1. January 5, 2021 Meeting Agenda
   Documents:
   0-01052021 AGENDA.PDF

1.I. January 5, 2021 Final Agenda
   Documents:
   01052021 AGENDA.DOCX_FINAL.PDF

2. January 5, 2021 Agenda Material
   Documents:
   01052021 AGENDA MATERIAL.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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

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| Teresa Concannon         |                                                                                                                  |         |

| 04 Ordinance             | Consideration to approve the First Reading to amend **Appendix C – Article III General Provisions, Section 3.3 (Accessory Buildings)** of the Effingham County Code of Ordinances | Approved 1st Reading |
| Teresa Concannon         |                                                                                                                  |         |

| XII Reports from         | T. Callanan Comm. Burdette                                                                                       |         |
| Administrative Staff     |                                                                                                                  |         |
| & Commissioners          |                                                                                                                  |         |

| XIII Executive Session   | Discussion of Personnel, Property and Pending Litigation                                                        | No executive session was held |
|                          |                                                                                                                  |         |

| XIV Executive Session    | Consideration to approve the December 15, 2020 Commission meeting executive session minutes                     | Approved as read |
| Minutes                 |                                                                                                                  |         |

| XV Adjournment           | 6:30 pm                                                                                                          |         |

**Members Present:**
Wesley Corbitt
Forrest Floyd
Roger Burdette
Reginald Loper
Phil Kieffer

**Not Present:**
Jamie Deloach
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Appearance – 5:15 pm

Mr. Tommy Allen, Chairman of Elections Board to discuss personnel of the Elections Office.
Staff Report

Subject: Update to ACCG Retirement Services Secure Web Access
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: January 5, 2021
Item Description: Approval to Update ACCG Retirement Services Secure Web Access

Summary Recommendation
Staff recommends approval to Update ACCG Retirement Services Secure Web Access. This request updates the employees authorized access to the Secure Web and removes former employees. This website allows confidential information to be uploaded through a secure website when changes/updates are needed for employees.

Executive Summary
Authorizes specific individuals to have access to the ACCG Retirement Services Secure Website when making changes/updates to employee’s records. It also removes employees that are no longer with us.

Background
- When employees need to make changes to the 457(b) or 401(a) accounts we are able to upload the required forms through a secure website so that confidential information is not compromised.

Alternatives
1. Recommend approval of the update to ACCG Retirement Services Secure Web Access

Other Alternatives:
None

Department Review: County Manager

Funding Source: No impact on funding.

Attachments:
1. ACCG Retirement Services Secure Web Access Change Form
ACCG Retirement Services Secure Web Access Change Form
Effingham County

This form is to be used if a user needs to be disabled and a new user needs to be added. Please complete the appropriate boxes that the changes need to be applied to. All current users will remain the same at this time.

Provide the name and email address for each employee who should have access to the ACCG Retirement Services Secure Web, the permissions they should have, as well as whether or not they should receive email notifications for activity under each of the folders to which they should have access. See the descriptions of the available folders and the permission levels below for more information. Please use additional pages as needed.

### Disable Users Listed

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Job Title</th>
<th>Employee E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheri Sale</td>
<td>HR Generalist</td>
<td><a href="mailto:csale@effinghamcounty.org">csale@effinghamcounty.org</a></td>
</tr>
<tr>
<td>Rhonda McCullough</td>
<td>Accountant</td>
<td><a href="mailto:rmccullough@effinghamcounty.org">rmccullough@effinghamcounty.org</a></td>
</tr>
</tbody>
</table>

### Add Users to Payroll Folder

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Job Title</th>
<th>Employee E-Mail Address</th>
<th>Permissions</th>
<th>Notifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Jane Doe</td>
<td>Finance Director</td>
<td><a href="mailto:JaneDoe@county.com">JaneDoe@county.com</a></td>
<td>Read Only</td>
<td>All Yes X X</td>
</tr>
<tr>
<td>Sarah Mausolf</td>
<td>HR Office/Event Coor</td>
<td><a href="mailto:smausolf@effinghamcounty.org">smausolf@effinghamcounty.org</a></td>
<td>Read Only</td>
<td>All X X</td>
</tr>
</tbody>
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### Add Users to Census Folder

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### Add Users to Completed Forms Folder

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## Add Users to Hardships Folder

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<td><a href="mailto:smausolf@effinghamcounty.org">smausolf@effinghamcounty.org</a></td>
<td>X</td>
<td>X</td>
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## Add Users to ACCG Returned Forms Folder

<table>
<thead>
<tr>
<th>Employee Name</th>
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<th>Notifications</th>
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<td>X</td>
<td>X</td>
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### Folder Descriptions:
- **Payroll** – use to submit your payroll information related to your 401(a) Defined Contribution Plan, 457 Deferred Compensation Plan, and Defined Benefit Plan on a per pay period basis.
- **Census** – use to receive and submit your annual census files, and other information related to the DB census, for your Defined Benefit Plan, if applicable.
- **Completed Forms** – use to submit any completed forms that may contain sensitive, personal information (e.g. Enrollment Forms, Beneficiary Forms, DB Calculation Request, Notice of Retirement, Data Change Request, 401(a) / 457(b) Distributions, etc.).
- **ACCG Returned Forms** - this folder will be used to return forms that you have requested such as calculation requests, death packages, and forms that are incomplete and need to be completed by the Jurisdiction and/or Participant.
- **Other** – use for any information that isn’t listed above that you would like to submit securely to ACCG.

### Permissions Levels:
- **Read Only** – allows the employee to view and download files from the Secure Website.
- **All** – same permissions as read only, plus allows the employee to upload files to the Secure Website.

Print Name: Wesley Corbitt  
Signature: ___________________________  
Date: ___________________________

Title: Chairman, ECBOC
Staff Report

Subject: ACCG Georgia County Internship Program (GCIP)
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 01/05/2021

Item Description: Consideration for ECBOC to ratify and affirm a submittal of a grant application to the ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP).

Summary Recommendation:
Staff is requesting approval to ratify and affirm a submittal of a grant application to the ACCG Civic Affairs Foundation Georgia County Internship Program (GCIP).

Executive Summary:
The ACCG Civic Affairs Foundation is a nonprofit organization established by ACCG in 2006. The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. The goal of the program is to enable counties to hire talented college students and recent graduates for specific projects that will, 1) benefit county government and its citizens; 2) give students a chance to learn first-hand about the role of county government; 3) provide practical work experiences students can use in the job market upon graduation; 4) and inspire young people to consider a career in county government. We have requested three (3) intern positions. On for each of the following departments: Elections, Finance, and Recreation.

Background:
1. Application deadline was December 31, 2020
2. There is no cost share requirement.
3. Hourly salary for interns is $12.00.
4. Interns must be currently enrolled in a college/university or a recent graduate to be eligible to participate in the program.

Alternatives for Commission to Consider:
1. Ratify and affirm a submittal of a grant application to GCIP.
2. Do not approve to ratify and affirm a submittal of a grant application to GCIP.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Ratify and affirm a submittal of a grant application to GCIP.

Other Alternatives: N/A

Department Review: Board of Elections & Registration, Finance Recreation

Funding Source:
The hourly salary will be reimbursed at the end of the grant period.

Attachments: GCIP grant application and information packet
Georgia County Internship Program (GCIP)
Contents of the Summer 2021 Grant Application Information Packet

Memorandum from Michele NeSmith............Pages 1-3
Application Process and Guidelines..................Pages 4-7
FAQs about GCIP Application............................Pages 8-12
County Grant Application Check List................Page 13
Tips for Writing a GCIP Grant Application......Pages 14-15
Memorandum

To: County Commission Chairmen, Sole Commissioners and CEO

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: Summer 2021 Georgia County Internship Program Grant Opportunities

Date: October 23, 2020

The ACCG Civic Affairs Foundation is a nonprofit organization established by ACCG in 2006. Its mission is to help strengthen Georgia counties by undertaking programs and projects that enhance citizen education, encourage civic engagement and community improvement, and promote participation in government.

The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. These grants are made available thanks to grants and generous financial contributions of supportive donors from the private sector including individuals, corporations and businesses, and philanthropic foundations.

County internship grant opportunities are exclusively available for summer. The goal of the program is to enable counties to hire talented college students and recent graduates for specific projects that will: benefit county government and its citizens; give students a chance to learn first-hand about the role of county government; provide practical work experiences students can use in the job market upon graduation; and inspire young people to consider a career in county government.

Any ACCG member county that has a substantive internship project proposal may apply for a grant. Details about the grant application and internship requirements can be found in the enclosed Application Process and Guidelines. Please read the entire grant application packet before submitting the application.

There are three internship opportunities available: 1) the general GCIP, 2) the Joan Garner Health and Human Services Internship Grant, and 3) the Dr. Jim Kundell Environmental Management Internship Grant.

Counties that are interested in applying for the Garner or Kundell grant need to check that category on the grant application. An overview of each specialty grant is provided below.
**Kundell Environmental Management Grant**

The Kundell Environmental Management Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work of Dr. Jim Kundell. Dr. Kundell was a distinguished professor and highly awarded member of the University of Georgia faculty. During his lifetime, he made significant contributions to environmental law and served as an advisor to many local, state, and national organizations on environmental matters.

Grant applications for the Kundell grant must include a project that has an environmental impact. Suggested projects include anti-littering campaigns and projects, green energy, LEED certification, brownfield projects, pollution projects, water related projects, storm water runoff projects, etc. One or more internships will be awarded.

**Garner Health and Human Services Grant**

The Garner Health and Human Services Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work Fulton County Commissioner Joan Garner. Commissioner Garner was well known as an advocate for health and human services issues throughout her public service career. She served on numerous committees and advocacy boards championing health and human services initiatives and brought awareness and significant changes to these issues through her actions.

Grant applications for the Garner grant must include a project that has a health and human services impact. Suggested projects include creating and coordinating wellness/health fairs for the community, establishing a Live Healthy program for your county, projects related to seniors or disadvantaged youth, disease prevention, anti-drug campaigns, etc. One internship will be awarded.

If your county chooses to apply for a specialty grant and is not selected, your application can still be considered for a general GCIP grant if it meets all application requirements.

**2021 Summer GCIP grants will be awarded for the period of May 1, 2021-September 1, 2021.**

**The deadline for counties to apply for summer internship grants is Thursday, December 31, 2020 with recipients notified by Friday, February 4, 2021.**

It is the responsibility of the county to collect and review internship applications and interview and hire the intern. The Foundation will assist counties that receive GCIP grants with recruiting by posting internship positions on its website.

All county grant recipients will be required to sign an agreement with the Foundation and adhere to the terms of that agreement. County grant recipients will be required to submit an accounting of all internship expenditures and will be awarded grant funds at the end of the grant period.

A grant will cover 200 internship hours at a pay rate of $12 per hour. It will be the decision of the county and the intern to determine the work schedule in terms of number of hours worked per week and total...
number of weeks worked for the internship. If a student needs academic credit, it will be the responsibility of the county to work with the student and his/her academic institution to fulfill this requirement.

For more information about the Foundation, please visit our website at www.civicaffairs.org.
Georgia County Internship Program (GCIP)
Application Process and Guidelines

GCIP grants to counties

As described below, counties may apply to the ACCG Civic Affairs Foundation for GCIP grant funding that will allow them to recruit and pay college students for college internships. GCIP is funded through grants and private and corporate donations to the Foundation. As a result, this is a competitive program and not every application that is submitted will be able to receive a grant due to limited funding.

There are three different internship opportunities available: 1) the general GCIP, which is open to all counties 2) the Joan Garner Health and Human Services Internship Grant and 3) the Dr. Jim Kundell Environmental Management Internship Grant.

Counties can create intern positions for any department within the county that seeks assistance with a project that, within the grant period, can produce a specific outcome defined by the department. As a general matter, this would not include day-to-day administrative or operational jobs.

2020 Summer Grant Period

Based on available funding, the Foundation is awarding grants for internships for the Summer Grant Period from May 1 - September 1, 2021.

The deadline to submit applications for the 2021 Summer Grant Period is Thursday, December 31, 2020.

While the availability of GCIP grants has fluctuated in the past, the Foundation has established an ongoing fundraising effort so that up to 40 internships can be supported each summer. It should be noted that intern project topics sometimes may be specified if required by a donor’s contribution to the program.

Application Process

In order for an application to be considered, all grant application guidelines must be met.

As noted above, the deadline to submit applications for GCIP funds for the 2021 Summer Grant Period is December 31, 2020. Applications received by the Foundation after midnight on this deadline will not be eligible for consideration.

Applications should be sent to Michele NeSmith at the Foundation: via email to mnesmith@accg.org or by mail to ACCG Civic Affairs Foundation / 191 Peachtree Street NE, Suite 700 / Atlanta, Georgia 30303.

In order for an application to be considered, all GCIP grant application requirements and program guidelines must be met.
All applicants must submit the 2021 GCIP Grant Application which must include a project statement of no longer than two pages that includes:

1. A detailed overview of the project(s) that the intern will complete during the grant period,
2. A description of the need for the project(s),
3. A statement of the overall benefit the project(s) will provide to the county and the community, and
4. If the project(s) involve a partnership of the county with other counties, a regional commission, or a nonprofit organization or college or university, a description of the partnership arrangement is required. All partnerships with nonprofits organizations, colleges or universities must include funding for at least 25% of the internship cost. No funding is required for multiple county or regional commission partnerships.

The project statement should be submitted as part of the GCIP Grant Application form as Section II of the application.

In addition to the project statement, a county must also complete the GCIP Grant Application.

A county may apply for grant funding for more than one internship, meaning that more than one department may apply, or a request may be made for more than one intern for a particular department. Each department requesting an intern(s) must submit a separate application.

There should only be one primary contact person per grant application. The primary contact should be the grant coordinator, or if the county does not have a grant coordinator, the person who will be responsible for managing the grant application process, preparing the accounting of internship expenses at the end of the grant period, and receiving the grant funds. While not required, it is recommended that this person be the human resources director or county clerk. It is the responsibility of the county to notify the Foundation if the primary contact person for the grant has changed from the point of application. Failure to do so may cause the county to miss notifications and critical information distributed to grant recipients.

If a grant application is being submitted on behalf of a partnership arrangement, the primary point of contact should submit the application. The primary contact should be the person who will be responsible for receiving and managing the grant. Any changes to the primary contact during the grant period should be communicated to the Foundation as soon as possible.

Payment of grants to counties

The Foundation will notify grant applicants if their funding has been approved for the 2021 Summer Grant Period by February 4, 2021.

All GCIP grant recipients will be required to sign a Grant Agreement and adhere to the terms of that Agreement.

At the end of the grant period, all grant recipients will be required to submit an accounting of eligible expenditures related to the internship and, upon review of this accounting and approval by the
The Foundation, will receive grant funds as reimbursement for eligible expenditures. The Foundation will send grant funds to a county by check via U.S. Mail.

**Factors that will be considered in awarding grants**

Grants will be awarded to counties based on a number of factors, including but not limited to:

1. The competitiveness of a county’s proposed intern project compared to other internship applications seeking funding.
2. The overall impact and benefit to the county of the project(s) proposed.
3. Whether a county can provide the appropriate supervision of and support for an intern, as well as provide the physical facilities or special equipment needed by an intern for a project and meet program criteria regarding pay, insurance and any other noted requirements.
4. Whether partnerships have been formed with other counties or regional commissions in order to maximize the benefit of an internship project by sharing it across multiple counties to address shared issues or needs (see below). No financial contribution from other counties or regional commission is required for this type of partnership.
5. Whether counties are able and willing to absorb a portion of the internship cost from its own resources or resources donated by members of the community, in order to help stretch available Foundation funding to as many counties as possible (see below).
6. Whether counties have formed partnerships with nonprofit organizations or colleges or universities that will agree to absorb a portion of the internship cost (see below). These partnerships must include funding for at least 25% of the internship cost from the nonprofit, college or university.
7. Whether counties that have previously participated in the GCIP properly adhered to grant requirements, guidelines, deadlines, and information requests made by the Foundation.
8. Counties that have submitted competitive projects that have not previously participated in the program.

**Partnerships for interns**

Counties are encouraged to develop partnerships with other counties or with local regional commissions for shared intern projects. Working cooperatively on common interests and issues will allow more efficient use of limited intern funding to benefit as many counties as possible, and will be a factor in considering applications.

A county also may partner with a nonprofit organization or college or university for a project funded by a GCIP grant. **However, in order for a county to be eligible to apply under this provision, the partnering organization or college or university must fund from its own resources at least 25% of the internship cost for which the grant application is made.**
**County funding for a portion of intern costs**

Counties are encouraged to identify local funding sources that can be used to pay a portion of the intern costs. Such sources might include county funds or private funds donated from local businesses, organizations or individuals. There is no minimum county-funded or privately-raised matching amount required under this provision. However, to the extent counties can help stretch available funding from the Foundation, to hire as many interns as possible, such a contribution to the program will be a factor in considering applications.

If a project proposed by a county requires an intern with higher level specialized skills for which the job market normally would pay above $12 per hour, the county may use its own funding sources under this provision to increase the amount needed to recruit a qualified intern. GCIP will not provide funding for wages over $12 per hour or for more than 200 hours.

It should be noted that ACCG and the Foundation recognize the enormous fiscal constraints on county governments. However, it is believed that counties can use GCIP as an incentive to encourage local donors to support interns and projects in that, if a donor provides funding, they know their dollars will be matched with GCIP funds.
Who should be the grant contact person for my county?
If the county has a grant coordinator, that person will need to serve as the point person for the grant. Absent having a grant coordinator, it is up to the county to determine the point person for any given position. It is strongly recommended that the human resources director or clerk be considered for this position and that at the very least they are consulted throughout the process considering that several components of the grant may require their participation. If the point person changes after the application has been submitted and/or approved, it is the responsibility of the county to inform the Foundation of this change as soon as possible. Failure to inform the Foundation may cause the county to miss important information regarding the administration of the grant.

What is the Kundell Environmental Management Grant?
The Kundell Environmental Management Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work of Dr. Jim Kundell. Dr. Kundell was a distinguished professor and highly awarded member of the University of Georgia faculty. During his lifetime, he made significant contributions to environmental law and served as an advisor to many local, state, and national organizations on environmental matters.

Grant applications for the Kundell grant must include a project that has an environmental impact. Suggested projects include anti-littering campaigns and projects, green energy, LEED certification, brownfield projects, pollution projects, water related projects, storm water runoff projects, etc. One or more internships will be awarded during the 2020 grant program.

What is the Garner Health and Human Services Grant?
The Garner Health and Human Services Internship/Fellowship Program was established by the ACCG Civic Affairs Foundation in 2017 to honor the work Fulton County Commissioner Joan Garner. Commissioner Garner was well known as an advocate for health and human services issues throughout her public service career. She served on numerous committees and advocacy boards championing health and human services initiatives and brought awareness and significant changes to these issues through her actions.

Grant applications for the Garner grant must include a project that has a health and human services impact. Suggested projects include creating and coordinating wellness/health fairs for the community, establishing a Live Healthy program for your county, projects related to seniors or disadvantaged youth, disease prevention, anti-drug campaigns, etc. One internship will be awarded for the 2020 program.

What if my county applies for a specialty grant but is not selected? Can my application be considered for the general program?
Yes. Any applicant that is not selected for a specialty grant but scores high enough through the grant review process will be considered for the general program.
Can applications be submitted that only contain projects that impact certain geographic parts of the county, such as a particular district?
While there are no prohibitions against submitting such applications, it is recommended that a project’s impact be applicable to the county as a whole. In that the Foundation has limited resources, there are a finite number of grants available. As such, not every county can receive a grant which makes it difficult to justify awarding a grant that only impacts a particular district of a county.

Can a commissioner submit a GCIP grant application?
Yes, however, the projects submitted must not be personal in nature, such as campaign work or projects unrelated to county operations and should be applicable to the county as a whole and not a particular district. If the intern is to work with the board of commissioners, it may be best to have the chair serve as the supervisor unless the commissioner who has applied for the grant is the point person for the project(s) requested.

Will the grant contract need to be approved by the board of commissioners?
Yes. Please consult with your grant coordinator, clerk, or county attorney to ensure that the proper guidelines for the county are being followed.

What qualifications does an intern have to meet?
The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student’s abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within one year of the start date of the internship. Also, high school students who are 16 years of age or older AND are dually enrolled in a college or university are now eligible to participate in the program. General high school students and recent high school graduates who have not yet started college are not eligible.

How many hours should an intern work and how should this time be scheduled?
GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

Interns are not required to work the total 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200. Also, if a grant for multiple interns is awarded to a county, the interns can work different schedules and hours if the total number of hours worked under the grant does not exceed 200 for any one intern. Further, if a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. If the county needs to split the grant, the Foundation must be contacted first to ensure that the requested split meets all the grant requirements.
A student may start an internship at any time during the grant period. Students must complete their internship no later than the last day of the grant period.

While GCIP grant funds cannot be provided past the grant period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

**How much do interns get paid under GCIP and how is this funded?**

The wage for interns paid using GCIP grant funds is $12.00 per hour. Grant funding also will pay counties for the employer share of FICA costs associated with an intern. An intern paid using GCIP grant funds must be covered under the county’s Worker’s Compensation Plan, but this cost also will be reimbursable to the county based on the formula allowed as calculated by the Foundation.

Given the 200-hour maximum on internship hours that may be funded from a GCIP grant, total hourly pay per intern may not exceed $2,400. This amount does not include the employer share of FICA costs and Worker Compensation coverage that will be reimbursed as part of the grant.

If a county wants to pay an intern more than $12 per hour, that amount over $12 will need to be paid by the county along with the additional FICA and worker’s compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over $12 per hour nor does it pay for more than 200 hours of employment during the grant period. The grant also does not pay for overtime costs. All hours must be accrued during the regular workweek.

**What are counties responsible for if they receive a GCIP grant?**

Counties are responsible for finding and hiring the intern. While the Foundation will post internship positions on their website, it is ultimately up to the county to advertise the position locally, contact area colleges, and hire the intern.

Counties are also responsible for withholding all applicable state and federal income taxes on a GCIP intern’s earnings and for withholding the employee share of applicable FICA costs. Counties must make timely payments of these monies withheld (as well as any other payroll taxes due) to the appropriate federal and state agencies.

Counties are additionally responsible for 1) submitting the prerequisite grant paperwork to the Foundation in a timely manner, 2) verifying the intern’s eligibility to work for the county through E-Verify and 3) adhering to the grant agreement requirements.

Counties are further required to provide adequate work space for an intern and to provide an intern supervisor. Depending on the project, a county also may have to provide equipment, technical assistance or training to the intern.

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student’s academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.
**What if my county has already hired an intern for the grant period?**
If a county already has identified a college intern for the grant period, the county is eligible to receive grant funding for that intern if it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the grant period.

**Who is responsible for recruiting interns?**
It will be the responsibility of the county to collect and review internship applications, and interview and hire the intern.

The Foundation will assist in identifying potential interns by posting county positions on its website [www.civicaffairs.org](http://www.civicaffairs.org) to provide statewide exposure to interested students. If needed, the Foundation also will assist a county with its intern search process by contacting colleges, universities and technical colleges in your area.

**What happens if a county can’t recruit an intern for its GCIP grant?**
If no intern can be identified, the GCIP grant will be rescinded for the grant period.

**What happens if an intern is fired or quits before the term of employment is completed?**
The county is required to notify the Foundation within five business days of termination of the intern. If the county can find an intern to fulfill the rest of the internship within the grant period, it may do so. If another intern is not found, the Foundation will reimburse the county for the time that the original intern worked for the county if the prerequisite paperwork is submitted as provided for in the grant agreement.

**Can interns be hired to exclusively perform administrative or clerical work or to perform the duties of a full-time or part-time position that is currently unfilled?**
No. Interns cannot be hired to perform solely administrative or clerical work or to perform the work of an unfilled existing position. The internship must be project oriented. Although some administrative work may be required if related to the internship project, such work cannot be the basis for the internship.

**Can interns be hired to perform private projects for commissioners?**
No. Interns are not allowed to work on projects that are not county related. Interns funded by GCIP are prohibited from participating in any type of political campaign work. The purpose of the internship is for the student to learn about county government through a project that benefits the county as a whole.

**Are there hiring restrictions regarding family or personal relationships?**
Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county should refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official for that county or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.
**Will grant opportunities be offered for any period other than summer?**

No. Due to the high demand from counties and students for summer internships, the GCIP will be exclusively providing summer grants to maximize the number of program participants.
Georgia County Internship Program (GCIP)  
County Grant Application Check List

☐ Read all provided information before completing required forms, including the “Grant Memorandum,” the “Grant Application,” the “Application Process and Guidelines,” “Suggested Tips for Writing a GCIP Grant Application,” and the “Frequently Asked Questions.”

☐ Submit completed GCIP Grant Application form by the grant deadline which includes a 1 to 2-page description of the internship project being proposed, the need it addresses, and the expected benefits to the county (by the grant deadline Thursday, December 31, 2020).

☐ Ensure that the county can provide adequate work-space for an intern, that a qualified person has been selected to be the intern’s supervisor, and that any necessary equipment, technical assistance, or training that an intern may need can be made available.
Georgia County Internship Program (GCIP)

Tips for Submitting an Internship Grant Application

**Do:**

1. Provide a detailed project description that specifically includes the intern’s role in completing the project and what the final product or outcome of the project will be.

2. Explain the “Who, What, Where, Why and How” of the intern project in a way that provides a clear understanding of the proposed internship.

3. Explain clearly the need for the project, why it is important to the county, and the benefits that will result to the county and/or the community.

4. Write project descriptions in layman’s terms since it may be difficult to understand the intern position if only highly technical terminology is used to describe the project and intern duties. This is especially true of IT and GIS project descriptions.

5. Ensure the skills requested for the intern are appropriate for a college student. For example, it is highly unlikely a student will have 3-5 years of experience in a specific field of government work.

6. Make sure that the intern has an active, substantive role in the proposed project. A great project doesn’t provide much benefit if the intern is on the sidelines.

7. Obtain prior permission from the county to act as fiscal agent for the grant if the county does not typically act in this capacity for your local agency or department.

8. Consider submitting a project that involves a partnership with other counties, regional commissions, nonprofit organizations or institutions of higher education. These types of projects maximizes grant funding, which can factor into the grant selection process.

**Don’t:**

9. Submit proposals that are unfilled, county job descriptions. Internships need to be project-oriented and created specifically for the work being done by a college student or recent college graduate.

10. Submit projects that merely provide administrative assistance or entail only administrative duties. While most interns expect some administrative work, the core of the internship needs to be a substantive project(s).
11. Submit, for example, a project where the sole purpose is to scan records. There must be a substantive element such as redesigning or creating a records management system, retention schedule, or historical preservation process.

12. Submit, for example, a project where the sole purpose is to perform data entry that requires no analysis, research or collection of information.

13. Submit, for example, a project that only benefits one district or area of a county. Projects should have a broader impact.

14. Submit the same project as the previous year with no new tasks or requirements, unless it is a continuation of the previous project.

15. Submit a project that is much too ambitious or complex for an intern to complete within the timeframe allotted.

16. Be afraid to think outside the box. Some of the best projects are those that are unexpected, interesting, and imaginative. Be creative!

17. Submit proposals that provide vague details. If we can’t understand the project, there is a lesser chance of your county being selected for a grant.
Staff Report

Subject: Rapid Financial Solutions
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 01-05-2021
Item Description: Consideration for ECBOC to give approval for the Finance Director to complete the Agent Agreement for payment of juror fees.

Summary Recommendation:
Staff is requesting approval to complete the Agent Agreement with Rapid Financial Solutions.

Executive Summary:
The Effingham County Clerk of Superior Court wishes to enter into an agreement with Rapid Financial Solutions to provide debit card payment to jurors. In order to complete the agreement, the Finance Director must complete the banking information for Rapid Financial Solutions to debit/credit the bank account for processing of those payments.

Background:
1. As this will be a BOC account, the Finance Director requires approval of the Board to complete the account information on the agreement.
2. A new bank account will be established for payment of juror fees and associated costs only.
3. The new account will be funded with a set amount, similar to funding a petty cash drawer.
4. After each jury, the Superior Court Clerk’s Office will submit the jury list with amounts due and copy of fees incurred along with a requisition for reimbursement.
5. After approval, the reimbursement will be issued to the new account.
6. This process will allow immediate payment to the jurors, and regular reconciliation of the account by the Superior Court Clerk’s Office.
7. The issuance cost is $0.49 per debit card.

Alternatives for Commission to Consider:
1. Approve the Finance Director to complete the Agent Agreement
2. Do not approve the Finance Director to complete the Agent Agreement
3. Provide staff with direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approval for the Finance Director to complete the Agent Agreement

Other Alternatives: N/A

Department Review: Finance, Superior Court Clerk’s Office
Funding Source: General Fund
Attachments:
1. Rapid Financial Solutions Agent Agreement
Agent Agreement

This Agent Agreement ("Agreement") is entered into by and between RAPID Investments, Inc., d.b.a. RAPID Financial Solutions, 3065 N 200 W Suite #200 North Logan, UT 84341 ("Processor") and:

Entity Name: Effingham County Clerk of Superior Court
Physical Address: 700 N. Pine St. Suite 110 Springfield, GA 31329
Phone Number: (912) 754-2118
Fax: (912) 754-6023
Tax ID Number: 58-6000821

Hereinafter referred to as ("Agent").

Agent acknowledges and agrees that it is solely responsible for registering or qualifying their business, and shall obtain and maintain all necessary licenses, permits and consents to conduct its activities, in any jurisdiction that requires any such registration qualifications, license, permit or consent.

Agent agrees to maintain the Designated Account. Agent hereby authorizes Processor to withdraw funds from the Designated Account without signature or notice to initiates all offsets, deductions, and other transactions due Processor
provided for in this Agreement or from the services provided pursuant to this Agreement. Agent further agrees to execute any additional documents that may be required for Processor to enforce their rights under this Agreement. Agent is solely responsible for all fees associated with maintaining the Designated Account. Processor shall notify Agent if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Processor. Agent shall promptly pay such amount to Processor.

This authorization is to remain in full force and effect until Processor has received written notification from Agent of its termination in such time and in such manner as to afford Processor and the depository financial institution named below a reasonable opportunity to act on it. Agent shall give Processor no less than three (3) banking business days’ notice if the Designated Account is to be changed so as to allow enough time for Processor to make the necessary system modifications.

Bank Name: 
Bank City: 
Bank State: 
Routing#: 
Account#: 
Bank Contact Name: 
Bank Contact Phone Number: 
Bank Contact E-Mail: 

Agent acknowledges and agrees that card accounts are credited in real-time and Processor operates on a good funds model and that funds must be available and on deposit at the Processors financial institution before card account can be credited.

Agent’s initial estimate of checks/cash issued per day that will be eliminated by issuing digital payments/card is _____; Processor will use this number to determine the initial inventory needs of Cards.

The following individuals are authorized to act on behalf of Agent:

**Executive Contact**

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<th>Name:</th>
<th>Administrative Contact</th>
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**Primary Contact (day-to-day operations)**

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<th>Name:</th>
<th>Secondary Contact (day-to-day operations)</th>
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**Administrative Contact**

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This Agreement shall be construed and enforced in accordance with the internal laws of the State of Utah, without reference to choice of law rules.

This Agreement does not create a relationship of agency, joint ventures, partners, employees, servants, or fiduciaries by and between Agent and Processor, and none of the terms and conditions contained herein shall be so construed. None of the parties shall have the power to bind or obligate the other.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, except that Agent may not assign this Agreement to any person or entity without the written consent of Processor.

The Undersigned authorizes Processor to obtain reference information, as it may require and deem appropriate, to validate the statements made within this Agreement.

IN WITNESS WHEREOF:

AGENT:

_______________________________________
BY: Jason E. Bragg, Clerk of Superior Court
ITS: Clerk of Superior Court, Effingham County

PROCESSOR:

_______________________________________
Daren W. Jackson
President & CEO

Date:________________________

Date:________________________
Staff Report

Subject: Budget Amendment for Lodging Excise Tax Distribution with the Effingham County Chamber of Commerce.
Author: Alison Bruton, Purchasing Agent
Department: Purchasing
Meeting Date: 01-05-2021

Item Description: Consideration to approve the Budget Amendment for Lodging Excise Tax Distribution with the Effingham County Chamber of Commerce.

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:
- The County currently has an agreement in place with the Chamber of Commerce for lodging excise tax distribution. The terms of the agreement are July 1 2013 through June 30 2014 with the option to renew annually unless otherwise cancelled. The Board of Commissioners approved the "hotel/motel tax" in June 2013.
- The agreement with the Chamber of Commerce provides for 80% of the revenue collected to be provided to them for the purpose of promoting tourism, conventions and trade shows.
- The Chamber of Commerce has submitted a request to amend their FY 20-21 Budget.
- The agreement has been previously reviewed and approved to form by the county attorney.

Alternatives for Commission to Consider:
1. Board approval of Budget Amendment for Lodging Excise Tax Distribution with the Effingham County Chamber of Commerce.
2. Take no Action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Finance

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

Attachments:
1. Current agreement for Lodging Excise Tax Distribution with the Chamber of Commerce.
2. Chamber Hotel Motel Budget FY21 Budget Amendment Request
December 3, 2020

Effingham County Board of Commissioners
601 N Laurel Street
Springfield, Georgia 31329

To the Board of Commissioners,

The Effingham County Chamber of Commerce requests approval of an amended 2020-21 budget for distribution of lodging excise tax funds under its agreement with the county, approved by the Board of Commissioners on June 2, 2020.

The amended 2020-21 budget would allow the chamber to contract with River Horse Digital Marketing to develop digital strategies to improve Effingham County’s online image. River Horse will work with chamber staff to develop online content and employ search engine optimization to better represent the county on social media platforms including YouTube, Google, Twitter, Facebook, and Instagram, among others.

We are confident this allocation of lodging excise tax funds is consistent with the requirements of O.C.G.A. § 48-13-50.2(3) and our agreement.

The new budget also includes repurposing funds previously deposited with Edwards Interiors for design and fabrication of a display to be placed at the Georgia Welcome Center on I-95 in Port Wentworth. Originally proposed a few years ago, the display did not receive GDOT approval, and the space formerly offered to the chamber is no longer available. We are now developing plans for a new display in a more favorable location in the Welcome Center, which could be funded in a future budget.
The amended budget does not make major changes to our plans for tourism advertising but will enhance the effectiveness of that advertising. We feel this will allow us to make a significant improvement in Effingham County’s ability to attract tourists, as well as families and businesses, and more accurately represent the outstanding recreational, historical, and economic opportunities we have to offer.

Thank you for your consideration. If you have any questions, concerns or suggestions about this request, please contact me at (912) 754-3301 or acripps@effinghamcountychamber.org.

Sincerely,

Andrew Cripps, Chief Executive Officer
### Amended 2020-21 Tourism Budget

#### Tourism Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel-Motel Taxes</td>
<td>$12,000.00</td>
<td>$12,161.27</td>
</tr>
<tr>
<td>Funds Recovered from Edwards Interiors</td>
<td>$0.00</td>
<td>$5,000.00, Funds were held for fabrication of I95 Welcome Center display</td>
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<tr>
<td><strong>Total Tourism Revenue</strong></td>
<td><strong>$12,000.00</strong></td>
<td><strong>$17,161.27</strong></td>
</tr>
</tbody>
</table>

#### Tourism Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Amended Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brochure Distribution</td>
<td>$2,700.00</td>
<td>$2,700.00 (Official Guides of Savannah Inc.)</td>
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<tr>
<td>Printing</td>
<td>$1,500.00</td>
<td>$1,500.00 (Revised rack card design in 2021)</td>
</tr>
<tr>
<td>Print Ads</td>
<td>$4,000.00</td>
<td>$4,000.00 (South Magazine, Pooler Magazine)</td>
</tr>
<tr>
<td>Digital Ads</td>
<td>$1,900.00</td>
<td>$1,900.00 (Facebook, South Magazine, Pooler Magazine, Visit Savannah)</td>
</tr>
<tr>
<td>Creative Services</td>
<td>$1,500.00</td>
<td>$1,500.00 (Brand Local Marketing of Guyton)</td>
</tr>
<tr>
<td>Video Services</td>
<td>$500.00</td>
<td>$0.00 (Brand Local Marketing of Guyton)</td>
</tr>
<tr>
<td>Online Content and SEO Services</td>
<td>$0.00</td>
<td>$5,565.00 (Contract with River Horse Digital Marketing to begin in December.)</td>
</tr>
<tr>
<td><strong>Total Tourism Expenses</strong></td>
<td><strong>$12,100.00</strong></td>
<td><strong>$17,165.00</strong></td>
</tr>
</tbody>
</table>
AGREEMENT FOR LODGING EXCISE TAX DISTRIBUTION

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

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

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

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

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

The Parties hereto agree as follows:

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

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

Approved Expenditures. The Chamber shall expend not less than one-half of the lodging excise tax revenue received from the County solely for the purposes of promoting tourism, conventions, and trade shows and only in accordance with a budget reviewed and approved by the County. The Chamber shall expend the remainder of the lodging excise tax revenue received from the County solely for the purpose of cultural or recreational events for the benefit and enjoyment of the residents of and visitors to Effingham County, and only in accordance with a budget reviewed and approved by the County.

A copy of the Chamber’s budget for Fiscal Year 2013-2014 is attached as Exhibit 1 as incorporated herein.

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

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

Financial Reporting. The Chamber shall provide to the County a financial statement of income and expenditures in a form acceptable to the County. The Chamber shall provide a certified compilation report to the County not later than the 1st day of October following each fiscal year during the initial term of this agreement and any renewal term. The Chamber shall provide the County a copy of any contracts executed in the furtherance of this Agreement. Except with the express written permission of the County, the Chamber shall not enter into any contract or undertake any liability in furtherance of
this Agreement that obligates the Chamber for a period in excess of the initial term or any then current term of this Agreement. Termination. The County shall retain the right to review the progress of the Chamber regarding its activities at any time. If at any time during the contract period, the County determines that the Chamber has not made sufficient progress on its agenda, has expended lodging excise tax revenues for purposes other than promoting tourism, conventions, and trade shows or other budgeted activities or in any manner not consistent with the budget reviewed and approved by the County, or is in breach of any part of this agreement, the County may terminate the contract upon thirty (30) days written notice. In the event of termination, the County shall assume all debts, contractual obligations, and liabilities incurred by the Chamber in the furtherance of the contract as of the date of receipt by the Chamber of notice of termination, provided that such debts, contractual obligations, and liabilities have previously been included within an approved budget. The County shall not be held liable for any other debts, contracts, liabilities, or expenditures of the Chamber.

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

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

Effingham County Chamber of Commerce, Inc.

[Signature]

BY: [name and title]

Attested to by:

Secretary

[corporate seal]

Effingham County Board of Commissioners

[Signature]

Wendall Kessler, Chairman

Attest:

[Signature]

Stephanie Johnson, Interim County Clerk
FOR THE EFFINGHAM COUNTY COMMISSIONER MEETING OF: **June 18, 2013**

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

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

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

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

Sec. 1. - Definitions

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

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

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

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

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

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

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

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

Innkeeper. Any person who is subject to taxation under this article for the furnishing for value to the public of any rooms, lodgings, or accommodations.
Lodging charges. The amount charged by any person or entity furnishing public accommodations in the special district for such public accommodations.

Monthly period. The calendar months of any year.

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

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

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

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

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

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

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

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

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

Sec. 2. – Levy of Excise Tax.

(a) There shall be levied upon every person or legal entity furnishing any public accommodation in the special district an excise tax at the rate of five (5) per cent of the amount of the lodging charges collected unless an exemption is provided under section 4.

(b) The excise tax so levied is also imposed upon every person or entity who is a hotel or motel guest and who receives a room, lodging, or accommodation. Each such guest subject to the tax levied under this section shall pay the tax to the person or entity providing such room, lodging, or accommodation. The tax shall be a debt of the person
obtaining the room, lodging, or accommodation to the person or entity providing such room, lodging, or accommodation until it is paid and shall be recoverable at law by the person or entity providing such room, lodging, or accommodation in the same manner as authorized for the recovery of other debts. The person or entity collecting the tax from the hotel or motel guest shall remit the tax to the governing authority imposing the tax, and the tax remitted shall be a credit against the tax imposed by division (a) of this subparagraph on the person or entity providing the room, lodging, or accommodation.

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

Sec. 3. - Collection of tax by operator.

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

Sec. 4. - Exemptions.

The tax imposed by this article shall not apply to:

(a) Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty;

(b) The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge;

(c) Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this paragraph. For purpose of the exemption provided under this paragraph, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; or

(d) Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous occupancy.

(e) To employees of the United States Government and its instrumentalities for accommodations furnished for any period when the charges are paid exclusively by check or other negotiable instrument issued by the United States of America or any of its instrumentalities. Unless the charges are paid directly by the U.S. Government or one of its instrumentalities, such employees (including military personnel) are not exempt from this tax.

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

Every person engaging or about to engage in business as an operator of a hotel in this county shall immediately register with the county administrator on a form provided by said official. Persons engaged in such business must so register not later than thirty (30) days after the date that the ordinance becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the administration of the tax as prescribed by the county administrator.
The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer. The county administrator shall, after such registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable.

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

(a) Due date of taxes. Each person furnishing public accommodations in the special district, on or before the twentieth day of each month, shall transmit returns and remit taxes due to the county administrator showing the gross charges taxable under this article during the preceding calendar month. The returns required by this subsection shall be made upon forms prescribed, prepared, and furnished by the county administrator. The tax shall become delinquent for each monthly period after the twentieth day of each succeeding month during which it remains unpaid. The United States Postal Service’s postmark shall constitute evidence of the date of transmittal and remittance.

(b) Penalty and interest for failure to pay tax by due date. An operator who fails to make any return or to pay the full amount of tax required by this article shall be assessed a penalty to be added to the tax in the amount of five (5) per cent or five dollars ($5.00), whichever is greater, if the failure is for not more than thirty (30) days; and an additional five (5) per cent or five dollars ($5.00), whichever is greater, for each additional thirty (30) days or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five (25) per cent or twenty-five dollars ($25.00), whichever is greater. Delinquent amounts shall bear interest at the rate of one (1) per cent per month, or fraction thereof, until paid.

(c) Acceptance of delinquent return and remittance without imposing penalty and interest; authority; requirements. If the failure to make any return or to pay the amount of tax by the due date results from providential cause shown to the satisfaction of the governing authority of the county by affidavit attached to the return, and remittance is made within ten (10) days of the due date, the return may be accepted exclusive of penalty and interest.

(d) Waiving of penalty and interest; authority. O.C.G.A. § 48-2-41, relating to the authority to waive interest, and O.C.G.A. § 48-2-43, relating to the authority to waive penalty, shall apply; provided, however, that the governing authority shall stand in lieu of the Georgia Commissioner of Revenue, and the county shall stand in lieu of the State.

(e) Penalty for fraud. In the case of a false or fraudulent return, or of failure to file a return where willful intent exists to defraud the county of any tax due, a penalty of fifty (50) per cent shall be assessed.

(f) Return; remittance; time of filing; operators required to file; contents. On or before the twentieth day of the month succeeding each monthly period, a return for the preceding monthly period together with appropriate remittance shall be filed with the county administrator. The return shall report the gross rent, taxable rent, exempt rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the county administrator. However, if the estimated tax liability for any monthly period shall exceed two thousand five hundred dollars ($2,500.00) for an operator who, in the prior fiscal year remitted tax greater than two thousand five hundred dollars ($2,500.00) in any three (3) consecutive months, such operator shall file an estimated return and remit not less than fifty (50) per cent of the estimated tax liability for the monthly period by the twentieth day of that same monthly period. The amount of tax so remitted shall be credited against the amount to be due with the regular return for the monthly period to be filed on the twentieth day of the succeeding month.

(g) Extension of time of filing; authority; requirements; remittance; penalty and interest. The County Administrator may, for good cause, extend the time for making returns for not longer than thirty (30) days. No extension shall be valid unless granted in writing upon written application of the operator. Such grant may not be applicable for a longer period.
than twelve (12) consecutive months. An operator granted an extension shall remit tax equaling not less than one hundred (100) per cent of the tax paid for the corresponding period of the preceding fiscal year; such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty or interest shall be charged during the first ten (10) days of the extension period. Thereafter, interest shall be collected upon the unpaid balance at the rate specified by O.C.G.A. 48-2-40.

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

**Sec. 7. - Deficiency determinations.**

(a) *Recomputation to tax; authority to make; basis of recomputation.* If the board of commissioners is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the county by any operator, the county administrator may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more deficiency determinations may be made of the amount due for one (1) or more monthly periods.

(b) *Penalty and interest for failure to pay tax.* Penalty and interest shall be assessed upon the amount of any determination, as provided by section six (6).

(c) *Notice of determination; service of.* The county administrator shall give to the operator written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the county. Service by mail is complete when delivered by certified mail with a receipt signed by addressee.

(d) *Time within which notice of deficiency determination to be mailed.* Except in cases of failure to make a return or of fraud, every notice of deficiency determination shall be mailed within three (3) years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

**Sec. 8. - Determination if no return made.**

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

(b) *Penalty and interest for failure to pay tax.* Penalty and interest shall be assessed upon the amount of any determination, as provided by section 7.

**Sec. 9. - Collection of tax by county.**

(a) *Action for delinquent tax; time for.* At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected, the board of commissioners may bring an action in a court of competent jurisdiction in the name of the county to collect the amount delinquent together with penalty, interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

(b) *Operator selling or quitting business.* If any operator liable for any amount under this article sells out his or her business or quits the business, he or she shall make a final
return and payment within fifteen (15) days after the date of selling or quitting the business.

(c) Duty of successors or assignees of operator to withhold tax from purchase money. If any operator liable for any amount under this article sells out his business or quits the business, his successors or assigns shall withhold a sufficient amount from the purchase price to cover the amount of the taxes, interest, and penalties due under this article and unpaid until the former owner produces either a receipt from the county administrator reflecting that such taxes, interest, and penalties have been paid or a certificate from the county administrator stating that no amount is due.

(d) Liability for failure to withhold. If the purchaser of a business fails to withhold the purchase money as required, he or she shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price, and the property being transferred shall in all cases be subject to the full amount of the tax lien arising from the delinquencies of the former owner.

(e) Credit for tax, penalty or interest paid more than one or erroneously or illegally collected. Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the county, it may be offset by the governing authority. If the operator or person determines that he has overpaid or paid more than once, which fact has not been determined by the county administrator, such person shall have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claim shall be audited. If the claim is approved by the governing authority, the excess amount paid to the county may be credited on any amounts then due and payable from the person by whom it was paid.

Sec. 10. - Administration of ordinance; recordkeeping.

(a) Authority of county administrator. The county administrator shall administer and enforce the provisions of this article for the collection of the tax.

(b) Records required from operators, etc; form. Every operator renting public accommodations in the special district shall preserve, for a minimum of three (3) years, all folios, receipts, certificates of exemption and such other documents as the county administrator may prescribe, and in such form as he may require. Said records shall at all times be available for examination within the county during the county's regular business hours.

(c) Application for sales tax audit reports. Each year, in the month of January, the county administrator shall request in writing from the Georgia Commissioner of Revenue any reports of sales tax audits conducted of hotels in the county during the preceding calendar year.

(d) Examination of records; audits. The county administrator or any person authorized in writing by him may examine the books, papers, records, financial reports, equipment and other facilities of any operator renting public accommodations and any operator liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.

(e) Authority to require reports; contents. In administration of the provisions of this article, the county administrator may require the filing of reports by any person or class of persons having in their possession or custody information relating to the rental of public accommodations which are subject to the tax. The reports shall be filed with the county administrator when required by said official, and shall set forth the rental charged for each occupancy, the date(s) of occupancy, the basis for exemption, or such other information as the county administrator may prescribe.

Sec. 11. - Violations.
(a) In addition to the penalty of being liable for and paying the tax himself or herself, any person who fails, neglects, or refuses to collect the tax provided in this article, either by himself or herself or through his or her agents or employees, may be punished for violation of O.C.G.A. § 48-13-59 and, upon conviction thereof, shall be punished by a fine of not more than $100.00 or imprisonment in the county jail for not more than three months, or both.

(b) It shall be unlawful for any innkeeper to fail to make a return and pay the taxes due under this article. Offenders may be prosecuted for violations of O.C.G.A. § 48-13-58.1.

(c) It shall be unlawful for any innkeeper required by this article to make, render, sign, or verify any return to make a false or fraudulent return with intent to evade the taxes levied by this article. Any person who violates this subsection may be prosecuted for violation of O.C.G.A. § 48-13-60 and, if found guilty, shall be punished by a fine of not less than $100.00 nor more than $300.00 or confinement in the county jail for not less than 30 days nor more than three months, or both.

(d) It shall be unlawful for any innkeeper subject to this article to fail or refuse to furnish any return required to be made by this article or to fail or refuse to furnish a supplemental return or other data required by the board of commissioners. Any person who violates this subsection shall be guilty of a misdemeanor and may be prosecuted for violation of O.C.G.A. § 48-13-61.

(e) It shall be unlawful for any innkeeper to fail to keep records or open the records for inspection as required by law. Any person who violates this subsection shall be guilty of a misdemeanor and may be prosecuted for violation of O.C.G.A. § 48-13-62.

(f) Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person, and shall be punished accordingly.

(g) Any person who violates any other provision of this article may be prosecuted and sentenced in the manner to the extent authorized by Section 1-19 of this Code.

Sec. 12. – Use of Tax Proceeds.

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

Sec. 13. - Effective date.

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

Wendall Kessler, Chairman

First Reading: 6-18-2013
Second Reading: 6-18-2013
Attest: Stephanie Johnson, Interim County Clerk
Staff Report

Subject: Final Plat Approval
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 5, 2021
Item Description: D.R. Horton requests approval of the final plat for Park West, ph 5B

Summary Recommendation:
Staff have reviewed the final plat, and inspected the roads, and water, sewer, and stormwater infrastructure identified in the warranty deed, and recommend approval.

Executive Summary/Background:
- D.R. Horton’s contractors have built roads, and water, sewer, and stormwater infrastructure for phase 5B. In order to sell the 67 lots of phase 5B for home construction, the final plat must be approved, and the roads, and water, sewer, and stormwater infrastructure accepted by the Board of Commissioners.
- EOM reviewed the plat, and inspected the right of way and all public utilities located within the right of way of phase 5B, and recommend approval.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- EOM reviewed the bond recommendation, and approved the bond for $103,825.15, which is 10% of the total cost of water, sewer, drainage, and paving in phase 5B.
- The County Attorney reviewed and approved the warranty deed.

Alternatives for Commission to Consider
1 - Approve the final plat for Park West ph 5B, and accept the roads, and water, sewer, and stormwater infrastructure identified in the warranty deed.
2 – Take no action

Recommended Alternative:
Alternative 1
Other Alternatives: N/A
Department Review: Development Services; EOM; County Attorney.

Funding Source: No new funding requested.
Attachments:
1. Final Plat for Park West, Ph 5B
2. Final Plat Submittal Form & Checklist
3. EOM recommendation
4. Bond
5. Warranty Deed for infrastructure
6. Stormwater Maintenance Agreement
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: __________________________ Project Number: __________________________

Date Reviewed: __________________________ Reviewed by: __________________________

Name of Subdivision: Park West - Phase 5B

Name of Applicant/Agent: Michael Hughes, PE Phone: 912-234-5300

Company Name: Thomas & Hutton

Address: 50 Park of Commerce Way, Savannah, GA 31405

Owner of Record*: D.R. Horton, Inc. - Jared O'Sako Phone: 843-473-5200

Address: 30 Silver Lake Road, Bluffton, SC 29909

Engineer*: Michael Hughes, PE Phone: 912-234-5300

Address: 50 Park of Commerce Way, Savannah, GA 31405

Surveyor*: Matthew Jones Phone: 912-234-5300

Address: 50 Park of Commerce Way, Savannah, GA 31405

*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided: 16.381 Zoning: PUD Number of Lots: 67

Date of sketch plan approval: NA Date of preliminary plan approval: NA

Map#/Parcel# to be subdivided: 04190002 List all contiguous holdings in the same ownership:

Map#/Parcel#

Water supply: Public

Sewer supply: Public

Have any changes been made since this Subdivision was last before the County Commission? Yes

If so, please describe: __________________________

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

This ______ day of December, 2020

Applicant __________________________

Owner __________________________

Notary __________________________

Julie A. Nelson
EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: __________________________ Project Number: __________________________

Date Received: __________ Date Reviewed: __________ Reviewed by: __________________________

The following checklist is designed to inform applicants as to what is required in preparing
final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia
Registered Land Surveyor on Mylar, and four (4) paper copies must be included. After
the Final Plat is approved and ALL associated fees have been paid, it is the petitioner’s
responsibility to obtain the necessary signatures and to record the Final Plat with Clerk of
Superior Court of Effingham County.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Information:</strong></td>
<td></td>
</tr>
<tr>
<td>✓ 1. Graphic scale.</td>
<td></td>
</tr>
</tbody>
</table>
| ✓ 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for
 planned development. | |
| ✓ 3. North arrow. | |
| ✓ 4. Land reference point. | |
| ✓ 5. Point of beginning designated. | |
| ✓ 6. Date of preparation (under Surveyor’s signature). | |
| ✓ 7. Name of Subdivision. | |
| ✓ 8. Names of adjacent subdivisions and owners of adjoining parcels of land. | |
| ✓ 9. Names and widths of adjacent streets. | |
| ✓ 10. Names and widths of streets within subdivision. Names either match existing street
 names that align with proposed streets, or are not used elsewhere in Effingham County. | |
| ✓ 11. Plat boundaries darkened. | |
| ✓ 12. Proposed building setback lines. | |
| ✓ 13. Location of all existing easements or other existing features. | |
| ✓ 14. New easements required by Planning Department, County Utilities, Public Works
 Department, Telephone Company, etc. | |
| ✓ 15. Lots in new subdivisions are to be numbered consecutively from one to the total number
 of lots. | |
| ✓ 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the
 street when other than 90°. | |
| ✓ 17. Express dedication statement to the public for streets, alleys, access limitations, right-of-
 way, parks, school sites, and other public places shown on the attached plat. | |
| ✓ 18. Name, registration number, and seal of registered land surveyor or professional
 engineer (signed and dated). | |
<p>| ✓ 19. Location of city limits and county lines, if applicable. | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).</td>
<td></td>
</tr>
<tr>
<td>21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on Attachment for Digital Submissions.</td>
<td></td>
</tr>
<tr>
<td>22. Certificate of Approval – To be signed by County Commission chair.</td>
<td></td>
</tr>
<tr>
<td>25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).</td>
<td></td>
</tr>
<tr>
<td>26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.</td>
<td></td>
</tr>
<tr>
<td>27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
<td></td>
</tr>
<tr>
<td>28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
<td></td>
</tr>
</tbody>
</table>

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

This 7th day of December, 2010

Julie A. Nelson

Applicant

Owner

Notary
December 23, 2020
CC: Liberto Chacon, P.E
Eric Larson, P.E

Teresa Concannon
County Planner
Effingham Board of Commissioners
601 N Laurel Street
Springfield, GA 31329

Re: Park West 5B Final Plat

Dear Ms. Concannon,

The Park West 5B has requested that the Effingham County accept roads, water, sanitary and storm sewer systems, located within the Right-of-Way, and the Final Plat for recording. After review of the Plat and visiting the site, we recommend that the Right-of-Way located within the Park West 5B, roads, water, sanitary and storm sewer systems, located within the Right-of-Way and the Final Plat to be accepted and recorded with following condition:

1. An approval of FEMA study should be submitted.

Please contact me if you have any questions or if you need any additional information.

Sincerely,

V. Srikar
Srikar Velagapudi
Civil Engineer
EOM Operations
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That __________ as Principal, hereinafter called Contractor, and Arch Insurance Company as Surety, hereinafter called Surety, are held and firmly bound unto Effingham County Board of Commissioners, as Obligee, hereinafter called Owner, in the penal sum of One Hundred Three Thousand Eight Hundred Twenty Five Dollars and 15/100 Dollars ($103,825.15), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements:

Park West - Phase 5B

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of __________ from the date of substantial completion of the work provided for in the Plans, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this __________ day of __________, 2020.

In the presence of:

D.R. Horton, Inc.
Principal (Seal)

By: ________________________ Title

Arch Insurance Company
Surety

By: ________________
Noah William Pierce Attorney-in-Fact
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By Those Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Noah William Pierce

its true and lawful Attorney-In-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1169905

Principal: D.R. Horton, Inc.

Obligee: Effingham County Board of Commissioners

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and completely to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this __26th__ day of __September__, 2017.

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 26, 2017, on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this __17th__ day of __December__, 2020.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance — Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102
STATE OF GEORGIA

COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this _____ day of ________, 2020, between D. R. HORTON, INC., a Delaware corporation, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the streets and rights of way known as Caribbean Village Drive, Barbados Road, and Tobago Road on that certain plat of Park West Subdivision, Phase 5B, prepared by Matthew D. Jones, G.R.L.S. #3338, dated November 12, 2020, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book _____, Page _____, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforesaid street or rights of way for public access.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Park West Subdivision, Phase 5B, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any residence.
TOGETHER WITH a perpetual, non-exclusive appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Park West Subdivision, Phase 5B, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

D. R. HORTON, INC.

a Delaware corporation

By: ____________________________ (SEAL)
Print Name: Jacob O'Sako
Its: Assistant Secretary

Attest: By: ____________________________ (SEAL)
Print Name: ____________________________
Its: [corporate seal]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
ACCEPTED AND AGREED TO THIS ____ DAY OF ________________, 2020.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
Wesley Corbitt
Chairman

Attest: ___________________________
Stephanie Johnson
Effingham County Clerk

Signed, sealed and delivered in the presence of:

______________________________
Witness

______________________________
Notary Public
Effingham County
Stormwater Facility Inspection & Maintenance Agreement

THIS AGREEMENT, made and entered into this 7 day of DECEMBER, 2020, by and between (Insert Full Name of Owner) D.R. HORTON, INC. his/her successors and assigns, including but not limited to any homeowners association, commercial developer, holder of any portion of the below described property, and/or similar (hereinafter called the "Landowner"), and the Effingham County Board of Commissioners, hereinafter called the "County".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Effingham County Tax Map/Parcel Identification Number) TM# 04190-00000-002-00 and recorded by deed in the land records of Effingham County, Georgia, Deed Book B Page 93B, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Stormwater Management Plan and the Operations and Maintenance Plan (O&M) known as PARK WEST PHASE 5B, (insert name of development) hereinafter called "the Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Effingham County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property and in accordance with the Plan; and

WHEREAS, the County requires that on-site stormwater management facilities as shown within the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the specifications identified in the Plan.

2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities and perform the work necessary to keep those facilities in good working order at all times, as described in the Plan. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater runoff. Adequate maintenance is herein defined as good working condition so that these facilities are performing their approved design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the County Administrator (or his designee). The purpose of the inspection is to ensure safe and proper functioning of the stipulated facilities. The inspection shall cover all applicable stormwater management facilities, including but not limited to, conveyance measures, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report along with a schedule for repair. The inspection procedures, frequency and report shall follow the procedures established and approved in the Plan.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may issue citations to the Landowner for resulting, continuing ordinance violations, on a daily basis, until such time as the issues are satisfactorily resolved. Additionally, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to recover the costs of such repairs from the Landowner, its successors and assigns through the appropriate means. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this AGREEMENT be construed to impose any such obligation on the County.

6. Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plan, the schedule will be followed.

7. In the event the County, pursuant to this AGREEMENT, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Effingham County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.
AUTHORIZATION

OWNER:

WITNESS the following signatures and seals:
   DR Horton Inc.
   ____________________________
   Company/Corporation/Partnership Name (Seal)

By: ____________________________
   Jared O'Sako - Assistant Secretary
   (Type Name and Title)

The foregoing AGREEMENT was acknowledged before me this ___ day of __________, 20___, by
   ____________________________.

________________________
NOTARY PUBLIC

My Commission Expires: __________

COUNTY OF EFFINGHAM, GEORGIA

By: ____________________________
   ____________________________
   (Type Name and Title)
Staff Report

Subject: Amendment to Part II, Appendix C, Article III General Provisions, Section 3.3
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: January 5, 2021
Item Description: Consideration to approve the First Reading of amendments to Part II, Appendix C, Article III General Provisions, Section 3.3

Summary Recommendation: Staff has added accessory buildings in the front yard as an option for properties in the AR-1 and AR-2 zoning districts, in Section 3.3 Accessory Structures in Residential Districts, and recommends approval of the revised ordinance language that will protect the integrity of adjacent properties and enhance land use opportunities for the community.

Executive Summary/Background:

- Part II, Appendix C, Article III General Provisions, Section 3.3, does not allow accessory buildings in any area other than the side or rear yard in any zoning district.
- Owners of property in the AR-1 and AR-2 zoning districts periodically request variances to allow accessory structures in the front yard, to accommodate their storage needs and in order to preserve trees and wetlands in the rear portions of their properties.
- The location of primary and accessory structures on properties of five or more acres can be accommodated without affecting the aesthetics of surrounding properties, if all buildings meet the front setback requirements for the zoning district.
- Allowing accessory structures in the front, side, and rear yards in the AR-1 and AR-2 zoning districts to accommodate the needs of property owners with five or more acres eliminates the need for variance requests.
- The County Attorney has reviewed and approved the ordinance as to form.

Alternatives for Commission to Consider
1 – Approve the First Reading of an amendment to Part II, Appendix C, Article III General Provisions, Section 3.3
2 – Take no action.

Recommended Alternative:
Alternative 1

Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Article III General Provisions, Section 3.3
STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO PART II, APPENDIX C,
ARTICLE III OF THE EFFINGHAM COUNTY ZONING ORDINANCE

AN ORDINANCE TO AMEND ARTICLE III OF THE EFFINGHAM COUNTY ZONING
ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, Effingham County continues to experience unprecedented growth from new
development; and

WHEREAS, it is incumbent upon the County to continue to update, enhance and improve the
County’s Code of Ordinances, and

WHEREAS, the existing language in Article III – General Provisions, Section 3.3 Accessory
Buildings in residential districts is unclear on requirements for the placement of accessory structures
in the AR-agricultural residential districts, and

WHEREAS, the Board of Commissioners of Effingham County desires to provide consistent and
fair guidelines for the development of properties within the County’s jurisdictions, and

NOW THEREFORE, the Board of Commissioners of Effingham County has revised the existing
Zoning Ordinance sections regarding the requirements for the construction of Accessory Structures
in the agricultural residential districts.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled
and pursuant to lawful authority thereof.

The text of the following section is to be revised and shall be re-inserted in Section 3.3:

Article III General Provisions, Section 3.3

3.3 Accessory Structures in residential districts

Accessory structures in the R and PD-R residential districts may be erected in any
required court within any side or rear yard, and accessory structures in the AR-1 and AR-
2 agricultural residential districts may be erected in the front, side, or rear yard, provided
they conform to the following:

Maximum Height: one and a half story or 15 feet above finished grade in the R and PD-R
districts; 35 feet in AR-1 and AR-2 districts.
An accessory structure shall not be less than five feet from the rear property line and not less than 10 feet from interior side setback lines.

An accessory structure shall not be less than 10 feet from a principal structure.

Accessory structures in the AR-1 and AR-2 agricultural residential districts may be placed in the front yard, on a property of at least five acres. All structures on the property must comply with the front setback requirements for a principal structure.

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

This _____ day of _____________, 2020.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
STEPHANIE JOHNSON, COUNTY CLERK

FIRST READING: _________________

SECOND READING: _______________