the Participating Party is a non-profit corporation established by articles of incorporation filed with the Secretary of State; and

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

WHEREAS, the parties acknowledge the State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies; and

WHEREAS, the Georgia Emergency Management Act, as amended (The Act) gives the local governments the authority to make agreements for mutual aid assistance. Pre-existing agreements for mutual aid assistance help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

NOW THEREFORE, this mutual aid agreement is entered into pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated (O.C.G.A. § 38-3-29) and the Effingham County Emergency Management Code § 18-1.-18-42.

ARTICLE I

GENERAL PURPOSE

The purpose of this Agreement is to:

1. Establish the terms and conditions under which the Participating Party would create, manage and solicit donations for an Effingham County Disaster Relief Fund that would provide funding to organizations providing direct client assistance after a large scale emergency or disaster and directly to clients through United Way services such as 211.



2. Specify persons who are authorized to act on behalf of the County and the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of this Agreement. Authorized Representatives are identified in Appendix A.

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following terms and expressions shall apply:

1. "Agreement" means this Memorandum of Agreement, also referred to as "MOA."
2. "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to the County and/or the Participating Party pursuant to this Agreement.
3. "Authorized Representative" means the County and the Participating Party employee who has been authorized in writing by the County and the Participating Party to carry out the provisions in the Agreement.
4. "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a State of Emergency by Effingham County, its municipalities, the Governor, or the President of the United States. A Disaster Event can occur in Effingham County and is generally, but not always, associated with a State of Emergency.
5. "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property. An Emergency Event can occur in Effingham County irrespective of a State of Emergency.
6. "Participating Party" means the organization that has become party to this Agreement by its approval and execution of this agreement.
7. Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, and the Effingham County Emergency Management Code, unless used in a context that clearly suggests a different meaning.



ARTICLE III

TERMS OF AGREEMENT

This Agreement, once executed, is valid for one year from the date of signature. Agreement of the County and the Participating Party shall automatically renew for an additional one-year term for five consecutive years unless written notice is provided to terminate the agreement. This agreement may be terminated by either party upon 30 days' written notice.

ARTICLE IV

REIMBURSEMENT

During an emergency event, the Participating Party will cover the salaries and expenses of their responding personnel in accordance with standard operating practices and the Effingham County Service Delivery Strategy.

ARTICLE V

LIABILITY AND IMMUNITY

It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. Title 38-3-32, O.C.G.A Title 38-3-33, and O.C.G.A Title 38-3-35 of the 'Georgia Emergency Management Act of 1981', shall apply in addition to any other immunity provided by statutory or case law.

Effingham County, the Participating Party and their respective governing bodies do not waive their sovereign immunity by entering into this Agreement. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

ARTICLE VI

GENERAL PROVISIONS

1. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.
2. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.
3. **Authority Granted and Chain of Command.** The Primary Coordinators identified in Appendix A are authorized to coordinate the planning, exercise, execution and operation of the terms of this Agreement. Unless the Primary Coordinators identified in Appendix A are executive members with authority to make commitments on behalf of their respective organization, the Primary



Coordinators identified in Appendix A do not have the authority to commit funds of either governing body without proper approval thru their respective organizations.

4. Entirety of Agreement. This Agreement consists of the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
5. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect, and either party may renegotiate the terms affected by the severance.
6. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement; to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement; or to bring an action for the breach of this Agreement.
7. Open Records Act: Participating Party shall abide by all provisions of the State of Georgia's Open Records Act to the extent, if any, that the Act applies to Participating Party. To the extent that services are provided on behalf of the County, which results in documents or other records as defined by the Act, Participating Party shall be subject to disclosure required by the County pursuant to the Georgia Open Records Act. Participating Party shall cooperate fully with the County through the County Attorney's Office to fulfill all obligations under the Act.

ARTICLE VII

PARTICIPATING PARTY RESPONSIBILITIES

It shall be the responsibility of the County and the Participating Party to formulate procedures and programs for cooperation in the performance of the responsibilities listed in this Agreement. In formulating such plans, and in implementing such plans, the County and the Participating Party, insofar as practical, shall:

1. Responsibilities of the County:
 - a) Administer this Agreement.



- b) Designate a staff member in Appendix A as the Primary Coordinator for this Agreement and cooperatively plan, exercise and execute the provisions of this Agreement with the identified Primary Coordinator of the Participating Party.
- c) Designate one or more Representative(s) who will serve on the Allocations Table of the Disaster Relief Fund to determine where and how collected funds are disseminated following a disaster for Effingham County.
- d) Encourage individuals wishing to donate to “survivors” of a disaster within Effingham County to contact the United Way and donate directly to the Disaster Relief Fund.

2. Responsibilities of the Participating Party:

- a) Designate a staff member in Appendix A as the Primary Coordinator for this Agreement and cooperatively plan, exercise and execute the provisions of this Agreement with the identified Primary Coordinator of the County.
- b) Create and maintain a Disaster Relief Fund Allocations Table, which should include representatives from the County, United Way and other faith-based or non-profit leaders from Effingham County to determine where and how collected funds should be disseminated following a disaster.
- c) Provide updates to Effingham County on the status of the Disaster Relief Fund, when necessary and applicable.

3. Organizational Structure of the Disaster Relief Fund Allocations Table:

- a) Effingham County’s Disaster Relief Fund Allocations Table should adequately reflect the diversity of the community and the organizations and non-profits registered in Effingham.
- b) This MOA and therefore the Disaster Relief Fund Allocations Table will activate when there is a disaster or emergency event within Effingham County that necessitates a community-wide response and recovery effort.
- c) If the emergency event or disaster impacts a larger geographical area than Effingham County and all involved parties agree, the Allocations Tables from each participating county could merge and make funding decisions for all involved parties.



ARTICLE VIII

CONSTRUCTION WITH CONCURRENT AGREEMENTS

Nothing contained in this agreement shall be construed to be in conflict with any other contract held between the parties. The parties specifically acknowledge that reimbursement for non-disaster related expenses and services are not governed by this agreement.

ARTICLE IX

VALIDITY

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

The effective date of this Agreement is the date of the signature last affixed to this page.

Agreed:

Brynn Grant, Chief Executive Officer
United Way of the Coastal Empire
Commissioners

Wesley A. Corbitt, Chairman
Effingham, County Board of

Reviewed and Approved as to Legal Form by:

Attest:

Effingham County Attorney

Stephanie Johnson
Clerk of Commission

Date: ____/____/____



APPENDIX A

AUTHORIZED REPRESENTATIVES

The below named individual(s), in addition to the Chief Executive Officer, is/are the “Authorized Representative(s)” for the County and the Participating Party, and are authorized to request, offer, or otherwise provide and coordinate the provisions of this Agreement on behalf of the County and the Participating Party:

Effingham County Authorized Representative:

Clint Hodges, Director
Effingham Emergency Management Agency
181 Recycle Way,
Guyton, GA 31312
Phone: (912) 754-8200 (office); (912) 429-3615 (cell)
Email: chodges@Effinghamcounty.org

Participating Party Representative:

Jennifer Darsey, Vice President, Direct Services and Impact
United Way of the Coastal Empire
428 Bull St.
Savannah, Ga. 31401
Phone: (912) 651-7707 (office); (912) 977-4864 (cell)
Email: jdarsey@uwce.org

Date: ____/____/____

NOTE: This Appendix can be amended by the County, CEEMA or the Participating Party as needed with no effect on the entire Agreement. Amendments to this Appendix shall be made in writing and submitted to the Participating Party thirty days prior to the change taking effect.

Staff Report

Subject: Approval for beneficial re-use of excavated soils from the Atlas Sand Mine

Author: Eric Larson, Asst. County Manager

Department: Development Services

Meeting Date: August 3, 2021

Item Description: Approve hiring Greenrock Sustainable Waste Solutions to excavate, re-use and dispose of contaminated soils from the Atlas Sand Mine site.

Summary Recommendation:

After construction plans for soil remediation were prepared by Integrated Science and Engineering (ISE), the County and ISE were contacted by a potential bidder, GreenRock Sustainable Waste Solution, and asked to consider a re-use of the soil in concrete mixes. After review of the proposal and receiving approvals from GA EPD and SC-DHEC, staff recommends awarding a construction contract to Greenrock in the amount of \$3,288,818.60 for the removal of contaminate soils and restoration of the site. This item was postponed from the July 20, 2021 commission meeting.

Executive Summary/Background:

- Integrated Science and Engineering were selected to prepare construction plans to remediate the contaminated soils from the Atlas Sand Mine site off of Sand Hill Road. The plans and specifications included the removal and disposal of the soil in a local landfill.
- An Invitation for Bid was issued on December 2, 2020 for said work. During the bidding process, Greenrock – a potential bidder, asked the County to consider a beneficial re-use of the soil in concrete mixes.
- Bidding was halted on February 17, 2021 to investigate this re-use option.
- ISE entered into a limited scope contract with Greenrock and Argos, a South Carolina company, to sample the soil and test it at the cement kiln facility in SC. After testing, Greenrock confirmed that the soil is suitable for concrete use. ISE and Greenrock submitted the proposal to both the GA-EPD and SC-DHEC for consideration and received approval for the plan.
- Greenrock Sustainable Waste Solutions is a unique contractor in that they have an exclusive relationship with Argos on this process. In addition, their preferred customer status with Republic Waste Services provides additional savings on all material disposal not used in the concrete production.
- Additional savings can be achieved by limiting the amount of backfill placed on site and only regrading the site. This decision will be made during construction after all soil has been removed.
- The quoted \$3,288,818.60 is the amount not to exceed; actual cost will be based on the amount of soil re-used and the amount of backfill placed.

CONTINUED

Alternatives for Commission to Consider

- 1 - Approve the contract for soil remediation to Greenrock Sustainable Waste Solutions in the amount not to exceed of \$3,288,818.60 to be paid by unit costs.
- 2 – Take no action. Proceed with bidding as planned in the December 2020 IFB and allow contractors to determine the best method of disposal. Disposal costs are likely to be higher.
- 3 – Direct ISE to redesign the project with alternative disposal methods included and rebid. Disposal costs are likely to be higher.

Recommended Alternative: Alternative 1

Other Alternatives: 2 or 3

Department Review: Development Services; County Attorney

Funding Source: No new funding requested.

Attachments: 1. Greenrock cost summary spreadsheet

ATLAS SAND MINE REMEDIATION

UPDATED 5/11/2021

ENGINEER'S COST OPINION - updated with Green Rock Proposed numbers and inflation

\$40 * (1.5) = \$46 TYPICAL COST FOR DISPOSAL AND HAULING WITH 15% MARKUP

I assumed GR numbers were same as inflation for comparison, after his real numbers are added it should auto update

Assume all goes to the landfill

NO.	DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	Estimate Nov 2020	Estimate May 2021 (inflation 15%)	Green Rock unit Price	Green Rock Total	SAVINGS TODAY
1	Mobilization	L.S.	1	\$6,000.00	\$6,000.00	\$6,900.00	\$10,000.00	\$10,000.00	\$3,100.00
2	Demolition and Disposal	S.F.	1,800	\$3.50	\$6,300.00	\$7,245.00	\$4.67	\$8,406.00	\$1,161.00
3	Clearing and Grubbing	Acres	3	\$2,500.00	\$7,500.00	\$8,625.00	\$4,670.40	\$14,011.20	\$5,386.20
4	Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$17,250.00	\$20,016.00	\$20,016.00	\$2,766.00
5	Excavate Contaminated Soil	C.Y.	30,408	\$8.00	\$243,264.00	\$279,753.60	\$10.68	\$324,757.44	\$45,003.84
6 +7	Disposal Fees and Hauling	TN	51,053	\$46.00	\$2,348,438.00	\$2,700,703.70	\$38.00	\$1,940,014.00	-\$760,689.70
				SUBTOTAL (TOP)	\$2,626,502.00	\$3,020,477.30	SUBTOTAL	\$2,317,204.64	-\$703,272.66
8	Dewatering (Geotubes)	C.Y.	1,500	\$10.00	\$15,000.00	\$17,250.00	\$8.90	\$13,350.00	-\$3,900.00
9	Stockpile Contaminated Soil	C.Y.	8,000	\$8.00	\$64,000.00	\$73,600.00	\$10.68	\$85,440.00	\$11,840.00
10	Pond Remediation	C.Y.	1,500	\$75.00	\$112,500.00	\$129,375.00	\$67.10	\$100,650.00	-\$28,725.00
11	Import Suitable Soil & Grade in Place	C.Y.	28,000	\$15.00	\$420,000.00	\$483,000.00	\$17.32	\$484,960.00	\$1,960.00
12	Hydroseeding	Acres	9	\$4,000.00	\$36,000.00	\$41,400.00	\$8,006.40	\$72,057.60	\$30,657.60
				SUBTOTAL (BOTTOM)	\$647,500.00	\$744,625.00		\$756,457.60	\$11,832.60
	TOP + BOTTOM SUBS				\$3,274,002.00	\$3,765,102.30		\$3,073,662.24	-\$691,440.06
	Contingency 7%				\$229,180.14	\$263,557.16		\$215,156.36	
	Total				\$3,503,182.14	\$4,028,659.46		\$3,288,818.60	-\$739,840.86
	Total including Backfill							\$3,288,818.60	-\$739,840.86

Assume 5k goes to the kiln

NO.	DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	Estimate Nov 2020	Estimate May 2021 (inflation 15%)	Green Rock unit Price	Green Rock Total	SAVINGS TODAY
1	Mobilization	L.S.	1	\$6,000.00	\$6,000.00	\$6,900.00	\$10,000.00	\$10,000.00	\$3,100.00
2	Demolition and Disposal	S.F.	1,800	\$3.50	\$6,300.00	\$7,245.00	\$4.67	\$8,406.00	\$1,161.00
3	Clearing and Grubbing	Acres	3	\$2,500.00	\$7,500.00	\$8,625.00	\$4,670.40	\$14,011.20	\$5,386.20
4	Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$17,250.00	\$20,016.00	\$20,016.00	\$2,766.00
5	Excavate Contaminated Soil	C.Y.	30,408	\$8.00	\$243,264.00	\$279,753.60	\$10.68	\$324,757.44	\$45,003.84
6	Disposal Fees and Hauling	TN	51,053	\$46.00	\$2,348,438.00	\$2,700,703.70	\$0.00	\$0.00	-\$2,700,703.70
6(A)	Disposal Fees and Hauling	TN	46,053	\$0.00	\$0.00	\$0.00	\$38.00	\$1,750,014.00	\$1,750,014.00
7	5K to kiln	TN	5,000	\$0.00	\$0.00	\$0.00	\$31.00	\$155,000.00	\$155,000.00
				SUBTOTAL (TOP)	\$2,626,502.00	\$3,020,477.30	SUBTOTAL	\$2,282,204.64	-\$738,272.66
8	Dewatering (Geotubes)	C.Y.	1,500	\$10.00	\$15,000.00	\$17,250.00	\$8.90	\$13,350.00	-\$3,900.00
9	Stockpile Contaminated Soil	C.Y.	8,000	\$8.00	\$64,000.00	\$73,600.00	\$10.68	\$85,440.00	\$11,840.00
10	Pond Remediation	C.Y.	1,500	\$75.00	\$112,500.00	\$129,375.00	\$67.10	\$100,650.00	-\$28,725.00
11	Import Suitable Soil & Grade in Place	C.Y.	28,000	\$15.00	\$420,000.00	\$483,000.00	\$17.32	\$484,960.00	\$1,960.00
12	Hydroseeding	Acres	9	\$4,000.00	\$36,000.00	\$41,400.00	\$8,006.40	\$72,057.60	\$30,657.60
				SUBTOTAL (BOTTOM)	\$647,500.00	\$744,625.00		\$756,457.60	\$11,832.60
	TOP + BOTTOM SUBS				\$3,274,002.00	\$3,765,102.30		\$3,038,662.24	-\$726,440.06
	Contingency 7%				\$229,180.14	\$263,557.16		\$212,706.36	
	Total				\$3,503,182.14	\$4,028,659.46		\$3,251,368.60	-\$777,290.86
	Total including Backfill							\$3,251,368.60	-\$777,290.86

Assume 10k goes to the kiln

NO.	DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	Estimate Nov 2020	Estimate May 2021 (inflation 15%)	Green Rock unit Price	Green Rock Total	SAVINGS TODAY
1	Mobilization	L.S.	1	\$6,000.00	\$6,000.00	\$6,900.00	\$10,000.00	\$10,000.00	\$3,100.00
2	Demolition and Disposal	S.F.	1,800	\$3.50	\$6,300.00	\$7,245.00	\$4.67	\$8,406.00	\$1,161.00
3	Clearing and Grubbing	Acres	3	\$2,500.00	\$7,500.00	\$8,625.00	\$4,670.40	\$14,011.20	\$5,386.20
4	Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$17,250.00	\$20,016.00	\$20,016.00	\$2,766.00
5	Excavate Contaminated Soil	C.Y.	30,408	\$8.00	\$243,264.00	\$279,753.60	\$10.68	\$324,757.44	\$45,003.84
6	Disposal Fees and Hauling	TN	51,053	\$46.00	\$2,348,438.00	\$2,700,703.70	\$0.00	\$0.00	-\$2,700,703.70
6(A)	Disposal Fees and Hauling	TN	41,053	\$0.00	\$0.00	\$0.00	\$38.00	\$1,560,014.00	\$1,560,014.00
7	10K to kiln	TN	10,000	\$0.00	\$0.00	\$0.00	\$31.00	\$310,000.00	\$310,000.00
				SUBTOTAL (TOP)	\$2,626,502.00	\$3,020,477.30	SUBTOTAL	\$2,247,204.64	-\$773,272.66
8	Dewatering (Geotubes)	C.Y.	1,500	\$10.00	\$15,000.00	\$17,250.00	\$8.90	\$13,350.00	-\$3,900.00
9	Stockpile Contaminated Soil	C.Y.	8,000	\$8.00	\$64,000.00	\$73,600.00	\$10.68	\$85,440.00	\$11,840.00
10	Pond Remediation	C.Y.	1,500	\$75.00	\$112,500.00	\$129,375.00	\$67.10	\$100,650.00	-\$28,725.00
11	Import Suitable Soil & Grade in Place	C.Y.	28,000	\$15.00	\$420,000.00	\$483,000.00	\$17.32	\$484,960.00	\$1,960.00
12	Hydroseeding	Acres	9	\$4,000.00	\$36,000.00	\$41,400.00	\$8,006.40	\$72,057.60	\$30,657.60
				SUBTOTAL (BOTTOM)	\$647,500.00	\$744,625.00		\$756,457.60	\$11,832.60
				TOP + BOTTOM SUBS	\$3,274,002.00	\$3,765,102.30		\$3,003,662.24	-\$761,440.06
				Contingency 7%	\$229,180.14	\$263,557.16		\$210,256.36	
				Total	\$3,503,182.14	\$4,028,659.46		\$3,213,918.60	-\$814,740.86
				Total including Backfill				\$3,213,918.60	-\$814,740.86

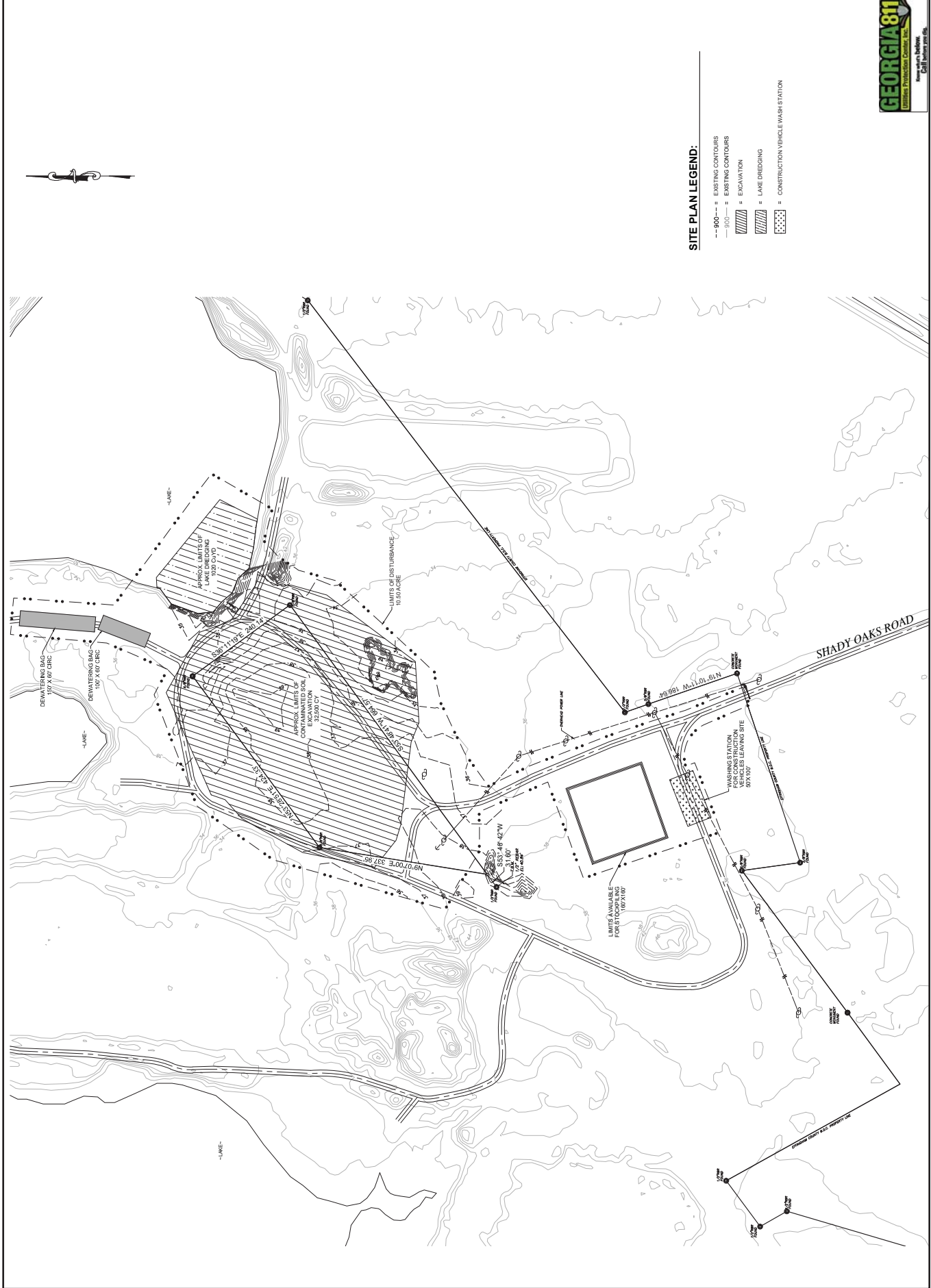
Assume 15k goes to the kiln

NO.	DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	Estimate Nov 2020	Estimate May 2021 (inflation 15%)	Green Rock unit Price	Green Rock Total	SAVINGS TODAY
1	Mobilization	L.S.	1	\$6,000.00	\$6,000.00	\$6,900.00	\$10,000.00	\$10,000.00	\$3,100.00
2	Demolition and Disposal	S.F.	1,800	\$3.50	\$6,300.00	\$7,245.00	\$4.67	\$8,406.00	\$1,161.00
3	Clearing and Grubbing	Acres	3	\$2,500.00	\$7,500.00	\$8,625.00	\$4,670.40	\$14,011.20	\$5,386.20
4	Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$17,250.00	\$20,016.00	\$20,016.00	\$2,766.00
5	Excavate Contaminated Soil	C.Y.	30,408	\$8.00	\$243,264.00	\$279,753.60	\$10.68	\$324,757.44	\$45,003.84
6	Disposal Fees and Hauling	TN	51,053	\$46.00	\$2,348,438.00	\$2,700,703.70	\$0.00	\$0.00	-\$2,700,703.70
6(A)	Disposal Fees and Hauling	TN	36,053	\$0.00	\$0.00	\$0.00	\$38.00	\$1,370,014.00	\$1,370,014.00
7	15K to kiln	TN	15,000	\$0.00	\$0.00	\$0.00	\$31.00	\$465,000.00	\$465,000.00
				SUBTOTAL (TOP)	\$2,626,502.00	\$3,020,477.30	SUBTOTAL	\$2,212,204.64	-\$808,272.66
8	Dewatering (Geotubes)	C.Y.	1,500	\$10.00	\$15,000.00	\$17,250.00	\$8.90	\$13,350.00	-\$3,900.00
9	Stockpile Contaminated Soil	C.Y.	8,000	\$8.00	\$64,000.00	\$73,600.00	\$10.68	\$85,440.00	\$11,840.00
10	Pond Remediation	C.Y.	1,500	\$75.00	\$112,500.00	\$129,375.00	\$67.10	\$100,650.00	-\$28,725.00
11	Import Suitable Soil & Grade in Place	C.Y.	28,000	\$15.00	\$420,000.00	\$483,000.00	\$17.32	\$484,960.00	\$1,960.00
12	Hydroseeding	Acres	9	\$4,000.00	\$36,000.00	\$41,400.00	\$8,006.40	\$72,057.60	\$30,657.60
				SUBTOTAL (BOTTOM)	\$647,500.00	\$744,625.00		\$756,457.60	\$11,832.60
				TOP + BOTTOM SUBS	\$3,274,002.00	\$3,765,102.30		\$2,968,662.24	-\$796,440.06
				Contingency 7%	\$229,180.14	\$263,557.16		\$207,806.36	
				Total	\$3,503,182.14	\$4,028,659.46		\$3,176,468.60	-\$852,190.86
				Total including Backfill				\$3,176,468.60	-\$852,190.86

SUMMARY OF SAVINGS USING GREEN ROCK AS SOLE SOURCE

<i>To Kiln</i>	<i>Original Cost</i>	<i>Inflated Cost</i>	<i>Green Rock #</i>	<i>Savings (w/ importing dirt)</i>	<i>Savings (w/o importing dirt)</i>
0 to Kiln	\$3,503,182.14	\$4,028,659.46	\$3,288,818.60	\$739,840.86	\$1,258,748.00
5K to Kiln	\$3,503,182.14	\$4,028,659.46	\$3,251,368.60	\$777,290.86	\$1,296,158.00
10K to Kiln	\$3,503,182.14	\$4,028,659.46	\$3,213,918.60	\$814,740.86	\$1,333,648.00
15K to Kiln	\$3,503,182.14	\$4,028,659.46	\$3,176,468.60	\$852,190.86	\$1,371,098.00

From Trey: "If we direct a load to the kiln and that load is rejected, then the cost to transport back to a Subtitle D landfill will be Green Rock's responsibility and the unit rate for transportation and disposal in a Subtitle D landfill will be applied to that load" .



Staff Report

Subject: Approve Design Contract for Water and Sewer extension on Old Augusta Road

Author: Eric Larson, Asst. County Manager

Department: Development Services

Meeting Date: August 3, 2021

Item Description: Procure engineering design services to extend water and sewer lines along Old Augusta Road to serve pending and future development.

Summary Recommendation:

Using the Indefinite Delivery contract for FY 2022, Staff recommends awarding a design contract to Thomas and Hutton to design water and sewer line extensions and lift station upgrades to a portion of the Goshen area system to accommodate upcoming development. Work includes bidding and construction oversight. The proposed scope of services will cost approximately \$56,800 and will be billed on an hourly rate and specified in the IDC contract. This item was postponed from the July 20, 2021 commission meeting.

Executive Summary/Background:

- Thomas and Hutton was selected based on the extensive amount of previous work and modeling they have done on this system.
- They have recently completed the water system booster station design and modeled the portion of the water and sewer system, known as the Goshen area, to determine capacity of the water lines, sewer lines, and pump stations at Jasper Village and GITC (Exley).
- They have already completed the conceptual design of these extensions under a separate work order via our EOM Engineering services contract.

Alternatives for Commission to Consider

1 - Approve the selection of Thomas and Hutton for design, and related construction services, for the extension of water and sewer lines along Old Augusta Road and upgrade of the GITC lift station.

2 – Take no action. Lack of utility infrastructure will slow or overburden development in the area.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney

Funding Source: SPLOST.

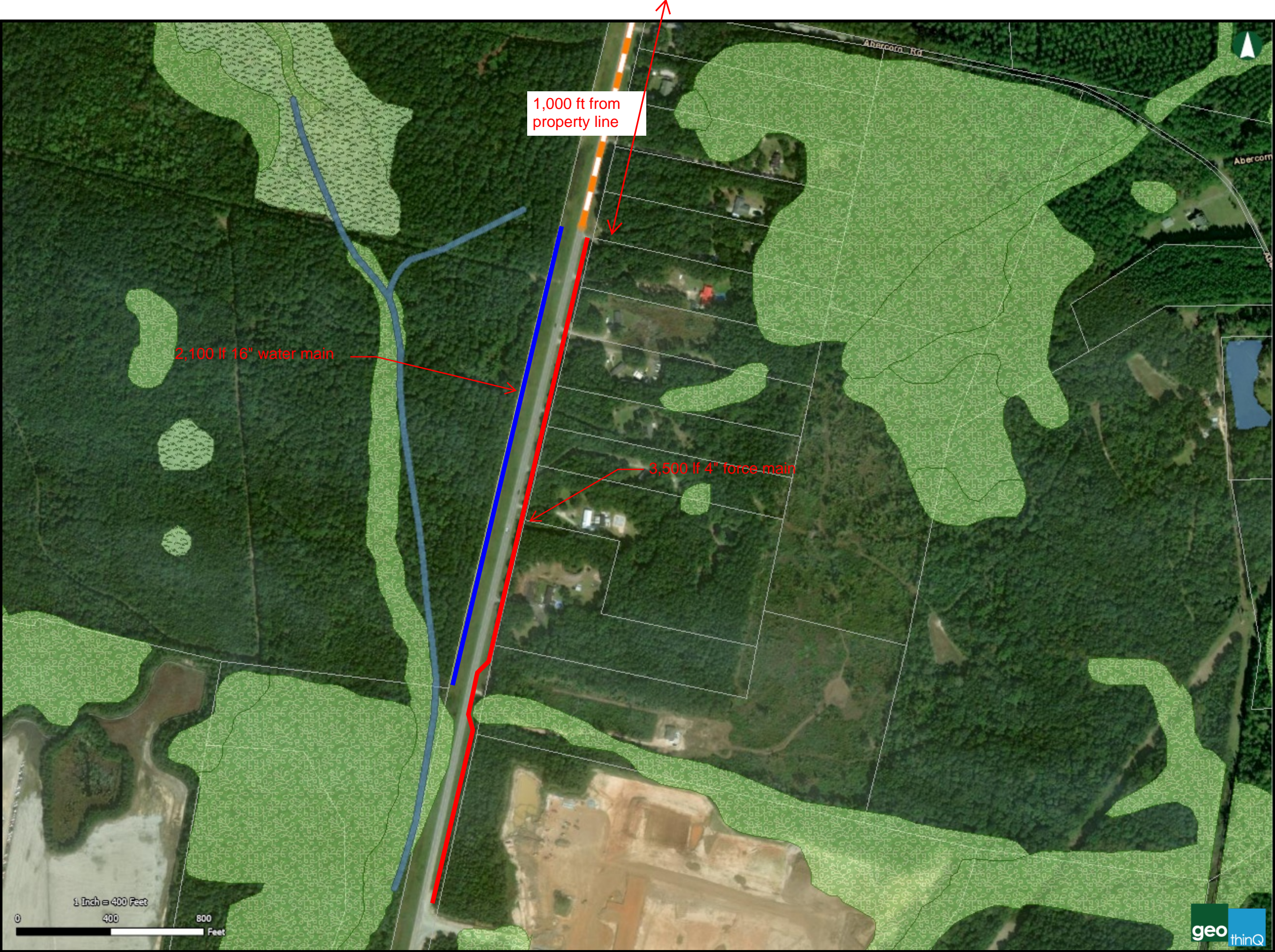
Attachments: 1. Thomas and Hutton's proposal and scope of work



old augusta

06/25/2021

- Parcels
- Forested Wetland
- Non-Forested Wetland
- Salt Marsh
- Water





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

Item X. 2.

June 18, 2021

Mr. Eric Larson
Assistant County Manager
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Re: Old Augusta Road Water and Sewer Extensions
Effingham County, Georgia
Letter Agreement for Services

Dear Mr. Larson:

Thank you for requesting our engineering services for water and sewer extensions along Old Augusta Road to serve a new industrial site and other future development. Based on preliminary calculations and preliminary agreements, it has been determined the County will extend 2,100 linear feet of 16-inch water main and 3,500 linear feet of 4-inch force main approximately to a point 1,000 feet south of the intersection of Abercorn Road, with the developer extending services from there. A pressure regulating valve is planned for installation on the Jasper Village water main. The County also plans to upgrade its Exley Pump Station by installing the third pump, valving, and piping in the existing triplex arrangement to supply additional sewer service capacity to the new development as well as future developments in the region.

Our services will consist of the General Consulting, Survey, Design Permitting, and Bid Phases, monitoring during the Construction Phase and Closeout Phase, as set forth in the General Provisions, supplemental exhibits, attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and will make pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

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

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
General Consulting:	Time & Expense – Budget	\$ 3,000.00
Topographic Survey:	Lump Sum	\$ 8,500.00
Water/Force Main Design:	Lump Sum	\$ 11,000.00
Pressure Valve Design:	Lump Sum	\$ 5,500.00
Pump Station Design:	Lump Sum	\$ 5,800.00
EPD Permit:	Time & Expense – Budget	\$ 3,500.00
Erosion Control Permit:	Time & Expense – Budget	\$ 3,500.00
Bid:	Lump Sum	\$ 3,000.00
Construction:	Time & Expense – Budget	\$ 12,000.00

All work and expenses shall be billed at rates as set forth in the IDC contract.

Owner's Initials

Consultant's Initials

Reimbursable Expenses:	Time & Expense – Budget	\$ 1,000.00
Additional Services:	Time & Expense – See Consulting Services Rate Sheet	

\$56,800 total

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal between the Effingham County Board of Commissioners ("Owner"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, ~~General Provisions, Consulting Services on a Time & Expense Basis Rate Sheet~~, and this letter with authorized signatures, represents the entire understanding between you and us with respect to the Project. This agreement may only be modified in writing if signed by both of us.

IDC
contract

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return to us*. This proposal will be open for acceptance until August 30, 2021, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record of signature.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.



By _____

A. Christopher Stovall, P.E.
Principal/Project Manager

ACS/dc

Enclosures: Scope of Services
~~General Provisions~~
~~Consulting Services Rate Sheet~~

ACCEPTED: _____, 2021

By _____

TITLE

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SCOPE OF SERVICES

County will extend 2,100 linear feet of 16-inch water main and 3,500 linear feet of 4-inch force main approximately to a point 1,000 feet south of the intersection of Abercorn Road, with the developer extending services from there. A pressure regulating valve is planned for installation on the Jasper Village water main. The County also plans to upgrade its Exley triplex Pump Station by installing the third pump, valving, and piping in the existing triplex arrangement to supply additional sewer service capacity to the new development as well as future developments in the region.

1. SCOPE OF SERVICES

A. General Consulting Phases

1. General Consulting Phase

The Consultant shall assist Owner during early stages of a project when a defined scope cannot be determined. Assistance may include assembling documents, responding to questions, and feasibility analyses. Services shall be provided on a Time and Expense basis. Once specific tasks with scopes are identified, services can be provided on a Fixed Fee basis. Design and construction services are not provided under this phase.

2. Project Administrative/Clerical Phase

The Consultant shall provide general clerical/administration duties to support the project including typing, preparation of packages for submittal, and mailing. Services shall be provided on a Time and Expense basis.

3. Project Team Meetings

Consultant shall attend project meetings and conference calls at the request of the Owner. Services will be provided on a Time and Expense basis. If the budget for meeting time is expended, the Owner will authorize additional funds.

B. Survey Phases

Based upon the final master plan approved by the Owner, Consultant will perform the following Survey Phase tasks:

1. Topographic Survey Phase

Surveyor shall prepare a topographic survey of the water and sewer route for use in planning and engineering design. Water is proposed for the west side of the right of way and sewer within the shoulder of the east side of the road. Surveyor shall obtain vertical and horizontal data in a 150'-wide right-of-way route with cross sections approximately every 200'. Surveyor

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shall field locate known visible drainage and above-ground utilities, plus features such as driveways, fences, retaining walls and right of way monumentation found within the project limits. Underground utility location is not included in this scope of work.

Consultant shall set project reference horizontal and vertical control at approximately 2,000-foot intervals along the route. Consultant will set the control one time under this agreement, in a conspicuous location with identifying flags. Consultant is not responsible for control which is disturbed or damaged and will reset control on a time and expense basis following written authorization by Owner.

Horizontal survey data will be based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Vertical survey data will be based on the North American Vertical Datum of 1988 (NAVD88). All measurements and coordinates shown shall use the U.S. Survey Foot definition.

Our survey services shall be provided on a lump sum fee basis and are based on the anticipated route and stipulated fee described herein. Consultant will keep Owner apprised of survey progress and budget, and if budget is expended due to unforeseen issues, Owner will authorize additional funds.

2. Jurisdictional Line Survey Phase

Based on NWI mapping, the project site does not contain wetlands. Should wetlands be encountered, a delineation of wetlands can be added to the scope as needed. In any event, the goal is to install the new utilities without disturbance to wetlands and associated permits/fees entailed.

C. Design Phases

1. Water Main, Force Main & Pump Station Design Phase

After completion of Survey Phase and Owner approval of the Preliminary Subdivision Plat, the Consultant shall prepare site development plans. These plans shall be submitted to the Owner for review. The site development plans will include:

- General Plan Sheets (Cover Sheet, General Notes, and Legend)
- Water & Force Main design construction plans, including plan and profile views. Profiles shall show vertical and horizontal fittings, utility conflicts, valve/manhole locations and proposed pipe depths along the selected route of the force main.
- Jasper Village Pressure Regulating Valve: Plan and profile of vault, piping, and valve installation.
- Pump Station Upgrade design construction plans (utilizing record drawings as base drawing), including plan and section views of the

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new pump, guide rails, discharge piping, valves and connection into existing tee/valve at effluent manifold. While a site visit is planned to review current condition of the station, it is assumed for purposes of this proposal, that electrical and control systems and piping were installed as shown on the record drawings and no additional electrical design shall be required as part of the project.

- Erosion Control – for water, and sewer systems
- Construction Details – for water distribution, sanitary sewer, and erosion control.
- Quantity Takeoff and Opinion of Probable Construction Cost for water and sewer drainage systems and roads, including cut and fill calculations for earthwork.
- Technical specifications for water, clearing, earthwork, and sewer.
- Design calculations – storm drainage, water distribution, and sanitary sewer systems.
- Coordinate with Geotechnical Consultant – The Owner will retain a geotechnical consultant as necessary to perform subsurface investigations for the project. The Consultant will coordinate with the geotechnical consultant regarding needs of the project and preliminary design information for the project.

D. Permit Phases

1. Permit Phase

Consultant shall assist Owner with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of the Owner. Consultant shall submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this project include:

- Georgia EPD – Water and Sewer Extension
- Effingham County – County R/W and Erosion Control

Submittal fees are **not** included in our fee schedule and shall be provided by the Owner at the time of submittal. Consultant will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments and if requested, meeting with the agencies on behalf of the Owner.

2. Erosion Control Permit

As project will disturb greater than a 1-acre area, Consultant will assist the Owner in compliance with the requirements of the permit to Discharge Storm Water Associated with Construction Activity. This assistance may include, when requested by the Owner:

- Submit Notice of Intent (NOI) to the State on behalf of the Owner (as a Primary Permittee). This will include a certification that the

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Erosion, Sedimentation, and Pollution Control Plan (ES&PCP) has been prepared in accordance with the General Permit.

- Develop a Comprehensive Monitoring Plan (CMP). The ES&PCP will indicate monitoring locations and may be used in the CMP.
- Provide an initial observation of the measures installed under the ES&PC within one (1) week after construction activities commence. Additional observations will be conducted as other measures required by the Plan are installed.
- Prepare and submit, as warranted, amendments to the ES&PCP.

The Consultant's services **do not** include:

- Qualified personnel to monitor maintenance of ES&PC measures.
- Continuous monitoring of maintenance of ES&PC measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to EPD
- Submittal of Notice of Termination (NOT) and certification

3. **Wetland Permit Phase**

Based on a preliminary review of the NWI of the route, there are no wetlands within the project area. Therefore, no wetland services are included in scope at this time.

E. **Construction Service Phases**

Consultant will provide the following services for the Construction Phase:

1. **Bid Process Phase**

Consultant shall assist Owner during the Bid Phase. The service shall be provided on a Time & Expense basis. Typical services provided during this phase include preparation of contract documents, assembling bid packages, attending or conducting pre-bid meeting, responding to contractor questions, and preparation of the Consultant's recommendation letter for award of bid. Personnel time will be detailed on monthly invoices.

2. **Construction Observation Phase**

During the course of construction, the Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Attend final field inspections by regulating agencies for the project.

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Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. For a project of this scale and complexity, construction is expected to take approximately 18 weeks with an estimate of two 3-hr site visits per month on average with one utilized for pay request review. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

3. Record Drawing Phase

Consultant shall prepare record drawings based on information supplied by the Contractor. The Contractor will provide a survey regarding the constructed facilities. The survey provided by Contractor shall be certified by a registered surveyor licensed in the state in which the work is performed, if required by the governing agency. The scope does not include field work on the part of the Consultant. The information will be compiled in an AutoCAD format by the Contractor and submitted to the Consultant. The Consultant will review this information to ensure that the information submitted meets the intended design. The Consultant **shall not verify or certify** that the information submitted by the Contractor or Contractor Representative is correct. The Consultant will submit this information to the Owner. The record drawings will meet the requirements of Effingham County record drawing specifications at the time this contract is executed.

The record drawing will be compiled from field information collected during the survey phase, water, and sewer lateral locations as determined in the pad elevation survey, contractor's notes, and observations made by Consultant. The data will be presented in a format for the reviewing agency's review.

- ♦ Additional information required by the reviewing agency beyond what is reasonable and customary for record drawings, shall be billed as additional services. Examples are as follows:

- ~ Geodetic coordinates for structures, fittings, or pipes
- ~ Profiles for sanitary sewer, water, or storm drainage
- ~ Roadway profiles

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F. Exclusions

Items not included in the scope of services are as follows:

- Accessibility construction compliance verification
- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Georgia Department of Transportation permits or approvals
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by the Owner in writing.

2. PERIODS OF SERVICE

A. General Consulting Phases

After receipt of a written notice to proceed from the Owner, Consultant will commence work within fourteen (14) calendar days after receipt and complete work described in this phase over the project period.

B. Survey Phase

After the Owner approves the final master plan, Consultant will commence work within fourteen (14) calendar days after receipt and complete work described in this phase within sixty (60) calendar days.

C. Design Phase

After the Survey Phase required for design is complete, Consultant will commence work within fourteen (14) calendar days and complete work described in this phase within thirty (30) calendar days.

D. Permit Phase

After design phase is complete and Upon Owner's review of design, Consultant will submit the plans, specifications and applications to designated agencies as required.

E. Construction Phase

Upon contractor Notice of Award, services will commence based on bi-monthly site visits for a period of 18-weeks. Record drawings will be completed within 30-days of receipt of as-built survey/information from contractor.

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PAYMENT FOR SERVICES

For services rendered, OWNER shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for OWNER or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by OWNER to CONSULTANT hereunder or in the event of delinquent payment by OWNER or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the OWNER; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the OWNER; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the OWNER.

In the event legal action is necessary to enforce the payment terms of this Agreement, the CONSULTANT shall be entitled to collect from the OWNER any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

OWNER'S RESPONSIBILITIES

A. Access

OWNER shall make provisions for the CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. OWNER's Representative

The OWNER shall designate in writing one person to act as OWNER's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The OWNER is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The CONSULTANT will notify the OWNER regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The CONSULTANT shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project OWNER at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the OWNER agrees that all such electronic files are instruments of service of the CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The OWNER further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the CONSULTANT.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the CONSULTANT or from any reuse of the electronic files without the prior written consent of the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

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CERTIFICATIONS, GUARANTEES, AND WARRANTIES

The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain or any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. The OWNER also agrees not to make resolution of any dispute with the CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT's signing any such certification.

ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of [the execution of this Agreement, submission to building authorities, or other appropriate date] and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issues of permits which requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of OWNER, CONSULTANT shall evaluate and advise OWNER with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. OWNER shall be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since the CONSULTANT has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

BETTERMENT

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement was written. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the CONSULTANT shall notify the OWNER of the nature and impact of such conflict. The OWNER agrees to cooperate and work with the CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) OWNER has elected to engage in value engineering of the Project, OWNER has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. OWNER has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and sub-consultants, and any of them, to the OWNER and anyone claiming by or through the

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OWNER (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$50,000 or the CONSULTANT's fee for services rendered under this contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s)', or sub-contractors' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

The CONSULTANT shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, the CONSULTANT's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The OWNER/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and OWNER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and OWNER agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and OWNER with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/project site, shall impose any duty on the CONSULTANT, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the CONSULTANT and the CONSULTANT's subconsultants. The OWNER also agrees that the OWNER, the CONSULTANT and the CONSULTANT's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Delays

The OWNER agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

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In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials and/or mold, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event shall the CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER

The OWNER shall indemnify and hold the CONSULTANT harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, the OWNER shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the OWNER shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

OWNER agrees to allow CONSULTANT to place a sign on the job site during construction. The sign will include general information relative to the CONSULTANT. CONSULTANT shall be responsible for the sign installation and removal.

AMENDMENT

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

Owner's Initials

Consultant's Initials

Staff Report

Subject: SPLOST Reimposition Referendum IGA
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: August 3, 2021
Item Description: Consideration to approve IGAs with the Cities of Rincon, Guyton and Springfield Regarding the reimposition of the countywide SPLOST.

Summary Recommendation:

Staff is requesting approval of the IGAs with the Cities of Rincon, Guyton and Springfield Regarding the reimposition of the countywide SPLOST.

Executive Summary:

Effingham County intends to put the SPLOST renewal on the November ballot:

- The current 2017 SPLOST expires in June 2022 and lasted 5 years.
- By renewing the SPLOST and including an IGA it can be renewed for 6 years.
- The SPLOST will include 20% of collections allocated for Countywide projects. The remaining 80% would be allocated by population with the 3 municipalities and the county determined by the 2020 census.
- This also includes the ability of the county to bond up to \$16 million for SPLOST projects

Background:

Once approved by Board of Commissioners and the Municipalities this included as an exhibit on the Call for Referendum Resolution to be approved at the August 3rd Board of Commissioners Meeting. Then it would be sent to County Elections Supervisor for inclusion on the November Ballot.

Alternatives for Commission to Consider:

1. Approve the IGAs with the Cities of Rincon, Guyton and Springfield Regarding the reimposition of the countywide SPLOST.
2. Do not approve the IGAs with the Cities of Rincon, Guyton and Springfield Regarding the reimposition of the countywide SPLOST.
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative# 1

Other Alternatives: N/A

Department Review: Administration/County Attorney

Funding Source: None.

Attachments:

1. IGAs

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT FOR
THE USE AND DISTRIBUTION OF PROCEEDS
FROM THE 2021 SPECIAL PURPOSE LOCAL
OPTION SALES TAX FOR CAPITAL
OUTLAY PROJECTS**

This Intergovernmental Agreement ("Agreement"), made and entered into effective _____, 2021, by and between the Board of Commissioners of Effingham County, Georgia (the "County") and the City of Guyton, Georgia ("Guyton"), the City of Rincon, Georgia ("Rincon"), and the City of Springfield, Georgia ("Springfield") (individually and collectively the "Municipalities"):

WITNESSETH

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST" or the "tax") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 18th day of May, 2021, in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act; and

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County;
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 2nd day of November, 2021, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be reimposed on all sales and uses within the special district of Effingham County for a period of six years to raise an estimated \$80,000,000.00 to be used for funding the projects specified in Exhibits A through E attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4);
 - (v) Each Municipality is located entirely within the geographic boundaries of the special tax district created in the County.
- C. The County and Municipalities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.
 - D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibits A through E of this Agreement. The projects specified in Exhibits A through E shall be funded from proceeds of the tax authorized by the Act.
 - E. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).
 - F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required to fulfill the terms of this Agreement.

Section 2. Conditions Precedent

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the approval, execution, and delivery of this Agreement by the County and each of the Municipalities, and the adoption of a resolution of the County calling for the reimposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

- B. This Agreement is further conditioned upon the approval of the proposed reimposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County and the County will distribute to the Municipalities their respective percentage share as determined by the 2020 Census numbers as calculated by the United States Census Bureau. If the 2020 Census numbers are not available at time of distribution by the County, then the 2010 United States Census Bureau's numbers shall be used for distribution until the 2020 Census numbers are officially published by the United States government and at that time, the 2020 Census numbers shall be used for distribution.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 2, 2021, shall continue for a period of six calendar years with collections beginning on the earliest date authorized by the Act or the Revenue Commissioner of the State of Georgia pursuant thereto.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence effective _____, 2021, and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST; or
- (iii) The completion of all projects described in Exhibits A through E.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2021 Effingham County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a 2021 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes specified in the Resolution of the County calling for reimposition of the tax and in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. County General Obligation Bonds

- A. The question of whether the voters will approve the SPLOST will also authorize general obligation debt of the County in the maximum aggregate principal amount of \$60,000,000.00 (the "Debt") which shall be submitted to the voters of the special district pursuant to a resolution of the County.
- B. Net proceeds of the Debt, if issued, shall be deposited into a special trust account of the County and shall be used for the acquisition, construction and installation of a portion of the county projects described in Exhibit "A" and Exhibit "B" attached hereto or a portion of the municipal projects described in Exhibits C through E. The Debt shall be a general obligation

debt of the County.

C. The County shall pay the costs of issuance of the County Bonds and any interest income earned by County on the investment of the Bond proceeds shall be the property of the County.

D. If any of the Municipalities receive proceeds from the Debt, the receipt of such bond proceeds and the pro rata share of their repayment by such Municipality will be governed under an amendment to this Agreement or by a separate intergovernmental agreement to be entered into prior to such bond proceeds being distributed by the County to one or more of the Municipalities.

Section 7. Procedure for Disbursement of SPLOST Proceeds

1. The County shall receive all SPLOST funds from the Georgia Department of Revenue and then disburse as follows:

The SPLOST proceeds received in any year pursuant to the reimposition of such tax shall be deposited in a separate fund and first used for paying debt service requirements on the Debt for any such year before such proceeds are applied to any of the other purposes authorized above. Proceeds of the SPLOST not required to be deposited in the separate fund in any year for the payment of principal and interest on Debt coming due in the current year shall be distributed or retained by the County on a monthly basis in the following amounts and order or priority, all in accordance with O.C.G.A. Sec. 48-8-115(b)(2):

- a. first, to the County, all remaining SPLOST proceeds to the extent of the estimated costs of the Level 2 Projects not funded with proceeds of the Debt;
- b. second, to the Municipalities for the payment of the costs of the Municipal Projects which have not been funded with proceeds of the Debt, in the following amounts as are provided as follows:

INSERT PERCENTAGES and

- c. third, to the County, for the payment of costs of the County Projects which have not been funded with proceeds of the Debt, all remaining proceeds of the SPLOST.

Section 8. Projects

The Projects consist of the “County Projects” and the “Municipal Projects.” The County Projects consist of certain “Level 2 County Projects” and certain “Other County Projects” as described below.

The County Projects, the Municipal Projects, and the estimated costs of each are set forth below:

Level 2 County Projects are set forth on Exhibit “A” attached hereto, and have a total estimated costs of \$16,000,000.00.

Other County Projects are set forth on Exhibit “B” attached hereto, and have a total estimated cost of \$47,622,400.00.

Municipal Projects for the City of Guyton are set forth on Exhibit “C” attached hereto, and have a total estimated cost of \$_____.

Municipal Projects for the City of Rincon are set forth on Exhibit “D” attached hereto, and have a total estimated cost of \$_____.

Municipal Projects for the City of Springfield are set forth on Exhibit “E” attached hereto, and have a total estimated cost of \$_____.

TOTAL:.....\$80,000,000.00

Section 9. Project Funding

Projects shall be funded and constructed in accordance with this Agreement. The priority of County Projects shall be determined by the County. The priority of Municipal Projects shall be determined by the Municipalities.

Section 10. Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibits A through E are estimated amounts. The County and Municipalities shall maintain a record of each and every project for which the proceeds of the tax are used.

- B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project, the County may apply the remaining unexpended funds to any other county project.
- C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality.
- D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under OCGA § 48-8-121 (g)(2).
- E. Proceeds of the tax exceeding \$80,000,000.00 shall be allocated and distributed to the County and Municipalities based upon the percentages in Section 7. The County and the Municipalities may apply such proceeds to project costs as authorized by the Act.

Section 11. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in herein is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

Section 12. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Section 13. Audits

- A. During the term of this Agreement, the distribution and use of SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. §48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 14. Notices

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Guyton:	City of Guyton Attn: Mayor 310 Central Blvd. Guyton, Georgia 31312
Rincon:	City of Rincon Attn: Mayor 302 S. Columbia Avenue Rincon, Georgia 31326
Springfield:	City of Springfield Attn: Mayor 130 S. Laurel Street/Post Office Box 1 Springfield, Georgia 31329
County:	Board of Commissioners of Effingham County Attn: Chairman 601 N. Laurel Street Springfield, Georgia 31329

Section 15. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 16. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 17. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 18. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 19. Compliance with Law

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

Section 20. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any

future breach of the same.

Section 21. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered effective the date indicated herein.

(signatures continued on next page)

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt

Its: Chairman

Attest: _____
Stephanie Johnson

Its: Clerk

{SEAL}

(County's Signature Page to Intergovernmental Agreement)

CITY OF GUYTON

By: _____
Mayor

Attest: _____
Clerk

{SEAL}

Approved as to form:

City Attorney

(City of Guyton’s Signature Page to Intergovernmental Agreement)

CITY OF RINCON

By: _____
Mayor

Attest: _____
Clerk

{SEAL}

Approved as to form:

City Attorney

(City of Rincon’s Signature Page to Intergovernmental Agreement)

CITY OF SPRINGFIELD

By: _____
Mayor

Attest: _____
Clerk

{SEAL}

Approved as to form:

City Attorney

(City of Springfield's Signature Page to Intergovernmental Agreement)

Staff Report

Subject: Tax Refund

Author: Neal Groover

Department: Tax Assessor

Meeting Date: July 20, 2021

Item Description: Tax refund

Summary Recommendation:

Tax Assessor office refunded up to 3 years as allow by law. Present Commissioner with information

Executive Summary/Background:

- Tax Assessor office had incorrect acreage by 2 acres on parcel since 2006.
- Tax Assessor office refunded years 2018, 2019, 2020 and corrected acreage for 2021

Alternatives for Commission to Consider

1. Do not approve refund past 2018
2. Approve refund back to 2006

Recommended Alternative: 1

Other Alternatives: 2

Department Review:

Tax Assessor, County Commissioners

Attachments:

1. Tax Refund Request information

ATTACHMENT TO TAX REFUND REQUEST

<u>Taxes Paid Date</u>	<u>Amount Tax Due</u>	<u>Amount Tax Paid</u>
11/8/2007	\$650.47	\$650.47
11/13/2008	\$1,239.28	\$1,239.28
1/28/2010	\$1,238.48	\$1,238.48
11/18/2010	\$1,684.22	\$1,684.22
11/3/2011	\$1,121.20	\$1,121.20
11/15/12	\$1,040.07	\$1,040.07
1/9/13	\$1,063.77	\$1,063.77
11/14/14	\$1,030.33	\$1,030.33
10/2/15	\$1,023.18	\$1,023.18
9/3/16	\$1,029.02	\$1,029.02
11/3/17	\$1,067.23	\$1,067.23



Tax Refund Request

Please review the Effingham County Ad Valorem Tax Refund Policy carefully. All taxes on the parcel in question must be paid in full prior to making a refund request. Refund request must be made within three (3) years of the tax payment. This form must be completely filled out.

Tax Payer Name: JACQUELINE SKAY, TRUSTEE, JACQUELINE SKAY REVOCABLE TRUST

Mailing Address: 1423 WESTWOOD PLACE
ESCONDIDO CA 92026

Parcel Information (Information on parcel(s) to which refund is requested)

Parcel ID# (PIN#): 0217A043

Taxes Paid Date: _____

Amount Tax Due: See attached

Amount Tax Paid: _____

Physical Address of Parcel: 105 KUWE TRAIL, Guyton, GA

Summary Statement (Please provide factual or legal error which have resulted in erroneous or illegal taxation)

I PURCHASED ABOVE REFERENCED PROPERTY IN 2006. I HAVE BEEN TAXED ON, AND HAVE PAID TAXES ON 7.88 ACRES. I HAD NO REASON TO BELIEVE, OR EVEN SUSPECT, THAT THE BILLS WERE INCORRECT UNTIL THERE WAS SOME QUESTION DURING THE PROCESS OF SALE AND THEN I RECEIVED A REVISED TAX STATEMENT FOR 5.88 ACRES.

I would like to Request a Conference/Hearing with:

☒ Board of Commissioners

Was the property appealed to:

☐ Board of Equalization

☐ Board of Assessors

☐ Superior Court

Result: _____

Tax Payer Signature: J Skay Date: 7/9/2021

Please attach any additional information that you believe would be helpful to this Request Form and submit by mail or hand delivery to the Clerk of the Effingham County Board of Commissioners at the address listed below.

Request form shall be mailed to:
Effingham County Board of Commissioners
County Clerk
601 North Laurel Street
Springfield, GA 31329

Staff Report

Subject: Assemblage Permit (Fourth District)
Author: Teresa Concannon, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 3, 2021
Item Description: Consideration to approve an Assemblage Permit for Melissa Reagan of Madrac Farms to hold a pumpkin patch, corn maze, hayrides, corn pit slide, playground, and vendors event on five weekends in October, from 10am - 7pm, on Ralph Rahn Road.

Map #411 Parcel #24

Summary Recommendation:

Staff recommends approval for an Assemblage Permit for a pumpkin patch event at 580 Ralph Rahn Road, Rincon, beginning October 2, 2021 through October 31, 2021, from 10 am to 7pm, on weekends only, with the following stipulations:

1. Off-street parking provided on the property.
2. All Covid-19/CDC guidelines should be followed (if applicable at the time).

Executive Summary/Background:

- Ms. Reagan holds a pumpkin patch event each year at 580 Ralph Rahn Road, Rincon, and wishes to continue the activity this year beginning October 2, 2021 through October 31, 2021, from 10 am to 7pm, on weekends only.
- There will be four traffic attendants stationed at the entrance road and in the parking area. Sheriff's Department deputies will also be on-site to direct traffic.
- There will be port-a-potties onsite for restrooms, pursuant to Health Department requirements. Vendors will be inspected before they can sell food.
- The applicant has applied for a food service permit.

Alternatives for Commission to Consider

1 - Approve request for an Assemblage Permit for a pumpkin patch event at 580 Ralph Rahn Road, Rincon, beginning October 2, 2021 through October 31, 2021, from 10 am to 7pm, on weekends only, with the following stipulations:

1. Off-street parking provided on the property.
2. All Covid-19/CDC guidelines should be followed (if applicable at the time).

2 - Deny request for an Assemblage Permit for a pumpkin patch event at 580 Ralph Rahn Road.

Recommended Alternative: #1

Other Alternatives: #2

Department Review: Development Services

Funding Source: N/A

Attachments:

1. Assemblage permit application
2. Temporary Food Service application and plans
3. Deed and plat showing legal access to easement
4. Location map

APPLICANT NAME: Melissa Reagan / Madrac Farms
 MAILING ADDRESS: 580 Ralph Rahn Rd. Rincon 31324
 PHONE: 912-704-7651
 PIN# (FOR SITE LOCATION): Map# 411 Parcel# 24

ASSEMBLAGE PERMIT

Effingham County, Georgia

Permission is hereby granted to _____ to hold a public gathering in the County of Effingham on Oct. 1 - Oct. 31 at 10am - 7pm am/pm. The gathering is to be held at said location known as Madrac Farms.

DESCRIPTION OF EVENT: Annual Pumpkin Patch, corn maze, hayrides, corn pit, slide, playground, vendors

SPECIAL CONDITIONS: CDC guidelines regards to COVID-19 will be followed if applicable in October.

WILL ALCOHOL BE SERVED DURING THIS EVENT? ☐ YES ☒ NO

WILL FIREARMS BE UTILIZED DURING THIS EVENT? ☐ YES ☒ NO

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

 ZONING ADMINISTRATOR
 EFFINGHAM COUNTY

 DATE

DATE AUTHORIZED BY
 EFFINGHAM COUNTY BOARD OF COMMISSIONERS: _____

 County Clerk

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



GRID NORTH
EAST ZONE

SURVEYORS NOTES

1. ALL MATTERS OF TITLE ARE EXCEPTED, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. ADDITIONAL EASEMENTS AND RIGHT OF WAY MAY EXIST THAT ARE NOT SHOWN.

SURVEYORS CERTIFICATION

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, 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 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.

JEFFREY M. HORNE, RLS #3131

DECEMBER 29, 2020

DATE

SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS MAP OF SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,599 FEET AND AN ANGULAR ERROR OF .04" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS MAP OF SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 386,776 FEET. A LEICA TS12 ROBOTIC STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS UPON WHICH THIS MAP OF SURVEY IS BASED.

LEGEND

- PP POWER POLE
- IRF IRON ROD FOUND
- DB DEED BOOK
- PC PLAT CABINET
- GRAVEL DRIVE (OLD)
- DIRT DRIVE (NEW)
- WOODS ROAD

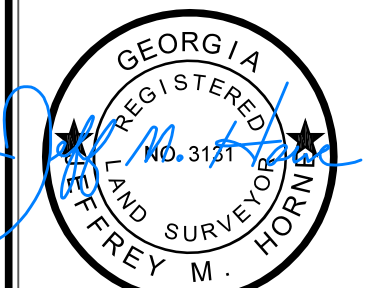


RETRACEMENT SURVEY FOR
MELISSA REAGAN
5.029 ACRES, LANDS OF
JUSTIN M. SECKINGER
LOCATED IN THE 11TH GMD
EFFINGHAM, GEORGIA

PLAT DATE 12/29/2020
FIELD DATE 12/11/2020



LSF NO. 1274



DECEMBER 29, 2020

PROJECT NO.
EFFINGHAM2020.003

SHEET	OF
1	1

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 ELIZABETH Z. HURSEY
 CLERK OF SUPERIOR COURT
 EFFINGHAM COUNTY

2421 | 563

PT-61 051-2017-002157

RETURN TO:
 REDDICK & EXLEY
 ATTORNEYS AT LAW
 P.O. BOX 385
 SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 30th day of June, 2017, between KEVIN MICHAEL RAHN of the FIRST PART, and QUERRY G. REAGAN and MELISSA ANN REAGAN of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection he has for his son-in-law and daughter, the said SECOND PARTIES herein, has granted, given, conveyed and confirmed and by these presents does grant, give, 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 Five and Three Tenths (5.3) acres, more or less, as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North-Northwest by a 60-foot wide access easement, a distance of 427.89 feet; on the East-Northeast by a 60-foot wide access easement, a distance of 530 feet; on the South-Southeast by lands now or formerly of Querry G. Reagan, a distance of 427.89 feet, and on the West-Southwest by lands now or formerly of Kevin Michael Rahn, a distance of 530 feet.

Express reference is hereby made to the plat of said lands made by Neel B. Ackerman, R.L.S. #1128, dated June 1, 2005 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 99-C2 for better determining the metes and bounds of said lands herein conveyed.

TOGETHER WITH a 60-foot wide perpetual, non-exclusive access easement for ingress and egress and for utility purposes show running from Ralph Rahn Road to said 5.03 acres tract of land and more particularly shown on said plat above referred to.

SUBJECT TO, said 60-foot wide access easement above referred to.

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereunto 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 PART, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the SECOND PART, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

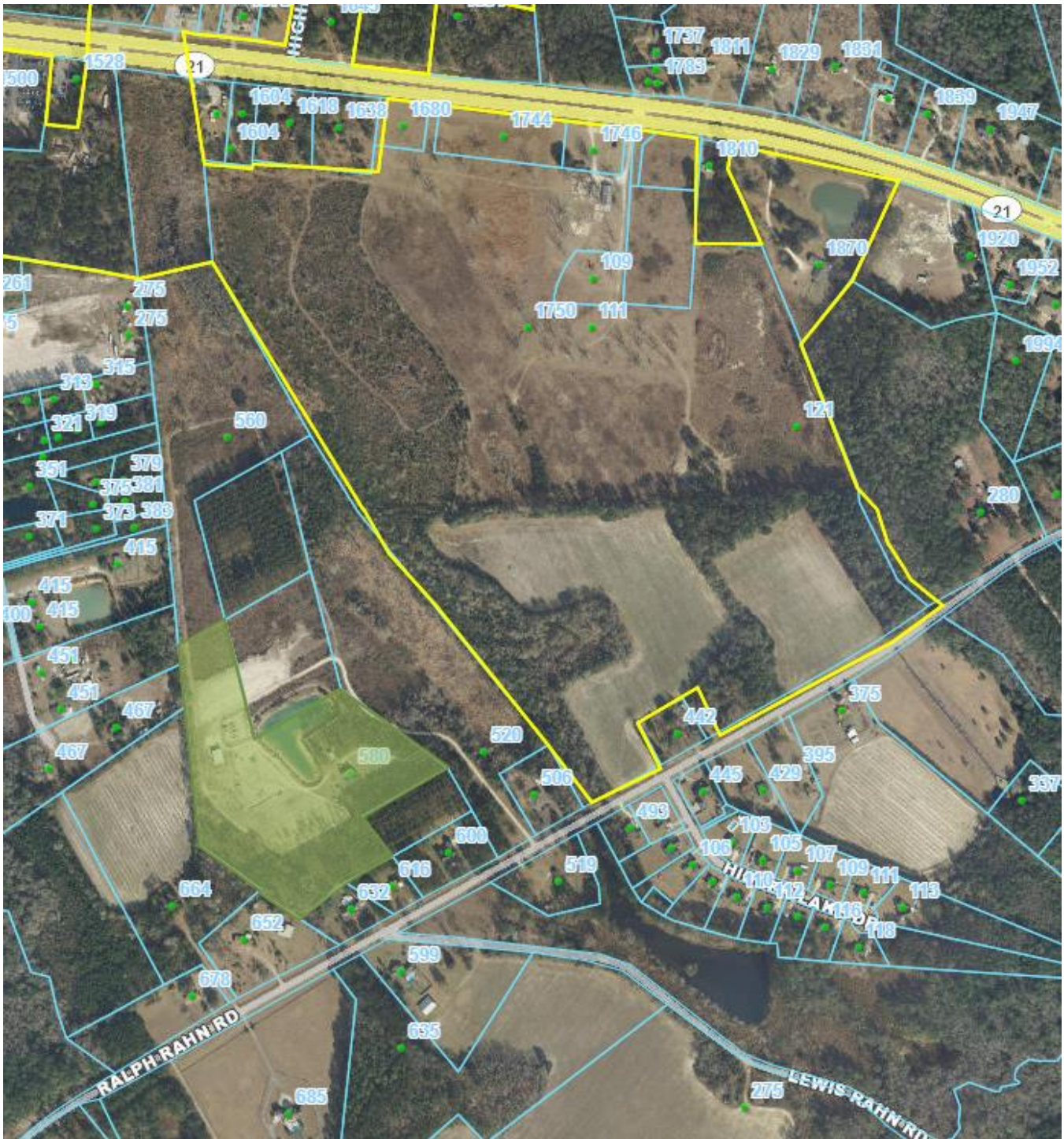
Kevin Michael Rahn (SEAL)
 KEVIN MICHAEL RAHN

Signed, sealed and delivered
 in the presence of:

Dan M. Johnson
 Unofficial Witness
Belinda M. Bell
 Notary Public
 bp



MADRAC FARMS – 580 Ralph Rahn Road





TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

Item XI. 3.

IT WILL BE THE ORGANIZER'S AND/OR PROPERTY OWNER'S RESPONSIBILITY
TO ENSURE THAT ONLY VENDORS PERMITTED BY THE HEALTH AUTHORITY
SHALL PARTICIPATE IN THE EVENT.

Organizer's Name: Melissa Reagan Organizer's Phone: 912-704-7651
Organizer's Address: 580 Ralph Rahn Rd. Rincon, GA 31326
Organizer's E-mail Address: melissa@madracfarms.com
Property Owner's Name and Phone Number: Melissa Reagan, 912-704-7651
Onsite Coordinator's Name and Phone Number (if different from Organizer): same
Event Name: Madrac Farms Pumpkin Patch
Event Address: 580 Ralph Rahn Rd. Rincon, GA 31326
Set Up Date: Oct. 1 / Oct. 2 Set Up Time: 9 AM / PM
Event Begin Date: 10 Oct. 2 Event Begin Time: 10 AM / PM
Event End Date: Oct. 31 Event End Time: 6 AM / PM

If event is longer than one (1) day, please provide daily operating schedule on a separate page

ANY UNAUTHORIZED OR UNPERMITTED VENDOR FOUND PARTICIPATING IN AN EVENT
SHALL BE CHARGED WITH A VIOLATION OF DPH RULE 511-6-1-.02(1)(a), AND ORDERED BY
THE ORGANIZER OR PROPERTY OWNER TO LEAVE THE EVENT PREMISES.

How many food vendors are expected to participate in this event? 1-5

(Please provide a list of food vendors that will be participating in the event/celebration to the Local Health Authority. See Attachment "A")

Expected number of patrons (total): 10,000 Expected average of patrons per day: 1,000



TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

Item XI. 3.

WATER SUPPLY:

1. In what manner will potable water be obtained from an approved source? (Check all that apply)

☐ Public Water System

☒ Drilled well that meets EPD Drinking Water Standards (attach test results)

Provide details on how the water is obtained (Check all that apply):

☐ Vendor is completely responsible for their own water supply ☐ Bulk commercial supply (bottled)

☒ Onsite water faucet ☐ Onsite direct water connection (trailer inlet)

☐ Other: _____

2. Source of bottled water (both individual bottle and bulk supply)? Sam's Club

TOILET FACILITIES: *It is the responsibility of the event organizer to ensure a sufficient number of portable sanitation units are available on-site to prevent a prohibited discharge of sewage or cause a public health nuisance. Event organizers and property owners are also responsible for ensuring all portable sanitation units are serviced at least once every seven days, or more frequently if usage requires (see attached DPH brochure, "Portable Sanitation Information for Event Organizers and Construction Site Owner")*

1. What will be used for toilet facilities at the event? (Check all that apply):

☐ Central supplied facilities

☒ Portable toilets

2. Will general public handwashing facilities with soap running water be available? (Not required outside food vending booths, but *highly recommended* to reduce public health risks of disease outbreaks.)

☒ Yes ☐ No

WASTE DISPOSAL (Solid and Liquid)

1. What type of container(s) will be used for solid waste disposal at the event? Dumpster

2. How will you dispose of liquid waste? (e.g., grease from fryers, catch basins/water waste tanks from food vendors, portable toilet pump outs, etc.)

Vendors will be responsible, if applicable
Toilets cleaned every Monday/Tuesday

3. How often will the solid and liquid wastes be removed and by whom?

Weekly by Portable
Toilet Company



TEMPORARY FOOD SERVICE EVENT ORGANIZER APPLICATION

Item XI. 3.

STATEMENT: I hereby certify that the above information and any attached forms and documents are correct, and I fully understand that in accordance with DPH Rule 511-6-1-.08(2)(a)4(i) through(iii), and DPH Chapter 511-3-6, I am responsible for the following:

- a. At least 30 days prior to the event/celebration, I will provide to the Local Health Authority a list of food vendors who will be allowed in the temporary event/celebration;
- b. To ensure that only vendors permitted by the Local Health Authority are allowed to participate in the temporary event/celebration; and
- c. To require any unauthorized or un-permitted food vendor found participating in the event to immediately leave the event premises; and
- d. To ensure a sufficient number of portable sanitation units are available on-site (if central toilet units are not available or not sufficient) to prevent a prohibited discharge of sewage or cause a public health nuisance; and
- e. To ensure all portable sanitation units are serviced at least once every seven days, or more frequently if usage requires.

Additionally, I understand that non-compliance with the requirements listed above are considered to be violations of DPH Chapter 511-6-1 and DPH Chapter 511-3-6, and I may be subject to legal action as deemed necessary by the Local Health Authority.

Organizer's Signature: _____

Melissa Reagan

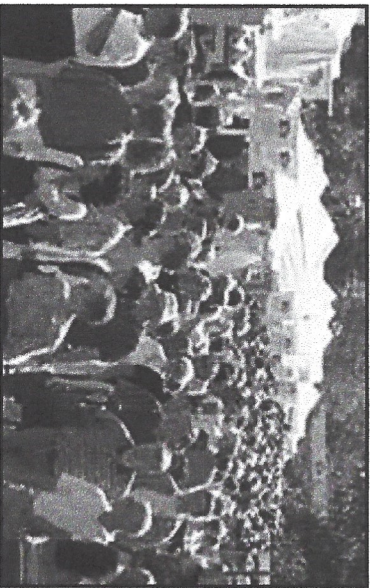
Date: _____

6/21/21

PH Rules and Regulations

The Georgia Department of Public Health regulates temporary portable sanitation units and persons engaged in the business of furnishing, renting, or servicing these units, including portable hand washing facilities, under Rules of the Department of Public Health Chapter 511-3-6.

All portable sanitation units must be furnished and maintained by a certified contractor or company. It is the responsibility of the event organizer or the construction site owner to ensure a sufficient number of portable sanitation units are available on-site to prevent a prohibited discharge of sewage or cause a public health nuisance. Event organizers and property owners are also responsible for ensuring all portable sanitation units are serviced at least once every seven days, or more frequently if usage requires.



Portable Sanitation Units for Special Events Planning

** If alcoholic beverages are to be served, add 25% to the base number.*

AVERAGE CROWD SIZE	AVERAGE HOURS AT THE EVENT									
	1	2	3	4	5	6	7	8	9	10
500	2	4	4	5	6	7	9	9	10	12
1,000	4	6	8	8	9	9	11	12	13	13
2,000	5	6	9	12	14	16	18	20	23	25
3,000	6	9	12	16	20	24	26	30	34	38
4,000	8	13	16	22	25	30	35	40	45	50
5,000	12	15	20	25	31	38	44	50	56	63
10,000	15	25	38	50	63	75	88	100	113	125
15,000	20	38	56	75	94	113	131	150	169	188
20,000	25	50	75	100	125	150	175	200	225	250
25,000	38	69	99	130	160	191	221	252	282	313
30,000	46	82	119	156	192	229	266	302	339	376
35,000	53	96	139	181	224	267	310	352	395	438
40,000	61	109	158	207	256	305	354	403	452	501
45,000	68	123	178	233	288	343	398	453	508	563
50,000	76	137	198	259	320	381	442	503	564	626
55,000	83	150	217	285	352	419	486	554	621	688
60,000	91	164	237	311	384	457	531	604	677	751
65,000	98	177	257	336	416	495	575	654	734	813
70,000	106	191	277	362	448	533	619	704	790	876
75,000	113	205	296	388	480	571	663	755	846	938
80,000	121	218	316	414	512	609	707	805	903	1001
85,000	128	232	336	440	544	647	751	855	959	1063
90,000	136	246	356	466	576	686	796	906	1016	1126
95,000	143	259	375	491	607	724	840	956	1072	1188
100,000	151	273	395	517	639	762	884	1006	1128	1251

Minimum Number of Portable Sanitation Units at Construction Sites

NUMBER OF WORKERS	MINIMUM NUMBER OF UNITS SERVICED WEEKLY
20 or less	1 toilet per 20 workers
21 or more	1 additional toilet per 40 workers
200 or more	1 additional toilet per 50 workers

*The number of portable sanitation units required shall be determined by the maximum number of workers present on a regular 8 hour shift. Shifts lasting longer than 8 hours (40 hour work week) should double the number of portable sanitation units.

Planning

per portable sanitation planning is essential for the coordination of a safe and successful special event. Considerations during the planning process should include:

Type of event – Events that last throughout the day and into the evening will require more units than events that last for only a couple of hours. Also, if food will be served at an event, hand-washing stations should be considered in order to reduce the risk of disease transmission through hand to mouth contact. Portable sanitation units should be located as far away from food service vendors as practical.

Number of attendees and duration of the event – An event for a large mass gathering of people will require more portable units than a small group of people. *See the included table for estimating the number of portable units required for an event or construction site.

Food and beverage type and location – If alcoholic beverages are being served, the number of portable toilets should be increased by 25%.

Outside temperature – On hot days, visitors will consume more drinks and make more trips to the lavatories. More units should be considered for such cases.

Event layout and topography – Portable toilets should be placed on flat surfaces in a strategic position that allows easy access by the public and large trucks that service the units.

Current listings for certified portable sanitation contractors and companies can be found at www.dph.georgia.gov

Background

Large gatherings of people in relatively small areas for extended periods of time may elevate the risk of disease outbreak. In many of these situations, there are not enough restroom facilities at the site to accommodate a mass gathering. Proper measures must be employed to ensure enough sanitary facilities are present to meet the needs of the public, and to ensure the safe and timely disposal of sanitary wastes. Portable sanitation units can provide for this need. If portable sanitation units become overcrowded and neglected, especially at events involving food consumption, the risk of a disease outbreak is only increased. It is, therefore, imperative to take the time to develop a plan for the safe and effective placement, storage and disposal of sanitary wastes at special events in such a way as to reduce the risk of disease outbreak and protect public health.

For additional information, please contact your local county health department, or visit our web page: www.dph.georgia.gov

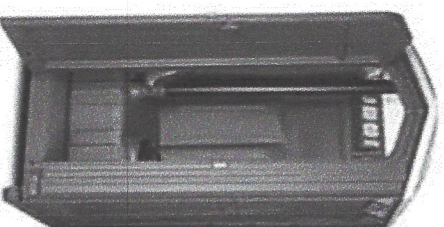
County: _____

Contact: _____



Portable Sanitation

Information for Event Organizers
and Construction Site Owners



Staff Report

Subject: Final Plat Revision (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 3, 2021
Item Description: **Scott Andrews Hendrix** as Agent for **Robert & Wendy Fears** requests approval of a final plat revision for Lots 23 & 25 of Country Acres.

Summary Recommendation:

Staff have reviewed the final plat revision, and recommend approval.

Executive Summary/Background:

- On July 20, 2021, the Board approved rezoning of the parcels from AR-1 to AR-2.
- Lots 23, 24, and 25 were combined and re-subdivided into equal parts.
- The applicants wish to reconfigure the lots by subdividing 0.36 acres from lot 25, and recombining it with lot 23. Lot 25 will be 1 acre; lot 23 will be 1.86 acres.
- The parcels are in Country Acres, which is a major subdivision. Therefore, the final plat revision must be approved by the Board of Commissioners.

Alternatives for Commission to Consider

- 1 – Approve the final plat revision for Country Acres, lots 23 & 25.
- 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 lots 23 & 25.

E.C. FIELD: 1:49,141
 E.O.G. PLAT LOT EXCEEDS 1:100,000
 ANGULAR ERROR: 1.25" PER ANGLE
 ADJUSTED BY: COMPASS RULE
 EQUIPMENT USED: TOPCON TOTAL STATION

CERTIFICATE OF APPROVAL FOR RECORDING
 THE SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE
 EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS
 APPROVED BY THE EFFINGHAM COUNTY BOARD OF
 COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK
 OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA

CHAIRMAN OF EFFINGHAM BOARD OF COMMISSIONERS DATE

WITNESS DATE

A DIVISION OF LOT 23 & LOT 25

EFFINGHAM COUNTY, GA

PREPARED FOR
ROBERT E. FEARS JR. &
WENDY H. FEARS

1. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED IN A TITLE EXAMINATION. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.

2. THIS PROPERTY LIES IN ZONE "X" ACCORDING TO FEMA MAP NUMBER 13103C0252E, DATED MARCH 16, 2015

3. PARCEL INFORMATION TAKEN FROM EFFINGHAM COUNTY GIS DATA BASE.

LEGEND
 R/WCMF = D.O.T. MONUMENT FOUND
 IRF = IRON REBAR FOUND 5/8"
 IRS = IRON REBAR SET 1/2"
 IPF = IRON PIPE FOUND 3/4"

100' 50' 0' 100'
 GRAPHIC SCALE: 1"=100'

PROJECT NO.: 21-008
 DRAWN BY: JWM
 SURVEYED BY: JWM
 SURVEY DATE: 5/22/21
 CHECKED BY: JWM
 SCALE: 1" = 100'
 DATE: 5/22/21

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE GOVERNING AUTHORITY AS EVIDENCE BY THE SIGNATURES SHOWN ON THIS PLAT AS REQUIRED BY SUBSECTION (g) OF O.G.C.A. SECTION 15-6-67. THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR THE PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.G.C.A. SECTION 15-6-67

EFFINGHAM COUNTY GOVERNING AUTHORITY

DATE

PROFESSIONAL LAND SURVEYOR

DATE



N/F
Thomas F. Ratliff
Slide D158 A1

N/F
Vivian Jarman
PB 10 PG 6

N/F
William A. & Mary T.
Hendrix
PB 10 PG 6

Robert E. Fears Jr.
Wendy H. Fears
Lot 23
Slide C92 A1
1.86 AC

N/F
Sherry S. Duff
PB28 PG 513

Derrick A. Hendrix
Lot 25
Slide C92 A1
1.00 AC

N/F
William A. &
Mary T. Hendrix
Slide C92 A1

NOTE:
 BOTH LOTS HAVE EXISTING HOUSES, WELLS AND SEPTIC TANKS. THE ORIGINAL SUBDIVISION PLAN HAD A LOT BETWEEN LOT 25 AND LOT 23 WHICH WAS SPLIT BETWEEN HENDRIX AND FEARS IN 2005. THE INTENT IS FOR LOT 25 TO BE 1 ACRE AND THE REMAINING ACREAGE TO BE JOINED TO LOT 23.

LINE	BEARING	DISTANCE
L1	N 55°03'15" E	19.08'
L2	S 57°21'18" W	35.52'
L3	S 56°52'26" W	75.43'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	90.66'	25.65'	25.56'	S 67°26'42" W	16°12'39"

Staff Report

Subject: Approval and publication of Job Descriptions for Positions Authorized in 2022 Budget

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: August 3, 2022

Item Description: Approval and publication of Job Descriptions for Positions Authorized in 2022 Budget

Summary Recommendation:

Staff is requesting authorization to publish job descriptions for new positions that have been authorized in the 2022 budget.

Executive Summary/Background

The following job descriptions are required for positions authorized in the 2022 budget:

Deputy County Clerk – The purpose of this position is to provide specialized and responsible clerical and administrative support to the County Clerk and to the Board of Commissioners.

Assistant County Manager – The purpose of this position is to assist the County Manager with developing, maintaining and updating the County Comprehensive Plan, Transportation Master Plan, Storm Water Master Plan, Utility Infrastructure Master Plan and Facilities Master Plan. The incumbent will oversee the Development Services, Public Works, Parks and Landscape, Facilities Maintenance and Recreation and Sports Management Departments.

Deputy Fire Chief – The purpose of this position is to assist with the management of daily functions of the Fire Department under the direction of the Fire Chief. *Replaces Battalion Chief.*

Projects Coordinator – The purpose of this position is to assist the County Manager in whatever capacity necessary, encompassing all aspects of County government. *Replaces Executive Assistant assigned to County Commissioners.*

Customer Service Specialist – The purpose of this position is to provide administrative and secretarial support. Additionally, the incumbent will maintain office security and process water and sanitation applications. *Replaces the Receptionist position.*

Facilities Planner – The purpose of this position is to coordinate and track all facilities maintenance activities as scheduled.

These job descriptions have been reviewed and approved as true to form by the County Attorney.

Alternatives for Commission to Consider

1. Approve the job descriptions 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

Funding Source: Funding for the positions were allocated and approved in the 2021-2022 Fiscal Year Budget.

Attachments: Deputy County Clerk Job Description
Assistant County Manager Job Description
Deputy Fire Chief Job Description
Projects Coordinator Job Description
Customer Service Specialist Job Description
Facilities Planner



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Deputy County Clerk	Job Code: 0401107
Reports to: County Clerk	FLSA Status: Non-Exempt
Department: County Commissioners	Approved

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

Position Overview:

The purpose of this classification is to provide specialized and responsible clerical and administrative support to the County Clerk and to the Board of Commissioners.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Answers Department telephones; greets customers and visitors; provides assistance, requested documents and information regarding department services and procedures; refers callers to other staff members as appropriate; and takes messages; serves as point of contact- for Effingham County citizens, departments; other municipalities elected officials, and other government agencies.

Researches budget data; monitors expenditures and operational budgets; prepares purchase orders and requisitions for department equipment, materials and supplies;

Designs and maintains forms, templates, databases, spreadsheets, and other computer files using standard business suite software in order to automate and track department operations; operates a personal computer, and general office or other equipment as necessary to complete essential functions; and provides end-user support to other department computer users.

Establishes and maintains department databases, automated files and computer records; enters and updates data in databases; researches and retrieves data from information systems; and generates reports, lists and other documents from databases.

Types letters, forms, correspondence, purchase orders, requisitions, and a variety of reports; transcribes meeting minutes; Assists County Clerk in maintaining official



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Deputy County Clerk**Job Code: 0401107**

minutes and records of the Board of Commissioners; collects, researches and/or compiles information for inclusion in reports, charts, forms and other documents; and creates mailing lists, forms and other resources to support department programs and activities.

Prepares folders; maintains files of department correspondence, program records, legal documents, and other documents; photocopies documents and distributes and/or files; and requests information from other departments as necessary to complete department records/files.

Receives and distributes incoming mail; and prepares outgoing mail for the department

Receives and processes applications, administrative forms, work orders, registration forms, reservation requests or other documents from customers, applicants, and/or employees; dates and records the receipt of the documents; logs pertinent information; checks records and papers for completion and accuracy; and prepares related correspondence.

Coordinates scheduling with public buildings staff to have facilities available; Schedules appointments with department staff; and reserves meeting rooms and/or maintains conference room schedules.

Gathers information for meeting agenda packets; notifies Commissioners, County staff, new media, and other interest parties of dates and times of board meetings and aids in distributing agendas for Commission Board members and other interested parties; Prepares information packets for Commissioners, County Administrator, County Attorney, and news media;

Aids the County Clerk in ensuring all County ordinances are codified in a timely manner as required by state law; complies with Open Meetings/Open Records Act.

Provides notary services to applicants, public, and other county officials.

Aids in managing training and conference arrangements for Board of Commissioners; Schedules motel and meeting reservations; Processes documentation for pre-training payments and post-training reimbursements; Monitors training requirements for Board of Commissioners and schedules meetings and conferences to meet requirements.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Deputy County Clerk	Job Code: 0401107
---------------------------------------	--------------------------

Assists with special events sponsored or hosted by the Board of Commissioners.

Assists in providing information on all County Commission appointments; Notifies Board of pending appointments; Acts as liaison with outside agencies to coordinate Board appointments and notifications.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.

ADDITIONAL FUNCTIONS

Assists County Clerk and Board of Commissioners and performs other related duties as required.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by up to two (2) years of moderately complex clerical and administrative support; or any equivalent combination of educational training, and experience which provides the requisite knowledge, skills, and abilities for this job.

PERFORMANCE APTITUDES

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

Human Interaction: Requires the ability provide guidance, assistance, and/or interpretation to others on how to apply procedures and standards to specific situations.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Deputy County Clerk

Job Code: 0401107

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

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

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

Functional Reasoning: Requires ability to carry out instructions furnished in written, oral or diagrammatic form. Involves semi-routine standardized work with some latitude for independent judgment concerning choices of action.

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

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

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

Environmental Factors: Tasks are regularly performed without exposure to adverse environmental conditions.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Assistant County Manager	Job Code: 0101111
Reports to: County Manager	FLSA Status: Exempt
Department: County Manager	Approved July 20, 2021

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

PURPOSE OF CLASSIFICATION

The purpose of this classification is to assist the County Manager with developing, maintaining and updating the County Comprehensive Plan, Transportation Master Plan, Storm Water Master Plan, Utility Infrastructure Master Plan and Facilities Master Plan. Employee in this classification oversees the Development Services, Public Works, and Water/Sewer, Parks and Landscape, Facilities Maintenance, Recreation and Sports Management departments.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

Directs, coordinates, and supervises the day-to-day operations of the Development Services, Public Works and Water/Sewer, Parks and Landscape, Facilities Maintenance, Recreation and Sports Management departments; develops budgets and monitors expenditures; supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.

Oversees the effective administration of the County's purchasing program; approves all purchase orders over \$500 and up to \$5,000.

Receives and investigates complaints from the general public and commissioners; interacts to address problems and situations as necessary to resolve problems.

Directs preparation of documents and materials associated with the Department of Transportation Road improvement projects.

Attends Board meetings, committee meetings, special project meetings, and public hearings; assists with the preparation of agenda and related materials; reviews minutes.

Advises and informs the County Manager of any and all problems or situations that affect the day-to-day operation of County government.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Assistant County Manager

Job Code: 0101111

Conducts research and completes projects related to County operations.

Develops the fiscal budget for the Development Services, Public Works and Water/Sewer, Parks and Landscape, Facilities Maintenance, Recreation and Sports Management departments.

Assists with the development of standard operation procedures that govern various departments within the County.

Assists with the preparation of grant applications and the administration of grant monies received for special projects; assists with the preparation of applications for FEMA and GEMA funding and monitors expenses.

Assists with the promotion of teamwork; provides leadership and training to department heads; offers guidance and instruction as needed to insure efficient operation within each department.

Maintains technical skills through appropriate continuing education and professional development courses.

Prepares and manages grants, official documents, correspondence, resolutions, ordinances and proclamations; prepares or completes various forms, reports, correspondence, or other documents.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Assistant County Manager

Job Code: 0101111

Regular and routine attendance at work is required.

ADDITIONAL FUNCTIONS

Answers the telephone and provides information to Commissioners, County Manager and the public on a daily basis.

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

Bachelor's degree in business administration, public administration, or closely related field; supplemented by three (3) years previous experience and/or training that includes accounting, budgeting, and supervisory/managerial governmental experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia driver's license. PE and Flood Plan Manager Certified preferred.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to function in a managerial capacity for a division or organizational unit. Includes the ability to make decisions on procedural and technical levels.

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

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

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Assistant County Manager

Job Code: 0101111

Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

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

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

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Projects Coordinator	Job Code: 0101113
Reports to: County Manager	Non Exempt
Department: County Commissioners	Approved:

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

Position Overview:

The purpose of this classification is to assist the department head in the day-to-day operations of the County in whatever capacity necessary, encompassing all aspects of County government. Employees in this classification handle administrative details such as copying, filing, typing, and telephone answering for the Department Head.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Records and manages list of tasks and projects assigned by the County Manager to all personnel; obtains updates on tasks/projects from department heads and other personnel.

Types, formats, edits, revises, proofreads and prints reports, correspondence, memoranda, contracts, agreements, technical charts, table and other specialized materials.

Handles inquiries and requests from the public and other departments; provides general and specialized information regarding assigned functions that require the use of judgement, tact and sensitivity and the interpretation of policies, rules and procedures.

Skillfully handles complaints and inquiries regarding department functions and responsibilities; researches and responds to requests or refers complaints and request to other staff when warranted.

Researches and collects financial, statistical, technical and specialized data from multiple sources for assigned research and special projects.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Projects Coordinator

Job Code: 0101113

Arrange meetings and conferences, schedules interviews and appointments, and performs other duties related to maintaining the County Manager's schedule.

Plans customer service strategy; develops comments cards.

Files information in appropriate locations.

Prepares or completes various forms, reports, correspondence, or other documents; edits memos, letters, and minutes; takes notes and writes minutes for meetings; develops citizen survey.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Organizes and maintains important files and records.

Establishes and coordinates work priorities; prioritizes mail/memos and other input for the County Manager.

Manage day to day execution of social media messaging, monitor all social media outlets, pages, sites, etc., on a daily basis and post and or respond on particular topics and/or to other posts contents.

Recommend and apply relevant social media techniques, process and tools to improve overall results and efficiency.

Contribute to and regularly update external social sites, Facebook, YouTube and other community sites.

Develop content or promotional calendar ideas for social sites.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Projects Coordinator

Job Code: 0101113

Convey a sense of community and build our following based on valuable content and mutual sharing.

Work closely with departments to the County is fully leveraging social media for maximum impact and results.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

Bachelor's degree in business administration or closely related field; supplemented by three (3) years previous experience and/or training that includes general office and governmental experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia driver's license.

PERFORMANCE APTITUDES

Data Utilization:

Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction:

Requires the ability to apply principles of persuasion and/or influence.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Projects Coordinator

Job Code: 0101113

Equipment, Machinery, Tools, and Materials Utilization:

Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude:

Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

Functional Reasoning:

Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning:

Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability:

Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements:

Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Projects Coordinator

Job Code: 0101113

Environmental Factors:

Essential functions are regularly performed without exposure to adverse environmental conditions.

DRAFT



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Deputy Fire Chief	Job Code: 0405102
Reports to: Fire Chief	FLSA Status: Exempt
Department: Fire Department	Approved

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

Position Overview:

The Deputy Fire Chief assists with the management of daily functions of the Fire Department under the direction of the Fire Chief.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Supervises, directs, and evaluates assigned staff; handles employee concerns and problems; directs work; counsels and disciplines staff; completes employee performance appraisals; recruits, appoints, and trains staff.

Functions as Incident Commander at emergency scenes to maintain the safety of personnel while mitigating hazardous conditions.

Manages daily staff schedules to maintain established staffing levels; ensures that qualified personnel of adequate rank or experience are balanced throughout the battalion to maintain response standards.

Supports and coordinates training opportunities for assigned personnel.

Processes and submits timely and accurate reports as required.

Supports and promotes in bureau public relations activities.

Assists senior staff with long-range planning.

Completes special projects as assigned.

Directs and ensures the proper inspections of private homes and businesses.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS****Job Title: Deputy Fire Chief****Job Code: 0405102**

Serves as representative between the department and other public and private safety organizations or groups.

Conducts periodic inspections of personnel, quarters, equipment, and records. Performs other related duties as assigned.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.

MINIMUM QUALIFICATIONS

Must hold the Georgia Firefighter Standards and Training Counsel (GFSTC) Certification as NPQ Firefighter I & II, NPQ Instructor I, NPQ Fire Officer I, and NPQ Fire Officer II within 12 months of appointment; and have successfully completed NIMS 100, 200, 300, 400, 700, and 800 at time of application.

Must maintain valid AHA Heartsaver certification, and be trained as an Emergency Medical Responder (EMR)

Must have at least 10 years of relevant Fire/Rescue experience

Knowledge, Skills & Abilities

Knowledge of the principles, practices, and equipment used in the suppression of fires and in the delivery of emergency medical services.

Knowledge of emergency incident management techniques.

Knowledge of modern office practices and procedures.

Knowledge of county personnel policy.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS****Job Title: Deputy Fire Chief****Job Code: 0405102**

Skill in the development, implementation, and enforcement of policies and guidelines.

Skill in the operation of fire apparatus and in the delivery of emergency medical services.

Skill in the training and supervision of personnel.

Skill in oral and written communication.

MINIMUM PHYSICAL REQUIREMENTS

Please see: Georgia Standards and Training Council Appendix C

PERFORMANCE APTITUDES**Data Utilization:**

Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction:

Requires the capacity to act as a first line supervisor, including overseeing work, acting on employee problems, and assigning the work of others.

Equipment, Machinery, Tools, and Materials Utilization:

Requires the ability to operate, maneuver, and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude:

Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude:

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



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Deputy Fire Chief**Job Code: 0405102****Functional Reasoning:**

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

Situational Reasoning:

Requires the ability to exercise judgment, decisiveness, and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE**Physical Ability:**

Tasks involve the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-125 pounds).

Sensory Requirements:

Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors:

Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Facilities Planner	Job Code: 0506504
Reports to: Facilities Superintendent	FLSA Status: Non-Exempt
Department: Facilities Maintenance	Approved

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

Position Overview:

The Facilities Planner shall coordinate and track all facilities maintenance activities as scheduled.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Ensures assigned equipment is in proper working order and available for use.

Maintains physical space, ensuring a safe, clean and functional environment.

Receives, manages and processes work order requests; ensures problems are resolved quickly.

Ensures needed material/equipment are on hand to complete the work order.

Drafts and implements preventive maintenance schedules for building and equipment.

Ensures safety standards are followed throughout facility.

Maintains inventory of supplies; reorders as needed.

Maintains and provides monthly reports from the fuel program.

Analyzes fuel reports to identify possible issues.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Facilities Planner	Job Code: 0506504
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Tracks, organizes purchase card receipts. Completes monthly purchase card report and submits report and receipts to Finance by due date.

Acts as the Records Retention Officer for the County. Catalogs and stores departmental files and ensures record retention guidelines are followed.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.

Additional Duties and Responsibilities:

Excellent verbal and written communication skills.

Proficient in Microsoft Office Suite and/or related software necessary to create and maintain reports and logs.

Excellent organizational skills and attention to detail.

Performs other related duties as assigned.

Minimum Qualifications

High School Diploma or GED; supplemented by one (1) year previous related experience and/or training involving administrative/clerical work, customer service and building maintenance/work order systems or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills and abilities for this job. Must possess and maintain a valid Driver's License.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Facilities Planner

Job Code: 0506504

PERFORMANCE APTITUDES

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

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

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

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

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division.

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

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties which are often characterized by frequent change.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Facilities Planner

Job Code: 0506504

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

ADA COMPLIANCE

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

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

DRAFT



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Customer Service Specialist	Job Code: 0101114
Reports to: County Manager	FLSA Status: Non Exempt
Department: County Commissioners	

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

Position Overview:

The purpose of this classification is to provide administrative and secretarial support, including preparing and processing a variety of reports, forms, and correspondence, answering phones, researching daily departmental operations, assisting citizens with complaints, and filing and maintaining departmental records.

Principal Duties and Responsibilities (Essential Functions):**

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Answers the telephone and transfers calls; takes and delivers accurate phone messages; receives calls for other departments as necessary; records complaints; maintains phone log.

Maintains office security by following safety procedures and controlling access to the facility. Maintains log book of visitors.

Greets visitors and directs them to offices or to sources of information; responds to complaints. Answers questions about water and sanitation matters.

Receives express and regular mail; sorts and distributes mail; opens mail as requested; processes outgoing mail; logs and distributes deliveries.

Assists people with information needs, including providing written and oral information which may involve the interpretation of policies and procedures; maintains supply of information, brochures, and documentation for the public.

Processes water and sanitation applications. Accepts payments for various fees and services; enters data into the computer; issues receipts; balances receipts against transactions and posts transactions to cash receipt journal.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Customer Service Specialist**Job Code: 010114**

Processes sanitation and Fire releases.

Composes, types and files a variety of documents, such as interoffice memos, monthly reports, technical reports, forms, and tables; types purchase orders, calendars, phone directories, and work orders; proof reads typed copies; compiles tables and summaries for statistical reports and budgets; generates and prints related reports.

Establishes and maintains departmental files, documents, and records; researches record retention and guidelines for retention; receives, identifies, stores, files, shelves, and retrieves records; repairs and replaces files and storage boxes.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, exchange information, or resolve problems.

Processes department purchase requisitions, personnel action forms, and other administrative forms in accordance with County policies and procedures.

Oversees and maintains the Car Pool Program of vehicles for County employees to use for County business.

Runs errands and goes to Post Office and other offices daily to collect or deliver mail and other correspondence and/or information.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Customer Service Specialist

Job Code: 010114

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.
Performs other related duties as required.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by one (1) year previous experience and/or training involving receptionist work or customer service; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

PERFORMANCE APTITUDES

Data Utilization:

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

Human Interaction:

Requires the ability to apply principles of persuasion and/or influence.

Equipment, Machinery, Tools, and Materials Utilization:

Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude:

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

Mathematical Aptitude:

Requires the ability to perform addition, subtraction, multiplication, and division.

Functional Reasoning:

Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Customer Service Specialist**Job Code: 010114**

judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Situational Reasoning:

Requires the ability to exercise judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties which are often characterized by frequent change.

ADA COMPLIANCE**Physical Ability:**

Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements:

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

Environmental Factors:

Essential functions are regularly performed without exposure to adverse environmental conditions. Administrative Secretary assigned to Animal Control may be exposed to odors, wetness, humidity, rain, temperature and noise extremes, disease, or pathogenic substances.

Staff Report

Subject: Additional banking Service for all accounts – Positive Pay
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08-03-2021
Item Description: Consideration to approve additional Positive Pay banking services for all BB&T (now Truist) accounts

Summary Recommendation:

Staff is requesting approval to add Positive Pay banking services to all BB&T (now Truist) accounts.

Executive Summary:

In 2018, the county added positive pay to the General Fund account. Positive pay is a fraud prevention service provided by the bank in which all checks issued are uploaded to the bank with name, date, check number, and amount. Any payment presented that does not match that record is referred to finance for review and determination of payment action.

In an effort to further protect all bank assets, staff is recommending adding the positive pay option to the other 36 bank accounts. The cost to add this service is \$75.00 per month plus \$0.08 per item, for a total monthly minimum charge of \$2700.

The per item fee on the General Fund averages \$30.00 per month for a total cost of \$105.00 per month. The additional 36 accounts do not have as many transactions, and therefore, will be less than that total monthly cost.

Within our banking contract, we receive an Earnings Credit Allowance which offsets our monthly maintenance fees. If approved, we will combine all proper accounts into one group to maximize those credits and offsets in order to save on the actual monthly banking expenses.

Background:

1. We currently have only one (1) account utilizing the Positive Pay safety feature.
2. Staff will add Positive Pay to the other accounts for a total minimum additional cost of \$2700 per month.
3. Total maximum cost should not exceed \$3780 per month.
4. Earnings credits will be used to offset these additional fees to the fullest extent possible.

Alternatives for Commission to Consider:

1. Approve to add Positive Pay to all accounts

2. Do not approve to add Positive Pay to all accounts
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to add positive pay to all accounts

Other Alternatives:

Select specific accounts to which to add Positive Pay

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

Dept. 15 – General Fund

Bank Charges 100-1510-015-52-3916

Attachments:

N/A

Staff Report

Subject: Partial TSPLOST Bond distribution to Springfield and Guyton
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08-03-2021
Item Description: Consideration to approve a partial distribution of TSPLOST bond funding to Springfield and Guyton

Summary Recommendation:

Staff is requesting approval to distribute 25% of the TSPLOST Bond funding allocated to Springfield and Guyton.

Executive Summary:

In April of 2020, Effingham County and all qualifying municipalities (Springfield, Rincon, and Guyton) entered an IGA for use and distribution of proceeds generated by the 2020 Transportation Special Purpose Local Option Sales Tax (TSPLOST) in which they agreed that each party to the agreement would have the authority to issue general obligation debt.

The county along with Springfield and Guyton chose to issue bonds for a portion of their anticipated revenues. The bond was issued in April of 2021 in the amount of \$35 Million. The county has received those funds and has a liability to the participating cities. However, due to the wording of the IGA, the State has been issuing funds directly to county and cities instead of directly to the county for use in debt service.

While the county attorney is working on a new IGA, the finance department is maintaining records of the funds issued directly to the cities, and reducing the counties liability to the participating cities accordingly.

In an effort to allow the cities to begin moving forward on their TSPLOST projects, staff is recommending that we disburse 25% of their current liability amounts. Once the final IGA is approved and disbursements from the state are directed only to the county, we will release the balance due them at that time.

Background:

1. Springfield bond allocation is \$2,381,075.
 - a. They have received \$90,934.87 directly from the State through 6/2021.
 - b. Remaining liability is \$2,290,140.13
 - c. Springfield's 25% disbursement will be \$572,535.03.
2. Guyton bond allocation is \$1,404,224.
 - a. They have received \$49,600.37 directly from the State through 6/2021.
 - b. Remaining liability is \$1,354,623.63.
 - c. Guyton's 25% disbursement will be \$338,655.91.

Alternatives for Commission to Consider:

1. Approve to disburse funds to Springfield and Guyton
2. Do not approve to disburse funds to Springfield and Guyton
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to disburse funds to Springfield and Guyton

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, County Manager

Funding Source:

TSPLOST Construction

Attachments:

1. TSPLOST Bond distribution worksheet

TSPLOST Bond

IGA:	The distribution percentages shall initially be based on the 2010 United States Census Bureau numbers and the distribution shall be revised on January 1 after the new 2020 census numbers are published by the United States Census Bureau. The initial distribution percentages are as follows:		
	City of Guyton:	1,684 - 3.00%	
	City of Rincon:	8,836 - 17.00%	
	City of Springfield:	2,852 - 5.50%	
	Unincorporated Effingham County:	38,878 - 74.50%	
TSPLOST/ Intergovernmental Agreement/04212020		Page 2 of 8	

** Rincon opted out of participating in the bond. They chose to move forward on pay-go.

TSPLOST Bond:	\$35,000,000.00	issuance amt	0.793%	interest rate
	\$222,000.00	cost of issuance	Payments due 6/1 and 12/1 eff 12/2021	
	\$34,778,000.00	project funds	Expires 2026	
			total debt service	35,886,957.00

Bond Distribution	
Guyton	\$1,404,224.00
Springfield	\$2,381,075.00
Uninc County	\$30,992,701.00
	\$34,778,000.00
0 check fig	

** With the start of TSPLOST proceeds, the State issued funds directly to each entity instead of to the county. Those direct payments are accounted for in the distribution listing below.

		<u>Guyton</u>	<u>Springfield</u>	<u>County</u>	<u>Annual Debt Service</u>
Due from bond:		\$1,404,224.00	\$2,381,075.00	\$30,992,701.00	\$7,247,016.70
State payments, for					
Mo Ending:	Received on				
	Mar-21	Apr-21	4.78	8.77	118.82
	Apr-21	May-21	23,740.95	43,525.39	589,581.25
	May-21	Jun-21	25,854.64	47,400.71	642,073.06
Total State Direct		49,600.37	90,934.87	1,231,773.13	1,372,308.37
County paid:					Total Debt Srvc Acct
Bal due from Bond		\$1,354,623.63	\$2,290,140.13	29,760,927.87	

** County Manager requested to send cities 25% of bo is approved to allow state to send all funds to the Cour

IGA was supposed to allow all funds to disburse the coi bond payments in a separate debt service account. On for that year, regular disbursements for pay-go would i

1st disbursement calculation:		
25% of total		
	Guyton	\$338,655.91
	Springfield	\$572,535.03

nd amount until new IGA
ity for distribution.

unty who will hold the
ice all debt service was satisfied
resume.

Staff Report

Subject: Resolution for Becky Shea
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: August 3, 2021
Item Description: Consideration to approve a Resolution (021-038) for Becky Shea's service with the Effingham County Chamber of Commerce

Summary Recommendation:

This request was made by the Chamber Director, Andy Cripps. The Chamber wants to publicly express its thank you to Ms. Shea at the annual awards banquet on August 19th. Staff recommends approval.

Executive Summary/Background:

Becky Shea served as the Chamber of Commerce Office Manager and Membership Coordinator for over 8 years. Her tenure was from January 2012 to March 27, 2020.

Alternatives for Commission to Consider

1. To approve Resolution (021-038) for Becky Shea's service with the Effingham County Chamber of Commerce
2. To not approve the Resolution.
3. To offer another source of appreciation.

Recommended Alternative: 1

Other Alternatives: N/A

Department Review: Administration

Attachments:

1. Resolution



RESOLUTION



Item XI. 8.

*From the Office of the Board of Commissioners
Effingham County, Georgia*

For Your Service to the Effingham County Chamber of Commerce

WHEREAS, Beck Clarke Shea is a lifelong resident of Southeastern Georgia, living now in Rincon with her husband Pat. She has a son, Chris, and three granddaughters; and holds an Associate degree from Armstrong Atlantic State University and;

WHEREAS, she has worked for 35 years as an Executive Assistant at International Paper and JCB Construction Inc. before coming to the Effingham County Chamber of Commerce in January of 2012.

WHEREAS, she has served with distinction as the chamber's Office Manager and Membership Coordinator for more than 8 years; and she has been a vital help to the board of directors and the new chief executive throughout the transition process, managing projects such as Effingham Day at the Capitol, the Community Leadership Retreat, and the Eggs and Issues Legislative Breakfast, among others.

WHEREAS, her cheerful optimism and friendly demeanor are an inspiration to all who interact with her personally and professionally; her presence will be missed as she officially retires from the Chamber office March 27, 2020.

NOW THEREFORE, be it resolved by the Effingham County Board of Commissioners to recognize the outstanding service provided to Effingham County during her tenure.

On this 3rd day of August, the year of our Lord two thousand and twenty.

Wesley Corbitt, Chairman

Forrest Floyd, 1st District

Roger Burdette, 2nd District

Jamie Deloach, 3rd District

Reginald Loper, 4th District

Phil Kieffer, 5th District

Staff Report

Subject: Ratification of Approval to Purchase of Generator for North Tower – Emergency Purchase

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: August 3, 2021

Item Description: Ratification of Approval to Purchase of Generator for North Tower – Emergency Purchase

Summary Recommendation: Staff is requesting Ratification Approval for the Purchase of a Generator for the North Tower

Executive Summary/Background:

- The generator on-site at the North Tower is no longer operational and needs to be replaced. Three quotes for the generator were obtained as follows:
 - Cummins - \$23,182.27
 - Yancy Bros (state contract) - \$26,500.00
 - Diesel Power Solutions - \$32,988.95
- Effingham County staff are able to install the generator. Additional quotes were obtained to rent a crane to assist with the removal and install. That breakdown is included as an attachment. Fred Ryan, Facilities Maintenance Director, believes this should take no more than 4 hours.
- There is \$28,000 included in the FY22 budget for the purchase of a new generator.

Alternatives for Commission to Consider

1. Ratification for approval of the generator purchase from Cummins for \$23,182.27 for the North Tower.
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance, Facilities Maintenance, County Manager, Asst. County Manager

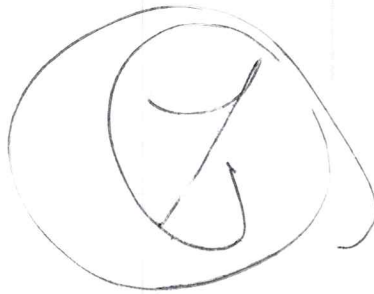
Funding Source: \$28,000 Budgeted in General Fund – EEMA

Attachments:

1. Generator Quotes and Documentation
2. Crane Rental Quotes and Documentation

3576- N Communications Tower Generator Replacement

Vendor	Estimate
Cummins	\$23,182.27
Yancey	\$26,500.00
Diesel Power Solutions	\$32,988.95





**Sales and
Service**

Project: Effingham Co. I
Quotation: Q-56006-20210624-1648 Effingham Co
Tower

Item XI. 9.

June 24, 2021

To

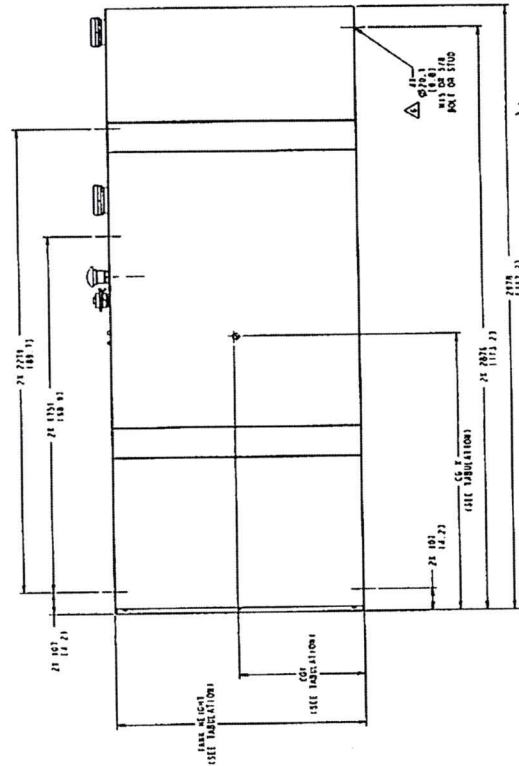
Prepared by

Donald Ridgeway
(404) 290-0856
donald.b.ridgeway@cummins.
com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C50D6, Diesel Genset, 60Hz, 50kW U.S. EPA, Stationary Emergency Application C50D6, 50kW, 60Hz, Standby, Diesel Genset Duty Rating-Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Reg-Torque Match Voltage-120/240, 1 Phase, 3 Wire Alternator-60Hz, 4L, 240/120V, 1 Phase, 120C, 40C Ambient Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Skidbase-Housing Ready UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 24 Hour Minimum Low Fuel Level Switch, 40% Mechanical Fuel Gauge Switch-Fuel Tank, Rupture Basin Control Mounting-Right Facing PowerCommand1.1 Controller Gauge-Oil Pressure Stop Switch-Emergency Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 200A, 2P, 600 Volts AC, 80%, UL Right CB-None Engine Governor-Electronic, Isochronous Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Extension-Oil Drain Engine Oil Genset Warranty-2 Years Base Literature-English Packing-Skid, Poly Bag Enclosure-Wind Load 180 MPH, ASCE7-10 Battery Charger-6 Amp, Regulated Coolant Heater Larger Battery Rack	1
2	Roll Back Delivery Unload by Others	1
3	Service - start up & testing	1

TOTAL: \$ 23,182.27

[illegible][illegible]



Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Quotation # 21AAF0016-03

Project: Effingham County

Date Issued: June 15, 2021

Expiration: July 15, 2021

Page # 1 of 3

50 kW GC Diesel Generator Set PER State Contract: 99999-001-SPD0000102-0025

One (1) New Caterpillar Model D50 Packaged Diesel Engine Driven Generator Set, rated 50kW standby, 62.5kVA, 0.8 PF, 120/240 Volts, Single phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows:

Emissions

- ◆ This engine meets US EPA emissions requirements for **EMERGENCY STANDBY**
- ◆ **UL2200**

Cooling System

- ◆ **Radiator for 122 degree F ambient**, unit mounted. Includes initial fill of 50/50 coolant.
- ◆ **Jacket water heater, one 1000 watt heater** with thermostatic controls, 240 VAC input.

Starting System

- ◆ **Battery Set**, 12 volt DC, Lead Acid type with rack and cables.
- ◆ **Automatic Battery charger**, 10 amps, installed in generator set enclosure, 120 VAC input required.
- ◆ **Electric starting motor**, 12 volt DC.

Instrumentation & Controls

- ◆ **Electronic Governor**, +/- 0.25% steady state regulation.
- ◆ **GCCP 1.2 Controller**
 - ◆ Control Panel GCCP 1.2 is an auto Start Control Module suitable for a wide variety of diesel genset applications. Monitoring an extensive number of engine parameters, the modules will display warnings, shutdown and engine status information on the backlit LCD screen, illuminated LEDs and remote PC.

Generator (Alternator)

- ◆ **Caterpillar**, screen protected and drip-proof, self-excited, self-regulating, AC power generator **rated at 130 deg C temp rise**, 3 phase, 4 wire, direct connected with:
 - **Automatic voltage regulator** with +/- 0.25% regulation from 0% to 100% load.
 - **Main circuit breaker**, One (1), 100% rated, 225 amp, 3 pole.

Genset Enclosure –Sound Attenuated

- **Steel construction** with two (2) single access doors per side
- **Internal vibration isolators** installed between generator set and mounting rails.
- Painted standard alkyd enamel finish, color is **CATERPILLAR** white.
- **20 AMP GFCI Receptacle**

Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector, installed **INSIDE** enclosure for safety and aesthetics.

Fuel System

- ◆ **123 gallon, 24hr run-time at full load, double wall, UL 142 listed fuel tank base.** Steel construction. Complete with low fuel level alarm switch, rupture basin leak alarm, tank vents and fill opening.

Automatic Transfer Switch-N/A

- ◆ **NO ATS PROVIDED**



Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 21AAF0016-03

Project: Effingham County

Date Issued: June 15, 2021

Expiration: July 15, 2021

Page # 2 of 3

Other Services Provided by Yancey Power Systems Included for this project:

- ♦ Project Management
- ♦ Delivery to job site (offloading & installation by others)
- ♦ Start-up and testing services including simulated power outage test during start-up.
- ♦ Operator training: up to 4 hours on site – single trip.
- ♦ Operation and Maintenance Manuals: 3 Sets
- ♦ Warranty, CAT Equipment: Five (5) years from the start-up date.

Miscellaneous:

F.O.B. jobsite, freight included.

NET PRICE: \$ 26,500.00

CLARIFICATIONS

This quotation is based on standard Caterpillar equipment. No one line drawing provided for project. Specifications were very limited with not a lot of information.

Scheduling:

Submittals: 1 - 2 weeks from receipt of order.
Automatic Transfer Switch: N/A
Generator Set: 18-21 Weeks from submittal approval.

Price DOES NOT include the following:

State and local sales tax
Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

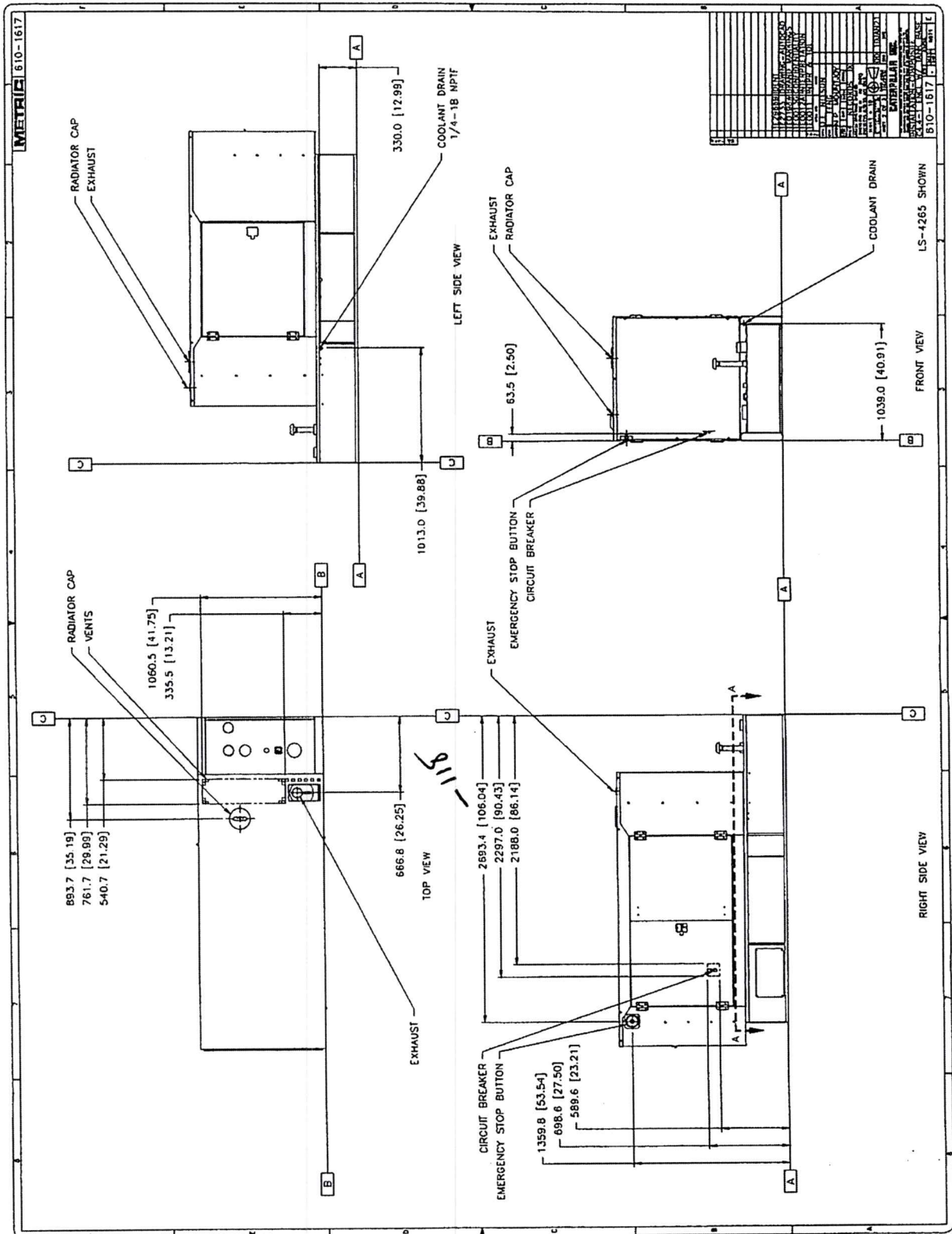
Thank you for your request and for your consideration of this quotation.

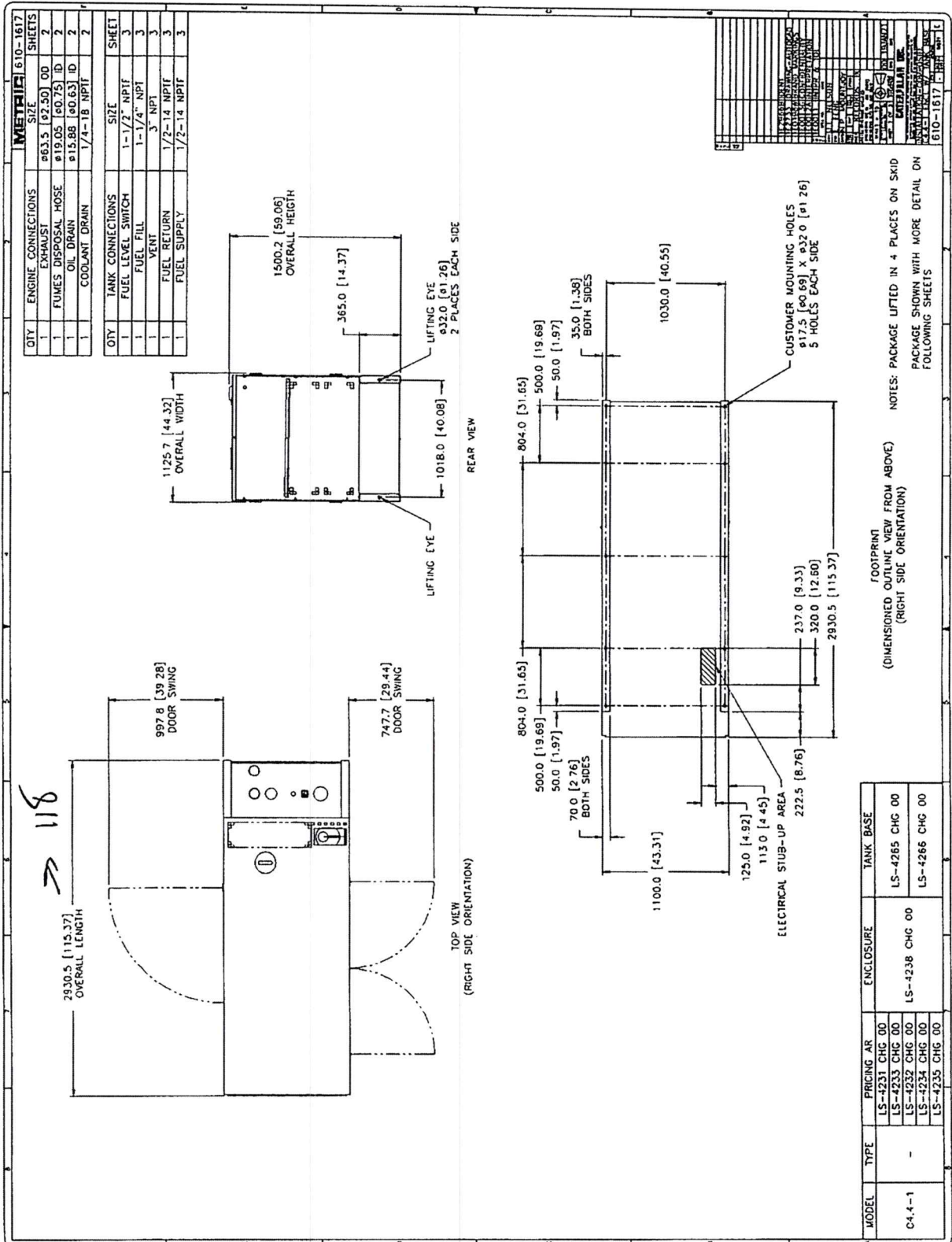
ACCEPTANCE:

BY YANCEY POWER SYSTEMS

DATE _____

DATE _____





DIESEL POWER SOLUTIONS, LLC
 430 Hodgeville Road
 Guyton, GA 31312
 invoices@dieselpowersolutionsllc.com
 912-728-8770



Estimate **SO-14065**
 Date: **6/24/2021**

Bill To

Service Order	Purchase Order	Service Writer	Authorizer	
SO-14065		Roscinski, Rhett		
Item	Description	Quantity	Rate	Amount
Complaint: Replace Generator assembly / Labor includes removal of old genset and installation of new genset completely.				
Cause: Customer request				
Labor	Recommended Correction: // Replace Generator assembly / Labor includes removal of old genset and installation of new genset completely.			\$1,950.00
Parts	65KW DR65-F4 WINCO DIESEL	1	\$26,309.00	\$26,309.00
Parts	100 GALLON FUEL TANK	1	\$4,603.20	\$4,603.20
			Subtotal	\$32,862.20
	Shop Supplies			\$126.75
Unit: North Tower (North Tower)		Labor		\$1,950.00
Chassis: 0 Miles		Parts		\$30,912.20
Engine: 0 Hours		Subtotal		\$32,988.95
		State of GA (8.0000% of \$0.00)		\$0.00
		Total		\$32,988.95

*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.

The details and the estimate provided above are based on our first inspection and do not construe a guarantee that no further work / parts will be required. The total bill of work will be as per the details available on completion of the work. Other terms and conditions as applicable.

You are hereby authorized to make the above repairs and I agree to pay in full.

Boom Truck / Crane rental Quotes

Vendor	Quoted Amount
Atlantic Maintenance Ind. Services	\$ 125.00 Per Hour @ 4 Hr. Min =\$500.00
Black River Crane	\$ 125.00 Per Hour @ 4 Hr. Min =\$500.00 (verbal)
Herc Rentals	\$826.00
Sunbelt	\$902.50
Bell Crane & Rigging	\$950.00
United Rentals	\$958.00

Note- Crane will be used to set generator and A/C if able to coordinate installs



Atlantic Maintenance Industrial Services

1005 Old Tusculum Rd.
Springfield, GA 31329
(912) 754-4699

Rates Valid Through 6/30/22

	<u>ST</u>	<u>OT</u>	<u>DT</u>
Boomtruck w/operator (4 hour minimum)	\$125.00	\$187.50	\$250.00

Please note anything over 8 hours and anytime on Saturday or Sunday will be billed at the overtime rate. Most holidays are double time however there are a few that are billed at double time and ½.

Show R.A. Number on all Correspondence

QUOTE

**** COPY **** **HercRentals™**

R.A. No. 53584673

Page 1 of 1

BRANCH: 346		BILL TO CUSTOMER: 2842793		SHIPPING ADDRESS				
HERC SAVANNAH 514 BOURNE AVE SAVANNAH, GA 31408 912-964-8474		EFFINGHAM COUNTY PUBLIC WORKS 309 HIGHWAY 119 SOUTH SPRINGFIELD, GA 31329		EFFINGHAM COUNTY PUBLIC WORKS 309 HIGHWAY 119 SOUTH SPRINGFIELD, GA 31329 912-754-2141				
DESCRIPTION/CHARGES								
EST START: 6/23/21 8:45		EST RETURN: 6/30/21 8:45		DROP DATE: _____				
SHIPPED BY:		ORDERED BY: F RYAN		DROP TIME: _____				
ORDER DATE: 6/23/21		SALESPERSON: 399		SALES COORDINATOR: DAVID M. COLEY				
RENTAL TAX CLAIM: COUNTY GOVERNMENT		TAX DOCUMENT #: 58-6000821		Rates subject to availability				
PO# / JOB#: MR RYAN QUOTE CPU								
Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	TRUCK CRANE 18 T SINGLE DSL 6596380	8/	826.00	137.67	826.00	2223.00	4487.00	2223.00
MIL CHG: .25								
EMISSIONS & ENV SURCHARGE								61.35
VEHICLE LICENSING FEE 3790000001 2.50 per day								17.50
Sub-total:								2301.85
Taxable Sub-total: 0.00								
Total:								2301.85
<p>For GREAT DEALS on USED EQUIPMENT - visit us on-line at HercRentals.com</p> <p>CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE</p> <p>THE EQUIPMENT (DEFINED BELOW) IS RENTED BY HERC RENTALS INC. (HERC) TO THE CUSTOMER PURSUANT TO THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME, INCLUDING THE TERMS IMMEDIATELY BELOW.</p> <p>NOTWITHSTANDING PAYMENT OF THE RPP FEE, CUSTOMER IS LIABLE FOR ALL DAMAGES TO THE EQUIPMENT, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC, CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF THE TERMS AND CONDITIONS HEREOF, OR IN VIOLATION OF THE RENTAL PROTECTION PLAN GUIDE.</p> <p>PARAGRAPH 12 ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT CUSTOMER HAS FULLY INSPECTED THE EQUIPMENT AND THAT EXCEPT FOR ANY ISSUES UNDER SECTION 12 HEREOF SAME IS IN GOOD CONDITION AND REPAIR AND THAT CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE EQUIPMENT.</p> <p>PLEASE BE AWARE that Herc adds an Emissions and Environmental Surcharge ("EES") with respect to motorized, electric, hydraulic, combustion engine and pneumatic powered rental equipment. EES is a charge by Herc to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to Herc's business operations such as handling, managing, and/or disposing of waste materials that contain hazardous substances (e.g., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at Herc; and (3) the acquisition and use of vehicles in Herc's business with engines using advanced emission control technologies. Herc also adds a Vehicle Licensing Fee ("VLF") with respect to rental vehicles and trailers to help offset the costs and overhead associated with licensing and registering such items. EES and VLF Surcharges may be charged from time to time at Herc's discretion. THESE SURCHARGES ARE NOT TAXES OR GOVERNMENT MANDATED CHARGES.</p> <p>PLEASE BE AWARE THAT THE RENTAL PROTECTION PLAN (RPP) IS NOT INSURANCE. The Charge for RPP is 15% of gross rental charges. Customer may accept or decline RPP. If Customer accepts RPP, in consideration of the charge shown above, Lessee agrees to waive certain claims against customer for loss of or damage to Equipment, in accordance with the terms and conditions set forth herein and in the RENTAL PROTECTION PLAN GUIDE which Customer should review before deciding whether to purchase RPP. By accepting the Rental Protection Plan and paying the additional fee, Herc will limit the equipment repair or replacement cost to a deductible of \$500 per item or 10% of the repair or replacement cost, including tax, whichever is less. You are responsible for any loss or damage up to this amount. RPP does NOT cover damage to tires and tubes caused by blow out, bruise, cut, punctures or other causes inherent in the use of the Equipment.</p> <p>Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.</p>								

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Name

Title

Customer Signature

Date





PC#: 0018
199 WEST CHATHAM BLVD
GARDEN CITY, GA 31408
912-966-0696

SUNBELT RENTALS, INC.

Salesman: 001800 SAVANNAH HOUSE (018)
Typed By: MSPORDER

Job Site:

EFFINGHAM COUNTY BOARD OF COMM
601 NORTH LAUREL ST
(DPW)
SPRINGFIELD, GA 31329 6816
C#: 912-754-2110 J#: 912-754-2141

QUOTE



Contract #.. 114844998
Contract dt. 6/23/21
Date out.... 6/28/21 9:00 AM
Est return.. 6/29/21 9:00 AM
Job Loc..... 601 NORRTH LAUREL ST, SPRINGFIEL
Job No..... 4 - EFFINGHAM COUNTY
P.O. #..... NR
Ordered By.. RYAN, FRED
NET DUE UPON RECEIPT

Customer: 466555

EFFINGHAM COUNTY BOARD OF COMM
601 N LAUREL ST
SPRINGFIELD, GA 31329

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	17 1/2 TON CRANE TRUCK 1110020	902.50	902.50	2110.50	4832.25	902.50
*** EOP MSG *** ****IMPORTANT**** This unit is ON ROAD Registered ONLY use TAXED Fuels (NO RED DYED FUEL) RPP DOES NOT APPLY TO ON ROAD RENTAL VEHICLES						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL	EA	17.590			
1	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000	EA	13.540			
1	GAHERS	EA	13.540			
1	GA 1.5% HEAVY EQUIP. RENTAL SURCHARGE					
Sub-total:						933.63
Total:						933.63

All amounts are in USD

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

BELL CRANE & RIGGING, INC.

QUOTE SHEET

912-663-7082

DATE: 6/29/2021 Per: Ralph Bell
CUSTOMER: Effingham County Board of Commissioners
CONTACT: Fred Ryan PHONE: _____
CUSTOMER EMAIL: Fryan@effinghamcounty.org
SITE LOCATION: Tower Site Hwy 21
North of Springfield, Ga.
JOB DESCRIPTION: Change out Generator + (1)
Wall Mounted Alc Unit

EQUIPMENT NEEDS: Furnish Crane, rigging, & operator

FREIGHT IN: _____ FREIGHT OUT: _____

PERMIT FEE: _____ PER DIEM: _____

OVERTIME RATE: _____ HOLIDAY & SUNDAY RATE: _____

WORKING RADIUS: _____

LIFTING WEIGHT: _____

CONTRACT PRICE: \$950.00

ALL PERMITS, FINES OR FEES FOR STREET CLOSURE, GROUND CONDITION AND AIR SPACE PERMITS ARE THE CUSTOMERS RESPONSIBILITY.



RENTAL QUOTE

195180183

BRIDGES JOB
1 PROSPERITY DR
GARDEN CITY GA 31408
912-966-6303
912-966-6345 FAX

Job Site FACILITIES MAINTENANCE
700 N PINE ST
SPRINGFIELD GA 31329-5088

Office: 912-754-2110 Cell: 912-429-0056

Customer # : 6401504
Quote Date : 06/23/21
Estimated Out : 07/14/21 12:00 PM
Estimated In : 07/21/21 12:00 PM
UR Job Loc : 700 N PINE ST, SPRIN
UR Job # : 2
Customer Job ID:
P.O. # : TRD
Ordered By : FRED RYAN
Written By : COLEMAN MCCALLUM
Salesperson : CATHERINE FIELD

EFFINGHAM COUNTY
601 N LAUREL ST
SPRINGFIELD GA 31329-6816

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:		Description	Minimum	Day	Week	Month	Estimated Amt.
Qty	Equipment						
1	1704171	CRANE 16 TON TRUCK MOUNTED		909.00	2,254.00	9,301.00	2,254.00
Rental Subtotal:							2,254.00
Agreement Subtotal:							2,254.00
Tax:							180.32
Estimated Total:							2,434.32

COMMENTS NOTES:

CONTACT: FRED RYAN
CELL#: 912-429-0056

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service

Alison M. Bruton

From: Fred Ryan
Sent: Wednesday, July 21, 2021 4:07 PM
To: Alison M. Bruton
Subject: RE: North Tower Generator Purchase

From: Alison M. Bruton
Sent: Wednesday, July 21, 2021 3:51 PM
To: Fred Ryan <FRyan@EffinghamCounty.org>
Subject: RE: North Tower Generator Purchase

How long do you expect it to take? No more than 4 hrs. Do you recommend going with Atlantic Maintenance? Yes ma'am

Alison M. Bruton
Purchasing Agent
Effingham County Board of Commissioners

From: Fred Ryan
Sent: Wednesday, July 21, 2021 3:43 PM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>
Subject: RE: North Tower Generator Purchase

From: Alison M. Bruton
Sent: Wednesday, July 21, 2021 1:35 PM
To: Fred Ryan <FRyan@EffinghamCounty.org>
Subject: RE: North Tower Generator Purchase

Perfect, thank you.

Alison M. Bruton
Purchasing Agent
Effingham County Board of Commissioners

From: Fred Ryan
Sent: Wednesday, July 21, 2021 1:33 PM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>
Subject: RE: North Tower Generator Purchase

Yesterday morning I was on a project where the contactor had to provide a crane. I have reached out to them for one more option.

Hope to have you info by the end of the day

From: Alison M. Bruton
Sent: Wednesday, July 21, 2021 1:12 PM
To: Fred Ryan <FRyan@EffinghamCounty.org>
Subject: FW: North Tower Generator Purchase

Hey- can you please send me the quotes for the crane as soon as possible? I will need to prep this for the next agenda and want to include that info.

Also, will you put all of this in ADG?

Alison M. Bruton
Purchasing Agent
 Effingham County Board of Commissioners

From: Alison M. Bruton
Sent: Tuesday, July 20, 2021 2:17 PM
To: Fred Ryan <FRyan@EffinghamCounty.org>; Timothy Callanan <TCallanan@EffinghamCounty.org>; Eric Larson <ELarson@EffinghamCounty.org>
Cc: Christy Carpenter <ccarpenter@EffinghamCounty.org>
Subject: RE: North Tower Generator Purchase

\$1,500.00 would still put the overall purchase under the \$25,000.00 limit and we would still be under budget.

Alison M. Bruton
Purchasing Agent
 Effingham County Board of Commissioners

From: Fred Ryan
Sent: Tuesday, July 20, 2021 2:14 PM
To: Alison M. Bruton <ABruton@EffinghamCounty.org>; Timothy Callanan <TCallanan@EffinghamCounty.org>; Eric Larson <ELarson@EffinghamCounty.org>
Cc: Christy Carpenter <ccarpenter@EffinghamCounty.org>
Subject: RE: North Tower Generator Purchase

This quote is for the purchase of the generator only. I have quotes for the crane rental and foresee that cost being 1,000.00 I will be installing the generator in an effort to lower cost.

I feel comfortable with adding \$1,500.00 plus the generator cost for a completed project.

From: Alison M. Bruton
Sent: Tuesday, July 20, 2021 1:59 PM
To: Timothy Callanan <TCallanan@EffinghamCounty.org>; Eric Larson <ELarson@EffinghamCounty.org>; Fred Ryan <FRyan@EffinghamCounty.org>
Cc: Christy Carpenter <ccarpenter@EffinghamCounty.org>
Subject: North Tower Generator Purchase

Good Afternoon All,

Staff Report

Subject: Consideration to renew the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit with approval of the increased budget requests

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: August 3, 2021

Item Description: Consideration to renew the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit for FY22.

Summary Recommendation: Staff recommends renewal of the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit with approval of the increased budget requests

Executive Summary/Background:

- As the Superior Courts of the Ogeechee Judicial Circuit, Bulloch County, Effingham County, Jenkins County and Screven County are concerned about the treatment of Juveniles in the criminal justice system, they have declared that pro-active intervention is an appropriate recognized means of curtailing the juvenile criminal activity in our local communities and criminal justice system.
- O.C.G.A § 15-11-50 creates a juvenile court in every county in the state.
- O.C.G.A. §15-11-50 (b) provides that a majority of judges of the superior court in each circuit in the state may appoint one or more qualified persons as judge of the juvenile courts of the circuit.
- O.C.G.A. §15-11-52 (b) provides that the compensation of part-time juvenile court judges shall be set by the superior court with the approval of the governing authorities of the counties for which the juvenile court judges are appointed
- O.C.G.A. §15-11-52 (c) provides that the state shall contribute towards the salaries of the part-time juvenile court judges by providing the judicial circuit with a state grant in the amount of \$100,000 which shall be spent solely on salaries
- O.C.G.A. §15-11-54 (c) provides that except for the state based grants provided by O.C.G.A. §15-11-52, all expenditures of the juvenile court are declared to be an expense of the court and payable out of the county treasury with the approval of the governing authorities of the counties for which the juvenile court judges are appointed.
- Under this agreement, Effingham County is acting as fiscal agent for the Juvenile Court.
- The cost for expenses per the agreement is \$75,530.00 for administrative costs. Due to increased budget requests and updated budget amounts, the FY22 total is **\$103,924.11**.
- Effingham County's share of the updated total is \$38,046.62 (based upon population distribution).
- The term of the agreement is July 1, 2019 to June 30, 2020 with annual automatic renewals unless any of the parties gives 90 days' notice.
- The agreement has been previously reviewed and approved to form by the County Attorney. The Amendment has also been approved to form by the County Attorney.

Alternatives for Commission to Consider:

1. Board approval to renew the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit for FY22 with approval of the Amendment to account for budget request increases.
2. Do not approve renewal of the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit for FY22 with the increased budget requests.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Department 7.

Attachments:

Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit.

**INTERGOVERNMENTAL AGREEMENT FOR THE
JUVENILE COURT IN THE OGEECHEE JUDICIAL CIRCUIT**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 20 day of August, 2019, by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA (hereinafter referred to as "Bulloch County"); **EFFINGHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA (hereinafter referred to as "Effingham County"); **JENKINS COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF JENKINS COUNTY, GEORGIA (hereinafter referred to as "Jenkins County"); **SCREVEN COUNTY**, a political subdivision of the State of Georgia acting by and through its governing authority, the BOARD OF COMMISSIONERS OF SCREVEN COUNTY, GEORGIA (hereinafter referred to as "Screven County"); and the **SUPERIOR COURTS OF THE OGEECHEE JUDICIAL CIRCUIT** (hereinafter collectively referred to as the "Court").

W I T N E S S E T H:

WHEREAS, all of the above parties are concerned about the treatment of juveniles in the criminal justice system and the related criminal activity which is occurring in our local communities; and

WHEREAS, all of the above parties have declared that pro-active intervention is an appropriate recognized means of curtailing the juvenile criminal activity in our local communities and criminal justice systems; and

WHEREAS, O.C.G.A. § 15-11-50 creates a juvenile court in every county in the state; and

WHEREAS, O.C.G.A. § 15-11-50(b) provides that a majority of the judges of the superior court in each circuit in the state may appoint one or more qualified persons as judge of the juvenile courts of the circuit; and

WHEREAS, O.C.G.A. § 15-11-52(b) provides that the compensation of part-time juvenile court judges shall be set by the superior court with the approval of the governing authorities of the counties for which the juvenile court judges are appointed; and

WHEREAS, O.C.G.A. § 15-11-52(c) provides that the state shall contribute toward the salaries of the part-time juvenile court judges by providing the judicial circuit with a state grant in the amount of \$100,000.00 which shall be spent solely on salaries and not be used for any other purposes; and

WHEREAS, O.C.G.A. § 15-11-54(c) provides that except for state based grants provided by O.C.G.A. § 15-11-52, all expenditures of the juvenile court are declared to be an expense of the

court and payable out of the county treasury with the approval of the governing authorities of the counties for which the juvenile court judges are appointed; and

WHEREAS, Effingham County will serve as the fiscal agent for the Juvenile Court; and

WHEREAS, all of the parties desire to participate in the funding and operation of the Juvenile Court on the terms and conditions set forth herein; and

WHEREAS, all of the parties are authorized to enter into this Agreement in accordance with the provisions of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bulloch County, Effingham County, Jenkins County, and Screven County hereby agree as follows:

ARTICLE I SCOPE AND FISCAL AGENT

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.
- 1.2 **Effingham County's Duties and Obligations as Fiscal Agent.** Effingham County shall act as the fiscal agent for the Juvenile Court and shall have the following duties and obligations with regard thereto.
 - 1.2.1 Effingham County shall be responsible for ongoing fiscal oversight and financial reporting of the Juvenile Court.
 - 1.2.2 Effingham County shall receive and be responsible for proper accounting, management, and expenditure of any funds received for operation of the Juvenile Court. Such funds may include but are not necessarily limited to: (i) any grant funds received from the state pursuant to O.C.G.A. § 15-11-52(c); (ii) any funds received from Bulloch County, Jenkins County, or Screven County pursuant to this Agreement; and (iii) funds from any other federal, state, local, or private sources that are restricted to or intended for operation of the Juvenile Court. Disbursement and allocation of funds shall be at the direction of the Juvenile Court Judges, and in accordance with state law and Council of Juvenile Court Judges policies and procedures and the annual budget adopted by the governing authority of Effingham County.
 - 1.2.3 Juvenile Court personnel serving under the supervision of the Juvenile Judge shall be classified as an independent contractor and not be eligible for any county employee benefits. Juvenile Court personnel shall be supervised, evaluated, disciplined, and/or terminated by the Juvenile Court Judges. The Juvenile Court Judges are authorized to receive and disburse funds for Judicial Secretary (Independent Contractor) compensation, without recourse or liability to

Effingham County, notwithstanding any contrary language contained in this Agreement.

- 1.2.4 Effingham County shall develop and maintain financial accounts and records consistent with federal and state laws, regulations or guidelines and with Effingham County's personnel, financial and administrative policies and procedures.
- 1.2.5 Effingham County shall authorize and execute such contracts, expenditure authorizations, purchase orders and/or other financial documents as are necessary for the operation of the Juvenile Court, consistent with federal and state laws, regulations or guidelines and with Effingham County's personnel, financial and administrative policies and procedures.

ARTICLE II FUNDING AND COST REIMBURSEMENT

- 2.1 **Duties and Obligations of Bulloch County, Effingham County, Jenkins County, and Screven County for Funding and Cost Reimbursement.** Bulloch County, Effingham County, Jenkins County, and Screven County (the "Counties") hereby agree to the following terms and conditions for funding and cost reimbursement for the Juvenile Court.

- 2.1.1 There are two part-time judges for the Ogeechee Judicial Circuit. Each judge will receive a salary of \$50,000.00 per year and each salary shall be funded by the grant as set forth in O.C.G.A. § 15-11-52(c). The Counties are not contributing any funds to the judges' salaries.
- 2.1.2 The Counties agree to pay up to the stated amounts for the following expenses of the Juvenile Court:

Employer FICA:	\$10,330.00
Judicial Retirement:	\$5,000.00
Judicial Continuing Legal Education:	\$2,500.00
Court Reporter:	\$19,200.00
Judicial Mileage:	\$2,500.00
Judicial Secretary (Independent Contractor):	\$35,000.00
Judicial Supplies:	<u>\$1,000.00</u>

Maximum total per year:	\$75,530.00
-------------------------	--------------------

Any increase in expenses will need to be requested by the juvenile court judges and approved by the Counties. The expenses referenced above shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.

- 2.1.3 While the percentage distribution may change in the future, the parties acknowledge that for the fiscal year ending June 30, 2020, the population distribution of the most recent official decennial enumeration by the United States Census Bureau results in the following percentages for the financial obligations in Sections 3.1.1 and 3.1.2: Bulloch County – 47.32% (\$35,740.00); Effingham County – 36.61% (\$27,652.00); Jenkins County – 5.78% (\$4,366.00); and Screven County – 10.29% (\$7,772.00).
- 2.1.4. Effingham County shall submit requests for reimbursement pursuant to Sections 2.1.1 and 2.1.2 to Bulloch County, Jenkins County, and Screven County on a monthly basis. Such requests for reimbursement will include the amount due from each county with supporting documentation including expense reports.
- 2.1.5. Bulloch County, Jenkins County and Screven County shall then have twenty-five (25) calendar days upon the receipt of the reimbursement request to tender appropriate funds to Effingham County.

ARTICLE III TERM AND TERMINATION

- 3.1 **Initial Term and Automatic Renewal.** The initial term of this Agreement shall be for one year commencing on July 1, 2019 and ending on June 30, 2020. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing each July 1 unless any of the parties notifies the other parties of its intention not to renew at least ninety (90) days prior to the expiration of the then-current term.
- 3.2 **Termination.** Notwithstanding the provisions of Section 4.1, any party may terminate this Agreement at any time upon providing at least ninety (90) days' notice to the other parties.
- 3.3 **Survival of Accrued Financial Obligations.** Any financial obligations of the parties pursuant to this Agreement that have accrued upon termination or nonrenewal of this Agreement shall survive such termination or nonrenewal and shall be promptly paid.

ARTICLE IV MISCELLANEOUS PROVISIONS

- 4.1 **Default or Breach; Dispute Resolution; Remedies.**
- 4.1.1 In the event that any party to this Agreement alleges that any other party is in default or breach of any of the terms, conditions or covenants of this Agreement, the party alleging default or breach may give the other party written notice that specifies the alleged default or breach. The party alleging default or breach shall also send a copy of such notice to the other parties that are not alleged to be in default or breach. The party allegedly in default or breach shall have thirty (30)

days to cure the alleged default or breach before the other party may pursue dispute resolution as set forth herein.

4.1.2 In the event the party allegedly in default or breach of this Agreement fails to cure the alleged default or breach within thirty (30) days after receiving written notice of same, the party alleging default or breach may send a written demand for mediation to the party allegedly in default or breach. The party alleging default or breach shall also send a copy of such written demand to the other parties that are not alleged to be in default or breach. The parties agree that in the event one party makes a written demand for mediation upon another party in accordance with the provisions of this Agreement, all parties shall participate in good faith in such mediation in an attempt to resolve their dispute or disputes. The parties further agree to share equally the cost of such mediation. Participation in such mediation shall be a condition precedent to the initiation of litigation pursuant to Section 4.1.3.

4.1.3 In the event the parties cannot resolve their dispute or disputes through mediation, any party alleging a default or breach of this Agreement by any other party may pursue litigation against the other party, and the other parties shall join the litigation if they are deemed necessary parties. The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement shall exclusively be in the Superior Court of Effingham County, Georgia. The parties also consent to the assignment of a judge from outside the Ogeechee Judicial Circuit for such litigation to avoid any real or perceived conflict of interest. The parties further agree that, in addition to any other legal or equitable remedies, the prevailing party or parties may recover attorneys' fees and court costs from the non-prevailing party or parties.

4.1.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or equity.

4.2 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of any party has made any representation or statement, nor are there any other agreements or understandings between or among any of the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein. Any prior agreements between the parties involving the subject matter of this Agreement are superseded in their entirety by this Agreement.

4.3 **Notices; Other Documents.**

4.3.1 Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests or other communications hereunder shall be in writing and shall be deemed as given (i) when the writing is delivered in person;

(ii) one business day after being sent by reputable overnight registered delivery service, charges prepaid; or (iii) three business days after being sent by certified mail with sufficient postage affixed thereon, to any of the parties at the addresses shown below, or at such other addresses as may be furnished by the parties from time to time:

If to Bulloch County:

Thomas M. Couch, County Manager (or the then current County Manager)
115 North Main Street
Statesboro, Georgia 30458
Phone: (912) 764-6245

If to Effingham County:

Billy Beckett, Interim County Administrator (or the then current County Administrator)
601 North Laurel Street
Springfield, Georgia 31329
(912) 754-2123

If to Jenkins County:

Grady Saxon, County Manager (or the then current County Manager)
Post Office Box 797
Millen, Georgia 30442
(478) 982-2563

If to Screven County:

Rick Jordan, County Manager (or the then current County Manager)
Post Office Box 159
Sylvania, Georgia 30467
(912) 564-7535

If to The Ogeechee Judicial Circuit:

F. Gates Peed, Chief Judge (or the then current Chief Judge)
Post Office Box 326
Statesboro, Georgia 30459
(912) 764-4251

4.3.2 The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.

4.4 **Time of the Essence.** Time is of the essence of each and every term, provision and covenant of this Agreement.

4.5 **Governing Law.** This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

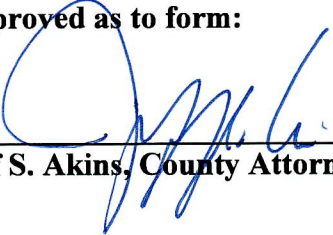
- 4.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 4.7 **Amendments.** This Agreement may only be amended, supplemented or otherwise modified by a document in writing duly executed and delivered with the same formality of this Agreement by all of the parties. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing.
- 4.8 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under their respective seals as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

**BOARD OF COMMISSIONERS
OF BULLOCH COUNTY,
GEORGIA**

Approved as to form:

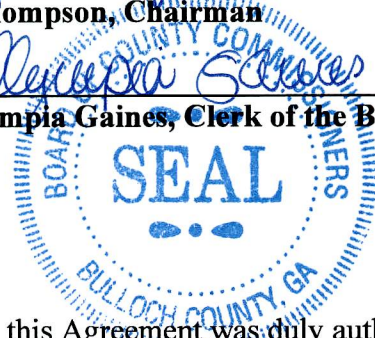


Jeff S. Akins, County Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

By: Roy Thompson
Roy Thompson, Chairman

Attest: Olympia Gaines
Olympia Gaines, Clerk of the Board
[SEAL]



I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

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

Approved as to form:

Edward L. Newberry, Jr.
County Attorney

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attest: S. Johnson
Stephanie Johnson, Clerk of the Board
[SEAL]



I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF JENKINS COUNTY,
GEORGIA**

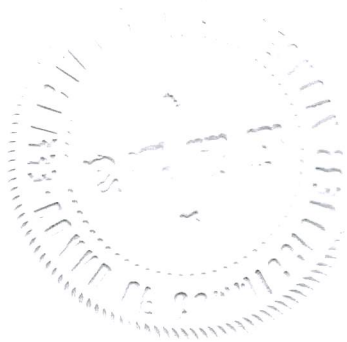
Approved as to form:

George Rountree, County
Attorney

By: _____
Hiller Spann, Chairman

Attest: _____
Brittany Shaw, Clerk of the Board
[SEAL]

I affirm that this Agreement was duly authorized



by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF SCREVEN COUNTY,
GEORGIA**

Approved as to form:

By: _____
Will Boyd, Chairman

Attest: _____
Lori Boulineau, Clerk of the Board
[SEAL]

Hubert Reeves, County Attorney

**SUPERIOR COURTS OF THE
OGEECHEE JUDICIAL
CIRCUIT**

By: _____
F. Gates Peed, Chief Judge

By: _____
Michael T. Muldrew, Judge

By: _____
Lovett Bennett, Jr., Judge

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE
JUVENILE COURT IN THE OGEECHEE JUDICIAL CIRCUIT**

Section 2.1.2 of the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit, dated August 20, 2019, states that “any increase in expenses will need to be requested by the juvenile court judges and approved by the Counties.”

Pursuant to the aforementioned agreement, by signing below, the Counties agree to pay up to the stated amounts for the following expenses of the Juvenile Court for FY 22.

Salaries:	\$115,000.08
Employer FICA:	\$8,797.51
Judicial Retirement:	\$4,999.92
Unemployment	\$70.30
Worker’s Compensation	\$356.50
Prof/Gen/Law Liability/Insurance	\$8,724.00
Judicial Continuing Legal Education:	\$3,000.00
Court Reporter:	\$30,000.00
Judicial Mileage (Per Diem/Travel):	\$4,000.00
Judicial Secretary (Independent Contractor):	\$35,000.00
Judicial Supplies:	\$1,000.00
Interpreters:	\$500.00
Membership Dues:	\$1,200.00
 Maximum total per year:	 \$212,648.11
Minus \$100,000 salary funded by grant:	-\$100,000.00
Minus Prof/Gen/Law Liability/Insurance	-\$8,724.00
 Total to be reimbursed by Counties:	 \$103,924.11

Section 2.1.3 totals are updated as follows:

Bulloch County – 47.32%	\$49,176.89
Effingham County – 36.61%	\$38,046.62
Jenkins County – 5.78%	\$6,006.81
Screven County – 10.29%	\$10,693.79

All other terms and conditions in the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit remain unchanged.

[SIGNATURES BEGIN ON NEXT PAGE]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting
with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF BULLOCH COUNTY,
GEORGIA**

Approved as to form:

Jeff S. Akins, County Attorney

By: _____

Roy Thompson, Chairman

Attest: _____

Olympia Gaines, Clerk of the Board

[SEAL]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting
with such approval placed on the public record.

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

Approved as to form:

Edward L. Newberry, Jr., County Attorney

By: _____

Wesley Corbitt, Chairman

Attest: _____

Stephanie Johnson, Clerk of the Board

[SEAL]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting
with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF JENKINS COUNTY,
GEORGIA**

By: _____

Hiller Spann, Chairman

Approved as to form:

George Rountree, County Attorney

Attest:

Brittany Shaw, Clerk of the Board

[SEAL]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting
with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF SCREVEN COUNTY,
GEORGIA**

Approved as to form:

Hubert Reeves, County Attorney

By:

Will Boyd, Chairman

Attest:

Lori Boulineau, Clerk of the Board

[SEAL]

**SUPERIOR COURTS OF THE
OGEECHEE JUDICIAL CIRCUIT**

By:

F. Gates Peed, Chief Judge

By:

Michael T. Muldrew, Judge

By:

Lovett Bennett, Jr., Judge

Staff Report

Subject: Development Services Standard Operating Procedures Update
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: August 3, 2021
Item Description: Procurement of professional services from Savannah Technical College Office of Economic Development to facilitate a review and update of SOPs used by the Planning and Zoning & Building Inspection offices for permit processing and review.

Summary Recommendation:

Development Services Department, including the offices of Planning & Zoning and Building Inspection, process and issue many types of permits and licenses. Processes are not well defined and sometimes create redundant work or overlooked required items. The Economic Development Office at Savannah Technical College provides low cost professional organization and training services to assist local businesses and government agencies to create processes and training to aid in their functions. Savannah Technical College has submitted a proposal to facilitate an update of Development Services Department Standard Operating Procedures for permit processing.

Executive Summary/Background:

- Development Services Department needed SOP updates
- Savannah Technical College provides services to assist in SOP development
- As a government agency, Savannah Technical College can contract with the County via a Memorandum of Agreement to provide needed services.
- Savannah Tech has submitted a proposal to provide services for \$3,150.00.
- The project is scheduled to take 3 weeks once began.

Alternatives for Commission to Consider

- 1 - Approve the MOA with Savannah Technical College for \$3,150.00.
- 2 – Take no action. Staff will develop needed SOPs in-house as time permits.

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: Development Services; County Attorney

Funding Source: GL 272-7401-024-52-1101.

Attachments: 1. MOA with Savannah Technical College

Office of Economic Development

Business & Industry
Custom Training Services

Memorandum of Agreement

Prepared for: Effingham County

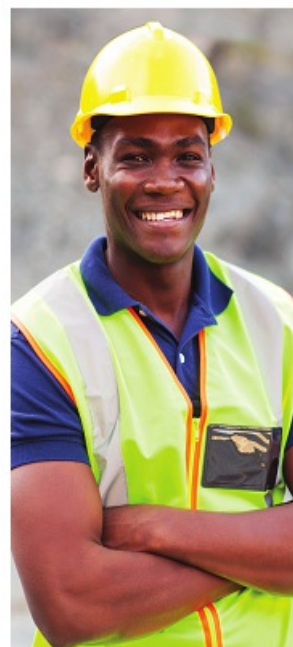
Project:

Custom Training Resources

Aug 4, 2021

Service Fiscal Year 2022

Agreement Number: 802489000038880016



WEB: www.savannahtech.edu/ED-Info
PHONE: (912) 443-3012
E-MAIL: continuinged@savannahtech.edu
LOCATION: 190 Crossroads Parkway
Savannah, GA 31407

College
that
Works



SAVANNAH
TECHNICAL COLLEGE
www.thecollegethatworks.com

THIS AGREEMENT , effective Aug 4, 2021, is made and entered into by and between the Savannah Technical College (hereinafter “STC”) and Effingham County,(hereinafter “Client”).

WHEREAS , STC is responsible for the oversight and operations of post secondary technical colleges, adult literacy programs, the “Quick Start” program and other programs and services pursuant to the Official Code of Georgia Annotated (O.C.G.A.) § 20-4-14 et. seq.; and

WHEREAS,STC is granted authority to enter into contracts pursuant to O.C.G.A. § 20-4-14(c)(5) and exercises such authority in accordance with the provisions of O.C.G.A. § 50-5-67 et. seq. and any related rules and regulations; and

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, STC and Client hereby agree as follows:

1. Scope of Services

A. STC Responsibilities

The purpose of this Agreement is to offer Effingham County the custom service, 'Custom Training Resources', including:

Schedule: Aug 9, 2021 - Aug 30, 2021

Project Description and Details :

1. Data Gathering – Project information collection and assessment (on client premises and via electronic communication)
2. Technical Analysis
3. Recommendation – Client needs based concept development
4. Instructional Design – Creation of new Standard Operation Procedures, based on agreement of all involved parties, to include Process Flow model
4. Delivery of Materials – all materials to be delivered in electronic format to include Microsoft Word and PPT, as needed. (Includes draft and any necessary revisions)
5. Final Production- to include internal documents and customer facing flow-chart.

B. Client Responsibilities

Pursuant to the terms and conditions set forth in this Agreement, Client agrees to pay STC the sum of **\$ 3,150.00** to STC to provide Custom Training Resources.

2. Terms of Agreement

This agreement shall begin on the date of issuance and shall continue until the specified scope of work is completed.

3. Payment for Services

STC will provide an invoice to Effingham County and can accept prepayment as well as a purchase order. If payment is not prepaid, please remit payment(s) to STC Accounts Receivable and note the invoice number on all payments. Billing inquiries may be addressed via phone: 912.443.4788, fax: 912.443.5489

4. Representatives

Effingham County will be responsible for contacting Savannah Technical College's Business and Industry Department, to update any changes to the above schedule or Scope of Work requirements.

STC Professional Continuing Education will be responsible for contacting Effingham County to update any changes to the agreed upon schedule or Scope of Work.

Exceptions to Standard Charges:

In the event that Effingham County cannot accommodate the arranged schedule and has not canceled or changed the scheduled service within 5 days prior to the agreed start date, Effingham County may incur a percentage of the cost, including but not limited to any materials created, ordered, or reserved as part of the scheduled service outlined within this Memorandum of Agreement.

Additional correspondence, invoices and any other communication regarding this agreement should be directed to either of the following representatives:

For Savannah Technical College:

ATTN: Brent Stubbs

Vice President for Economic Development

190 Crossroads Parkway

Savannah, Georgia 31407

(912) 443-3015

bstubbs@savannahtech.edu

For Effingham County:

ATTN: Eric Larson

Assistant County Manager

Springfield GA,

912-663-8929

ELarson@EffinghamCounty.org

SIGNATURES

Memorandum of Agreement Between Savannah Technical College and Effingham County
IN WITNESS, the parties have set their hands and affixed their seals.

Effingham County

BY: _____ Date: _____

SIGNATURE

Eric Larson

Assistant County Manager

Savannah Technical College

BY: _____ Date: _____

SIGNATURE

Kathy S. Love Ed.D.

President

Savannah Technical College does not discriminate on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age, political affiliation or belief, disabled veteran, veteran of the Vietnam Era, or citizenship status (except in those special circumstances permitted or mandated by law). For non discrimination information, contact Regina Thomas-Williams, Title VI (discrimination) and Title IX (Equity) Coordination, 912-443-5708 or rthomas@savannahtech.edu.

For disability information, contact Melanie Wilder, Special Populations Disability Services Coordinator, 912-443-5717 or mwilder@savannahtech.edu.

Staff Report

Subject: SPLOST Reimposition Referendum Call for Referendum
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: August 3, 2021
Item Description: Consideration to approve a resolution for a call for referendum regarding the reimposition of the countywide SPLOST.

Summary Recommendation:

Staff is requesting approval of a resolution for a call for referendum regarding the reimposition of the countywide SPLOST.

Executive Summary:

Effingham County intends to put the SPLOST renewal on the November ballot:

- The current 2017 SPLOST expires in June 2022 and lasted 5 years.
- The SPLOST is intended to last for 6 years.
- The SPLOST will include 20% of collections allocated for Countywide projects. The remaining 80% would be allocated by population with the 3 municipalities and the county determined by the 2020 census.
- This also includes the ability of the county to bond up to \$16 million for SPLOST projects
- The estimated total proceeds of the SPLOST are \$80 million

Background:

Once approved by Board of Commissioners, the Call for Referendum Resolution to be approved at the August 3rd Board of Commissioners Meeting. Then it would be sent to County Elections Supervisor for inclusion on the November Ballot.

Alternatives for Commission to Consider:

1. Approve a resolution for a call for referendum Regarding the reimposition of the countywide SPLOST
2. Do not approve a resolution for a call for referendum Regarding the reimposition of the countywide SPLOST
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative# 1

Other Alternatives: N/A

Department Review: Administration/County Attorney

Funding Source: None.

Attachments:

1. Call for Referendum

Staff Report

Subject: SPLOST 2022 Updated Project List
Author: Tim Callanan, County Manager
Department: Administration
Meeting Date: August 3, 2020
Item Description: Consideration to approve Level 2 Countywide project list and unincorporated project list associated with the reimposition of the Countywide SPLOST.

Summary Recommendation:

Staff is requesting approval of the updated countywide and unincorporated project lists regarding the reimposition of the countywide SPLOST.

Executive Summary:

Effingham County intends to put the SPLOST renewal on the November ballot:

- After feedback from municipalities, we have provided more detailed descriptions in the countywide list from what was approved at last meeting.
- Dollar values remain the same
- The current 2017 SPLOST expires in June 2022 and lasted 5 years.
- Effingham County and its 3 municipalities must approve project lists for capital project expenditures for revenue generated with the SPLOST
- Effingham County has 2 projects lists, one for countywide projects and one for its pro rata share of funds for the incorporated area based on population.
- The countywide list is funded by 20% of total collections estimated to be \$16 million
- The unincorporated list is funded by its pro rata share and estimated to be \$47,622,400.

Background:

Once approved by Board of Commissioners these lists will be included as an exhibit on the IGA with the municipalities and on the Call for Referendum Resolution to be approved at the August 3rd Board of Commissioners Meeting. Then it would be sent to County Elections Supervisor for inclusion on the November Ballot.

Alternatives for Commission to Consider:

1. Approve the Countywide and unincorporated project lists regarding the reimposition of the countywide SPLOST.
2. Do not approve the Countywide and unincorporated project lists regarding the reimposition of the countywide SPLOST.
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative# 1

Other Alternatives: N/A

Department Review: Administration/County Attorney

Funding Source: None.

Attachments:

1. Project lists

Referendum Categories

Countywide Projects

		% of Level 2 total
EXPAND AND RENOVATE ANIMAL SHELTER	\$1,500,000	9.38%
RENOVATE SPACE FOR UGA EXTENSION AND 4H	\$1,500,000	9.38%
RENOVATE SPACE FOR SOCIAL SERVICES	\$1,500,000	9.38%
RENOVATE SPACE FOR ELECTIONS & REGISTRATION OFFICE AND STORAGE	\$1,500,000	9.38%
EMERGENCY OPERATIONS CENTER AND EMERGENCY MANAGEMENT OFFICES	\$1,300,000	8.13%
REPLACE AMBULANCE UNITS	\$900,000	5.63%
EMS STATION RINCON AREA	\$600,000	3.75%
EXPAND EMS HEADQUARTERS FACILITY	\$900,000	5.63%
RENOVATE SPACE FOR JUVENILE COURT AND VICTIM & WITNESS SERVICES	\$1,300,000	8.13%
ADMINISTRATIVE COMPLEX EXPANSION	\$2,000,000	12.50%
E911 TECHNOLOGY AND INFRASTRUCTURE UPGRADES	\$200,000	1.25%
UPGRADE JAIL CAMERA SYSTEM	\$200,000	1.25%
SHERIFF DEPARTMENT STORAGE BUILDING	\$100,000	0.63%
CORONER MORGUE EQUIPMENT	\$100,000	0.63%
EXPAND JUDICIAL CENTER PARKING	\$600,000	3.75%
RENOVATE SPACE FOR JUVENILE JUSTICE SERVICES	\$200,000	1.25%
HISTORIC COURTHOUSE AUDIO AND VIDEO UPGRADES	\$200,000	1.25%
RENOVATE SPACE FOR PROBATION SERVICES	\$200,000	1.25%
PRISON MAINTENANCE BUILDING	\$200,000	1.25%
SAFETY, SECURITY AND TECHNOLOGY UPGRADES COUNTYWIDE SERVICES	\$1,000,000	6.25%
Estimated Countywide List	\$16,000,000	100.00%

Unincorporated Projects

		% of Unincorp total
PARKS AND RECREATION CAPITAL PROJECTS	\$24,800,000	52.08%
ROADS AND BRIDGES CAPITAL PROJECTS	\$6,000,000	12.60%
FIRE DEPARTMENT CAPITAL PROJECTS	\$3,700,000	7.77%
DRAINAGE CAPITAL PROJECTS	\$2,500,000	5.25%
PUBLIC BUILDINGS CAPITAL PROJECTS	\$3,300,000	6.93%
WATER AND SEWER CAPITAL PROJECTS	\$3,200,000	6.72%
EQUIPMENT CAPITAL OUTLAY	\$3,000,000	6.30%
SAFETY, SECURITY AND TECHNOLOGY CAPITAL PROJECTS	\$1,122,400	2.36%
ESTIMATED UNINCORPORATED TOTAL	\$47,622,400	100.00%